



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 27.

An Act for vesting in Trustees for Sale under the Authority of the Court of Chancery an Estate in the County of *Surrey*, acquired by Partition under the Decree of that Court in lieu of those undivided Shares of Freehold Property devised by the Will of *Thomas Bailey Heath Sewell* Esquire, deceased, Trusts of which are declared by that Will for the Benefit of the Testator's Son and his Issue therein described; and for investing the Monies to arise from such Sale for the Benefit of the Parties beneficially interested in the same Estate. [7th August 1854.]

WHEREAS *Thomas Bailey Heath Sewell* Esquire, then a Lieutenant Colonel of the *Surrey* Fencible Cavalry, by his last Will in Writing, bearing Date the Thirtieth Day of *March* One thousand seven hundred and ninety-eight, and executed [Private.] Will of
Thomas
Bailey
Heath
Sewell,

Sewell's Estate.

dated 30th
March 1798.

and attested as then required by Law for passing Freehold Estates by Devise, gave, devised, and bequeathed unto his Brothers *William Luther Sewell* Esquire and *Robert Sewell* Esquire, their Heirs, Executors, Administrators, and Assigns, for ever, all his Manors, Lands, Tenements, and Hereditaments situate in the Counties of *Surrey* and *Essex*, and all other his Real Estate whatsoever and wheresoever, as well Freehold as Copyhold, and also all his Personal Estate whatsoever and wheresoever, in trust, in the first place, by and out of his Real and Personal Estate, or by Sale or Mortgage thereof, to raise Money to discharge all his Debts, Funeral Expenses, and the Expenses of the Probate of his said Will, and the Legacies by him given, and the Expenses of carrying his said Will into execution, save certain Debts therein referred to, which Trust has long since been executed; and from and after the Payment thereof, and in the meantime subject thereto, then as to One Fourth Part of the Residue of his Real and Personal Estate the Testator directed that the said *William Luther Sewell* and *Robert Sewell*, their Executors, Administrators, and Assigns, should stand and be possessed of and entitled unto the same, upon trust that they should, as soon as conveniently could be after his Decease, by Mortgage or Sale of the said One Fourth Part of the Residuum, or a sufficient Part thereof, raise thereout the Sum of Two thousand Pounds, over and above all Costs, Charges, and Expenses in and about raising the same, and should apply the same for and towards discharging such Debts as his Son *Thomas Bermingham Daly Henry Sewell* should owe at his the said Testator's Decease, or so much thereof as the same should extend to discharge, and to be applied by the said *William Luther Sewell* and *Robert Sewell*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, at their, his, or her Discretion, either in paying the whole or Part thereof, as they should think beneficial to the Interest of his said Son; and in case the said *Thomas Bermingham Daly Henry Sewell* should not, at the Time of his the said Testator's Decease, be indebted to his several Creditors in so large a Sum as Two thousand Pounds, and the said Trustees should be fully satisfied thereof after the Result of the several Inquiries they should in their Discretion think proper to make in respect thereof, then the said Testator directed the said *William Luther Sewell* and *Robert Sewell* to pay the Residue of the said Two thousand Pounds unto his said Son for his own Use; and, subject to the Payment of and raising the said Two thousand Pounds, and all attendant Costs, Charges, and Expenses, the said Testator directed his said Trustees to pay unto his said Son (or otherwise empower him to receive the same) all the Rents, Issues, Dividends, Interest, and Produce of the said Residue of the said One Fourth of the said Residuum for the Term of his Life for his own Use; and from and after the Death of his said Son, then the said Testator directed the Rents, Issues, Dividends,
Interest,

Sewell's Estate.

Interest, and Produce of the said Residue of the said One Fourth Part of the said Estate to be paid unto *Harriet* the Wife of his said Son, in case she should survive her said Husband, for the Term of her Life for her own Use; and from and after the Decease of the Survivor of his Son and the said *Harriet* his Wife, then the said Testator directed his said Trustees to convey, assign, transfer, and pay unto and amongst all and every the Child and Children of his said Son lawfully begotten, who should be living at the Decease of the Survivor of his said Son and the said *Harriet* his Wife, Share and Share alike, and to their respective Heirs, Executors, Administrators, and Assigns, and to become a vested Interest in them respectively at the Time of the Decease of the Survivor of his said Son and the said *Harriet* his Wife, but not to be paid unto them until they should attain the respective Ages of Twenty-one Years; and that in case it should happen that any or either of them should be under the Age of Twenty-one Years at the Time of the Decease of the Survivor of his said Son and the said *Harriet* his Wife, then the Rents, Issues, Dividends, Interest, and Produce of the Share or Shares of him, her, or them so under Age as aforesaid should be applied for and towards his, her, or their respective Maintenance and Education, until he, she, or they should attain his, her, or their respective Ages of Twenty-one Years; provided always, and the said Testator thereby declared his Will and Meaning to be, that in case any Child or Children of his said Son lawfully begotten should die in the Lifetime of his said Son and the said *Harriet* his Wife, or the Survivor of them, leaving Issue, and any such Issue should be living at the Decease of the Survivor of his said Son and the said *Harriet* his Wife, all such Issue of such deceased Child or Children who should be living at the Decease of the Survivor of his said Son and the said *Harriet* his Wife should be entitled to the same Share as if his, her, or their respective Father or Mother or other Parent, in whose Right he, she, or they respectively claimed, had been living at the Time of the Decease of his said Son and the said *Harriet* his Wife, such Issue to take no further or greater Share than what their respective Father or Mother would have been entitled to if living at the Time of the Decease of the Survivor of his said Son and the said *Harriet* his Wife, and to become a vested Interest in such Issue at the Time of the Decease of the Survivor of his said Son and the said *Harriet* his Wife; and the said Testator thereby declared his Will and Mind further to be that in case, at the Death of the Survivor of his said Son and the said *Harriet* his Wife, there should be no Issue of his Son lawfully begotten, then he gave the said One Fourth Part of his said Residuum unto his the said Testator's Daughter *Elizabeth Blake Sewell*, her Heirs, Executors, Administrators, and Assigns, for ever; and the said Testator, as to one other Fourth Part of all the Residue of his Real and Personal Estate, after Payment of all his just Debts, Funeral Expenses, and the Probate of his Will, and the Legacies therein-after by him given, and all Expenses attending the Execution thereof, and in the meantime

subject

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subject thereto, thereby directed that the said *William Luther Sewell* and *Robert Sewell*, their Executors, Administrators, and Assigns, should stand seised and possessed of and entitled unto the same, upon trust to pay the Rents, Issues, Dividends, and Produce thereof unto the said *Harriet* the Wife of his said Son, for the Term of her Life, for her separate Use; and from and after her Decease that the Rents, Issues, Dividends, and Produce thereof should be paid unto his said Son *Thomas Bermingham Daly Henry Sewell*, for the Term of his Life, for his own Use; and from and after the Decease of the Survivor of his said Son and the said *Harriet* his Wife, the said Testator thereby directed the said last-mentioned Fourth Part of his said Residuum to be conveyed, assigned, transferred, and paid unto the Child or Children or Issue of his said Son, in the same Proportion, Manner, and Form as he had therein-before directed the said first-mentioned Fourth Part of his Residuum, with such Remainder over as aforesaid, unto his said Daughter the said *Elizabeth Blake Sewell*, her Heirs, Executors, Administrators and Assigns, in case there should be no Issue of his said Son *Thomas Bermingham Daly Henry Sewell* at the Decease of the Survivor of his said Son and the said *Harriet* his Wife; and the said Testator, as to the Half Part of all the Residue of his Real and Personal Estate, after Payment of his just Debts, Funeral Expenses, and the Probate of his Will, and the Legacies therein-after by him given, and all Expenses attending the Execution thereof, and in the meantime subject thereto, thereby directed that the said *William Luther Sewell* and *Robert Sewell*, their Heirs, Executors, Administrators, or Assigns, should stand seised or possessed of and entitled to the same, in trust to pay the Rents, Issues, Dividends, Interest, and Produce thereof unto his said Daughter *Elizabeth Blake Sewell*, or otherwise empower her to receive the same for the Term of her Life for her own Use; and from and after her Decease he thereby directed his said Trustees to convey, assign, transfer, and pay the said Half Part of the Residue of his Real and Personal Estates unto and amongst all and every the Child and Children of his said Daughter lawfully begotten who should be living at her Decease, Share and Share alike, and to their respective Heirs, Executors, Administrators, and Assigns, and to become a vested Interest in them respectively at the Time of the Decease of his said Daughter, but not to be paid unto them until they should attain their respective Ages of Twenty-one Years; and the said Testator thereby made Provision for the Event of any Child or Children of his said Daughter dying in the Lifetime of his said Daughter leaving lawful Issue, and of any such Issue being living at the Decease of his said Daughter; and in case at the Death of his said Daughter *Elizabeth Blake Sewell* there should be no Issue of her lawfully begotten, then the said Testator gave the said last-mentioned Half Part of his said Residuum unto his said Son *Thomas Bermingham Daly Henry Sewell*, his Heirs, Executors, Adminis-

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Administrators, and Assigns, for ever, and to be conveyed, assigned, transferred, and paid by the said Trustees unto him and them accordingly; and the said Testator appointed the said *William Luther Sewell* and *Robert Sewell* Executors of his said Will, but the same Will contains no Provision for the Appointment of new Trustees thereof: And whereas the said *Thomas Bailey Heath Sewell* died on the Nineteenth Day of *October* One thousand eight hundred and three, without either having revoked his said Will, or having, save by Means of certain Codicils thereto by which he gave sundry pecuniary Legacies, otherwise altered the same Will; and on the Renunciation by the said *William Luther Sewell* and *Robert Sewell* of Probate of the said Will and Codicils, Letters of Administration of the Goods, Chattels, and Credits of the said *Thomas Bailey Heath Sewell*, with a Copy of his said Will and Codicils annexed, were on the Twelfth Day of *January* One thousand eight hundred and four duly granted to *Richard Clark* Esquire, the Chamberlain of the City of *London*, and *William Clark* Esquire, of *Chertsey* in the County of *Surrey*, by the Prerogative Court of the Archbishop of *Canterbury*; and all the said Testator's Debts, and Funeral and Testamentary Expenses, and the Legacies given by him, have long since been paid: And whereas by Indentures of Lease and of Release and Assignment, bearing Date respectively the Third and Fourth Days of *August* One thousand eight hundred and four, and severally made between the said *William Luther Sewell* and *Robert Sewell* of the One Part, and the said *Richard Clark* and *William Clark* of the other Part, in obedience to an Order or Decree of the High Court of Chancery recited in the said Indenture of Release and Assignment, and in conformity to the Report in the same Indenture recited of One of the Masters of that Court appointing, pursuant to the same Order or Decree, the said *Richard Clark* and *William Clark* to be Trustees of the Real and Personal Estate of the said Testator instead of the said *William Luther Sewell* and *Robert Sewell*, all and singular the Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and other Real Estate whatsoever and wheresoever, then late the Estate and Property of the said *Thomas Bailey Heath Sewell*, and by his said Will given and devised unto the said *William Luther Sewell* and *Robert Sewell*, their Heirs and Assigns, upon the Trusts and in manner aforesaid, were conveyed and assured by the said *William Luther Sewell* and *Robert Sewell* unto and to the Use of the said *Richard Clark* and *William Clark*, their Heirs and Assigns, for ever, upon and for the Trusts, Intents, and Purposes, in and by the said Will of the said *Thomas Bailey Heath Sewell* declared of and concerning the same; and by the said Indenture of Release and Assignment, in further obedience to the said Order and conformity to the said Report, all and singular the Personal Estate and Effects then late the Estate and Property of him the said *Thomas Bailey Heath Sewell*, and by his said Will given and bequeathed

Indentures
dated 3d and
4th August
1804.

[Private.]

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to

Sewell's Estate.

Indenture
dated 24th
June 1806.

to them the said *William Luther Sewell* and *Robert Sewell*, their Executors, Administrators, and Assigns, upon the Trusts and in manner aforesaid, were assigned by the said *William Luther Sewell* and *Robert Sewell* unto the said *Richard Clark* and *William Clark*, their Executors, Administrators, and Assigns, according to the Nature of such Property, as and for their own proper Goods and Chattels, nevertheless upon and for the Trusts, Intents, and Purposes declared thereof in and by the said Will of the said Testator: And whereas by an Indenture of Release and Assignment, bearing Date the Twenty-fourth Day of *June* One thousand eight hundred and six, grounded as a Release on an Indenture of Lease or Bargain and Sale bearing Date the Twenty-third Day of the same *June*, the same Indenture of Release and Assignment being made between the said *Thomas Bermingham Daly Henry Sewell* of the First Part, the said *Harriet Sewell* then his Wife of the Second Part, the said *Elizabeth Blake Sewell* of the Third Part, and the said *Richard Clark* and *William Clark* of the Fourth Part, after reciting to the Effect herein-before recited, and also reciting that the said *Richard Clark* and *William Clark*, with the Approbation of the said *Thomas Bermingham Daly Henry Sewell* and *Harriet* his Wife, and *Elizabeth Blake Sewell*, had then lately sold and conveyed certain Hereditaments therein described in the said County of *Surrey*, unto *William Woodhatch*, of *Woking* in the said County of *Surrey*, Gentleman, for the Sum of Two thousand nine hundred Pounds, in pursuance of an Agreement entered into between the said Testator *Thomas Bailey Heath Sewell* in his Lifetime, and the said *William Woodhatch*, which said Sum of Two thousand nine hundred Pounds was paid unto and received by the said *William Clark*, to be applied upon the Trusts and for the Purposes of the said Will of the said *Thomas Bailey Heath Sewell*, and reciting that the said Sum of Two thousand Pounds by the said Will directed to be raised towards discharging the Debts, and otherwise for the Benefit of the said *Thomas Bermingham Daly Henry Sewell*, had not been then raised, and that, from the Difficulty attendant upon the Sale of a Portion of an Estate and of procuring Loans of Money on Mortgage Securities, it was apprehended a considerable Period of Time might elapse before the said Sum of Two thousand Pounds could be procured on a Mortgage Security, whereby great Inconvenience would arise to or be experienced by the said *Thomas Bermingham Daly Henry Sewell*, and reciting that the said *Thomas Bermingham Daly Henry Sewell*, alleging that his Debts were considerably under the Sum of Two thousand Pounds, and that the said *William Clark* had in his Hands more than that Sum, produced by the Sale of the said Hereditaments to the said *William Woodhatch*, they the said *Richard Clark* and *William Clark*, at the Request as well of the said *Thomas Bermingham Daly Henry Sewell*, as also of the said *Harriet* his Wife, and of the said *Elizabeth Blake Sewell*, had

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had consented and agreed to appropriate, apply, and dispose of the Sum of Two thousand Pounds, and also the Sum of Fifty Pounds for defraying the Expenses of raising the aforesaid Sums and of preparing the Indenture now under Recital, making together the Sum of Two thousand and fifty Pounds, Part of the said Monies then remaining in the Hands of the said *William Clark* upon the Trusts of the said Testator's said Will declared concerning the said Sum of Two thousand Pounds to be raised by Mortgage or Sale of One Fourth Part of the said Residue of his Estate and Effects for and towards Payment of the Debts and otherwise for the Benefit of the said *Thomas Bermingham Daly Henry Sewell* on his making and executing a Mortgage unto them the said *Richard Clark* and *William Clark* of his One Fourth Part or Share of and in the Residue of the Real and Personal Estate of the said *Thomas Bailey Heath Sewell*, deceased, for securing Payment of the said Sum of Two thousand and fifty Pounds and Interest, in manner afterwards in the Indenture now in recital mentioned, it was by that Indenture witnessed that in pursuance of the said Agreement, and in consideration of the Sum of Two thousand Pounds, Part of the said Sum of Two thousand nine hundred Pounds arising from the Sale aforesaid, with the Approbation of the said *Thomas Bermingham Daly Henry Sewell* and *Harriet* his Wife, and *Elizabeth Blake Sewell*, then remaining in the Hands of the said *William Clark*, to be appropriated, applied, and disposed of by the said Trustees upon the Trusts by the said Will declared and directed of and concerning the said Sum of Two thousand Pounds thereby directed to be raised as aforesaid, and which said Sum of Two thousand Pounds the said *William Clark* did thereby acknowledge to be then in his Hands to be appropriated, applied, and disposed of as aforesaid, and which the said *Thomas Bermingham Daly Henry Sewell*, and the said *Harriet* his wife, and also the said *Elizabeth Blake Sewell*, did thereby respectively authorize and direct the said *Richard Clark* and *William Clark* to appropriate, apply, and dispose of accordingly, and which the said *Richard Clark* and *William Clark* did thereby agree and undertake to pay, apply, and dispose of, and in consideration of the Sum of Fifty Pounds, the Expenses incurred by the said Trustees in raising the said Sum of Two thousand Pounds and of preparing and executing the Indenture now under Recital as the said *Thomas Bermingham Daly Henry Sewell* did thereby acknowledge, the said *Thomas Bermingham Daly Henry Sewell*, with the Approbation of the said *Harriet* his Wife and of the said *Elizabeth Blake Sewell*, did grant, bargain, sell, alien, release, mortgage, ratify, and confirm unto the said *Richard Clark* and *William Clark* and their Heirs all that the One full and equal undivided Fourth Part or Share of him the said *Thomas Bermingham Daly Henry Sewell* of and in all and every the Manor, Freehold Messuages or Tenements, Lands, and Hereditaments, situate, lying, and being in the Counties of *Surrey* and *Essex*,
and

