



### CHAPTER 1.

An Act to enable the Trustees of the Will of Philip William Flower deceased to postpone the sale and conversion of certain Real Estates held on the trusts of his Will and give them powers with reference thereto. A.D. 1891.

[28th July 1891.]

**W**HEREAS Philip William Flower late of Princes Street in the city of London and Lower Tooting in the county of Surrey deceased hereinafter in this Act called the testator duly made his will dated the 2nd day of August 1861 and thereby gave several specific and pecuniary legacies and appointed John Wickham Flower Augustus William Gadesden and William James Thompson to be executors and trustees of his will and after stating that he considered his children by his then wife being his second wife sufficiently provided for the testator bequeathed and devised all the residue of his personal and all his real estate to the said trustees upon trust to sell call in and convert his leasehold and other personal estate and to sell his real estate at such time or times and in such manner and under or subject to such conditions as to title and otherwise as the trustees or trustee for the time being of his will should in their or his or her discretion think fit having regard to the benefit and advantage of his children And the testator directed that the receipt or receipts of the said trustees or trustee for all moneys which should be produced by the sale of the property thereby directed to be sold and for all or any other moneys which should be paid to them him or her under his said will should be an effectual discharge to all or any purchasers or purchaser and other persons or person paying the same And the testator declared that the trustees should invest the proceeds of the sale calling in and conversion of his real and personal estate in Government or real securities in England or Wales and that they should stand possessed of such investments Upon trust to apply certain parts of the income thereof and the rents of his real estate until the same should be sold for the benefit of all his children by his first marriage other than his son Augustus

Preamble of  
the will of  
Philip  
William  
Flower.

A.D. 1891. Flower till twenty-one And upon further trust as and when his daughters Mary Wickham Flower and Clara Flower should respectively attain twenty-one or marry to raise or appropriate out of his residuary estate the sum of 25,000*l.* for the benefit of each of his said daughters and their husbands and children as therein mentioned And the testator bequeathed to his trustees the sum of 25,000*l.* sterling upon trust to invest the same and stand possessed thereof upon certain trusts for the benefit of his son Augustus Flower and his children And the testator declared that in case (which happened) his said son Augustus Flower should die without leaving any children who should attain the age of twenty-one years the said sum of 25,000*l.* or the stocks funds or securities in or upon which the same might be invested and all accumulations thereof should sink into and become part of the residue of his personal estate and be applied and disposed of accordingly And the testator further declared that the trustees or trustee should stand possessed of the surplus of his said residuary estate after raising the said several sums of 25,000*l.* thereinbefore directed to be raised Upon trust to divide all the said surplus between such of the sons of his first marriage other than and exclusive of the said Augustus Flower that was to say Hugh Philip Flower Cyril Flower Arthur Flower Horace Flower Herbert Flower and Lewis Flower as should attain the age of twenty-one years in equal shares as tenants in common but such shares were not to be paid until such sons respectively attained the age of twenty-five years the income being directed to be paid to them in the meantime and the said will contained clauses for maintenance and advancement and special powers to enable the trustees to wind up the business in which he was engaged but it contained no special powers of management of any other portion of the residuary estate :

Codicils to  
will of Philip  
William  
Flower.

And whereas the said testator made three codicils to his said will by the first of which dated the 19th day of February 1862 he revoked the bequest of the sum of 25,000*l.* by his will directed to be raised for his daughter the said Mary Wickham Flower who had been provided for on her marriage and by the second of which codicils dated the 4th day of November 1871 the testator appointed the said Cyril Flower and James Brand and Wickham Flower executors and trustees of his said will in place of the executors and trustees therein named and directed that his will should be read and construed as if the executors and trustees appointed by the said codicil had been named in the will and by which second codicil the said testator revoked the bequest of the sum of 25,000*l.* by his will directed to be raised for the benefit of his daughter the said Clara Flower who had been provided for on her marriage and by



the third of which codicils dated the 10th day of November 1871 he directed that the shares of his sons Arthur Flower Horace Flower Herbert Flower and Lewis Flower should not be paid to them till they attained the age of twenty-eight or thirty years at the discretion of his trustees: A.D. 1891.

And whereas the said testator died on the 14th day of February 1872 and his said will and codicils were duly proved by the said Cyril Flower James Brand and Wickham Flower on the 18th day of March following in the Principal Probate Registry: Death of testator and proof of his will.

