



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 25.

An Act for better enabling the Trusts of the Will of *Joseph Thomas Treffry* deceased to be executed, under the Authority of the High Court of Chancery, and for other Purposes, and of which the Short Title is "*Treffry's Estate Act, 1853.*"

[15th August 1853.]

WHEREAS *Joseph Thomas Treffry*, late of *Place* in the County of *Cornwall*, deceased, made his last Will, dated the Ninth Day of *January* One thousand eight hundred and forty-one, as follows; (to wit,) "This is the last Will and Testament of me, *Joseph Thomas Treffry* of *Place* in the County of *Cornwall*, Esquire, made the 9th Day of *January* 1841;—I give and devise all my Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments, and Real Estates, whatsoever and wheresoever, together with the Advowsons or Right of Presentation to the Rectory of *Saint Pinnock* and the Vicarage of *Fowey* in the County of *Cornwall*, with their and every of their Rights, Members, and Appurtenances, unto *John Lowe* of *Glazebrook* near *South Brent* in the County of *Devon*, Esquire, and *John Wallis* of the Borough of *Bodmin* in the County of *Cornwall*,

Will of
Joseph
Thomas
Treffry,
dated
9th Jan,
1841.

[Private.]

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" Clerk,

Treffry's Estate Act, 1853.

“ Clerk, and their Heirs, to, for, and upon the several Uses, Trusts,
 “ Ends, Intents, and Purposes herein-after limited, expressed, and
 “ declared of and concerning the same; that is to say, to the Use
 “ and Behoof of my Cousin *Edward James Wilcocks* of the Island of
 “ *Saint Mary, Scilly*, Clerk, and his Assigns, for and during the
 “ Term of his natural Life, and without Impeachment of Waste,
 “ provided that the said *John Lowe* and the said *John Wallis*, before
 “ the said *Edward James Wilcocks* receives any Benefit or Advantage
 “ in a pecuniary Way from my Estate, shall have paid all my Debts,
 “ Obligations, including the Fulfilment and Completion of all my
 “ existing Contracts and Devises, as herein-after directed, and shall
 “ have otherwise fulfilled my Intentions, and completed such Works as
 “ I may be prosecuting at the Time of my Death, and from and after
 “ the Determination of that Estate by Forfeiture or otherwise in the
 “ Lifetime of the said *Edward James Wilcocks*, then to the Use of
 “ the said *John Lowe* and *John Wallis*, and their Heirs, during the
 “ natural Life of the said *Edward James Wilcocks*, upon trust to
 “ support and preserve the contingent Uses and Estates herein-after
 “ limited from being defeated and destroyed, and on and after the
 “ Payment and Discharge of all my Debts, Obligations, Devises,
 “ and the Completion of all my existing Contracts, to permit and
 “ suffer the said *Edward James Wilcocks* during his Life to receive
 “ and take the Rents and Profits of my said Manors, Messuages,
 “ Lands, Tithes, Tenements, Hereditaments, and Real Estate to
 “ and for his and their own Use and Benefit, provided that he the
 “ said *Edward James Wilcocks* shall immediately on receiving any
 “ Benefit from my Estate directly take the Name of *Treffry*, and
 “ that he shall, as soon as he can be empowered so to do, drop the
 “ Name of *Wilcocks*, and use in common Speech and Writing the
 “ Surname of *Treffry* only, otherwise that he the said *Edward*
 “ *James Wilcocks* shall not be entitled to any Benefit under my Will,
 “ but that which he would have had and enjoyed shall belong to the
 “ Person next in Remainder or Expectation after him, provided he
 “ complies with my Requests, and from and after his Decease then
 “ immediately to the Use and Behoof of the eldest Son of the said
 “ *Edward James Wilcocks* for and during his natural Life, without
 “ Impeachment of Waste, provided that all my Debts, Contracts,
 “ Obligations, and Devises be all first paid, discharged, com-
 “ pleted, and satisfied, and from and after the Determination
 “ of that Estate by Forfeiture or otherwise in his Lifetime, to
 “ the said *John Lowe* and *John Wallis*, and their Heirs, for and
 “ during the Life of the eldest Son of the said *Edward James*
 “ *Wilcocks* lawfully begotten, upon trust to support the contingent
 “ Uses and Estates herein-after limited from being defeated or
 “ destroyed, and for that Purpose to make Entries and bring Actions
 “ as Occasion shall require, and from and after the Decease of the
 “ eldest

Treffry's Estate Act, 1853.