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and of and in all and every other the Freehold or Charterhold and Real Estate whatsoever and wheresoever, late of the said *Thomas Bailey Heath Sewell*, deceased, and which, in and by his said in part recited Will, were given and devised unto the said *William Luther Sewell* and *Robert Sewell*, their Heirs and Assigns, upon the Trusts and in manner aforesaid, save and except such Parts thereof as had been sold and conveyed unto the said *William Woodhatch*, as therein-before and herein-before mentioned, and of and in their Appurtenances, to hold the said One undivided Fourth Part or Share of and in the said Manor, Freehold Messuages or Tenements, Farms, Meadows, Hereditaments, and Premises, unto and to the Use of the said *Richard Clark* and *William Clark*, their Heirs and Assigns, for all such Estate and Interest as the said *Thomas Bermingham Daly Henry Sewell* had or could claim, or could legally or equitably grant or convey therein in possession, reversion, remainder, or expectancy, under or by virtue of the said recited Will of the said *Thomas Bailey Heath Sewell*, his said late Father, subject to the Proviso therein-after contained and herein-after recited for Redemption of the same; and by the said Indenture of Release and Assignment it was further witnessed, that, in pursuance of the Agreement therein-before contained, and for the Consideration aforesaid, the said *Thomas Bermingham Daly Henry Sewell*, with the like Approbation of the said *Harriet Sewell* and *Elizabeth Blake Sewell*, did bargain, sell, assign, mortgage, ratify, and confirm unto the said *Richard Clark* and *William Clark*, their Executors, Administrators, and Assigns, all that the One Fourth Part or Share of the said *Thomas Bermingham Daly Henry Sewell*, of and in all and singular the Goods, Chattels, Debts, and all and singular other the Personal Estates and Effects whatsoever and wheresoever, and of what Nature, Kind, or Quality soever, late of the said *Thomas Bailey Heath Sewell*, deceased, which in and by his Will were given and bequeathed to the said *William Luther Sewell* and *Robert Sewell*, their Executors, Administrators, and Assigns, as aforesaid, and of and in all Securities, Evidences, and Writings whatsoever relating to or concerning the same, to hold the said One Fourth Part or Share of and in the said Personal Estate and Effects and Premises therein-before mentioned unto and by the said *Richard Clark* and *William Clark*, their Executors, Administrators, and Assigns, for all such Estate and Interest in possession and reversion, and in as full, ample, and beneficial a Manner, in all respects and to all Intents and Purposes, as the said *Thomas Bermingham Daly Henry Sewell* had or could claim therein at Law or in Equity under and by virtue of the said Will, subject nevertheless to the Proviso therein-after contained and herein-after recited; and in the said Indenture of Release and Assignment now under Recital there is contained a Proviso for Redemption of the said undivided Fourth Part or Share of and in the said Real and Personal Estate on Payment by the said *Thomas Bermingham Daly Henry Sewell*,

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Sewell, his Heirs, Executors, Administrators, or Assigns, unto the said *Richard Clark* and *William Clark* as Trustees as aforesaid, their Executors, Administrators, or Assigns, of the Sum of Two thousand and fifty Pounds, with Interest at the Rate of Five Pounds *per Centum per Annum*, on the Twenty-fourth Day of *December* then next: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *January* One thousand eight hundred and twenty-three, the Indenture of Release and Assignment being made between the said *Richard Clark* and *William Clark* of the First Part, *John Bentley* Gentleman, of the Second Part, and the said *William Clark*, and *George Rush*, and *John Maugham Connell*, both therein described and since deceased, of the Third Part, in obedience to a Decree or Decretal Order of the High Court of Chancery recited in the same Indenture of Release and Assignment, and in conformity to the Report in that Indenture also recited of One of the Masters of that Court, appointing the said *George Rush* and *John Maugham Connell* to be Trustees of the said Will of the said Testator *Thomas Bailey Heath Sewell*, instead of the said *Richard Clark*, all and singular the said Freehold Manor, Messuages, Lands, Tenements, and Hereditaments, and other Real Estate, whatsoever and wheresoever, then late the Estate and Property of the said Testator *Thomas Bailey Heath Sewell*, and by his herein-before recited Will devised to the said *William Luther Sewell* and *Robert Sewell*, their Heirs and Assigns, upon the Trusts aforesaid, which were then vested in the said *Richard Clark* and *William Clark*, with the Appurtenances, were conveyed and assured by the said *Richard Clark* and *William Clark* unto the said *John Bentley* and his Heirs, to the Use of the said *William Clark*, *George Rush*, and *John Maugham Connell*, their Heirs and Assigns, for ever, upon and for the Trusts, Intents, and Purposes in and by the same Will declared of and concerning the same; and by the said Indenture of Release and Assignment now under Recital, and by an Indenture of Assignment endorsed thereon, and bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and twenty-three, and made between the said *John Bentley* of the One Part, and the said *William Clark*, *George Rush*, and *John Maugham Connell* of the other Part, in obedience to the last-mentioned Decree or Decretal Order, and in conformity to the last-mentioned Report, all and singular the Personal Estate and Effects whatsoever then late the Estate and Property of the said Testator *Thomas Bailey Heath Sewell*, in and by the herein-before recited Indenture of Release and Assignment of the Fourteenth Day of *August* One thousand eight hundred and four assigned to the said *Richard Clark* and *William Clark* as aforesaid, and not theretofore applied according to the Trusts of the said Will, were assigned in such Manner that the same became vested in the said *William Clark*,

Indenture
dated 27th
and 28th
Jan. 1823.

[Private.]

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George

Sewell's Estate.

Deed Poll
dated 10th
May 1823.

Indentures
dated 18th
and 19th
Oct. 1839.

George Rush, and *John Maugham Connell*, upon and for the Trusts, Intents, and Purposes in and by the said Will of the said Testator *Thomas Bailey Heath Sewell* declared of and concerning the same: And whereas by a Deed Poll, bearing Date the Tenth Day of *May* One thousand eight hundred and twenty-three, under the Hands and Seals of the said *William Clark*, *George Rush*, and *John Maugham Connell*, from the Recitals contained in which it appears that there had been transferred into their Names the Sum of Sixteen thousand four hundred and seventy-five Pounds Three Pounds *per Centum* Consolidated Bank Annuities, being Part of the Personal Estate of the said Testator *Thomas Bailey Heath Sewell*, subject to the Trusts of his herein-before recited Will, it was declared and agreed that they the said *William Clark*, *George Rush*, and *John Maugham Connell*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed of and interested in the said Sum of Sixteen thousand four hundred and seventy-five Pounds Three Pounds *per Centum* Consolidated Bank Annuities, and the Interest, Dividends, and annual Produce thereof, upon and for the Trusts, Intents, and Purposes in and by the said Will of the said *Thomas Bailey Heath Sewell* declared of and concerning the same, or such of them as were then subsisting or capable of taking effect: And whereas the said *Elizabeth Blake Sewell* intermarried on the Second Day of *March* One thousand eight hundred and sixteen with the Reverend *Francis Hawkins Cole* Clerk, and subsequently departed this Life, and was buried on the Twentieth Day of *June* One thousand eight hundred and twenty-seven, leaving her surviving Two Children only, and no other Issue, namely, *Francis Sewell Cole*, born on or about the Thirty-first Day of *October* One thousand eight hundred and seventeen, and *Louisa Ann Cole*, born on or about the Fourth Day of *November* One thousand eight hundred and nineteen: And whereas by Indentures of Lease and of Release and Assignment, dated respectively the Eighteenth and Nineteenth Days of *October* One thousand eight hundred and thirty-nine, and severally made between the said *William Clark*, *George Rush*, and *John Maugham Connell* of the One Part, and the said *Francis Sewell Cole* of the other Part, the said *William Clark*, *George Rush*, and *John Maugham Connell*, on the Application of the said *Francis Sewell Cole*, and in pursuance of the Trusts in that Behalf declared by the said Will of the said Testator *Thomas Bailey Heath Sewell*, conveyed and assigned respectively unto the said *Francis Sewell Cole*, his Heirs, Executors, Administrators, and Assigns, according to the Natures of the Properties respectively, all that One undivided equal Fourth Part or Share to which, as One of the Two only Children of the said *Elizabeth Blake Cole* deceased, he the said *Francis Sewell Cole*, having survived his said Mother the said *Elizabeth Blake Cole*, and attained the Age of Twenty-one Years, was then, under and by virtue of

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of the said therein and herein-before recited Will of the said *Thomas Bailey Heath Sewell*, absolutely entitled of and in all and singular the Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments by the said Will of the said *Thomas Bailey Heath Sewell* given and devised unto his Brothers the said *William Luther Sewell* and *Robert Sewell*, their Heirs and Assigns, for ever, upon the Trusts and in manner therein mentioned, save and except such of the same Hereditaments as were sold and conveyed to the said *William Woodhatch* as therein and herein-before is mentioned, and also of and in the said Sum of Two thousand and fifty Pounds secured by and then remaining due and owing upon and by virtue of the said Indenture of Mortgage of the Twenty-fourth Day of *June* One thousand eight hundred and six, as therein and herein-before is mentioned, and also of and in all the Interest then due and thenceforth to accrue due on the same Sum; and the said *William Clark*, *George Rush*, and *John Maugham Connell* did, by the Indenture of Release and Assignment now under Recital, declare that they, their Executors, Administrators, and Assigns respectively, would stand and be seised and possessed of all such Part or Share of and in the residuary Real and Personal Estate and Effects of the said *Thomas Bailey Heath Sewell*, deceased, as by the said Indenture of Release and Assignment of the Twenty-fourth Day of *June* One thousand eight hundred and six was effectually charged by way of Mortgage with the said Sum of Two thousand and fifty Pounds, and Interest as aforesaid, in trust, in the first place, as well for securing to the said *Francis Sewell Cole* the said One equal Fourth Part or Share thereby assigned of and in the said Sum of Two thousand and fifty Pounds so secured and remaining due and owing as aforesaid, and the accruing Interest thereof, as for securing for the Benefit of the several Persons entitled thereto Three other equal Fourth Parts or Shares of and in the same Sum of Two thousand and fifty Pounds and the Interest thereof, and, subject thereto, upon and for other the Trusts and Purposes thereof declared by the said therein and herein-before recited Will of the said *Thomas Bailey Heath Sewell*: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the Twenty-ninth and Thirtieth Days of *November* One thousand eight hundred and forty, and severally made between the said *William Clark*, *George Rush*, and *John Maugham Connell* of the One Part, and the said *Louisa Ann Cole* of the other Part, the said *William Clark*, *George Rush*, and *John Maugham Connell*, on the Application of the said *Louisa Ann Cole* and in pursuance of the Trusts in that Behalf declared by the said Will of the said Testator *Thomas Bailey Heath Sewell*, conveyed and assigned respectively unto the said *Louisa Ann Cole*, and her Heirs, Executors, Administrators, and Assigns, according to the Natures of the Properties respectively, all that the One undivided equal Fourth Part or Share to which, as One of the Two Children of the said *Elizabeth Blake Cole*, deceased, she the said

Louisa

Indentures
dated 29th
and 30th
Nov. 1840.

Sewell's Estate.

Louisa Ann Cole having survived her Mother the said *Elizabeth Blake Cole*, and attained the Age of Twenty-one Years, was then, under and by virtue of the said Will of the said *Thomas Bailey Heath Sewell*, absolutely entitled of and in all, and singular the Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments by the said Will of the said *Thomas Bailey Heath Sewell* given and devised unto his Brothers the said *William Luther Sewell* and *Robert Sewell*, their Heirs and Assigns, for ever, upon the Trusts and in manner therein mentioned, save and except such of the same Hereditaments as were sold and conveyed to the said *William Woodhatch*, as therein-before and herein-before is mentioned, and also of and in the Sum of Two thousand and fifty Pounds secured by and then remaining due and owing under and by virtue of the said Indenture of Release and Assignment of the Twenty-fourth Day of *June* One thousand eight hundred and six, as therein and herein-before is mentioned, and also of and in all Interest then due and thereafter to accrue due on the same: And whereas Two Sums, each of Four thousand one hundred and eighteen Pounds Five Shillings Three Pounds *per Centum* Consolidated Bank Annuities, and severally Parcel of the aforesaid Sum of Sixteen thousand four hundred and seventy-five Pounds like Annuities, were by the said *William Clark*, *George Rush*, and *John Maugham Connell*, pursuant to the Trusts in that Behalf declared by the said Will of the said Testator *Thomas Bailey Heath Sewell*, transferred to the said *Francis Sewell Cole* and *Louisa Ann Cole* respectively, as and for their respective Two Fourth Shares of the last-mentioned Sum of Bank Annuities: And whereas by an Indenture of Release and Assignment, bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and forty-two, endorsed on the lastly herein-before recited Indenture of Release and Assignment, and expressed to be made in pursuance of the Act of Parliament for rendering a Release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same Parties, and made between the said *Louisa Ann Cole* of the First Part, *Richard Luther Watson* Esquire of the Second Part, and the *Reverend Richard Watson* Clerk, *Inigo Jones* Esquire, *William Cornish* Esquire, and *John Griffith Cole* Esquire, of the Third Part, in consideration of a Marriage then agreed upon and intended then shortly to be solemnized between the said *Richard Luther Watson* and the said *Louisa Ann Cole*, the said *Louisa Ann Cole* did, with the Privity and Approbation of the said *Richard Luther Watson*, grant and release unto the said *Richard Watson*, *Inigo Jones*, *William Cornish*, and *John Griffith Cole*, all that One undivided equal Fourth Part or Share of the said *Louisa Ann Cole* in the lastly herein-before recited Indenture of Release and Assignment mentioned and thereby conveyed unto and to the Use of the said *Louisa Ann Cole* and her Heirs, of and in all and singular the Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments given and devised by the said *Thomas Bailey Heath Sewell* unto the said *William Luther*

Indenture
dated 28th
March 1842.

Sewell's Estate.