And whereas two of the seven sons of the testator namely the said Augustus Flower and Hugh Philip Flower died in the testator's lifetime under the age of twenty-one years and without having been married and the other five sons namely the said Cyril Flower Arthur Flower Lewis Flower and Herbert Flower (since deceased) and Horace Flower (also since deceased) all survived the testator and all attained the age of thirty years except the said Herbert Flower who died after having attained the age of twenty-seven years: Death of two sons of testator.

And whereas the testator was not at the date of his will entitled to real estate of any great value and his will did not contain any powers for the management or leasing of real estate until sale thereof under the trusts of his will but after the date of his will he at various times purchased and he was at his death entitled to divers freehold estates of considerable value including certain estates the short description whereof is contained in the schedule to this Act which so far as not already built upon are applicable for building purposes: Real estate purchased after date of will.

And whereas the trustees of the testator's will retained unsold a large portion of the estates held on the trusts of the said will including the estates described in the schedule hereto the same being in fact not readily saleable: Real estate retained unsold.

And whereas by an indenture of release and indemnity dated the 2nd day of August 1878 and made between the said Cyril Flower of the first part the said Arthur Flower of the second part the said Horace Flower of the third part the said Herbert Flower of the fourth part the said Lewis Flower of the fifth part the said James Brand and Wickham Flower of the sixth part and William Thomas Brand of the seventh part the said five surviving sons of the said testator who had then all attained the age of twenty-one years released the trustees and executors of the said testator's will and gave them covenant of indemnity in respect of the trusts of the said will and declared that it should not be obligatory on the trustees or trustee for the time being to sell or convert the testator's real or personal estate except at the request of all the parties thereto of the first five parts nor to make any further division beyond what Release of 2nd August 1878.

A.D. 1891. — had already been made of such real or personal estate except at the like request :

Release of  
26th April  
1879.

And whereas by another indenture dated the 26th day of April 1879 and made between the same parties and in the same order as the last-recited indenture a similar further release and indemnity was given to the trustees of the testator's will in consideration of those trustees continuing as they were thereby authorised to manage the estate of the said testator in the same manner as they had previously done :

Will of  
Herbert  
Flower.

And whereas the said Herbert Flower duly made his will dated the 6th day of August 1878 and thereby bequeathed a sum of 500*l.* to his wife the Honourable Agnes Cecil Emmeline Flower commonly called Lady Agnes Flower and made certain other bequests and in the event (which happened) of his dying without leaving any child he directed that his trustees should stand possessed of his residuary estate as to one-third part thereof for the said Arthur Flower Horace Flower and Lewis Flower in equal shares And as to the remaining two-third parts thereof upon trust to pay the income thereof to his said wife during her life and after her death as to any sum or sums not exceeding 20,000*l.* for such person or persons as his said wife whether covert or sole should by will or codicil appoint and subject to any such appointment in trust for the said Arthur Flower Horace Flower and Lewis Flower in equal shares and the said testator appointed the said Arthur Flower and also William Leslie and John Wentworth Fitzwilliam his executors :

Death of  
Herbert  
Flower and  
proof of  
will.

And whereas the said Herbert Flower died on the 30th day of December 1880 without revoking his said will and without ever having had any issue and his said will was duly proved in the Principal Registry of the Probate Division of the High Court of Justice on the 28th day of January 1881 by the said Arthur Flower and William Leslie alone power being reserved to the said John Wentworth Fitzwilliam to come in and prove the same but the said John Wentworth Fitzwilliam has never proved the said will :

Release of  
8th March  
1881.

And whereas by another indenture of release and indemnity dated the 8th day of March 1881 and made between the said Cyril Flower of the first part the said Arthur Flower of the second part the said Horace Flower of the third part the said Lady Agnes Flower of the fourth part the said Lewis Flower of the fifth part the said James Brand and Wickham Flower of the sixth part and the said William Thomas Brand of the seventh part a further release and indemnity was given to the trustees of the testator's will by the parties thereto of the first five parts and they directed that no sale or conversion except for the purposes therein mentioned should be made of the estate of the testator for eight