" eldest Son of the said *Edward James Wilcocks* to the Use of the
 " eldest Son of his Body lawfully to be begotten, and to his Heirs
 " for ever, but in case of the Death of the eldest Son of the said
 " *Edward James Wilcocks* without Issue Male, to the said *John*
 " *Lowe* and *John Wallis*, and their Heirs, upon trust to the Use of
 " the Second, Third, Fourth, and every other Son of the said
 " *Edward James Wilcocks* lawfully to be begotten, severally, suc-
 " cessively, and in Remainder One after another in Order and Course
 " as they respectively shall be in Priority of Birth, and of the Heirs
 " Male of the respective Bodies of such Second, Third, Fourth, and
 " every other Son, every elder of such Sons and the Heirs Male of
 " his Body being always to be preferred and to take before every
 " younger of them and the Heirs Male of his Body, provided that
 " the First, Second, Third, Fourth, and every other Son of the said
 " *Edward James Wilcocks* who may become entitled to my Estate
 " shall, before he or either of them shall receive the Rents and
 " Profits thereof, take and use the Surname of *Treffry*, and, as soon
 " as it can legally be done, drop the Name of *Wilcocks*, and in com-
 " mon Speech and Writing use that of *Treffry* only, taking also, after
 " the same have been duly entered and recorded in the *Heralds*
 " *College*, and bearing the Arms of *Treffry*, which the said *Edward*
 " *James Wilcocks* is also to do should he be entitled to take the
 " Name, and should either Party, as he may otherwise become
 " entitled to the Rents and Profits of my Estate, refuse or neglect to
 " take and use as before stated the Surname of *Treffry* only, and
 " to take and use the Arms of *Treffry*, each and every Person so
 " neglecting or refusing shall forfeit and lose all Claim and Title
 " to the Property, and the Person next entitled who shall comply
 " with my Request shall take Precedence, and be entitled to have
 " and hold the same, and in default of such Issue of the said *Edward*
 " *James Wilcocks* and the Sons of his Body lawfully to be begotten,
 " upon trust to the said *John Lowe* and *John Wallis*, or their
 " Heirs, (after the Decease of the said *Edward James Wilcocks* and
 " those before named as the Person or Persons to take the Rents
 " and Issues of the Property,) to and for the Use and Behoof of the
 " next elder Brother of the said *Edward James Wilcocks*, the next
 " Brother in Succession to him and the next after him, (they being
 " all Sons of *Jane Treffry Dormer*, now *Jane Treffry Wilcocks*,) and
 " the Heirs Male of the respective Bodies of the Three Brothers of
 " the said *Edward James Wilcocks* lawfully to be begotten, every
 " Brother according to Priority of Birth taking Precedence of the
 " other or others, and the Sons of each Brother as they may respec-
 " tively become entitled under my Will to take Precedence according
 " to Priority of Birth respectively, and each and every One of them
 " who may so become entitled to comply with the same Conditions
 " as to taking the Name and Arms of *Treffry*, and using the same, as
 " before

Treffry's Estate Act, 1853.

“ before stated in every Particular, or otherwise to forfeit all Claim
 “ and Title to the Property, which is then to be held by the said
 “ *John Lowe* and *John Wallis*, and their Heirs, for the Use and
 “ Benefit of the Person next entitled under my Will, and should all
 “ the Parties above named die without Heir Male Issue them sur-
 “ viving, then upon trust to the said *John Lowe* and *John Wallis*,
 “ and their Heirs, for the eldest Daughter of the said *Edward James*
 “ *Wilcocks* lawfully to be begotten, and for the Heirs Male of her
 “ Body lawfully to be begotten, each taking Precedence according
 “ to Priority of Birth, and should the eldest Daughter die without
 “ Issue Male, then to the Second, Third, Fourth, and every other
 “ Daughter successively according to Priority of Birth, the eldest
 “ always taking Precedence, and to the Heirs Male of their Bodies
 “ respectively, as each may become entitled to the Rents and Issues
 “ of the Property, and in default of such Issue Male from any
 “ Daughter of the said *Edward James Wilcocks* lawfully to be
 “ begotten, then to the Heir Male according to Priority of Birth of
 “ the Daughter or Daughters of the next or other Brothers of the
 “ said *Edward James Wilcocks*, the eldest Daughter and her Male
 “ Heirs of the next Brother taking Precedence before the Second,
 “ Third, or other Daughters of the said next Brother of the said
 “ *Edward James Wilcocks*, and in default of such Issue then to the
 “ eldest Heir Male of the Daughter who may be the eldest of the
 “ next Brother and who has Issue Male, or if he has no Daughter
 “ who has Issue Male, then to the eldest or other Daughter of the
 “ Fourth Brother, the eldest always taking Precedence, and in case
 “ of no Issue Male of any Daughter of either of the Four Brothers,
 “ then in trust to the said *John Lowe* and *John Wallis*, and their Heirs,
 “ for the Use and Benefit of the eldest Son, or if he die without
 “ Issue, of the Second, Third, Fourth, or other Son of the only
 “ Sister of the said *Edward James Wilcocks* lawfully to be begotten,
 “ the elder taking Precedence of the younger, and to the Heirs Male
 “ of their Bodies lawfully to be begotten for ever, and in default of
 “ Heirs Male then to the Heir Male according to Priority of Birth
 “ of the eldest Daughter of the said Sister, or, should she have no
 “ Heir Male, to the eldest Heir Male of the Second, Third, or other
 “ Daughter lawfully to be begotten who may be Daughters of the
 “ said only Sister of the said *Edward James Wilcocks*, and in default
 “ of such Issue then in trust to the said *John Lowe* and *John Wallis*,
 “ and their Heirs, for the Use, as to the Rents and Profits, of the
 “ only Son of my Cousin who married *John Mills*, and the Heirs
 “ Male of the Body of such only Son of my Cousin lawfully to be
 “ begotten, the elder taking Precedence of the younger for ever, upon
 “ Condition that every one who may in Succession become entitled to
 “ the Rents and Profits of my Estate, the Person so entitled, whether
 “ Male or Female, shall in the same Way and Manner take and use,
 “ as

Treffry's Estate Act, 1853.