Luther Sewell and *Robert Sewell* upon the Trusts and in the Manner in the same Indenture of Release and Assignment mentioned, (except such of those Hereditaments as were sold and conveyed to the said *William Woodhatch* as aforesaid,) to hold unto the said *Richard Watson*, *Inigo Jones*, *William Cornish*, and *John Griffith Cole*, and their Heirs, to the Use of the said *Louisa Ann Cole*, her Heirs and Assigns, until the said then intended Marriage between her and the said *Richard Luther Watson* should be solemnized, and after the Solemnization thereof to the Use of the said *Richard Watson*, *Inigo Jones*, *William Cornish*, and *John Griffith Cole*, their Heirs and Assigns, for ever, upon trust that the said *Richard Watson*, *Inigo Jones*, *William Cornish*, and *John Griffith Cole* should sell and dispose of the said Premises in manner therein mentioned, but that no Sale should be made under the Trusts aforesaid during the joint Lives of the said *Richard Luther Watson* and *Louisa Ann Cole* without their Consent and Direction, to be signified by some Writing under their Hands; and by the Indenture now under Recital it was declared that the Receipt in Writing of the Trustees for the Time being acting in execution of any of the Trusts thereby declared for any Money payable to them by virtue of the same, should be a good and sufficient Discharge for the Money in such Receipt acknowledged to be received, and that the Persons to whom such Receipts should be respectively given should not be answerable for any Misapplication or Non-application or concerned to see to the Application of such Money; and by the said Indenture under Recital, in consideration of the said then intended Marriage, the said *Louisa Ann Cole* did, with the Privity and Approbation of the said *Richard Luther Watson*, assign unto the said *Richard Watson*, *Inigo Jones*, *William Cornish*, and *John Griffith Cole* the said One equal Fourth Part of her, the said *Louisa Ann Cole*, of and in the said Principal Sum of Two thousand and fifty Pounds secured and then still remaining due upon and by virtue of the said recited Indenture of the Twenty-fourth Day of *June* One thousand eight hundred and six, and assigned to the said *Louisa Ann Cole* by the said Indenture of Release and Assignment of the Thirtieth Day of *November* One thousand eight hundred and forty, and of and in all Interest then due and thenceforth to become due for the same, and the full Benefit and Advantage of all the Securities for the said Part or Share, to hold the same unto the said *Richard Watson*, *Inigo Jones*, *William Cornish*, and *John Griffith Cole*, in trust for the said *Louisa Ann Cole* until the Solemnization of the said then intended Marriage of her with the said *Richard Luther Watson*, and after such Solemnization upon and for the Trusts, Intents, and Purposes mentioned or referred to of and concerning the same in and by the said Indenture under Recital; and it was thereby declared that the Receipts of the Trustees for the Time being acting thereunder, for any Monies to be received by them by virtue of that Indenture, should be good and

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sufficient

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dated 29th
March 1845.

sufficient Discharges for the Money in such Receipts acknowledged to be received, and that the Persons to whom such Receipts should be given should not be answerable or accountable for any Misapplication or Nonapplication, or concerned to see to the Application thereof: And whereas the said intended Marriage between the said *Richard Luther Watson* and the said *Louisa Ann Cole* was solemnized on the Twenty-ninth Day of *March* One thousand eight hundred and forty-two: And whereas by Indenture dated the Twenty-ninth Day of *March* One thousand eight hundred and forty-five, and made between the said *Richard Watson, Inigo Jones, William Cornish, and John Griffith Cole*, of the First Part, the said *Richard Luther Watson and Louisa Ann* his Wife, then lately *Louisa Ann Cole*, of the Second Part, and the said *Francis Sewell Cole* of the Third Part, the said *Richard Watson, Inigo Jones, William Cornish, and John Griffith Cole*, for carrying into effect a Contract for Sale entered into by them with the said *Francis Sewell Cole*, by the Direction and with the Consent of the said *Richard Luther Watson and Louisa Ann* his Wife, pursuant to and in execution of the Trust in that Behalf reposed in them by the Indenture last herein-before recited, and in consideration of the Sum of Three thousand five hundred and forty-five Pounds paid to them as such Trustees as aforesaid, did by such Direction and with such Consent as aforesaid, bargain, sell, release, and convey, and the said *Richard Luther Watson and Louisa Ann* his Wife did grant, bargain, sell, alien, release, ratify, and confirm unto the said *Francis Sewell Cole*, all that the said undivided Fourth Part or Share of her the said *Louisa Ann Cole* mentioned and described in the said Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *November* One thousand eight hundred and forty, and in the said Indenture of Settlement of the Twenty-eighth Day of *March* One thousand eight hundred and forty-two, and thereby conveyed and assured, of and in all and singular the Freehold Messuages, Farms, Lands, Hereditaments, and Premises therein also mentioned or referred to, all of which are particularly described in the Schedule written under the Indenture now in recital, and are stated in that Indenture to constitute the whole residuary Real Estate late of the said Testator *Thomas Bailey Heath Sewell*, deceased, then remaining subject to the Trusts of the said Will, and of and in the Appurtenances thereof, to hold the same unto and to the Use of the said *Francis Sewell Cole*, his Heirs and Assigns, for ever: And whereas by another Indenture, also dated the Twenty-ninth Day of *March* One thousand eight hundred and forty-five, and made between the said *Richard Watson, Inigo Jones, William Cornish, and John Griffith Cole*, of the First Part, the said *Richard Luther Watson and Louisa Ann* his Wife of the Second Part, and *Francis Sewell Cole* of the Third Part, in consideration of the several Sums of Five hundred and twelve Pounds Ten Shillings and Twelve Pounds Sixteen Shillings and Fivepence to the said *Richard Watson, Inigo Jones,*

Indenture
dated 29th
March 1845.

Sewell's Estate.

Jones, William Cornish, and John Griffith Cole, as such Trustees as aforesaid, with the Consent and Approbation of the said *Richard Luther Watson* and *Louisa Ann* his Wife, paid by the said *Francis Sewell Cole*, the said *Richard Watson, Inigo Jones, William Cornish, and John Griffith Cole*, did, with the Consent and Approbation of the said *Richard Luther Watson* and *Louisa Ann* his Wife, assign and transfer, and the said *Richard Luther Watson* and *Louisa Ann* his Wife did assign, transfer, and confirm unto the said *Francis Sewell Cole*, for his own absolute Benefit, the One equal Fourth Part or Share therein mentioned to be then due and owing to the said *Richard Watson, Inigo Jones, and John Griffith Cole* of and in the said Principal Sum of Two thousand and fifty Pounds, secured by the herein-before recited Indenture of the Twenty-fourth Day of *June* One thousand eight hundred and six, and also the Sum of Twelve Pounds Sixteen Shillings and Threepence then due for Interest thereon, and all Interests thenceforth to accrue and become due for the same, and the full Benefit and Advantage of all Securities for the said Part or Share: And whereas the said *Harriet Sewell* died on the Eleventh Day of *June* One thousand eight hundred and thirty-four: And whereas the said *Thomas Bermingham Daly Henry Sewell* was married once only, namely, to the said *Harriet Sewell*, and by her he had Issue Ten Children, and no more, namely, *Elizabeth Sewell*, who on or about the Ninth Day of *May* One thousand eight hundred and fourteen intermarried with the Reverend *Solomon Richards*, now of the City of *Dublin*, Clerk; *Isabella Mary Sewell*, who on or about the Twenty-third Day of *January* One thousand eight hundred and twenty-nine intermarried with *Marcus Beresford* Esquire, now a Colonel in Her Majesty's Army and Commandant of the Garrison of *Chatham*; *Louisa Araminta Sewell*, who on or about the Twenty-third Day of *October* One thousand eight hundred and twenty-six intermarried with Sir *William Edward Leeson* Knight; *Henrietta Susan Sewell*, who on the Thirtieth Day of *August* One thousand eight hundred and thirty intermarried with *William Nesbitt Burrowes* Esquire, who died on the First Day of *October* One thousand eight hundred and forty-one; and Six other Children, Five of them Daughters, who died in early Infancy, and the other a Son named *Thomas*, who died on the Second Day of *August* One thousand eight hundred and thirty-six, and all of whom died without having been married, and before the filing of the Bill next herein-after recited: And whereas the said *Isabella Mary Beresford* died on or about the Twenty-seventh Day of *August* One thousand eight hundred and thirty-six, leaving Two Children, respectively named *Harriet Louisa Beresford* and *Isabella Elizabeth Beresford*, her only Issue her surviving: And whereas the said *William Clark* died in the Month of *September* One thousand eight hundred and forty-three, leaving his said Co-trustees, the said *George Rush* and *John Maugham Connell*, him surviving: And whereas on
the

Sewell's Estate.

Bill filed in
Court of
Chancery
29th May
1845.

the Twenty-ninth Day of *May* One thousand eight hundred and forty-five the said *Francis Sewell Cole* filed his Bill in the said Court of Chancery against the said *Thomas Bermingham Daly Henry Sewell*, the said *Henrietta Susan Burrowes* in the said Bill called *Susanna Burrowes*, the said *Sir William Edward Leeson* therein called *Sir William Leeson*, and the said *Louisa Araminta* his Wife, the said *Solomon Richards* and *Elizabeth* his Wife, the said *Harriet Louisa Beresford* called in the said Bill *Harriet Beresford*, the said *Isabella Elizabeth Beresford* therein called *Isabella Beresford*, the said *George Rush*, and *John Maugham Connell*, as Defendants thereto respectively, praying that a Commission of Partition might be issued to divide and allot the Real Estate by the said Will of the said Testator *Thomas Bailey Heath Sewell* devised and then remaining unsold in equal Fourth Parts or Shares, and that Two full and equal Fourth Parts or Shares, being One Moiety thereof, might be allotted and conveyed to the said *Francis Sewell Cole*, his Heirs and Assigns, or as he should direct, and that the Two other full and equal Fourth Parts or Shares thereof might be allotted and conveyed unto the said *George Rush* and *John Maugham Connell*, upon the Trusts declared in and by the said Will of the said Testator *Thomas Bailey Heath Sewell* of and concerning the same respectively, and in the said Will referred to: And whereas, after the filing of the said Bill, and before any Answer was put in thereto, *videlicet*, in the Month of *December* One thousand eight hundred and forty-five, the said *John Maugham Connell* departed this Life, leaving him surviving his said Co-trustee the said *George Rush*: And whereas the said several Defendants to the herein-before mentioned Bill, other than the said *John Maugham Connell*, deceased, having appeared and put in their Answers thereto, the said *Harriet Louisa Beresford* appearing and answering by her Guardian the said *Marcus Beresford*, and the said *Isabella Elizabeth Beresford* appearing and answering by her Guardian *Thomas Edward Bigg*, the said Cause came on for Hearing before his Honour the Vice Chancellor of *England* on the Twenty-ninth Day of *May* One thousand eight hundred and forty-six, and by the Decree of the Court then made it was referred to the Master of the Court to whom the said Cause stood referred, to inquire and state what Freehold Messuages, Lands, Hereditaments, and Premises were devised by the said Will of the said Testator *Thomas Bailey Heath Sewell*, and were then remaining unsold, and to state to the Court the Particulars of which the same consisted, and where the same were respectively situate, and in whose Tenure and Occupation the same respectively were; and it was ordered that the said Master should inquire and state to the Court to what Shares the Plaintiff and the several Defendants were respectively entitled of and in the said Freehold Messuages, Lands, Hereditaments, and Premises, and for what Estates and Interests they were so respectively entitled, with the usual Directions; and the Consideration of all further Directions, and of the Costs of the Suit, were reserved:

And

Decree dated
29th May
1846.

Sewell's Estate.

And whereas *Richard Torin Kindersley* Esquire, the Master to whom, under the General Order of Transfer of Causes and Matters referred to *Sir Giffin Wilson*, then late One of the Masters in Ordinary of the said Court, the Cause last mentioned was transferred, made his Report in the same Cause, pursuant to the last herein-before recited Decree, and that Report bears Date the Twenty-first Day of *June* One thousand eight hundred and forty-eight, and stands confirmed by an Order in that Cause bearing Date the Seventh Day of *July* One thousand eight hundred and forty-eight, and he thereby found that the Freehold Messuages, Lands, Hereditaments, and Premises devised by the Will of the said Testator *Thomas Bailey Heath Sewell*, remaining unsold, consisted of several Farm Houses, Messuages, Dwelling Houses, and Five hundred and seven Acres One Rood and Twenty-nine Perches of Arable, Meadow, and Pasture Lands, in the several Parishes of *Chertsey, Chobham, and Horsel*, in the County of *Surrey*, the Particulars and further Description whereof he the said Master certified that he had set forth in a Schedule to that his Report, and had therein shown in whose Tenure and Occupation such Farm Houses, Messuages, Dwelling Houses, Lands, and Hereditaments then were, and the annual Rental at which the same were held; the Farm Houses, Messuages, Lands, and Hereditaments which, and the Particulars of which, were thus reported to the Court, being the Messuages, Lands, and Hereditaments described in the First and Second Schedules to the Deed of Partition herein-after recited of the Sixteenth Day of *January* One thousand eight hundred and fifty, and mentioned in that Deed to be thereby granted or otherwise assured, with their Appurtenances; and as to the Shares, Estates, and Interests of the said Plaintiff and Defendants to the last-mentioned Bill in the said Freehold Messuages, Lands, Hereditaments, and Premises, the said Master found that the said *Francis Sewell Cole* was absolutely seised of and entitled to Two undivided equal Fourth Parts, making together One undivided Moiety or equal Half Part of and in the said Farm Houses, Messuages, Dwelling Houses, Lands, Hereditaments, and Premises, so as aforesaid devised and remaining unsold, for an Estate in Fee Simple; and that the said *George Rush*, as the surviving Trustee of the said Indentures of the Twenty-seventh and Twenty-eighth Days of *January* One thousand eight hundred and twenty-three, was absolutely seised of and entitled to the other Two undivided equal Fourth Parts, making together the other undivided Moiety or equal Half Part of and in the same Freehold Messuages, Lands, Hereditaments, and Premises, for an Estate in Fee Simple; nevertheless, as to One of such Two last-mentioned undivided Fourth Parts of the said Hereditaments and Premises, upon trust, in the first place, to raise the said Sum of Two thousand and fifty Pounds and Interest mentioned in and secured by the said Indenture of Release and Assignment of the Twenty-fourth Day of *June* One thousand eight hundred and six, and, subject thereto, upon trust

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for

Masters Report, 21st June 1848.

Sewell's Estate.

for the said *Thomas Bermingham Daly Henry Sewell* for his Life, and after his Decease in trust for all and every his Child and Children who should be living at the Time of his Decease, and their respective Heirs and Assigns, and the Issue who should be living at the Time of his Decease of any of his Children who should have died in his Lifetime, leaving Issue who should be living at the Time of his Decease, and the Heirs and Assigns of such Issue, but so that such Issue of any deceased Child would be entitled only to the same Share to which their said deceased Parent would have been entitled in case he or she had survived the said *Thomas Bermingham Daly Henry Sewell*; and in case at his Decease there should be no Issue living of him the said *Thomas Bermingham Daly Henry Sewell* then in trust for the Heirs and Assigns of the said *Elizabeth Blake Cole*, deceased; and as to the remaining undivided Fourth Part or Share of the said Hereditaments and Premises upon trust for the said *Thomas Bermingham Daly Henry Sewell*, for his Life, and after his Decease upon the same Trusts as before in the said Report were stated respecting the said former undivided Fourth Part or Share, to take effect after the Decease of the said *Thomas Bermingham Daly Henry Sewell*; and the said Master found that the said *Henrietta Susan Burrowes*, *Louisa Araminta Leeson*, and *Elizabeth Richards*, as the only then surviving Children of the said *Thomas Bermingham Daly Henry Sewell*, and the said *Harriet Louisa Beresford* and *Isabella Elizabeth Beresford* as the only Issue of any deceased Child of the said *Thomas Bermingham Daly Henry Sewell*, were the only Persons who were contingently entitled under the aforesaid Trusts in favour of the Children and Issue of the said *Thomas Bermingham Daly Henry Sewell*, and that the said *Francis Sewell Cole* was the sole Heir-at-Law of the said Intestate *Elizabeth Blake Cole*, deceased; and as to the said Sum of Two thousand and fifty Pounds and the Interest thereof, the said Master found that the said *Francis Sewell Cole* was absolutely entitled to One Moiety of the said Principal Sum of Two thousand and fifty Pounds and Interest; and that the said *George Rush*, as such surviving Trustee as aforesaid, was absolutely entitled to the other Moiety thereof, upon trust for the said *Thomas Bermingham Daly Henry Sewell* for his Life, and after his Decease in trust for all and every his Child of Children who should be living at the Time of his Decease, and the Issue who should be living at the Time of his Decease of any of his Children who should have died in his Lifetime, leaving Issue who should be living at the Time of his Decease, so that Issue of any deceased Child would be entitled only to the same Share which their deceased Parent would have been entitled to in case he or she had survived him the said *Thomas Bermingham Daly Henry Sewell*; and in case at his Decease there should be no Issue living of him the said *Thomas Bermingham Daly Henry Sewell*, then in trust for the Executors, Administrators, and Assigns of the said *Elizabeth Blake Cole*, deceased: And whereas by a Decretal Order of His Honour the Vice Chancellor