years from the date thereof without the consent in writing of the majority of them the said parties thereto of the first five parts for the time being living : A.D. 1891.  
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And whereas by an indenture dated the 3rd day of July 1882 and made between Alfred Cooper of the first part the said Lady Agnes Flower of the second part and William Wilson and the said William Leslie of the third part being the settlement made before and in consideration of the marriage then intended and afterwards solemnised between the said Lady Agnes Flower (now Lady Agnes Cooper) and the said Alfred Cooper the said Lady Agnes Cooper assigned the income to arise during her life from the said two-thirds of the real and personal estate of the said Herbert Flower to the said William Wilson and William Leslie In trust for herself for her separate use without power of anticipation And it was thereby declared that all real and personal property not thereinbefore settled to which the said Lady Agnes Cooper at the time of the said marriage or she or the said Alfred Cooper in her right at any time during the said coverture should be or become entitled should belong to her for her separate use as if she were a feme sole And that the said William Wilson and William Leslie should not have any right of control or interference whatever over or in relation to the management of the residuary real and personal estate of the said Herbert Flower or the mode or time of ascertaining and dividing the income thereof but the same should be wholly in the discretion of the trustees or trustee of the will of the said Herbert Flower : Settlement  
on second  
marriage of  
Lady Agnes  
Flower.

And whereas by an indenture dated the 1st day of August 1884 and made between the said Cyril Flower of the first part the said Arthur Flower of the second part the said Horace Flower of the third part the said Lady Agnes Cooper of the fourth part the said Lewis Flower of the fifth part the said James Brand and Wickham Flower of the sixth part and the said William Thomas Brand of the seventh part After reciting that the parties thereto of the first five parts were absolutely entitled amongst them to the whole of the real and personal estate of the testator and the parties thereto of the second third fourth and fifth parts were amongst them absolutely entitled to the whole of the real and personal estate of the said Herbert Flower deceased It was declared and agreed between the said parties thereto of the first five parts and they did thereby direct that no sale or conversion should be made of the estate of the testator for at least five years from the date of the indenture now in recital without the consent in writing of a majority of them the said parties thereto of the first five parts for the time being living but that all powers and provisions contained in the testator's will should Release of  
1st August  
1884.



A.D. 1891. — continue to be exercised and have effect in like manner as if none of the sons of the said testator had attained the age of twenty-one years And by the indenture now in recital a further release and indemnity was given to the trustees of the testator's will :

Settlement of  
share of  
Horace  
Flower.

And whereas by an indenture dated the 7th day of June 1881 and made between the said Horace Flower of the first part Arthur Flower and Wickham Flower of the second part Cyril Flower James Brand and the said Wickham Flower of the third part the said Cyril Flower and Arthur Flower and Lewis Flower of the fourth part and the said Arthur Flower and Wickham Flower of the fifth part the said Horace Flower for the considerations therein mentioned assigned all his shares of the estates of the said Philip William Flower and Herbert Flower unto the said Arthur Flower and Wickham Flower upon certain trusts thereby declared in favour of himself the said Horace Flower during his life and after his death of his widow and issue (if any) And on failure or determination of the said trusts in trust for such person or persons as he should by will or codicil appoint with further trusts in default of appointment :

Will of  
Horace  
Flower.

And whereas the said Horace Flower duly made his will dated the 24th day of November 1882 and thereby appointed the said Arthur Flower and also Alexander Radcliffe Hordern and The Honourable Douglas William Cope Gordon commonly called Lord Douglas Gordon executors and trustees thereof and after divers specific and pecuniary bequests he devised and bequeathed his real estate and the residue of his personal estate as to one-half part thereof to the said Arthur Flower his heirs and assigns and as to the other half part thereof to his trustees upon trust to pay the income thereof to his brother the said Lewis Flower until his death or such other event as therein mentioned and after the failure or determination of such trusts during his life (which has not happened) upon the trusts therein declared for the benefit of the said Lewis Flower his wife and children or any of them and after his death upon trust for his children if any who being sons should attain the age of twenty-one years or being daughters should attain that age or marry and in default of such children the said Horace Flower devised and bequeathed the same one-half part of his residuary estate and the income and accumulations thereof unto the said Arthur Flower his heirs and assigns :

Death of  
Horace  
Flower and  
proof of will.

And whereas the said Horace Flower died on the 10th day of September 1885 without having revoked his said will which was on the 11th day of February 1886 duly proved in the Principal Probate Registry by the said Arthur Flower and Alexander Radcliffe Hordern alone and the said Lord Douglas Gordon has



renounced probate of the said will and has by deed under his hand and seal dated the 6th day of April 1886 duly disclaimed the trusts thereof: A.D. 1891.

And whereas the said Horace Flower died without having been married:

Horace  
Flower never  
married.

And whereas the said Lewis Flower has never been married:

Lewis  
Flower  
not married.