“ as I have before stated with regard to the said *Edward James*
 “ *Wilcocks*, the Surname only of *Treffry*, and duly bear and use the
 “ *Treffry* Arms; but before any One before named shall be entitled
 “ to any Rents, Profits, or other Emoluments from my Estates, my
 “ Will is, that out of such Rents and Profits all my Debts and all
 “ Incumbrances on the Estates shall by the said *John Lowe* and
 “ *John Wallis*, and their Heirs, be paid and discharged, as well as all
 “ my Contracts completed, and the Properties respectively paid for;
 “ and my Will further is, that should my Mother survive me, and
 “ the Moiety of the *Treffry* Property should not produce her a clear
 “ Income of £700 a Year, that then out of my Moiety of the Estate my
 “ said Trustees *John Lowe* and *John Wallis* shall make up such
 “ Income to her, and that should there be any Debt due on my Estate
 “ at the Time of my Death, that my Trustees, after applying the
 “ Rents and Profits for the Payment of the Interest on such Debt,
 “ shall be at liberty, should such Rents and Profits be insufficient to
 “ discharge the same, to do so from the Profits of my Mines or
 “ other Property, so that my Mother may during her Lifetime have
 “ the entire Occupation and Enjoyment of *Place*, with so much of the
 “ Ground near the House as she may require for the Keep of her
 “ Carriage, Horses, Servants, Horse, and Cows for a Dairy, for her
 “ own Use, as well as the Use of whatever Wine may be in the
 “ Cellars at *Place*, Furniture, Plate, and all other Things which may
 “ be there at the Time of my Death, for her Life, without Impeach-
 “ ment of Waste; and my Will further is, that the said *John Lowe*
 “ and the said *John Wallis*, and their Heirs, shall continue, during
 “ their good Behaviour, such Agents as may be employed by me at
 “ the Time of my Death at my Mines or other Works, and direct
 “ such Agents to proceed in the same Manner as they were proceed-
 “ ing under myself with the same, and after applying any of the
 “ Profits of the same as before stated, should they be required to
 “ apply the Remainder of the Profits and Dividends, Tolls, Dues,
 “ and other Income, towards the perfecting of the *Treffry* Viaduct,
 “ my Railway, Harbour, Canal, and *Par* Works, as well as the keeping
 “ on, so long as the Appearances of Success will justify, such Mines
 “ as I may be working at the Time of my Death, and, after the
 “ Completion of my said Works, my Will is, that the Profits of my
 “ Mines be applied by them to the Liquidation of any Debt, or the
 “ Completion of any Contract, should any at the Time that my said
 “ Works are completed remain undischarged or incompleated, and that
 “ after my Estate is free from Incumbrances, and my Works com-
 “ pleted, should my Mines remain productive, then for my Trustees
 “ before named to apply the Monies arising therefrom in the Purchase
 “ of Real Estates, to be added to and to descend in strict Settlement
 “ as Part and Parcel of the *Treffry* Property, my Will being (how-
 “ ever defective the wording of this my Will may be) that all my

[*Private.*]

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“ Estates

Treffry's Estate Act, 1853.

“ Estates may descend in strict Settlement for the Maintenance of
 “ the Respectability of the *Treffry* Family, and the upholding in a
 “ proper Way their ancient Mansion of *Place*; my Will further is, that
 “ as soon as convenient after my Death my said Trustees shall sell
 “ and dispose of such Things, being Chattels, including my Farm
 “ Stock, as they may think will benefit the Estate, should I leave no
 “ written Directions, particularizing what they shall sell, and that
 “ they shall, or their Heirs, receive, within Two Years after my Death,
 “ each £500 for their Trouble and Attention to such Trusts, it being
 “ with me a great Object that at the Time of my Death all my Works
 “ may be continued as before without Interruption, and I hope to
 “ leave behind me more ample Instructions how such Works are to
 “ be carried on; lastly, after the Death of my Mother, the Payment
 “ of all my Debts and Obligations, and the Fulfilment of all my
 “ Contracts, those now pending or which I may hereafter make, my
 “ Will is, that the said *John Lowe* and *John Wallis*, and their Heirs,
 “ shall, after duly proving my Will as Executors in Trust, which I
 “ hereby make and appoint them, pay over or yield up all the Rest
 “ and Residue of my Chattel Property, Money, and Effects unto
 “ such Person as then may be entitled under this my Will to the Use
 “ for the Time being and the Rents and Profits and Issues of my
 “ Estate, as herein-before limited and settled;—In writing this Will I
 “ have in Eight Places altogether interlined about Thirty-seven
 “ Words, each Interlineation being identified by my Initials on each
 “ Side, to prevent any Addition;—And further, my said Trustees are
 “ to retain and reimburse themselves for any Costs which they may
 “ reasonably expend in the Execution of their Trust, as well as their
 “ Heirs, which Trust my Will is to extend to the letting of Lands
 “ in such Way as I shall in Writing at a future Time direct;—On
 “ reading the above again, before the Execution thereof, I have made
 “ Six Interlineations, identified as before, containing about 16 more
 “ Words, and struck out Two or Three superfluous Words;” and the
 Will was duly executed and attested: And whereas the Testator on
 the Sixth Day of *April* One thousand eight hundred and forty-six
 made a Codicil to his Will, as follows; (to wit,) “ *Place, April 6th,*
 “ 1846,—My Mother having died since I made this Will, I now make
 “ and appoint as Residuary Legatee of all my Chattels, or such as
 “ may remain after my Trustees shall have paid all my Debts, the
 “ Person who may be first entitled to my Real Estates, but who is
 “ not to dispose of or sell my Mines or other Works, unless by the
 “ Consent of my Trustees, who are then to invest the Money in
 “ Real Estates, as provided for by this Will, of which this and what
 “ is on the other Side of this Date I make as a Codicil;—*Place,*
 “ *April 6th, 1846,*—The following Additions or Alterations or Codicil
 “ to my Will I make partly in consequence of the Death of One of
 “ my Trustees, and the ill Health of the other, and I hereby appoint
 “ in