Order of
Court dated

Sewell's Estate.

cellor of *England* made in the said Cause on the Twenty-eighth Day of *July* One thousand eight hundred and forty-eight, it was ordered that a Commission of Partition should issue to divide the Estates in question in the Master's Report mentioned into Moieties, and that One Moiety thereof should be allotted as the Share of the said *Francis Sewell Cole*, and that the other Moiety should be allotted as the Share of the said *George Rush*, as the surviving Trustee of the herein-before recited Indentures of the Twenty-seventh and Twenty-eighth Days of *January* One thousand eight hundred and twenty-three, upon the Trusts thereof: And whereas a Commission of Partition, bearing Date the Twenty-fifth Day of *September* One thousand eight hundred and forty-eight, was issued according to the last herein-before recited Order, directed to Four Commissioners therein named, and authorizing them or any Two or more of them to execute the same: And whereas *James Martin Sanderson* and *Frederick Smallpiece*, Two of the Commissioners named in the said Commission, duly made their Certificate and Return thereto under their Hands and Seals, and the same bears Date the Tenth Day of *March* One thousand eight hundred and forty-nine, is annexed to the said Commission, and was confirmed by an Order of the said Court dated the Nineteenth Day of *April* One thousand eight hundred and forty-nine, and they thereby certified amongst other things that in pursuance and by virtue of the said Commission they had to the best of their Skill, Knowledge, and Judgment made a fair Partition, Division, and Allotment of the said Estates and Premises in question in the said Cause into Two equal Moieties, or as near thereto as they were able, and that, having so divided and allotted the same, they attended as therein mentioned for the Purpose of determining by Lot which of the said Two Moieties should be allotted to the Complainant, and which to the said Defendant *George Rush* as the surviving Trustee as aforesaid, and that a Particular or Schedule having been prepared by them of each of the said Moieties designated and described respectively as "the North Portion" and "the South Portion," the Solicitors of the said *Francis Sewell Cole* and the said *George Rush* as such surviving Trustee as aforesaid respectively thereupon proceeded to draw Lots in their Presence, and that the Lot comprising the Estate and Premises designated and described as "the South Portion" was drawn on behalf of the said *Francis Sewell Cole*, and the Lot comprising the Estates and Premises designated and described as "the North Portion" was drawn on behalf of the said *George Rush*, and that they the said Commissioners had therefore divided and allotted, and by their Certificate did thereby divide and allot, unto the said *Francis Sewell Cole*, as and for his Moiety of the said Estates and Premises, the Premises which were so as aforesaid comprised in the said Lot designated and described as the South Portion, and which consisted of the several Messuages or Tenements and Lands set forth in the said Certificate, and more particularly

28th July
1848.Commission
issued 25th
Sept. 1848.Return of
Commission-
ers, 16th
April 1849.

Sewell's Estate.

Decretal
Order of
Court, dated
8th June
1849.

Indenture
dated 16th
Jan. 1850.

particularly enumerated and described in the First Schedule thereunto annexed, and that they had divided and allotted, and by their said Certificate did thereby divide and allot, unto the said *George Rush*, as the surviving Trustee of the said recited Indentures of the Twenty-seventh and Twenty-eighth Days of *January* One thousand eight hundred and twenty-three, the Premises so as aforesaid comprised in the said Lot designated and described as the North Portion, and which consisted of the Messuages, Tenements, and Lands set forth in the said Certificate, and more particularly enumerated and described in the Second Schedule thereunto annexed, of which Schedule the One annexed to this Act is a Copy; and the said Commissioners certified that they had allotted, and did thereby allot, unto the said *George Rush*, as such Trustee as aforesaid, a certain Right of Way in the said Certificate particularly described: And whereas by a further Decretal Order of His Honour the Vice Chancellor of *England* made in the said Cause on the Eighth Day of *June* One thousand eight hundred and forty-nine, it was, amongst other things, ordered that the said *George Rush* should deliver up Possession to the said *Francis Sewell Cole* of the several Messuages, Lands, Hereditaments, and Premises designated and described in the said Certificate of the said Commissioners as the South Portion, and that the said *Francis Sewell Cole* should deliver up to the said *George Rush* the Possession of the several Messuages, Lands, Hereditaments, and Premises designated and described in the same Certificate as the North Portion, and that all proper Conveyances should be made and executed by the said *George Rush* of the said Hereditaments and Premises comprised in the said South Portion to the said *Francis Sewell Cole*, his Heirs and Assigns, discharged from the said Sum of Two thousand and fifty Pounds and Interest, and that all proper Conveyances should be made and executed by the said *Francis Sewell Cole* and *George Rush* of the Hereditaments and Premises comprised in the said North Portion to the said *George Rush*, his Heirs and Assigns, upon the Trusts therein mentioned: And whereas by an Indenture of Partition, bearing Date the Sixteenth Day of *January* One thousand eight hundred and fifty, and made between the said *George Rush* of the First Part, the said *Francis Sewell Cole* of the Second Part, and *Frederick Allan Grant* Gentleman, of the Third Part, after reciting to the Effect herein-before recited, and that in obedience to the last herein-before recited Order the said *George Rush* and *Francis Sewell Cole* had severally and respectively delivered up to the other of them Possession of the several Messuages, Lands, Hereditaments, and Premises, Possession whereof they by that Order were severally and respectively ordered so to deliver up, it was witnessed that in consideration of the Premises, and in pursuance of and in obedience to the said Order of the Eighth Day of *June* One thousand eight hundred and forty-nine, and for completing the said Partition, and to the Intent that the several Hereditaments

Sewell's Estate.

ments allotted by the said Certificate of Partition might be for ever thereafter held and enjoyed in severalty according to the Uses thereof therein-after declared, the said *George Rush* and *Francis Sewell Cole*, according to their several and respective Estates, Rights, Shares, and Interests in the Premises, and each of them, so far as respected his own Share or Shares of and Interest in such of the Hereditaments last mentioned as by the same Order were directed to be conveyed to the other of them at the Request and by the Direction of such other, did and each of them did thereby grant, release, and convey unto the said *Frederick Allan Grant* and his Heirs, first, all those Messuages or Tenements, Farms and Lands, described in the Indenture now under Recital, and which are more particularly described in the First Schedule to the said Certificate of the said Commissioners annexed, and also in the First Schedule to that Indenture annexed, being a Copy of that Schedule, and are in each of those Schedules designated and described as the "South Portion," and the same are delineated in the Map or Plan to the said Certificate annexed, and also in the Map or Plan to the said Indenture under Recital annexed, being a Copy of that Map or Plan, and are in each of those Maps or Plans marked with a Blue Colour; and, secondly, all that Messuage or Tenement and Lands called *Queen Wood*, then in the Tenure or Occupation of *Richard Crawshay* Esquire and *James Beech*, and situate in the said Parish of *Chobham* in the said County of *Surrey*, containing by Estimation Forty-four Acres Three Roods and Twenty-nine Perches, more or less; and also all that Messuage or Tenement and Lands called *Stanyard's Hill Farm*, then in the Tenure or Occupation of *John Stevens*, situate in the said Parish of *Chobham*, containing by Estimation Forty-nine Acres and Thirty-one Perches, more or less; and also all that Messuage or Tenement and Lands called *Ford's* or *Dolly's Farm*, then in the Tenure or Occupation of *James Lipscombe*, and situate in the said Parish of *Chobham*, containing by Estimation One hundred and nine Acres Three Roods and Twenty-three Perches, more or less; and also all that Cottage or Tenement and Garden, then in the Tenure or Occupation of *William Martin*, situate in the Parish of *Chobham*, containing by Estimation Thirty-three Perches, more or less; and also all that Cottage or Tenement, with Two Fields or Closes of Land, then in the Tenure or Occupation of *James Harding*, and situate in the said Parish of *Chobham*, containing by Estimation Three Acres and Four Perches, more or less; and also all those Closes, Pieces, or Parcels of Land, being Part of a Farm and Lands called *Bonsey's* or *Twitchen's Farm*, then in the Tenure or Occupation of *James Fladgate*, and situate in the said Parish of *Chobham* in the said County of *Surrey*, containing by Estimation Twenty-seven Acres Three Roods and Two Perches, more or less; all which last-mentioned several Messuages or Tenements, Farms and Lands, are more particularly described in the Second Schedule to the said Certificate of

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the said Commissioners annexed, and also in the Second Schedule to the Indenture now under Recital annexed, being a Copy of that Schedule, and are in each of those Schedules designated and described as the "North Portion," and the same are delineated in the Map or Plan to the same Certificate annexed, and also in the Map or Plan to the same Indenture annexed, being a Copy of that Map or Plan, and are in each of those Maps or Plans marked with a Pink Colour, together with all and singular the Rights, Members, and Appurtenances to the said Hereditaments and Premises belonging, or in anywise appertaining, to have and to hold all and singular the said Messuages, Farms, Lands, and Hereditaments thereby granted and conveyed, or intended so to be, with their Appurtenances, unto the said *Frederick Allan Grant* and his Heirs, to the Uses thereafter expressed and declared concerning the same; (that is to say,) as to, for, and concerning all and singular the said several Messuages or Tenements, Farms, Lands, Hereditaments, and Premises firstly therein-before described, and mentioned to be thereby granted, released, and conveyed, being the same which are comprised in the said First Schedule thereto annexed, and are marked in the Map or Plan thereto annexed with a Blue Colour, and being the Hereditaments which were allotted to the said *Francis Sewell Cole* in the therein-before and herein-before recited Certificate of Partition, subject nevertheless to the Right or Liberty of Way and Passage in the said Certificate of Partition mentioned and thereby allotted, and afterwards in and by the Indenture now under Recital granted to the said *George Rush*, as such Trustee as aforesaid, to the Use of the said *Francis Sewell Cole*, his Heirs and Assigns, for ever, freed and absolutely discharged from the said Sum of Two thousand and fifty Pounds and Interest, mentioned in and secured by the said Indenture of Release and Mortgage of the Twenty-fourth Day of *June* One thousand eight hundred and six; and as to, for, and concerning all and singular the said several Messuages or Tenements, Farms, Lands, Hereditaments, and Premises in the Indenture under Recital secondly before described, and mentioned to be thereby granted, released, and conveyed, being the same which are comprised in the said Second Schedule thereto annexed, and are marked in the Map or Plan thereto annexed with a Pink Colour, and being the Hereditaments which were allotted to the said *George Rush*, as such Trustee as aforesaid, in and by the therein-before recited Certificate of Partition, together with the Right or Liberty of Way and Passage as aforesaid, to the Use of the said *George Rush*, his Heirs and Assigns, for ever, upon the Trusts and for the Intents and Purposes therein-after expressed and declared of and concerning the same; (that is to say,) as to One undivided Moiety or equal Half Part of and in the said Hereditaments and Premises therein-before limited to the Use of the said *George Rush*, his Heirs and Assigns, upon trust, in the first place, to raise the said Sum of Two thousand
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and fifty Pounds and Interest mentioned in and secured by the said Indenture of Release and Mortgage of the Twenty-fourth Day of *June* One thousand eight hundred and six, and, subject thereto, upon trust for the said *Thomas Bermingham Daly Henry Sewell* for his Life, and after his Decease in trust for all and every the Child and Children of the said *Thomas Bermingham Daly Henry Sewell* who should be living at the Time of his Decease, and their respective Heirs and Assigns, and the Issue who should be living at the Time of his Decease of any of his Children who should have died in his Lifetime leaving Issue who should be living at the Time of his Decease, and the Heirs and Assigns of such Issue, but so that such Issue of any deceased Child should be entitled only to the same Share which their said deceased Parent would have been entitled to in case he or she had survived him the said *Thomas Bermingham Daly Henry Sewell*, and in case at the Decease of the said *Thomas Bermingham Daly Henry Sewell* there should be no Issue living of him the said *Thomas Bermingham Daly Henry Sewell*, in trust for the Heirs and Assigns of the said *Elizabeth Blake Cole*, deceased; and as to the other undivided Moiety or equal Half Part or Share of the same Hereditaments and Premises therein-before limited to the Use of the said *George Rush*, his Heirs and Assigns, upon trust for the said *Thomas Bermingham Daly Henry Sewell* for his Life, and after his Decease upon the same Trusts as therein-before are declared respecting the other or first-mentioned undivided Moiety or Half Part or Share of the same Hereditaments and Premises, to take effect after the Decease of the said *Thomas Bermingham Daly Henry Sewell*; and by the said Indenture now under Recital the said *Francis Sewell Colé* did, for himself and his Heirs, grant unto the said *George Rush*, his Heirs and Assigns, for ever, nevertheless upon the Trusts therein-before declared concerning the Messuages, Lands, Hereditaments, and Premises therein-before limited in Use to him and them, full and free Liberty of Ingress, Egress, and Regress, Way and Passage, for himself and themselves, and his and their Tenants, Under-tenants, Servants, Workmen, and others, from Time to Time and at all Times for ever thereafter, as well on Foot as on Horseback, and with or without Carts and Carriages, for Agricultural Purposes, into, through, over, and upon all that Lane, Piece, or Parcel of Land numbered 16 in the First Schedule, and on that Part coloured Blue of the Map or Plan both thereunto annexed, into, out of, and from all those Cottages or Tenements, Closes and Parcels of Land, numbered respectively 30, 32, 33, 60, and 61 in the Second Schedule, and in that Part coloured Pink of the said Map or Plan: And whereas the said *Henrietta Susan Burrowes* on the Seventh Day of *August* One thousand eight hundred and forty-seven intermarried with *George* now Earl of *Perth and Melfort*, then *George Drummond*, and then commonly called *Duc de Melfort*, and in contemplation of such

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such Marriage, by an Indenture of Settlement bearing Date the said Seventh Day of *August* One thousand eight hundred and forty-seven, and made or expressed to be made between the said *Henrietta Susan* Countess of *Perth and Melfort*, by the name of *Susanna Henrietta Burrowes*, of the First Part, the said *George* Earl of *Perth and Melfort*, by the Name and Title of *George Drummond* Duke of *Melfort*, of the Second Part, and the said *Marcus Beresford* and *Alexander James Beresford Hope*, of *Connaught Place, Hyde Park*, in the said County of *Middlesex*, Esquire, therein called *Alexander Beresford Hope*, of the Third Part, it was witnessed that, in consideration of the said then intended Marriage, she, the said *Henrietta Susan* now Countess of *Perth and Melfort*, with the Consent of the said *George* now Earl of *Perth and Melfort*, did grant and assign unto the said *Marcus Beresford* and *Alexander James Beresford Hope* an Annuity to which, under the Settlement made on her Marriage with her First Husband, and his Will, she was entitled for her Jointure so subject as in the Indenture under Recital mentioned, to hold the same unto the said *Marcus Beresford* and *Alexander James Beresford Hope*, their Executors, Administrators, and Assigns, upon the Trusts therein mentioned, being, after the Solemnization of the said then intended Marriage, for the separate Use inalienably of the said *Henrietta Susan* now Countess of *Perth and Melfort*; and by the same Indenture it was further witnessed that each of them, the said *George* now Earl of *Perth and Melfort* and *Henrietta Susan* now his Wife, did thereby covenant with the said *Marcus Beresford* and *Alexander James Beresford Hope*, their Executors and Administrators, that if the said then intended Marriage should take effect, and if the said *Henrietta Susan* now Countess of *Perth and Melfort* then was, or if at any Time or Times during the said then intended Coverture she or the said *George* now Earl of *Perth and Melfort* in her Right should become, entitled by Descent, Transmission, Claim, Devise, Bequest, Gift, Representation, or otherwise, to any Real or Personal Property not therein otherwise comprised for any Estate or Interest whatsoever, then and in such Case the said *Marcus Beresford* and *Alexander James Beresford Hope*, and all other necessary Parties, should and would, at the Costs and Charges of the said Trust Estate, from Time to Time, as soon as the Case would admit, effectually convey, assign, settle, and assure, or cause to be well and effectually vested in the said *Marcus Beresford* and *Alexander James Beresford Hope*, or the Survivor of them, his Heirs, Executors, Administrators, or Assigns, or their or his Assigns, all and singular the said Real and Personal Estate to which the said *Henrietta Susan* now Countess of *Perth and Melfort* then was, or she or the said *George* now Earl of *Perth and Melfort* in her Right should become, entitled during the said then intended Coverture as aforesaid, for all her Estate and Interest therein, nevertheless,