And whereas by an indenture dated the 1st day of February 1873 and made between the said Arthur Flower of the first part Isabel Margareta Cockayne Pauncefort Duncombe of the second part and Philip Henry Pauncefort Duncombe now Sir Philip Henry Pauncefort Duncombe Baronet George Augustus Duncombe and the said Cyril Flower and Wickham Flower of the third part being an indenture executed on the marriage of the said Arthur Flower with the said Isabel Margareta Cockayne Pauncefort Duncombe the said Arthur Flower in consideration of the marriage charged a portion of his share in the estate of the testator with the payment to the said Philip Henry Pauncefort Duncombe George Augustus Duncombe Cyril Flower and Wickham Flower of the sum of 30,000*l.* and interest and also with the payment to them during the widowhood of the said Isabel Margareta Cockayne Pauncefort Duncombe of such yearly sum as together with the interest and annual proceeds of the said sum of 30,000*l.* and certain other trust funds would make up an annual sum of 2,000*l.* but subject to a proviso enabling the said Arthur Flower to pay a sum of 8,000*l.* in satisfaction and discharge of the said yearly sum and by an indenture of settlement of the same date and made between the said Arthur Flower of the first part the said Isabel Margareta Cockayne Pauncefort Duncombe of the second part Sir Philip Duncombe Pauncefort Duncombe Baronet (since deceased) of the third part Dame Sophia Caroline Pauncefort Duncombe of the fourth part (since deceased) the said Philip Henry Pauncefort Duncombe of the fifth part and the said Philip Henry Pauncefort Duncombe George Augustus Duncombe Cyril Flower and Wickham Flower of the sixth part the said sum of 30,000*l.* was settled upon trust to pay the income thereof to the said Arthur Flower during his life and after his death to pay the said income to the said Isabel Margareta Cockayne Pauncefort Duncombe during her life and also the said yearly sum or the income of the said sum of 8,000*l.* to the said Isabel Margareta Cockayne Pauncefort Duncombe during her widowhood and after the death of both trusts were declared of the said sum of 30,000*l.* in favour of their issue and subject to the trusts aforesaid the said sums of 30,000*l.* and 8,000*l.* were directed to be held in trust for the said Arthur Flower:

Settlement  
made on  
Arthur  
Flower's  
marriage.

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And whereas the marriage between the said Arthur Flower and Isabel Margareta Cockayne Pauncefort Duncombe now Isabel Margareta Cockayne Flower his wife was duly solemnised and there has been issue of the said marriage nine children and no more namely Mary Isabel Flower Philip Arthur Flower Ethel Daisy Flower Hugh Duncombe Flower Violet Flower Conrad Herbert Flower Horace John Flower Neville Alfred Cyril Flower and Constance Flower who are all now infants under the age of twenty-one years :

Settlement  
of Lewis  
Flower's  
share with  
power of  
revocation.

And whereas by an indenture dated the 8th day of March 1881 and made between Lewis Flower of the first part Arthur Flower and Wickham Flower of the second part Cyril Flower James Brand and the said Wickham Flower of the third part the said Cyril Flower Arthur Flower and Horace Flower of the fourth part and the said Arthur Flower and Wickham Flower thereafter called the said trustees of the fifth part the said Lewis Flower for the consideration therein mentioned assigned all his shares of the estates of the said Philip William Flower and Herbert Flower unto the said Arthur Flower and Wickham Flower upon certain trusts therein declared and by the said indenture it was agreed and declared that it should be lawful for the said Lewis Flower at any time during his life with the consent of the said trustees or trustee wholly or partially to revoke all or any of the trusts powers and provisions thereinbefore declared concerning all or any part of the said shares money and premises thereby assigned and by the same or any other deed revocable or irrevocable but only with such consent as aforesaid to declare any new or substituted or varied trusts concerning the said shares moneys and premises or concerning any part thereof to which such revocation should extend :

Statement of  
charges on  
the several  
shares.

And whereas the several shares of the said Horace Flower and Lewis Flower in the estate of the testator are subject to the following charges (that is to say) :—

- (i.) 2,000*l.* secured with interest on the shares of the said Horace Flower in the estates of the said Philip William Flower and Herbert Flower to William Jephson and the said Arthur Flower and Wickham Flower by an indenture dated the 4th day of December 1883 and made between the said Arthur Flower and Wickham Flower of the first part the said Horace Flower of the second part and the said William Jephson Arthur Flower and Wickham Flower of the third part :
- (ii.) 1,850*l.* secured with interest on the said shares of the said Lewis Flower in the estates of the said Philip William Flower deceased and Herbert Flower to Charles Bubb deceased and



Philip William Flower on a joint account by an indenture dated the 8th day of March 1881 and made between the said Lewis Flower of the one part and the said Charles Bubb and Philip William Flower of the other part: A.D. 1891.