Codicil,
 dated
 6th April
 1846.

Treffry's Estate Act, 1853.

“ in their Stead to be the Trustees of this my Will and Codicil
 “ *Thomas Cabbell* of the *Middle Temple* in the City of *London*,
 “ Esquire, and *James Henry Meredith* of *Stonehouse* in the County
 “ of *Devon*, Esquire, my Will being, that they shall on my Decease
 “ enter and take possession of my Property as Trustees for those
 “ who are ultimately to have it, and to them as such Trustees I give
 “ and devise all my Manors, Lands, Tenements, and other Here-
 “ ditaments, Mines and Minerals, and all other Property, for enabling
 “ them to carry out my Intentions, in the same Way as in this Will I
 “ appointed *John Lowe* Esquire and *John Wallis* Clerk to do; and
 “ my Will is, that *James Henry Meredith* shall be the acting Trustee,
 “ and that he will for Five Years superintend the winding up of my
 “ Affairs, and the Completion of all my Works now in progress, such
 “ Five Years to be dated from *Midsummer* next, and that he receive
 “ £500 a Year for his so acting; I wish also that my Friend *Thomas*
 “ *Cabbell* should be consulted by his Co-Trustee on all doubtful or
 “ difficult Matters, and I give and bequeath to the said *Thomas*
 “ *Cabbell* £500; and my Will further is, that my said last-named
 “ Trustees pay and discharge all my Debts and Incumbrances on my
 “ Property before those who are to have it by this my Will are put
 “ into possession of the Property, and that the Rents and Profits
 “ annually arising from the Property be applied for that Purpose;
 “ and my Will further is, that if the Parties who will be ultimately
 “ entitled to my Property can afford to live at *Place* from their own
 “ Resources before they receive any Benefit from this Will, my
 “ Trustees permit them so to do, and that they pay the Taxes and
 “ Rates on the House and Premises, and all needful and necessary
 “ Repairs, but by the Word Premises I only mean Gardens, Stables,
 “ Walks, and Pleasure Grounds; that if they cannot afford to live in
 “ the Mansion *Place* before they come into the Rents and Profits of
 “ my Estate, then my Will is, that a careful Woman be intrusted to
 “ live at *Place*, to air the House daily, and take care of the same,
 “ which my Trustees are to pay for, and to have the Gardens and
 “ Walks and Plantations attended to in the cheapest Way that they can
 “ be preserved; to my Friend the said *John Wallis* I give and bequeath
 “ £500, being the same Sum which he would have had if he had
 “ executed the Trusts of my Will; to my Cousin *Susanna Ann*
 “ *Treffry Mills* I give and bequeath an Annuity of £100 a Year out
 “ of my Estates, which is to be forfeited if transferred or encumbered,
 “ and which my Trustees are to pay to her half-yearly after the
 “ First Year; and my Will is, that her Husband is to have no Power
 “ or Control over the Money, and that after her Death my Trustees,
 “ or the Survivor of them, his Heirs and Assigns, do pay the same
 “ Annuity to the Children of the said *Susanna Ann Treffry Mills* in
 “ equal Shares during their natural Lives; to each of my Two
 “ Godsons, the Children of the late *George Lucy* Esquire and
 “ *Stanley*

Treffry's Estate Act, 1853.