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theless, as to such Part or Parts of the said Real and Personal Estate as should not consist of any Annuity or Annuities or any Interest or Interests in Real or Personal Estate for the Life of the said *Henrietta Susan* now Countess of *Perth and Melfort* or for any Term of Years determinable on her Death, or of Jewels or such other Chattels Personal as are therein mentioned, upon trust, with all convenient Speed, and in such Manner as the said Trustees or Trustee for the Time being of those Presents should think fit, to sell and dispose of and convert the same into Money, and receive the same, and upon trust that the said Trustees or Trustee for the Time being should invest the Monies so to arise or be received, in their or his Names or Name, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest on Government or Real Securities in *Great Britain* or *Ireland*, with a Power to vary as therein mentioned the Investments for the Time being of the said Trust Monies, and upon further trust that the said Trustees or Trustee for the Time being should pay unto the said *Henrietta Susan* now Countess of *Perth and Melfort* the annual Proceeds of the said Trust Monies, Stocks, Funds, and Securities during her Life for her separate Use inalienably in manner therein expressed, and that after the Death of the said *Henrietta Susan* now Countess of *Perth and Melfort* the said Trust Monies, Stocks, Funds, and Securities should be upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said *Henrietta Susan* now Countess of *Perth and Melfort* should by her last Will, notwithstanding her then intended Coverture, appoint; and in default of such Appointment, and so far as any such Appointment, if incomplete, should not extend, in trust for all and every the then present Child and Children of the said *Henrietta Susan* now Countess of *Perth and Melfort* by the said *William Nesbit Burrowes*, and the Child and Children of the said then intended Marriage, who, being a Son or Sons, should live to attain the Age of Twenty-one Years, or, being a Daughter or Daughters, should live to attain that Age or be married, which should first happen, and if there should be Two or more such Children, equally to be divided between them as Tenants in Common, and in case there should be only One such Child then in trust for such only Child, with such Provisions as are therein contained for the Maintenance, Education, and Advancement of the Children or any Child of the said *Henrietta Susan* now Countess of *Perth and Melfort*; and by the said Indenture under Recital it is declared that if there should be no Child of the said *Henrietta Susan* Countess of *Perth and Melfort* who, being a Son, should live to attain the Age of Twenty-one Years, or, being a Daughter, should live to attain that Age or be married, the said Trust Monies, Stocks, Funds, and Securities, or so much thereof as should not have been disposed of under the Power therein-before contained, and as should not have been

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applied for the Advancement of any of the said Children as therein-before is mentioned, should, but subject and without Prejudice to the Trusts therein-before contained, be, if the said now Countess of *Perth and Melfort* should survive the said now Earl of *Perth and Melfort*, in trust for her, her Executors, Administrators, and Assigns; but if she should die in his Lifetime, then in trust for her next of Kin, as therein described, under the Statutes for the Distribution of the Estates of Intestates: And whereas the said *Alexander James Beresford Hope* accepted the Trusts of the last herein-before recited Indenture of Settlement, but the said *Marcus Beresford* never accepted or acted in the said Trusts, but on the contrary he, by a Deed Poll under his Hand and Seal dated the Second Day of *December* One thousand eight hundred and forty-eight, absolutely and irrevocably disclaimed the Property affected by the same Indenture, and all Trusts, Powers, and Authorities whatsoever by that Indenture given to or vested in him in conjunction with the said *Alexander James Beresford Hope* upon or over the same Property: And whereas the same Dame *Louisa Araminta Leeson* died in the Month of *August* One thousand eight hundred and fifty-one, leaving Six Children, her only Issue surviving her, namely, *Richard John Philip Leeson*, now of *Kilkee* in the County of *Clare* in *Ireland*, Esquire; *Louisa Harriet Leeson*, hereinafter further described; *Augustus Johnnes Leeson*, a Lieutenant in Her Majesty's Twelfth Regiment of Foot lately quartered at *Belfast*, but now on his Passage to *Australia*; *Grace Elizabeth Leeson*, Spinster, an Infant under the Age of Twenty-one Years, *Charles Edward Leeson*, an Infant under the Age of Twenty-one Years, and *Isabella Mary Leeson*, Spinster, an Infant under the Age of Twenty-one Years, all of *Gresham Terrace*, in the County of *Dublin*: And whereas the said *Thomas Bermingham Daly Henry Sewell* died on the Twentieth Day of *March* One thousand eight hundred and fifty-two, leaving surviving him the Issue following and no more; namely, the said *Elizabeth Richards* and *Henrietta Susan* Countess of *Perth and Melfort*, his Daughters; the said *Harriet Louisa Beresford* and *Isabella Elizabeth Beresford*, the Children of his said deceased Daughter *Isabella Mary Beresford*; and the said *Richard John Philip Leeson*, *Louisa Harriet Leeson*, *Augustus Johnnes Leeson*, *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*, the Children of his said deceased Daughter Dame *Louisa Araminta Leeson*: And whereas by an Inquisition taken on the Twenty-second Day of *June* One thousand eight hundred and fifty-two the said *Harriet Louisa Beresford* was found to be a Person of unsound Mind and not competent for the Management of herself and her Property, and by Letters Patent dated the Third Day of *November* One thousand eight hundred and fifty-two the Care and Management of the Estate of the said *Harriet Louisa Beresford* was granted to the said *Marcus Beresford*: And whereas the said *George Rush*, by his last

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Will, dated the Twenty-seventh Day of *February* One thousand eight hundred and forty-six, appointed his Wife *Clarissa Rush*, now of *Elsenham Hall* in the County of *Essex*, Widow, and his Daughter *Clarissa Rush*, Executrixes thereof, and devised and bequeathed to his said Wife, and to her Heirs, Executors, and Administrators, according to the Tenure thereof, all such Trust Estates as at the Time of his Decease might be vested in him as sole or surviving Trustee, to be held by her and them upon the Trusts whereof he might hold the same at his Decease, and he by a First Codicil made to his said Will, and dated the Nineteenth Day of *November* One thousand eight hundred and forty-six, appointed his eldest Son, *George William Rush*, joint Executor of his said Will: And whereas the said *George Rush* died in the Month of *May* One thousand eight hundred and fifty-one, without having revoked or altered the herein-before recited Devise contained in his said Will, and on the Twenty-first Day of *July* One thousand eight hundred and fifty-one the same Will and Codicil, together with a Second Codicil thereto, were proved by the said *Clarissa Rush*, *Clarissa Rush* the Daughter, and *George William Rush* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the aforesaid Sum of Sixteen thousand four hundred and seventy-five Pounds Three Pounds *per Centum* Consolidated Bank Annuities had, in the Lifetime of the said *George Rush*, by means of the Transfer herein-before recited of Parts thereof to the said *Francis Sewell Cole* and *Louisa Ann Cole*, and by means of Sales of other Parts thereof made for the Purpose of defraying certain Costs, become reduced to the Sum of Seven thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence like Annuities, and the Sum last mentioned continued standing in the Names of the said *George Rush*, *John Maugham Connell*, and *William Clark* at the filing of the Bill of Complaint next herein-after recited: And whereas the said *Solomon Richards* and *Elizabeth Richards* his Wife, the said *Harriet Louisa Beresford*, a Person of unsound Mind, by the said *Marcus Beresford* her Committee, the said *Marcus Beresford*, the said *Isabella Elizabeth Beresford* an Infant, by the said *Marcus Beresford* her Father and next Friend, the said *Richard John Philip Leeson* in the Bill by Mistake called *Richard Philip Leeson*, the said *Louisa Harriet Leeson*, the said *Augustus Johnnes Leeson*, the said *Grace Elizabeth Leeson* an Infant, the said *Charles Edward Leeson* an Infant, and the said *Isabella Mary Leeson* an Infant, the said Three Infants suing by *Lawrence Walker* their next Friend, the said *Henrietta Susan* now Countess of *Perth and Melfort*, in the Bill named and described as *Henrietta Susan Drummond* commonly called *Duchess de Melfort*, the Wife of *George Drummond* commonly called *Duc de Melfort*, by the said *Lawrence Walker* her next Friend, and the said *Alexander James Beresford Hope*, did, on the Twelfth Day of *April* One thousand eight hundred and fifty-three, exhibit their Bill

dated 27th
Feb. 1846.Codicil
dated 19th
Nov. 1846.

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of Complaint in the said Court of Chancery against the said *Clarissa Rush* Widow, the said *George* now Earl of *Perth and Melfort*, therein named *George Drummond* commonly called *Duc de Melfort*, and the said *Francis Sewell Cole*, stating, amongst other things, the Matters herein-before recited, and in such of those Statements as relate to the said Premises called "the North Portion" using the same Terms of Description thereof as are herein-before contained in the Recitals of the like Matters; and further stating that, inasmuch as the same Persons were entitled, and in the same Shares, as well to One Moiety of the said Sum of Two thousand and fifty Pounds as to the Estates and Bank Annuities on which the said Sum of Two thousand and fifty Pounds was secured, it would be advantageous to those Persons that the other Moiety of the said Sum of Two thousand and fifty Pounds which belonged to the said *Francis Sewell Cole*, and all Interest and Costs in respect thereof, should be paid off to him by Sale of a competent Part of the said Bank Annuities, and that thereby the said Charge might be extinguished, and stating that the said Defendant *Clarissa Rush* was unwilling to act in the Execution of the Trusts of the said Will of the said Testator *Thomas Bailey Heath Sewell*, which had devolved upon her by virtue of the said Will of the said *George Rush*, deceased, except under the Direction of that Court, and that the said Will did not authorize the Appointment of new Trustees; and stating that such of the Plaintiffs as were adult were desirous that the Real Estates in which, together with the Infant Plaintiffs, they were interested in undivided Parts, as therein-before is mentioned, and herein-before appears, should be sold in order that the Proceeds of such Sale might be divided amongst the Persons interested therein, but that by reason of the Infancy of some of the Plaintiffs such Sale could not be effected except under the Authority of an Act of Parliament, and praying as follows, amongst other Relief; first, that the Trusts of the Will of the said Testator *Thomas Bailey Heath Sewell* which remained to be performed might be carried into execution under the Direction and Decree of that Court; secondly, that what was due to the said Defendant *Francis Sewell Cole* for Principal, Interest, and Costs in respect of his Moiety of the before-mentioned Sum of Two thousand and fifty Pounds, might be raised and paid to him by Sale of a competent Part of the said before-mentioned Sum of Seven thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence Three Pounds *per Centum* Consolidated Bank Annuities; thirdly, that it might be considered by the Court whether it would not be for the Benefit of the Infant Plaintiffs that the Real Estates in which they and the adult Plaintiffs were respectively interested in undivided Shares, as therein-before was mentioned, should be sold, in order that the Proceeds of such Sale might be divided between and amongst the several Persons entitled thereto, according to their respective Rights and Interests therein; and that if the Court should be of opinion that

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that such Sale would be for the Benefit of the said Infant Plaintiffs, then that all necessary Directions might be given and Steps taken for procuring an Act of Parliament to effectuate such Sale; and, fifthly, that (if necessary) a new Trustee or Trustees might be appointed to act in the Execution of the Trusts of the said Will of the said Testator *Thomas Bailey Heath Sewell*, either in conjunction with or in the Place of the said Defendant *Clarissa Rush*, as the Court might direct: And whereas the said Defendants having appeared to the last-mentioned Bill of Complaint the same Cause came on to be heard before the Right Honourable the Master of the Rolls, and by a Decree of the said Court, made on the Seventh Day of *May* One thousand eight hundred and fifty-three, it was ordered that the said Defendants, *Clarissa Rush* Widow, and *Clarissa Rush* Spinster, and *George William Rush*, the Executrixes and Executor of the said *George Rush*, should, on or before a Day therein mentioned, transfer the aforesaid Sum of Seven thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence Bank Three Pounds *per Centum* Annuities into the Name and with the Privity of the Accountant General of the said Court, in trust in the said Cause; and it was ordered that the following Inquiries should be taken, *viz.* first, an Inquiry what Children of the said *Thomas Bermingham Daly Henry Sewell* were living at his Death, and what Issue was living at the Death of such of his Children as died in his Lifetime leaving Issue, and in the Case therein supposed, but which had not happened, what Persons answered certain other Descriptions therein contained; secondly, an Inquiry whether any and what Conveyances or Assignments had been made by the several Persons interested in the Real and Personal Estate in the Bill in the said Cause mentioned to be then subject to the Trusts of the said Will, or by any or either of them, and what Person or Persons was or were then interested therein by virtue of any such Conveyances or Assignments; and if it should appear that all the Children then living, and all the Issue of such deceased Children as aforesaid of the said *Thomas Bermingham Daly Henry Sewell* who were then living, and had not absolutely parted with their respective Shares of and in the aforesaid Real and Personal Estate, and the Persons who, had the Case therein supposed happened, would have answered certain other Descriptions therein contained, but which Case had not happened, and also all the Persons interested by virtue of any such Conveyances or Assignments as aforesaid, were Parties to that Suit, then it was ordered that the following Accounts and Inquiries should be taken and made amongst others; that is to say, thirdly, an Account of the Rents and Profits of the aforesaid Estate called the North Portion, received by the said Defendant *Clarissa Rush* since the Death of the said *Thomas Bermingham Daly Henry Sewell*, or by any other Person or Persons by her Order or for her Use; fourthly, an Account of

Decree dated
7th May
1853.

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what was due to the said Defendant *Francis Sewell Cole* for Principal, Interest, and Costs, in respect of One Moiety of the aforesaid Mortgage Debt or Sum of Two thousand and fifty Pounds, including his Costs of and incidental to that Suit; and it was thereby referred to the proper Taxing Master to tax the said Costs; and it was ordered that what should be found due to him by the Chief Clerk and by the Taxing Master upon taking such Account, should be raised by Sale of so much of the said Seven thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence Bank Three Pounds *per Centum* Annuities, when so transferred as aforesaid, as would be sufficient for that Purpose, with the Privity of the said Accountant General, and with the Money to arise by the said Sale it was ordered that what should be found due to the said *Francis Sewell Cole* should be paid to him, and upon such Payment it was ordered that all further Proceedings in the said Cause, as against the said Defendant *Francis Sewell Cole*, should be stayed; fifthly, an Inquiry whether it would be for the Benefit of the Infant Plaintiffs that the Estate in the Bill in the said Cause and herein-before mentioned, and therein and herein-before called "the North Portion," should be sold, and if an Act of Parliament should be necessary to effect such Sale, whether any and what Steps should be taken on behalf of such Infant Plaintiffs to obtain such Act of Parliament: And whereas, pursuant to the last herein-before recited Decree, the said Defendant *Clarissa Rush*, and the said *Clarissa Rush* Spinster, and *George William Rush*, transferred the aforesaid Sum of Seven thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence Bank Three Pounds *per Centum* Annuities into the Name and with the Privity of the said Accountant General in trust in the said Cause: And whereas, by the Certificate of *George Hume*, One of the Chief Clerks of the Right Honourable the Master of the Rolls, the Judge to whose Court the said Cause was attached, bearing Date the Third Day of *December* One thousand eight hundred and fifty-three, and duly approved by the said Judge, it is certified that at the Request of the Parties he had consented to give that, his separate Certificate, as to the Account Number Four, by the said Decree directed to be taken, and that the Result of such Account was as follows; there was due to the said *Francis Sewell Cole*, for Principal, Interest, and Costs, in respect of One Moiety of the Mortgage Debt or Sum of Two thousand and fifty Pounds in the said Decree mentioned, and for his taxed Costs of the said Suit, the Sum of One thousand and eighty-seven Pounds Eighteen Shillings and Ninepence, including in such Costs the Sum of Two Pounds Six Shillings to be carried over to the Suitors Fee Fund for Fees on Taxation: And whereas, in further pursuance of the Decree last aforesaid, the Sum of One thousand one hundred and forty-two Pounds Three Shillings and Tenpence Bank Three Pounds *per Centum* Consolidated Annuities, Part of the said Sum of Seven thousand