(iii.) 8,150*l.* secured with interest on the said shares of the said Lewis Flower to the said Arthur Flower Wickham Flower and William Jephson by indenture also dated the 8th day of March 1881 and made between the said Lewis Flower of the one part and the said Arthur Flower Wickham Flower and William Jephson of the other part:

And whereas the said Charles Bubb died on the 16th day of July in the year 1888: Death of C. Bubb.

And whereas the term for which under the said indenture of release of the 1st day of August 1884 the trustees of the testator's will were authorised to postpone the sale calling in conversion and division of the testator's estate expired on the 1st day of August 1889 and by reason of the charge created by the said indenture of the 1st day of February 1873 and the said indenture of settlement of the same date in favour of the infant children of the said Arthur Flower and by reason also of the trust declared in the will of the said Horace Flower in favour of the children (if any) of the said Lewis Flower there are now no persons competent to authorise so far as regards the original share of the said Arthur Flower and the shares of the said Horace Flower in the testator's estate any further postponement of such sale: Time of postponement of sale under release of 1884 expired.

And whereas the freehold estates of the testator described in the schedule hereto include vacant land available for building which cannot with advantage be immediately leased or disposed of for that purpose and other portions are not now readily saleable except at an inadequate price and will require to be leased from time to time: Sales cannot readily be made and further postponement expedient.

And whereas the immediate sale and conversion of the testator's said freehold estates described in the schedule hereto could not be advantageously effected and it is necessary in order to obtain the best prices that the sales should be spread over a period of several years and it would be fit and proper and for the benefit of all persons interested under the testator's will that the trustees of his will should be authorised to postpone the sale and conversion of the said estates and that in the meantime the trustees of the will should be authorised to manage the said estates and develop and lease the same for building and otherwise as heretofore:

And whereas the aforesaid objects cannot be effected without the aid and authority of Parliament:

Therefore Your Majesty's most dutiful and loyal subjects Cyril Flower Arthur Flower Lewis Flower Agnes Cecil Emmeline Cooper

A.D. 1891. — James Brand and Wickham Flower 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 (namely):—

Short title. **1.** This Act may be cited for all purposes as Flower's Estate Act 1891.

Trustees of this Act. **2.** The said Cyril Flower James Brand and Wickham Flower the present trustees of the testator's will and the survivors and survivor of them or other the persons or person who are for the time being the trustees or trustee of the said will are in this Act referred to as the trustees or trustee.

Power to postpone sale for not exceeding 21 years. **3.**—(1.) The trustees or trustee may if they or he think proper so to do postpone the sale and conversion into money of all or any part of the estates held on trusts of the will of the testator and described in the schedule hereto for any period not exceeding twenty-one years from the date of the passing of this Act unless required to sell or convert the same or any part thereof by writing under the hands of the said Cyril Flower Arthur Flower and Lewis Flower or of any person claiming under them respectively.

(2.) During the postponement of sale and conversion all the powers of the testator's will as to management of his estate whether express or implied shall continue to be exercised and have effect with respect to the estates described in the schedule hereto in like manner as if none of the sons of the testator had attained the age of twenty-one years.

(3.) Provided that the trustees or trustee may at their or his discretion and from time to time or at any time sell or convert into money all or any part or parts of the said estates in like manner as if this Act had not been passed.

(4.) This Act or anything herein contained shall not operate to prevent after the expiration of the said period of twenty-one years any further postponement of the sale and conversion of the said estates which circumstances may render proper or convenient in the due execution of the trusts of the testator's will.

Powers to manage and lease.

**4.** During the period of postponement under this Act of sale and conversion the trustees or trustee shall with respect to the estates held on the trusts of the will of the testator and described in the schedule hereto and for the time being remaining unsold have all the following powers (that is to say):—

(1.) All the like powers (but without the necessity for notice to any person) to grant leases and to make contracts for the grant



of leases other than mining leases and to accept surrenders of leases as are by the Settled Land Acts 1882 to 1890 conferred on a tenant for life with respect to the settled land of which he is tenant for life and all the provisions of those Acts with respect to leases surrenders of leases and contracts for leases shall apply and have effect with respect to leases of the said estates as if the trustees or trustee were in the position of a tenant for life thereof within the meaning of the said Acts.