“ *Stanley Lowe* Esquire, the Sum of £500 as soon as they each
 “ respectively attain the Age of 21 Years; to my Mother's Godson
 “ *James Austen Meredith*, and to her God-daughter, the Daughter of
 “ *Edward Lanyon* of *Camborne*, Surgeon, I likewise give and bequeath
 “ £200 to each of them on their becoming of Age; and to my
 “ Mining Agent, Captain *John Puckey* of *Saint Blazey* Parish, I
 “ give and bequeath £440, in lieu of what I intended to have given
 “ to him for his extra Work about my Smelting House at *Par*; to
 “ each of my Servants at *Place* I give and bequeath Three Years
 “ Wages, if at the Time of my Death they have been with me Four
 “ Years and upwards, if Two Years and upwards, then only One
 “ Year's extra Wages, besides what may be then due;” and the
 Codicil was duly executed and attested: And whereas the said
Thomas Cabbell died in the Testator's Lifetime: And whereas the
 Testator died on the Twenty-ninth Day of *January* One thousand
 eight hundred and fifty, and his Will and Codicil were proved on the
 Fifth Day of *April* One thousand eight hundred and fifty by the said
James Henry Meredith, as the Executor thereof, in the Prerogative
 Court of *Canterbury*: And whereas the Testator did not leave any
 written Direction particularizing which of his Chattels should be
 sold, or any Direction in Writing as to the letting of his Lands:
 And whereas the Person meant by the Expression “my Cousin
 “ *Edward James Wilcocks* of the Island of *Saint Mary, Scilly*,
 “ Clerk,” in the Will, was the Testator's Cousin, the Reverend
Edward John Wilcocks of the Island of *Saint Mary, Scilly*, Clerk:
 And whereas in the Month of *May* One thousand eight hundred and
 fifty the said *Edward John Wilcocks* obtained for himself and his
 Issue the Royal Licence to take, use, and bear, and he and his Issue
 accordingly thereupon took and have ever since used and borne, the
 Surname *Treffry* instead of the Surname *Wilcocks*, and the Arms of
Treffry: And whereas the said *Edward John Treffry* is entitled, sub-
 ject to the Provisions of the Will and Codicil, as Tenant for Life in
 possession to the devised Estates: And whereas the only Sons of the
 said *Edward John Treffry* living on the Day of the Date of the Will
 or born since are *Edward Treffry Wilcocks*, who died at the Age of
 Six Years, in the Testator's Lifetime, and *Charles Ebenezer Treffry*,
George Steel Treffry, *Reginald Heber Treffry*, *Harry Treffry*, and
Joseph Thomas Treffry, who are all living, and are respectively Infants
 of tender Years: And whereas the only Brothers of the said *Edward*
John Treffry, Sons of the said *Jane Treffry Wilcocks*, heretofore *Jane*
Treffry Dormer, living on the Day of the Date of the Will, or born
 since, are *Henry Dormer Wilcocks*, *Thomas Austin Treffry Wilcocks*,
 and *Charles Treffry Dormer Wilcocks*, and the said *Henry Dormer*
Wilcocks is the eldest of those Three Brothers, and is the next elder
 Brother of the said *Edward John Treffry*, and is entitled to a vested
 Estate in Tail Male in remainder under the Limitations of the Will:
 And

Treffry's Estate Act, 1853.

And whereas the said *Susanna Ann Treffry Mills* is a Widow, and hath Four Children, *videlicet, Austen Treffry Mills, Susan Mills, Elizabeth*, the Wife of *William Henry Balliston*, and *Eleanor Dormer Mills*, who are respectively still living: And whereas the Testator left large Estates in the County of *Cornwall*, comprising Harbours, Wharfs, a Canal, an incomplete Railway or Tramway, with Branches, Mines and Quarries, Shares and Interests in Mines and Quarries, Smelting Houses, and other Works, besides Messuages, Lands, Tenements, and Hereditaments of great Value: And whereas the Testator at the Time of his Death was engaged in working Mines and Quarries, and carried on the several Businesses of a Smelter of Lead Ores, a Candle Manufacturer, a Dealer in Timber, Coal, and Iron, a Limeburner, a Dealer in Clay, China, Stone, and Granite, a Wharfinger, a Carrier on his Canal, a general Farmer, a Shipowner, an Exporter and Importer of various Goods, Wares, and Merchandise, and other Businesses, and was possessed of, and employed in and about such Businesses, a large Amount of Plant, Machinery, Apparatus, Stock in Trade, Farming Stock, Ships, Vessels, and other Personalty: And whereas the Testator at the Time of his Death was bound by Contract to supply Granite for the Breakwater and other public Works at *Plymouth*, and was bound by other Contracts and Engagements entered into with respect to his Estates and Businesses, and was indebted to a large Amount on Mortgage and otherwise, and was subject to other Liabilities: And whereas the said *James Henry Meredith* undertook the Trusteeship of the Will and Codicil: And whereas after the Testator's Death Doubts arose as to the Construction and Effect of his Will and Codicil, and as to the Trusts and Powers thereof, and great Difficulties were experienced in the Execution of those Trusts and Powers: And whereas on the Twenty-third Day of *November* One thousand eight hundred and fifty the said *James Henry Meredith* filed his Bill of Complaint in the High Court of Chancery aforesaid against the said *Edward John Treffry, Charles Ebenezer Treffry, George Steel Treffry, Susanna Ann Treffry Mills*, and *Edward Wilcocks* and *Jane Treffry* his Wife, for the Purposes of having the Will and Codicil established, and the Trusts thereof executed, under the Direction of the Court, and the Testator's Real and Personal Estate ascertained and administered under the Decree of the Court, and of having all further or additional Powers not expressly given by the Will or Codicil, but which might be requisite for such Purposes, conferred on the Plaintiff, or on such other Persons as the Court should think proper, and if the Court should think proper, of Application being made to Parliament for such Powers as might be requisite for any of such Purposes, and which could not be conferred otherwise than by Act of Parliament, and for further Relief: And whereas the said *Edward John Treffry* appeared and put in his Answer to that Bill, and set forth in the Answer the Agreement of the

Bill of Complaint filed by J. H. Meredith, 23d Nov. 1850, and answered 24th Jan. 1852.