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thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence like Annuities, was on the Seventh Day of *December* One thousand eight hundred and fifty-three sold with the Privity of the Accountant General, and produced the Sum of One thousand and eighty-seven Pounds Eighteen Shillings and Ninepence, and the Sum of One thousand and eighty-five Pounds Twelve Shillings and Ninepence, Part thereof, being the Amount found by the said separate Certificate to be due to the said *Francis Sewell Cole* in respect of One Moiety of the said Mortgage Debt or Sum of Two thousand and fifty Pounds was paid to the said *Francis Sewell Cole*, and all further Proceedings in the said Cause as against the said *Francis Sewell Cole* have since been stayed, and by means of such last-mentioned Sale the said Bank Annuities' became reduced to the Sum of Six thousand five hundred and thirty-nine Pounds Seven Shillings and Fourpence like Annuities: And whereas by an Indenture bearing the Date the Twenty-ninth Day of *September* One thousand eight hundred and fifty-three, and made between the said *Richard John Philip Leeson* of the One Part, and *William Peake*, of Number 27, *Mecklenburgh Square* in the said County of *Middlesex*, Gentleman, of the other Part, in consideration of Four hundred and fifty Pounds lent and paid to the said *Richard John Philip Leeson* by the said *William Peake*, the said *Richard John Philip Leeson* conveyed and assigned respectively unto the said *William Peake*, his Heirs, Executors, Administrators, and Assigns respectively, the One Sixth of One undivided Fourth or other the Share whatsoever of the said *Richard John Philip Leeson* of and in the said Estate called the North Portion, and other Hereditaments, if any, subject to the like Trusts, and the One Sixth of One Fourth or other the Share whatsoever of the said *Richard John Philip Leeson* of and in, *inter alia*, the aforesaid Sum of Seven thousand six hundred and eighty-one Pounds Eleven Shillings and Twopence Bank Three Pounds *per Centum* Annuities, and of and in as well One Moiety of the aforesaid Debt or Sum of Two thousand and fifty Pounds, and the Interest thereof, as all other, if any, the residuary Personal Estate of the said Testator *Thomas Bailey Heath Sewell* then subject to the Trusts of his Will for the Benefit of the Issue therein described of his said Son; but in the Indenture now under Recital there is contained a Proviso for Redemption of the Premises thereby respectively conveyed and assigned on Payment by the said *Richard John Philip Leeson*, on the Twenty-ninth Day of *March* One thousand eight hundred and fifty-four, to the said *William Peake*, of the said Sum of Four hundred and fifty Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*: And whereas by an Indenture bearing Date the Third Day of *October* One thousand eight hundred and fifty-three, and made between *Charles Roberts*, of *Dulwich Common* in the County of *Surrey*, Esquire, of the

Indenture
dated 29th
Sept. 1853.

Indenture
dated 3d Oct.
1853.

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the First Part, the said *Louisa Harriet Leeson* of the Second Part, and the said *Richard John Philip Leeson* (therein called *Richard Philip Leeson*) and *Thomas Probyn*, of *Douglas* in the *Isle of Man*, Esquire, of the Third Part, after reciting an intended Marriage between the said *Charles Roberts* and the said *Louisa Harriet Leeson*, and after Recitals concerning the Title of the said *Louisa Harriet Leeson* to Real Estate in *Ireland*, and to Sums of Money and Stock, Securities and Railway Shares, reciting that the said *Louisa Harriet Leeson* was also entitled under the Will of the said *Thomas Bailey Heath Sewell* to One Sixth of One Fourth of Two One Fourth Parts of the Residue of the Real and Personal Estate of the said *Thomas Bailey Heath Sewell*, and that a Suit had been instituted in the High Court of Chancery in *England* for carrying the Trusts and Purposes of the said Will into Execution, and reciting that upon the Treaty for the said then intended Marriage it had been agreed that the said Real Estate in *Ireland* of the said *Louisa Harriet Leeson*, the said Sums of Money and Stock and Railway Shares, and the Share of the said *Louisa Harriet Leeson* in the said Two One Fourth Parts of the Residue of the Real and Personal Estate of the said *Thomas Bailey Heath Sewell*, should be settled and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after limited, declared, and contained of and concerning the same, it was witnessed that the said *Louisa Harriet Leeson*, with the Consent of the said *Charles Roberts*, did grant unto the said *Richard Philip Leeson* and *Thomas Probyn* the Real Estate therein described and herein-before referred to in *Ireland*, to hold to them and their Heirs to the Uses and in manner therein expressed ; and it was further witnessed by the Indenture now under Recital that the said *Louisa Harriet Leeson*, with the Consent of the said *Charles Roberts*, did assign unto the said *Richard Philip Leeson* and *Thomas Probyn* the Sum of Money therein described, being One of those the Title of the said *Louisa Harriet Leeson* to which is therein-before recited, to hold the same to them, their Executors, Administrators, and Assigns, upon trust for the said *Louisa Harriet Leeson*, until the said then intended Marriage should be solemnized, and from and immediately after the Solemnization thereof it was declared that the said *Richard Philip Leeson* and *Thomas Probyn*, and the Survivor of them, and the Executors or Administrators of such Survivor, should stand possessed of the same Sum, and of the said other Sums of Money and Stock and the said Railway Shares, the Title of the said *Louisa Harriet Leeson* to which is therein-before referred to, and all of which, according to Recitals therein-before contained, had by other Means been vested in the said *Richard Philip Leeson* and *Thomas Probyn*, upon trust, with the Consent in Writing of the said *Charles Roberts* and *Louisa Harriet Leeson*, during their joint
Lives,

Sewell's Estate.

Lives, and with the Consent of the Survivor of them during his or her Life, and after the Death of such Survivor at the Discretion of the said *Richard Philip Leeson* and *Thomas Probyn*, or the Survivor of them, or the Executors or Administrators of such Survivor, to continue the said Monies, Stocks, Shares, Funds, and Securities, or any of them, in their then present State of Investment, or to call in and invest the same or any Part thereof in or upon any of the Parliamentary Stocks or Public Funds of *Great Britain* or *Ireland*, or at Interest upon Government or Real Securities in *England*, *Wales*, or *Ireland*, and from Time to Time vary such Stocks, Funds, or Securities for others of the same or a like Nature, and should during the joint Lives of the said *Charles Roberts* and *Louisa Harriet Leeson*, as and when the same should become payable, pay the Interest, Dividends, and annual Proceeds of the said Trust Monies, Stocks, Funds, and Securities as the said *Louisa Harriet Leeson* should in manner therein mentioned appoint, and in default of Appointment into the proper Hands of the said *Louisa Harriet Leeson*, for her separate Use, with a Declaration that the Receipt of the said *Louisa Harriet Leeson*, and of her Appointees, of the said annual Income, after the same should have become due, should, but that no Receipts given before the same should have become due should, be Discharges for the same, and from and immediately after the Decease of the said *Louisa Harriet Leeson*, in case the said *Charles Roberts* should survive her, should pay to or empower the said *Charles Roberts* and his Assigns to receive the said Interest, Dividends, and annual Proceeds for his Life, and after the Decease of the Survivor of the said *Louisa Harriet Leeson* and *Charles Roberts*, that the said *Richard Philip Leeson* and *Thomas Probyn*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of the said several Trust Funds and Securities in trust for all or such One or more exclusively of the others or other of the Children of the said then intended Marriage at such Age or Time, or respective Ages or Times if more than One of such Shares, and with such future and executory and other Trusts for the Benefit of the said Children or some or One of them, with such Provisions for their Maintenance, Education, or Advancement, either at the Discretion of the said Trustees or Trustee for the Time being of those Presents or of any other Person or Persons, and upon such Conditions, with such Restrictions, and in such Manner as the said *Charles Roberts* and *Louisa Harriet Leeson* should, by Deed or Writing, sealed and delivered by them in the Presence of and attested by Two credible Witnesses, with or without Power of Revocation and new Appointment, from Time to Time or at any Time jointly appoint; and in default of such joint Appointment, and so far as any such, if incomplete, should not extend, then as the Survivor of the said *Charles*

[Private.]

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Roberts

Sewell's Estate.

Roberts and *Louisa Harriet Leeson* should, by Deed or Writing sealed and delivered as aforesaid, with or without Power of Revocation and new Appointment, or by last Will or Writing in the Nature thereof, from Time to Time or at any Time appoint, and in default of any such Appointment, and so far as any such, if incomplete, should not extend, in trust for all or any of the Children or Child of the said then intended Marriage who, being Sons or a Son, should attain the Age of Twenty-one Years, or being Daughters or a Daughter should attain that Age or marry under that Age, if more than One in equal Shares; provided always, and it was agreed and declared by the Indenture under Recital, that if there should be no Child of the said then intended Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry under that Age, then, subject to the Trusts therein-before declared, and from and after the Death of the said *Charles Roberts* and such Default or Failure of Children as aforesaid, which should last happen, the said *Richard Philip Leeson* and *Thomas Probyn*, their Executors, Administrators, and Assigns, should stand possessed of the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, or of so much thereof respectively as should not have become vested or been applied under any of the Trusts or Powers in that Indenture contained upon the Trusts following, that is to say, if the said *Louisa Harriet Leeson* should survive the said *Charles Roberts*, in trust for her, her Executors, Administrators, and Assigns, but if she should die in his Lifetime then in trust for such Person or Persons and for such Intents and Purposes as the said *Louisa Harriet Leeson* should, whether covert or sole, by Will, or Writing in the Nature of a Will, appoint, and in default of such last-mentioned Appointment, and so far as any such, if incomplete, should not extend, in trust for the next of Kin of the said *Louisa Harriet Leeson*, according to the Statute for the Distribution of Intestates Effects, as if she were sole and unmarried; and by the said Indenture under recital it was declared and agreed by and between the Parties thereto, and the said *Charles Roberts* and *Louisa Harriet Leeson* did thereby, for themselves, their Executors and Administrators, covenant to and with the said *Richard Philip Leeson* and *Thomas Probyn*, their Executors, Administrators, and Assigns, that they the said *Charles Roberts* and *Louisa Harriet Leeson*, their Executors and Administrators, should and would, so soon as the Share of the said *Louisa Harriet Leeson* in the Residue of the Real and Personal Estate of the said *Thomas Bailey Heath Sewell*, deceased, should be ascertained and realized, make, do, and execute, and concur in all such Acts, Deeds, Matters, and Things as should be requisite or necessary to transfer and vest such Share, and all Monies, Stocks, Funds, and Securities to arise therefrom, in them the said

Richard

Sewell's Estate.

Richard Philip Leeson and *Thomas Probyn*, their Executors, Administrators, and Assigns, and that the said Share of the said *Louisa Harriet Leeson*, and all Monies, Stocks, Funds, and Securities to arise therefrom, should be thenceforth held by the said *Richard Philip Leeson* and *Thomas Probyn*, their Executors, Administrators, and Assigns, upon the Trusts, and for the several Ends, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, Declarations, and Agreements in all respects as are therein-before expressed and declared of and concerning the other Monies, Stocks, and Securities of the said *Louisa Harriet Leeson* thereby vested in the said *Richard Philip Leeson* and *Thomas Probyn*: And whereas the said intended Marriage between the said *Charles Roberts* and the said *Louisa Harriet Leeson* was had and solemnized on the Fourth Day of *October* One thousand eight hundred and fifty-three: And whereas, in consequence of the said Marriage of the said *Louisa Harriet Leeson* with the said *Charles Roberts*, and of the said Settlement agreed to be made by her of her Share and Interest of and in the residuary Real and Personal Estate of the said Testator *Thomas Bailey Heath Sewell*, the said Suit became abated and also defective for want of Parties; and by an Order of the said Court, bearing Date the Sixth Day of *February* One thousand eight hundred and fifty-four, it was ordered that the said *Thomas Probyn* should be joined as Plaintiff in the said Suit by way of Supplement, and that the said original Suit should stand revived as against the Defendants thereto and the said *Charles Roberts*, and be in the same Plight and Condition as the same was in at the Time of the Abatement thereof herein-before mentioned, and that the Decree made in the said original Cause bearing Date the Seventh Day of *May* One thousand eight hundred and fifty-three, and all Proceedings in the said Cause, should be carried on and prosecuted between the several Parties, Plaintiffs to the said original and supplemental Suits, and the said *Charles Roberts* as a Defendant, in like Manner as directed between the Parties to the said Decree: And whereas by the general Certificate of the said *George Hume*, One of such Chief Clerks as aforesaid, dated the Eleventh Day of *February* One thousand eight hundred and fifty-four, and duly approved as aforesaid, it is certified that the Result of the Accounts and Inquiries which had been taken and made in pursuance of the said Decree was as follows; first, that there were Two Children, and no more, of *Thomas Bermingham Daly Henry Sewell*, the Son of the Testator *Thomas Bailey Heath Sewell*, in the said Decree named, living at the Death of the said *Thomas Bermingham Daly Henry Sewell*, that is to say, the said *Elizabeth Richards* the Wife of the said *Solomon Richards*, and the said *Henrietta Susan* Countess of *Perth and Melfort*, the Wife of the said *George* Earl of *Perth and Melfort*; that there was Issue living at the Death of the said *Isabella Mary Beresford*, One of the Children of the said *Thomas Bermingham Daly Henry Sewell*, who died in his
Lifetime,

Sewell's Estate.

Lifetime, Two Children and no more, both of whom survived the said *Thomas Bermingham Daly Henry Sewell*, and were then living, that is to say, the said *Harriet Louisa Beresford* and *Isabella Elizabeth Beresford*; that there was Issue living at the Death of the said Dame *Louisa Araminta Leeson*, another of the Children of the said *Thomas Bermingham Daly Henry Sewell*, who also died in his Lifetime, Six Children, and no more, all of whom survived the said *Thomas Bermingham Daly Henry Sewell*, and were then living, that is to say, *Richard John Philip Leeson*, in the said Decree by Mistake named *Richard Philip Leeson*, *Harriet Louisa Leeson*, in the said Decree by Mistake named *Louisa Harriet Leeson*, who since the Date of the said Decree had intermarried with *Charles Roberts*, *Augustus Johnnes Leeson*, *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*; secondly, that no Conveyance or Assignment of the Share or Interest of the said *Elizabeth Richards* of and in the Real and Personal Estate of the said Testator *Thomas Bailey Heath Sewell* had been made or executed; that no Conveyance or Assignment of the Share or Interest of the said *Henrietta Susan* Countess of *Perth and Melfort* of and in the same Real and Personal Estate was made upon her Marriage with her First Husband, the said *William Nisbett Burrowes*, deceased, nor at any Time previously to the Execution of the Settlement next herein-after stated, but that immediately before her Marriage with the said *George Earl of Perth and Melfort* an Indenture of Settlement, in the Certificate now under Recital mentioned and in part set out, being that herein-before recited under Date of the Seventh Day of *August* One thousand eight hundred and forty-seven, was made and executed by the said *Henrietta Susan* Countess of *Perth and Melfort* by the Name of *Susannah Henrietta Burrowes* Widow, and the said *George Earl of Perth and Melfort* by the Name of *George Drummond Duc de Melfort*, but that the said *Marcus Beresford* had by the Deed Poll therein stated, and in part herein-before recited, of the Date of the Second Day of *December* One thousand eight hundred and forty-eight, disclaimed the Property affected by that Indenture, and all Trusts, Powers, and Authorities whatsoever thereby given to or vested in him, and that under the same Indenture the Share or Interest of the said *Henrietta Susan* Countess of *Perth and Melfort* of and in the aforesaid Real and Personal Estate was then subject to the same Covenant in that Indenture contained to vest the same in the said *Alexander James Beresford Hope*, as the sole Trustee thereof; that by virtue of the said Inquisition of Lunacy, and the said Grant of the Estate of the said *Harriet Louisa Beresford*, her Share and Interest in the aforesaid Real and Personal Estate became vested in the said *Marcus Beresford* as her Committee; that by the Indenture of Mortgage bearing Date the Twenty-ninth Day of *September* One thousand eight hundred and fifty-three, therein stated and in part herein-before recited, the said *Richard John Philip Leeson* had conveyed and assigned

Sewell's Estate.