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(2.) Power to manage and superintend the management of the said estates and power to erect pull down and repair houses and other buildings and erections and to lay out land for building and make roads drains and sewers and execute all other works and do all other acts necessary or expedient to render any part or parts of the said estates available for building purposes and power to enter into contracts for execution of any of the works aforesaid.

(3.) Power to insure buildings against loss or damage by fire and to make allowances to and arrangements with tenants and others and to determine tenancies and accept surrenders of leases and generally to deal with the said estates in a proper course of management having regard to the nature thereof and the means proper to be taken in order to develop the same for building or with a view to sale or leasing.

5. The trustees or trustee may from time to time out of the annual income of the said estates of the testator pay the expenses incurred in management or in the exercise of any of the powers conferred by this Act and which in their or his opinion are properly payable out of income and may also pay out of capital money for the time being in hand on account of the said estates all expenditure in the execution of works and all other costs and expenses which in their or his opinion are properly payable out of capital with power to apply income for payment of all or any of such last-mentioned expenditure costs and expenses until there is capital money in hand available for the purpose of paying the same but so that all payments out of income for purposes to which capital is in the opinion of the trustees or trustee properly applicable shall be repaid to income as soon as conveniently may be.

Power to pay expenses.

6. All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties including incumbrancers on the testator's estate or the respective shares thereof in relation to this Act shall be paid out of the capital or income of the said estates.

Costs of Act.

7. Saving always to the Queen's most Excellent Majesty Her heirs and successors and to every other person and body politic and

Saving clause.

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corporate and their respective heirs successors executors administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the estates held on the trusts of the will of the testator and described in the schedule hereto or any part of such estates as they or any of them had before the passing of this Act or would could or might have had or enjoyed if this Act were not passed.

Exceptions  
from saving  
clause.

8. The following persons are excepted out of the general saving in this Act and accordingly are bound by this Act (that is to say) :—

Cyril Flower ;

Arthur Flower ; and

Isabel Margaretta Cockayne Flower his wife ;

Mary Isabel Flower ;

Philip Arthur Flower ;

Ethel Daisy Flower ;

Hugh Duncombe Flower ;

Violet Flower ;

Conrad Herbert Flower ;

Horace John Flower ;

Neville Alfred Cyril Flower ;

Constance Flower ;

All children of Arthur Flower born after the passing of this Act ;

Lewis Flower ;

All children of Lewis Flower born after the passing of this Act ;

Lady Agnes Cecil Emmeline Cooper wife of Alfred Cooper ;

James Brand ;

Wickham Flower ;

Alexander Radcliffe Hordern ;

William Jephson ;

Sir Philip Henry Pauncefort Duncombe Baronet ;

George Augustus Duncombe ;

Philip William Flower ;

William Leslie ; and

William Wilson ;

The legal personal representatives and the trustees or trustee for the time being of the will of Philip William Flower deceased ;

The legal personal representatives and the trustees or trustee for the time being of the will of Herbert Flower deceased ; and

The legal personal representatives and the trustees or trustee for the time being of the will of Horace Flower deceased.



9. This Act shall not be a public Act but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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.

A.D. 1891.  
Act not to  
be a public  
Act.

A.D. 1891.

The SCHEDULE in the foregoing Act referred to.

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1. An estate situate partly in the parish of St. Mary Battersea and partly in the parish of Clapham all in the county of Surrey—

(1.) Part let on ground rents producing a total yearly rent of 568*l.*

(2.) Part agreed to be let on ground rents but leases not yet granted producing when the full rents become payable a total yearly rental of 17*l.* 1*s.* 8*d.*

(3.) Part let on annual tenancies or short leases and agreements producing a total gross annual rental of 3,130*l.* or thereabouts.

(4.) Part let on weekly tenancies producing a total gross yearly average rent of 2,960*l.* or thereabouts.

(5.) Part consisting of vacant land for building not at present producing any rent.

2. An undivided moiety of an estate situate in the parish of St. Mary Battersea the entirety being—

(1.) Part let on ground rents producing a total yearly rental of 957*l.* 17*s.* 0*d.*

(2.) Part agreed to be let on ground rents but leases not yet granted producing when the full rents become payable a total yearly rental of 47*l.*

(3.) Part let on annual tenancies or short leases and agreements producing a total gross yearly rental of 429*l.*

(4.) Part let on weekly tenancies producing a total gross yearly average rent of 11,195*l.* or thereabouts.

(5.) Part vacant land for building not at present producing any rent.

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