[Private.]

Treffry's Estate Act, 1853.

Bill filed by
Edward
John Treffry,
Dec. 1850,
and an-
swered.

Recital of
Agreement,
dated
24th Jan.
1852.

Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, herein-after recited : And whereas some Time in the Month of *December* One thousand eight hundred and fifty the said *Edward John Treffry* filed his Bill of Complaint in the High Court of Chancery against the said *James Henry Meredith, Edward Wilcocks* and *Jane Treffry* his Wife, *Susanna Ann Treffry Mills, Charles Ebenezer Treffry,* and *George Steel Treffry,* and *Susan Mills,* and *Henry Balliston* and *Elizabeth* his Wife, and the said *Austen Treffry Mills,* and *Eleanor Dormer Mills,* for the Purposes of having the Trusts of the Will and Codicil, so far as the same were valid, and not repugnant to the Estates and Interests thereby created, or any of them, declared and carried into execution, and of having proper Measures taken and Directions given for liquidating and providing for the Debts and Liabilities of the Testator, and for the Conduct and Management of his Estates, and for further Relief: And whereas the said *James Henry Meredith* appeared and put in his Answer to that Bill, and set forth in the Answer the Agreement of the Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, herein-after recited: And whereas the Agreement set forth in each of the Answers was as follows; (to wit,) “ An Agreement entered into this Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, between *James Henry Meredith* of *Fowey* in the County of *Cornwall,* Esquire, of the one Part, and the Reverend *Edward John Treffry* of *Place* in the County of *Cornwall,* Clerk, of the other Part; — It is agreed between the Parties hereto that the Suits of ‘ *Meredith versus Treffry* ’ and of ‘ *Treffry versus Meredith,* ’ relative to the Estate of the late *Joseph Thomas Treffry* Esquire, deceased, be in Part compromised in the Manner herein-after mentioned, and that in other respects the same be consolidated into One amicable Suit, and carried on for the Benefit of the Testator’s Estate; and it is agreed between the said Parties as follows :

- “ 1. That short Answers be put in in each Suit, and the Causes brought to a Hearing, and One Decree in both Causes for taking the usual Accounts be obtained as speedily as possible, and the said *James Henry Meredith* is to have the Conduct of the Cause :
- “ 2. That perfect Indemnity be sought for from the Court of Chancery, and obtained, so far as possible, to the said *James Henry Meredith,* for any and every Act, Commission, Omission, Neglect, or Default, if any, heretofore done, committed, or omitted by him with reference to the Testator’s Estate :
- “ 3. That the fullest and most ample Powers be sought for from the Court of Chancery, and, where necessary, from Parliament, and obtained, if possible, to enable the said *James Henry Meredith* and every future Trustee or Trustees of the Estate of the Testator to complete with all convenient Speed the Har-

“ bour

Treffry's Estate Act, 1853.

- “ bour of *Par*, to complete with all convenient Speed the Re-
 “ mainder of the Through Line of Railway from *Par* to *Newquay*,
 “ including the Branch to *Retire*, and to complete with all con-
 “ venient Speed the Sea Wall at *Towan Head* in the Parish of
 “ *Saint Columb Minor* in the County of *Cornwall*, and if it shall
 “ hereafter become expedient so to do, to complete the Re-
 “ mainder of the Harbour at *Towan Head* aforesaid, as autho-
 “ rized by Parliament, and to grant Farming and Building Leases,
 “ such Leases to be submitted for Approval to the Tenant for
 “ Life or the Person entitled to the Possession, and if not
 “ approved of within Fourteen Days to be submitted to and
 “ approved of by the Court of Chancery, and to open and work
 “ Mines and Quarries on the Testator's Estate, and to grant
 “ Setts of Mines and China Stone and Clay Pits, and renew or
 “ join and concur with others in renewing Setts of Mines in
 “ which the Testator was interested at his Decease, and to take
 “ or join with others in taking Setts of Mines convenient to be
 “ worked with Setts in which the Testator was interested at his
 “ Decease, and to build Farmhouses on the Lands of the
 “ Testator, and to improve the Testator's Farms and Lands, and
 “ to work the Granite Quarries of the Testator, and to enter
 “ into and make Contracts for the Sale of Granite raised there-
 “ from, and for the said *James Henry Meredith* as acting Trustee
 “ to carry on the Trades or Businesses of smelting Ores and
 “ making Candles, and the exporting of Copper Ore, and the
 “ importing of Coals and Culm, the Business of a China Clay
 “ and China Stone Merchant, the Business of a Carrier on the
 “ Testator's Railways and Canal, of a Shipowner and Shipper
 “ in the Testator's Ships, of a Limeburner in the Testator's
 “ Limekilns, and of all the necessary mercantile and commer-
 “ cial Operations connected with the supplying the Mines in
 “ which the Testator had an Interest with all mercantile Materials
 “ required for such Mines, and also with supplying other Mines
 “ convenient to the same or to the Harbours of *Par* or *Newquay*
 “ with such like Materials; and, if necessary, to authorize the
 “ vesting of the legal Estate in any Persons agreeing to become
 “ Mortgagees or to take Transfers of existing Mortgages or
 “ Charges, whether legal or equitable, on the Estate of the
 “ Testator, and to enable the several Matters aforesaid to be
 “ done at the Expense of the Testator's Estate :
- “ 4. That an Allowance of One thousand Pounds a Year out of
 “ the Testator's Estate, or so much thereof as possible, be obtained
 “ from the Court as from the Twenty-ninth Day of *September* last,
 “ to be made to the said *James Henry Meredith*, so long as he
 “ shall continue to act as Trustee of the said Testator's Estate,
 “ and in addition thereto a Commission of Two Pounds and Ten
 “ Shillings