assigned unto the said *William Peake* all the Share and Interest of him the said *Richard John Philip Leeson* of and in the said Real and Personal Estate by way of Mortgage for securing to the said *William Peake* the Sum of Four hundred and fifty Pounds and Interest thereon at the Rate of Five Pounds *per Centum per Annum*; that no Conveyance or Assignment of the Share or Interest of the said *Harriet Louisa Leeson*, then and still the Wife of the said *Charles Roberts*, of and in the same Real and Personal Estate was made previously to the Execution of the Settlement next therein-after stated, but that immediately before her Marriage with the said *Charles Roberts* an Indenture of Settlement, in the Certificate now under Recital mentioned and in part set out, being that herein-before in part recited under Date of the Third Day of *October* One thousand eight hundred and fifty-three, was made and executed by the said *Charles Roberts* and the said *Harriet Louisa Leeson*, and that under and by virtue of the last-mentioned Indenture the Share and Interest of the said *Harriet Louisa Roberts* was then subject to the Covenant in the same Settlement contained to vest the same in the said *Richard John Philip Leeson* and *Thomas Probyn* as the Trustees thereof; fourthly, that a separate Certificate of the Result of that Account was made on the Third Day of *December* One thousand eight hundred and fifty-three, being the one herein-before recited of that Date; fifthly, that it would be for the Benefit of the Infant Plaintiffs in the said Suit that the said Estate in the Bill mentioned, and therein called "the North Portion," should be sold, and that an Application should be made by the said *Clarissa Rush* on behalf of the said Infants, during the then and still present Session of Parliament, for an Act of Parliament to enable her to effect such Sale: And whereas by an Order of the said Court, made by the Right Honourable the Master of the Rolls on the Fourth Day of *March* One thousand eight hundred and fifty-four in the said original and supplemental Causes of *Richards* against *Rush*, on the hearing of the original Cause for further Consideration, it was ordered that so much of the said Sum of Six thousand five hundred and thirty-nine Pounds Seven Shillings and Fourpence Bank Three Pounds *per Centum* Annuities as would raise the Amount of the Costs, Charges, and Expenses therein mentioned, when taxed, should be sold; that One thousand Pounds, further Part of the same Sum of Six thousand five hundred and thirty-nine Pounds Seven Shillings and Fourpence, should be carried over in trust in the first-mentioned Cause to an Account to be entitled "The Contingent Costs Account," and that the Residue should be divided into the therein following Parts, and so transferred or carried over to such separate Accounts as therein mentioned to or for the Benefit of the Parties entitled thereto; and the Court did, amongst other things, declare that the equitable Interest in the Estate in the said Certificate mentioned, and therein called the North Portion, the legal Estate wherein is vested in the said Defendant

Order dated
4th March
1854.

[*Private.*]

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Clarissa

Sewell's Estate.

Clarissa Rush, belonged to the several Persons and in the several Shares therein following; *videlicet*, One undivided Fourth Part thereof to the said Plaintiff *Elizabeth Richards* in Fee; One undivided Eighth Part thereof to the said Plaintiff *Harriet Louisa Beresford* in Fee; One undivided Eighth Part thereof to the said Plaintiff *Isabella Elizabeth Beresford* in Fee; One undivided Twenty-fourth Part thereof to the said Plaintiff *Richard John Philip Leeson* in Fee, subject to the said Mortgage thereof to the said *William Peake*; One undivided Twenty-fourth Part thereof to the said *Richard John Philip Leeson* and the said Plaintiff *Thomas Probyn* in Fee as the Trustees and upon the Trusts of the said Marriage Settlement of the said Defendant *Charles Roberts*, and the said Plaintiff *Harriet Louisa Roberts*; One undivided Twenty-fourth Part thereof to the said Plaintiff *Augustus Johnnes Leeson* in Fee; One undivided Twenty-fourth Part thereof to the said Infant Plaintiff *Grace Elizabeth Leeson* in Fee; One undivided Twenty-fourth Part thereof to the said Infant Plaintiff *Charles Edward Leeson* in Fee; One undivided Twenty-fourth Part thereof to the said Infant Plaintiff *Isabella Mary Leeson* in Fee; and One undivided Fourth Part thereof to the said Plaintiff *Alexander James Beresford Hope* in Fee, as the Trustee and upon the Trusts of the said Marriage Settlement of the said Defendant *George Earl of Perth and Melfort*, and the said Plaintiff *Henrietta Susan Countess of Perth and Melfort*, his Wife; and the Court did declare that it would be for the Benefit of such of the said Plaintiffs as were married Women, and for the said Infant Plaintiffs, *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*, that the said Estate called the North Portion should be sold, and the Proceeds thereof divided between the Persons interested therein; and it was ordered that such of the Plaintiffs as were competent should apply for an Act of Parliament to authorize such Sale to be made, and that the said Defendant *Clarissa Rush* should join in or consent to such Application on behalf of the Infant Plaintiffs; and it was ordered that a Draft of a Bill to be introduced into Parliament for obtaining the requisite Power for effecting the Sale of the said Estate under the Direction of that Court, and vesting the same in some Persons to be in such Bill nominated as the Trustees for Sale, should be approved and settled by the Judge to whose Court those Causes were attached; and it was ordered that proper Persons should be approved of to be nominated as Trustees for that Purpose; and it was ordered that the Account, by the Decree of the Seventh Day of *May* One thousand eight hundred and fifty-three directed of the Rents and Profits received by the said *Clarissa Rush*, or by any other Person or Persons by her Order or for her Use, should be carried on from the Foot of the said general Certificate: And whereas by an Order of the Lords Justices made in the Matter of the Lunacy of the said *Harriet Louisa Beresford*,

Order of
Lords Jus-
tices, 11th
May 1854.

Sewell's Estate.

Beresford, and dated the Eleventh Day of *May* One thousand eight hundred and fifty-four, it was ordered that it should be referred to the Masters in Lunacy to look into and settle and approve of a Bill to be brought into Parliament for obtaining the requisite Powers for effecting the Sale of the said Freehold Property at *Chertsey*, so called the "North Portion," and that the said *Marcus Beresford* as the Committee of the Estate of the said *Harriet Louisa Beresford* should be at liberty in her Name and on her Behalf to consent to an Application for an Act of Parliament for effecting such Sale in accordance with the Bill as settled and approved by the said Masters or One of them: And whereas by an Indenture bearing Date on or about the First Day of *May* One thousand eight hundred and fifty-four, and made between the said *Augustus Johnnes Leeson* of the One Part, and the said *William Peake* of the other Part, after reciting to the Effect hereinbefore recited, and reciting that the said *Augustus Johnnes Leeson* was desirous that such Act of Parliament as aforesaid should be obtained, but that he was about forthwith to leave *England* for *Australia*, and would probably not return for some Time then to come, and reciting that the said *William Peake* had agreed to lend the said *Augustus Johnnes Leeson* the Sum of Two hundred Pounds at Interest after the Rate of Five Pounds *per Centum per Annum*, on the Securities therein-after contained, and also reciting that the said *Augustus Johnnes Leeson*, having regard to his Departure and probable Absence aforesaid, was desirous that the Indenture under Recital should have the ulterior Operation of constituting the said *William Peake*, his Heirs and Assigns, the absolute Owner and Owners of the Share and Interest of the said *Augustus Johnnes Leeson* in the said Estate called "the North Portion," for the Purpose of enabling him and them to consent to any Bill being brought into Parliament and passed into a Law authorizing the Sale as aforesaid of the same Estate, being a Bill which had received the Sanction of the Court of Chancery, it was, amongst other things, witnessed that in consideration of Two hundred Pounds by the said *William Peake* paid to the said *Augustus Johnnes Leeson* the said *Augustus Johnnes Leeson* did thereby grant and convey unto the said *William Peake* the One undivided equal Twenty-fourth Part of him the said *Augustus Johnnes Leeson* of and in the said Messuages, Lands, Hereditaments, and Premises called "the North Portion," and of and in the Monies to arise or be produced from any Sale or Sales to be made of the same Messuages, Lands, Hereditaments, and Premises, or any of them, by virtue of any Act of Parliament to be obtained for that Purpose, and which should remain after Payment of the Costs, Charges, and Expenses by such Act directed or authorized to be paid thereout in priority to the Share thereof of him the said *Augustus Johnnes Leeson*, to hold the same unto and to the Use of the said *William Peake*, his Heirs, Executors, Administrators, and Assigns, subject

Indenture,
dated 1st
May 1854.

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Sewell's Estate.

nevertheless to a Proviso for Redemption of the thereby assured Premises on Payment by the said *Augustus Johnnes Leeson*, his Heirs, Executors, Administrators, or Assigns, unto the said *William Peake*, his Executors, Administrators, or Assigns, of the said Sum of Two hundred Pounds, with Interest for the same after the Rate aforesaid, on the First Day of *November* One thousand eight hundred and fifty-four; and by the same Indenture it is provided, declared, and agreed, that, as well in the meantime until the Day last-mentioned as at any Time on and after that Day, it should be lawful for the said *William Peake*, his Heirs and Assigns, as if he and they were to all Intents and Purposes alone beneficially interested in the Share and Interest thereby granted, or mentioned so to be, of and in the said Estate called the North Portion, and notwithstanding the Equity of Redemption thereof which should be then in fact subsisting under that Indenture, to give all such Consents, and to do all such Acts whatsoever, as should be necessary or proper for enabling any Bill authorizing the Sale of the same Estate, being a Bill which should have been approved and settled by the Judge to whose Court the Causes aforesaid of *Richards* versus *Rush* were attached, to be introduced into Parliament, and passed into a Law: And whereas in the Month of *May* One thousand eight hundred and fifty-four the said *Alexander James Beresford Hope* obtained the Royal Licence to take and use, and he accordingly thereupon took and has since used, the Surname of *Beresford* in addition to and before that of *Hope*: And whereas, by the Certificate of the said *George Hume*, One of the Chief Clerks of the Right Honourable the Master of the Rolls, the Judge to whose Court the same Causes are attached, bearing Date the Twenty-fifth Day of *May* One thousand eight hundred and fifty-four, and duly approved by the said Judge, it is certified that the Draft of this present Bill had been settled and approved of by the said Judge pursuant to the said Order of the Fourth Day of *March* One thousand eight hundred and fifty-four, and in testimony of such Approval the said Judge had signed his Name at the Foot of a Copy of the said Draft Bill, and further that *Charles Pugh* of *Marlborough Place, Saint John's Wood*, Gentleman, and *William Peake*, of *Mecklenburgh Square, Saint Pancras*, in the County of *Middlesex*, Gentleman, had been approved of as proper Persons to be nominated in such Bill as Trustees for the Purposes thereof: And whereas *Francis Barlow*, One of the said Masters in Lunacy, by his Certificate made in the Matter of the Lunacy of the said *Harriet Louisa Beresford*, and dated the Fifteenth Day of *May* One thousand eight hundred and fifty-four, certified that there had been laid before him a Draft Bill to be brought into Parliament for obtaining the requisite Powers for effecting the Sale of the said Freehold Property at *Chertsey* called "the North Portion," and that he had, as directed by the said Order of the Eleventh *May* One thousand eight hundred and fifty-four, looked into and settled and approved

Sewell's Estate.

approved of such Draft Bill, such Draft Bill being a Copy hereof, and in testimony of such his Approval had signed his Name and Approval, of even Date therewith, at the Foot of such Draft Bill: And whereas it would be for the Benefit of all the Parties who, under the Will of the said Testator *Thomas Bailey Heath Sewell*, the Deed of Partition, and the subsequent Acts and Assurances all herein-before recited, are interested in the said Estate herein-before called the North Portion, that the same should be sold; but by reason of the Minorities of the said *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*, the Lunacy of the said *Harriet Louisa Beresford*, and otherwise, the Object and Purpose aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Solomon Richards* and *Elizabeth* his Wife, the said *Isabella Elizabeth Beresford*, the said *Richard John Philip Leeson* on his own Behalf, the said *Charles Roberts* and *Harriet Louisa* his Wife, the said *Augustus Johnnes Leeson*, the said Sir *William Edward Leeson*, on behalf of his Infant Children the said *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*, and the said *George Earl of Perth and Melfort*, and the said *Henrietta Susan* Countess of *Perth and Melfort* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. That from and after the passing of this Act all and singular the Messuages, Lands, Tenements, and Hereditaments by the herein-before recited Deed of Partition, bearing Date on or about the Sixteenth Day of *January* One thousand eight hundred and fifty, limited to the Use of the said *George Rush*, his Heirs and Assigns, and therein and in the Recital herein-before contained thereof secondly described and called "the North Portion," all of which Messuages, Lands, Tenements, and Hereditaments are more particularly described in the Schedule to this Act, together with the Rights, Members, and Appurtenances thereof, including the Right of Way by the same Deed granted to the said *George Rush*, his Heirs and Assigns, shall be and the same hereby thenceforth are vested in the said *Charles Pugh* and *William Peake*, their Heirs and Assigns, wholly and absolutely discharged from all the Estates, Uses, Trusts, Charges, Powers, Provisions, and Agreements created or contained of or concerning the same or any Parts or Part thereof, in and by the same Deed of Partition, the herein-before recited Indentures of Settlement of the respective Dates of the Seventh Day of *August* One thousand eight hundred and forty-seven, and the Third Day of *October* One thousand

Estate vested in Trustees in trust to be sold under the Direction of the Court of Chancery.

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eight hundred and fifty-three, and the herein-before recited Indentures of Mortgage of the respective Dates of the Twenty-ninth Day of *September* One thousand eight hundred and fifty-three, and the First Day of *May* One thousand eight hundred and fifty-four, respectively, or otherwise by the Means herein-before appearing, now under the herein-before recited Will of the said Testator *Thomas Bailey Heath Sewell* affecting the said Premises or any Parts or Part thereof, and so discharged, upon and for the Trusts, Intents, and Purposes herein-after expressed and declared; that is to say, upon trust that they the said *Charles Pugh* and *William Peake*, or the Survivor of them, or the Heirs of such Survivor; do and shall, as soon after the passing of this Act as conveniently may be, under the Authority and with the Approbation of the High Court of Chancery, to be obtained upon Motion or Petition to be made or presented in the said original and supplemental Causes now depending of *Richards* versus *Rush*, or any supplemental or other Cause or Causes, and also in the Matter of this Act, or to be made or presented to the said Court in a summary Way by or on behalf of any Person interested, absolutely sell and dispose of all and singular the said Messuages, Lands, Tenements, Hereditaments, and Premises hereby vested in them the said *Charles Pugh* and *William Peake* as aforesaid, or such Parts or Part thereof as the said Court shall from Time to Time direct, either together in One Lot or by Parcels in several Lots, and either by Public Auction or Private Contract, for such Price or Prices as the said *Charles Pugh* and *William Peake*, or the Survivor of them, or the Heirs of such Survivor; may think reasonable, and under and subject to such Conditions or Stipulations as to the Title or Evidences of Title thereto, or otherwise relating to such Sale, as to them or him shall seem expedient, and with full Power to buy in all or any of the said Hereditaments and Premises put up to Auction, or to rescind or vary the Terms of any Contract or Contracts for Sale of all or any of the said Hereditaments and Premises, and to resell the Hereditaments and Premises which shall be so bought in, or the Contract or Contracts for Sale of which shall be so rescinded as aforesaid or abandoned, either by Public Auction or Private Contract, with or without special or other Conditions of Sale as aforesaid, without any Liability to answer for any Loss or Diminution in Price which may be occasioned thereby, and also upon trust that they the said *Charles Pugh* and *William Peake*, or the Survivor of them, or his Heirs, do and shall, upon Payment into the Bank of *England* in manner herein-after directed of the Purchase Monies for which the said Hereditaments and Premises or any Parts or Part thereof shall be sold, convey and assure the same Hereditaments and Premises respectively, with their Rights, Members, and Appurtenances, unto or to the Use of the Purchaser or respective Purchasers thereof, his, her, or their Heirs or Assigns, or to such Uses and in such
Manner

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Manner as he, she, or they shall direct, and do and execute all other Acts and Deeds necessary or proper for carrying such Sale or Sales as aforesaid into complete Effect.

II. That the Purchase Money to arise from any and each Sale made under the Authority of this Act shall be paid by the Purchaser or Purchasers respectively, his, her, or their Heirs, Executors, Administrators or Assigns, into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Chancery, to be placed to his Account there to the Credit of the same Causes or Cause pursuant to the Method prescribed by the Acts then in force regulating the Payment of Money into Court.

Purchase Money to be paid into the Bank of England to the Credit of the Causes.

III. That the Certificate or Certificates of the said Accountant General, with the Receipt or Receipts of One of the Cashiers of the Bank of *England* to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Purchaser or Purchasers under the Authority of this Act, or of any Person on his or their Behalf, of his or their Purchase Money or respective Purchase Monies, shall be deemed a good and effectual Discharge or good and effectual Discharges to such Purchaser or Purchasers or other Person or Persons as aforesaid for the Monies for which such Certificates or Receipts respectively shall be given, and after filing such Certificates and Receipts as aforesaid such Purchasers or other Persons respectively shall be absolutely discharged from the same Monies respectively and all Liability in respect of the Application thereof, and an Office Copy of each such Certificate and Receipt shall be sufficient Evidence of the Fact of such Payment in any Court of Law or Equity.

Certificate of Accountant General and Receipt of Cashier to be sufficient Discharges.

IV. That the Principal Monies which shall be so paid into the Bank of *England* as aforesaid shall be applicable, in the first place, to the Payment of the Costs, Charges, and Expenses of all Parties of and attending the preparing, applying for, and obtaining this Act, or otherwise preparatory or relating thereto, and also all the Costs and Expenses of and attending or relating to the Sales hereby directed or authorized, or incurred in making the several Applications to the said Court in pursuance of this Act, and investing all or any of the Monies which shall be invested in the Purchase of Three Pounds *per Centum* Consolidated or Reduced Bank Annuities, according to the Directions herein-after contained, or otherwise in carrying this Act into complete Execution; and that the said Monies which shall be so paid into the Bank as aforesaid, but shall not be ordered by the said Court of Chancery to be applied for the Purposes herein-before mentioned, shall from Time to Time, under the Direction of the said Court, upon Motion or Petition to be made or preferred in a summary Way by any Person

Monies paid into Bank to be applied first in paying Expenses of Act.

Residue to be invested in Bank Three Pounds per Cent. Annuities.

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Person or Persons interested, or upon Motion or Petition to be made or presented in the now depending Causes aforesaid, or any supplemental or other Cause or Causes, and also in the Matter of this Act; or under any Decree or Order to be made in such Causes or Cause and Matter, be laid out in the Name of the said Accountant General in the Purchase of Three Pounds *per Centum* Consolidated or Reduced Bank Annuities, and the same Bank Annuities so to be purchased as aforesaid, or so much thereof as shall not be required for answering the Costs, Charges, and Expenses herein-after authorized to be raised and paid thereout, shall belong to the several Persons and in the several Shares to whom and in which respectively by the herein-before recited Order of the said Court made on the Fourth Day of *March* One thousand eight hundred and fifty-four, on the further Consideration of the said now depending Causes, the equitable Interest in the Hereditaments and Premises hereby vested and directed to be sold is declared to belong, and as to the Part thereof of the said *Richard John Philip Leeson* alone subject to the Mortgage mentioned in that Order, and as to the Part thereof of the said *Richard John Philip Leeson* and *Thomas Probyn*, as the Trustees and upon the Trusts of the Marriage Settlement of the said *Charles Roberts* and the said *Harriet Louisa Roberts* his Wife, mentioned in that Order, and as to the Part thereof of the said *Alexander James Beresford Beresford Hope*, as the Trustee and upon the Trusts of the Marriage Settlement of the said *George Earl of Perth and Melfort*, and the said *Henrietta Susan* Countess of *Perth and Melfort* his Wife, also mentioned in the same Order, and as to the Part thereof of the said *Augustus Johnnes Leeson*, subject to the Mortgage thereof made to the said *William Peake* by the herein-before recited Indenture dated on or about the First Day of *May* One thousand eight hundred and fifty-four, and that the respective Parts of the said *Harriet Louisa Beresford*, and of the said Infants *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*, of the said surplus Monies and Bank Annuities to be purchased therewith, shall in Equity be deemed to be of the Nature of Real Estate, and that the said Bank Annuities shall, as herein-after provided, be transferable, and may in the meantime be carried over to separate Accounts accordingly.

Monies to remain invested until Court shall order the Investments to be transferred to Persons entitled thereto.

V. That the said Bank Annuities so to be purchased as aforesaid, when so purchased, shall, subject to the Provision herein-after contained for raising and paying thereout the Costs, Charges, and Expenses mentioned in that Provision, remain so invested until the said Court, upon Motion or Petition to be made or presented in a summary Way by or on behalf of the respective Persons who, under the Provision last herein-before contained, shall have become entitled to have the said Bank Annuities or any Shares or Share thereof transferred to them or him or her respectively, or upon Motion or Petition or under any Decree

or

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or Order, Decrees or Orders, in the now depending Causes aforesaid, or any supplemental or other Causes or Cause and in the Matter of this Act or otherwise, shall order the same Bank Annuities to be transferred or disposed of by the said Accountant General to or according to the Direction of the Person or respective Persons entitled as last aforesaid; and the same Bank Annuities, or so much thereof as shall remain after raising and paying thereout such Costs, Charges, and Expenses as aforesaid, shall then be transferred or disposed of and applied accordingly under the Order and Direction of the said Court: Provided always, that until such Transfer or Disposition as aforesaid shall be made, it shall be lawful for the said Court of Chancery, upon any such Motion or Petition as aforesaid, or by any such Decree or Order as aforesaid, to make and give all such Orders and Directions as shall be usual or necessary for carrying over any Parts or Part of the said Bank Annuities in trust to such several Accounts as that Court shall deem proper, having regard to the Situation of the Parties entitled and the Declaration of their Rights as aforesaid.

VI. That it shall be lawful for the said Court of Chancery from Time to Time, upon Motion or Petition to be made or presented either in a summary Way by any Person interested or in the said now depending Causes of *Richards* versus *Rush*, or any supplemental or other Cause or Causes, and in the Matter of this Act, or by any Decree or Order in the same now depending or other Causes or Cause, and in the Matter aforesaid, from Time to Time to make such Order or Orders as to the said Court shall seem meet for taxing or settling the Costs, Charges, and Expenses herein-before directed to be paid, and for taxing the Costs of the several Applications to be made to the said Court in pursuance of this Act, and the Costs of investing the said Monies pursuant to the Directions herein-before contained, or otherwise in carrying into execution the Trusts and Purposes of this Act, and also from Time to Time, if to the said Court it shall seem meet, to make any Order or Orders for the Payment of all such Costs, Charges, and Expenses out of the said Monies which shall arise from any such Sale or Sales, to be made under or by virtue of this Act, and which shall be so paid into the Bank as aforesaid, or out of the Monies to arise by Sale of the said Bank Annuities so to be purchased as aforesaid, or any Part or Parts thereof.

Court may make Orders for paying Costs.

VII. That the Rents, Issues, and Profits of the said Hereditaments and Premises hereby vested and directed to be sold as aforesaid shall in the meantime, until the same shall be sold by virtue of this Act, or until such earlier or other Day from which, according to the Conditions or Terms of such Sale, the Purchaser or Purchasers shall be entitled to the same, be had, received, and taken, and may be

Mesne Rents until Sale to be received and applied as if this Act had not passed.

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recovered by the Person and Persons who would have been entitled to receive, take, and recover the same respectively if this Act had not been made, and shall be accounted for by him, her, and them accordingly, under the herein-before recited Decree and Order respectively of the Seventh Day of *May* One thousand eight hundred and fifty-three and the Fourth Day of *March* One thousand eight hundred and fifty-four or otherwise.

Dividends and Interest to be paid to persons who would have been entitled to the Rents had the Act not passed.

VIII. That the Dividends of the said Bank Annuities so to be purchased as aforesaid shall, when so purchased, in the meantime subject as herein-before is mentioned, and also all such Interest as may have accrued and been paid into the Bank in the Name of the said Accountant General by any Purchaser or Purchasers in respect of his, her, or their Purchase Monies, be paid to the Persons and applied in the Manner to whom and in which respectively, had this Act not been passed, the Rents and Profits of the said Hereditaments and Premises hereby vested and directed to be sold would have been payable and applicable under the herein-before recited Order of the Fourth Day of *March* One thousand eight hundred and fifty-four, subject, as to the Share thereof of the said *Augustus Johnnes Leeson*, to the herein-before recited Mortgage made by him as aforesaid; and the said Court of Chancery shall and may, upon Motion or Petition to be made or presented in a summary Way, or in the said now depending Causes of *Richards* versus *Rush*, or any supplemental or other Cause or Causes, and in the Matter of this Act, or by any Décreé or Order in the same now depending, or any such other Cause or Causes, and in the Matter aforesaid, make and give all such Orders and Directions as shall or may be necessary in that Behalf,

Appointment of new Trustees.

IX. That if the said *Charles Pugh* and *William Peake* or either of them, or any Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or desire to be discharged from or refuse or decline to act or become incapable of acting in the Execution of the Trusts herein contained, or shall go to reside out of *Great Britain*, before the said Trusts shall have been fully executed and performed, then and in every or any such Case, and as often as the same shall happen, it shall be lawful for the said Court of Chancery, upon Motion or Petition to be made or preferred in a summary Way or in such Causes or Cause as aforesaid, and in the Matter of this Act, by the surviving or continuing Trustee or the Heirs of the last surviving Trustee, or by or on behalf of any Person or Persons interested, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act, or going to reside out of *Great Britain* as aforesaid; and that when and so often as any new Trustee or Trustees

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Trustees shall be nominated and appointed as aforesaid all the said Hereditaments and Premises hereby vested and directed to be sold as aforesaid, or such of them as shall then remain subject to the Trusts aforesaid, shall thereupon with all convenient Speed be conveyed and transferred in such Manner and so that the same shall or may be legally and effectually vested in the surviving or continuing Trustee thereof and such new Trustee jointly, or if there shall be no such surviving or continuing Trustee then in such new Trustees solely as the Case may require, upon the Trusts, and to and for the Ends, Intents, and Purposes herein-before expressed and declared of and concerning the same Trust Hereditaments and Premises, or such and so many of them as shall be then subsisting undetermined and capable of taking effect; and every such new Trustee shall and may in all things act and assist in the Management and Execution of the Trusts, Powers, and Authorities herein contained, and every or any of them, as fully and effectually in all respects and to all Intents and Purposes as if he had been originally in and by this Act nominated and appointed a Trustee for the Purposes aforesaid.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic or Corporate, and their respective Heirs, Executors, Administrators, Successors, and Assigns, other than and except the respective Persons mentioned in that Behalf by Name or otherwise in the next following Section, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Messuages, Lands, Hereditaments, and Premises hereby vested and directed to be sold as aforesaid, as they respectively or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

General
Saving.

XI. The following are the Persons referred to in and by the Exception contained in the last preceding Section of this Act; to wit, the said *Clarissa Rush*, as such Trustee as aforesaid, her Heirs and Assigns, the said *Solomon Richards* and *Elizabeth* his Wife, and their Assigns, and the Heirs of the said *Elizabeth Richards*, the said *Harriet Louisa Beresford* and *Isabella Elizabeth Beresford* and their respective Heirs and Assigns, the said *Richard John Philip Leeson* in his own Right, *Augustus Johnnes Leeson*, *Grace Elizabeth Leeson*, *Charles Edward Leeson*, and *Isabella Mary Leeson*, and their respective Heirs and Assigns, and the said *Charles Roberts* and *Harriet Louisa* his Wife, and their Assigns, and the Heirs of the said *Harriet Louisa Roberts*, the said *George Earl of Perth and Melfort* and *Henrietta Susan* Countess of *Perth and Melfort* his Wife, and their Assigns, and the Heirs of the said Countess, the said *Marcus Beresford*, as such Committee as aforesaid, his Heirs and

Exception
from genera
Saving.

Assigns,

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Assigns, the said *William Peake*, his Heirs, Executors, Administrators, and Assigns, the said *Richard John Philip Leeson* and *Thomas Probyn*, as such Trustees as aforesaid, their Heirs, Executors, Administrators, and Assigns, and the said *Alexander James Beresford Beresford Hope* as such Trustee as aforesaid, his Heirs and Assigns, and all other Persons to or upon whom any Estate, Right, Title, or Interest hath been devised or limited to, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will of the said Testator *Thomas Bailey Heath Sewell*, or the Deed of Partition dated on or about the Sixteenth Day of *January* One thousand eight hundred and fifty, herein-before recited.

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

XII. 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.

Sewell's Estate.

The SCHEDULE to which this Act refers.

NORTH PORTION.

Number on Plan.	Name of Fields.	A.	R.	P.	A.	R.	P.
<i>Queen Wood.</i>							
1	Green Lane	3	1	0			
2	Horse Shoe Field	7	2	28			
3	Plantation	4	1	18			
4	Arable	4	0	10			
5	Arable	7	1	34			
6	The Wood	5	2	0			
7	Arable	4	3	20			
8	Arable	3	2	32			
9	House, Garden, Yard, and Plantation	3	0	0			
10	Cottage, Garden, and Fields	1	0	7			
					44	3	29
<i>Stanyard's Hill Farm.</i>							
11	Hawthorne Field	3	1	11			
12	Spring Field	3	3	0			
13	Six Acres	6	2	18			
14	Black Grass Field	2	3	5			
15	Bent Field	3	0	28			
16	Poor Field	3	2	24			
17	Upper Four Acres	4	1	33			
18	Arable	2	3	26			
19	Barn Field	2	0	0			
20	Orchard	0	2	37			
21	House, Garden, and Yards	0	1	17			
22	Rick Yard	0	1	16			
23	Winding Field	3	0	16			
24	Arable	3	1	0			
25	The Four Acres	4	0	0			
26	Corner Four Acres	4	3	0			
					49	0	31
<i>Ford's or Dolly's Farm.</i>							
27	Ford Field	7	2	19			
28	Lone Barn Field	7	2	26			
29	Pincham Field	0	2	15			
34	Printer's Barn Field	7	0	2			
35	Kiln Field	8	0	15			
36	Ned Burchell's Field	6	1	29			
37	Hilly Field	4	3	15			
38	Five Acres	5	1	28			
39	Saw Pit Field	7	0	0			
	Carried forward				93	4	20

[Private.]

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Number on Plan.	Names of Fields.	A. R. P.	A. R. P.
	Brought forward - - -	- - -	93 4 20
	<i>Ford's or Dolly's Farm—continued.</i>		
40	House, Gardens, Yards, and Buildings -	1 0 31	
41	Garden Field - - - - -	0 3 26	
42	Lane - - - - -	0 0 32	
43	Six Acre Brook and Drift - - - - -	4 3 26	
44	Coppice Meadow - - - - -	1 2 27	
45	The Coppice - - - - -	1 1 0	
46	Coppice Field - - - - -	4 2 25	
47	More Earth Field - - - - -	3 3 5	
48	Stone Field - - - - -	4 0 22	
49	Fag Field - - - - -	1 3 24	
50	Little Fag Brook - - - - -	1 2 20	
51	Great Fag Brook - - - - -	3 3 32	
52	Long Brook - - - - -	4 3 32	
53	Silver Mead - - - - -	2 0 20	
55	Bouncer Brook - - - - -	2 2 32	
56	Ditto - - - - -	3 1 5	
57	Rough Six Acres - - - - -	5 3 18	
58	Four Acres - - - - -	3 3 31	
59	Two Acres - - - - -	2 0 26	
			109 3 23
	<i>Twitchen's Cottage and Garden, now in the Occupation of William Martin.</i>		
33	Twitchen's Cottage and Garden - - -	0 0 33	0 0 33
	<i>Ford Cottage and Field, now in the Occupation of James Harding.</i>		
30	Ford Cottage and Garden - - - - -	0 2 29	
31	Arable Field - - - - -	1 0 30	
32	Ditto - - - - -	1 1 5	
			3 0 4
	<i>Part of Bonsey's or Twitchen's Farm.</i>		
54	Twelve Acres Mead - - - - -	11 1 17	
60	The Nine-and-a-half Acres - - - - -	9 2 9	
61	The Six-and-a-half Acres - - - - -	6 3 16	
			27 3 2
			235 0 2

W. H. Hindhaugh.

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