Treffry's Estate Act, 1853.

- “ Shillings *per Centum* on the net Income of the Estate over
 “ and above Fifteen thousand Pounds a Year, such Allowance
 “ and Commission to be over and above his Costs, Charges, and
 “ Expenses properly incurred :
- “ 5. That an Allowance of Six hundred Pounds *per Annum* be
 “ obtained, or so much thereof as possible, from the Court of
 “ Chancery, to the said *Edward John Treffry*, as from the Twenty-
 “ ninth Day of *September* last, during his Life, unless the afore-
 “ said *Newquay* Railway be previously completed, and then the
 “ said Annuity to be increased to One thousand and fifty Pounds
 “ *per Annum*, or so much as possible within that Limit during
 “ the rest of his Life, or until he shall come into the Receipt of
 “ the Rents and Profits of the Testator's Estates, the said
 “ Annuities to be paid out of the Testator's Personal Estate,
 “ and that he the said *Edward John Treffry* do abandon all
 “ Claim to any and every other Part of the Personal Estate of
 “ the Testator, and that it, together with the Profits and Income
 “ thereof, be considered to be held upon Trusts corresponding
 “ with the Trusts declared of the Realty of the Testator :
- “ 6. That the Sanction of the Court be obtained, if possible, to the
 “ Occupation by the said *Edward John Treffry* of the Mansion
 “ and Gardens, Dairy, Stable, Coach-house, and Cowyard; and
 “ to his Occupation of Five Fields called *Place Tenement*, so soon
 “ as the Holding of the present Tenants of the same can be
 “ legally determined, on his paying a Rent for the said Five
 “ Fields as recently valued, or at a Valuation to be fixed by
 “ Arbitration of competent and indifferent Valuers, one named
 “ by the said *Edward John Treffry*, and another by the said
 “ *James Henry Meredith*, and if the Valuers disagree they to
 “ appoint an Umpire, and the said *James Henry Meredith* to
 “ allow the Workmen employed on the Repairs at *Fowey* to do
 “ Repairs at *Place House* at the Cost of the Estate :
- “ 7. That the Sanction of the Court of Chancery be obtained, if
 “ possible, to the Delivery unto and Retainer by the said *Edward*
 “ *John Treffry* of the Furniture, Trinkets, Medals, and other
 “ Moveables (except all Title Deeds and Muniments of Title or
 “ other Manuscripts or Papers) at *Place*, on his signing and
 “ delivering unto the said *James Henry Meredith* a Schedule
 “ thereof, and undertaking to deliver up the same, if called
 “ upon so to do pursuant to an Order of the Court of
 “ Chancery :
- “ 8. That if the Sanction of the Court of Chancery can be obtained
 “ for that Purpose, the Nomination to the Living of *Fowey* on
 “ the next Vacancy, if it occur in the Lifetime of the said *Edward*
 “ *John Treffry*, be given or allowed to the said *Edward John*
 “ *Treffry* :

“ 9. That

Treffry's Estate Act, 1853.

- “ 9. That all the aforesaid Arrangements and Applications be made
 “ at the Expense of the Testator's Estate, if the Court of Chancery
 “ shall approve thereof, and that the proper Costs, Charges,
 “ and Expenses of all Parties of the Suits already incurred, and
 “ of this Arrangement, and of the Proceedings for carrying the
 “ same into effect, be from Time to Time, as soon as conve-
 “ niently can be, provided for and paid out of the Estate :
- “ 10. That until the said *Edward John Treffry* get into possession,
 “ according to the Trusts of the Will, the House at *Place* be
 “ insured in Ten thousand Pounds, at the Costs of the Estate,
 “ the said *Edward John Treffry* to insure the Furniture and
 “ Moveables in the Sum of Seven hundred Pounds :
- “ 11. That the above Agreement is conditional on its being approved
 “ of by the Court of Chancery, and that it is to be carried into
 “ effect with such Modifications and Alterations as the said
 “ Court shall require :”

And whereas on the Twenty-eighth Day of *February* One thousand eight hundred and fifty-two an Order was made in the Cause of “ *Meredith versus Treffry*,” whereby it was ordered that it should be referred to the Master of the Court in Rotation to inquire and ascertain whether it would be for the Benefit of the Estate of *Joseph Thomas Treffry*, the Testator in the Pleadings of that Cause named, that the said *James Henry Meredith* should be empowered to open Mines and Quarries upon the said Estate of the said Testator, to search for Copper and other Ores, Granite, China Clay and Stone, and to work the same ; and whereby it was also ordered that the said Master should also inquire and ascertain whether it would be for the Benefit of the Estate of the said Testator that the said *James Henry Meredith* should be empowered to enter into and make Contracts for the Sale of Granite to be raised from the Quarries already opened, and to be opened under the Sanction and Order of the Court, and also to grant Setts or Leases of the Mines, and China Stone and Clay Pits already opened, and to be opened under the Sanction and Order of the Court, on the Estate of the said Testator, and to renew or to join and concur with others in renewing Setts or Leases of Mines, and China Stone and Clay Pits, in which the said Testator was interested at the Time of his Decease, and to take or join with others in taking Setts or Leases of Mines, and China Stone and Clay Pits, convenient to be worked with Setts or Leases in which the said Testator was interested at the Time of his Decease : And whereas on the Twenty-

Order in
 First Cause,
 dated
 28th Feb.
 1852.

Decree in
 both Causes,
 dated
 28th July
 1852.

Treffry's Estate Act, 1853.

Agreement of the Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, mentioned in each of the Answers, and hereinbefore recited, was an Agreement proper to be carried into execution, and whether with any, and, if any, what Modifications or Variations; and it was referred to the Master to settle and approve a proper Bill or Bills for an Act or Acts of Parliament for any Purposes connected with or relating to the Testator's Estate which the Master might consider beneficial or proper; and the Master was directed to report thereon, with Liberty to state special Circumstances: And whereas, in pursuance of that Decree and the before-mentioned Order of the Twenty-eighth Day of *February* One thousand eight hundred and fifty-two, Sir *George Rose*, the Master to whom the Reference was made, by his Report, made on the Ninth Day of *May* One thousand eight hundred and fifty-three, in the Two Causes, certified as follows; to wit, that for the Purpose of developing to its fullest Extent the Traffic upon the said Testator's Railway and Canal, of increasing the Wharfage Dues arising out of the said Testator's Harbours at *Par* and *Newquay*, and of further developing the Resources generally and increasing the Income of the said Testator's Estate, and thus enabling the said *James Henry Meredith* to pay off and discharge the said Testator's Debts and Incumbrances, and complete the heavy and important Works in which the said Testator was engaged at the Time of his Decease, it would be for the Benefit of the said Testator's Estate that the said *James Henry Meredith* should be empowered, first, to grant Setts or Leases of Portions of the said Testator's Estate, and particularly of such Portions thereof as were comprised in the therein-stated Indenture of the Eighteenth Day of *June* One thousand eight hundred and forty-four, with Power to the intended Lessees to open Mines thereon for the Purpose of searching for Copper and other Ores, Granite, China Clay and China Stone, and to work the same, such Setts or Leases to contain all usual and proper Covenants, and in all Cases to be first submitted to and to be approved of by the said Master; secondly, to open fresh Quarries, if necessary, upon the said *Colcurrow* and *Grediow* Moors, and to enter into and make Contracts for the Sale of Granite to be raised from the Quarries already opened and to be opened under the Order of the Court; and, thirdly, to work the China Stone and China Clay Pits already opened, or to grant Setts or Leases thereof, and also to work or grant Setts or Leases of such other China Stone and China Clay Pits as may be opened under the Order of the Court on the Estate of the said Testator, and to renew or to join and concur with others in renewing Setts or Leases of the said Mines and China Stone and China Clay Pits in which the said Testator was interested at the Time of his Decease, and to take or join with others in taking Setts or Leases of Mines and China Stone and Clay Pits convenient to be worked with Setts or Leases in which the said Testator was interested at the Time of his Decease,

all

Master's
Report,
dated
9th May
1853.

Treffry's Estate Act, 1853.

all such Workings, Setts, or Leases to be in like Manner approved of by the said Master; that many Parts of the said Testator's Estate could be let to advantage on Farming Leases, instead of for short Terms; that many Parts of the said Testator's Estate were farmed and cultivated by the said Testator, and that the same might with great Advantage be divided and let in separate and distinct Farms, if there were proper Farmhouses erected thereon, and that many Parts of the said Estate in the Town of *Fowey* and elsewhere in the County of *Cornwall* could with great Advantage to the said Testator's Estate be let to Tenants on Building Leases; that unless the Income of the said Testator's Estate should be applied in keeping up and completing the Mines, Quarries, Railways, and other Works of the said Testator, and in working the said Mines and carrying on the said Businesses of the said Testator, the same could not effectually be kept up or completed, worked, or carried on, and the Covenants contained in the Setts or Leases of the said several Mines could not be effectually performed, and the several Works in which the said Testator was engaged at the Time of his Death could not be completed, and the several Contracts entered into by him could not be performed; that the said Testator was at the Time of his Death indebted to several Persons in considerable Sums of Money, and amongst such Debts the said Testator was indebted to the Right Honourable Lord *Willoughby de Broke*, then lately deceased, on a Mortgage for the Sum of Fifty thousand Pounds, bearing Interest at the Rate of Three Pounds Ten Shillings *per Centum per Annum*; that the Amount due upon the said Mortgage had been called in, but that the Personal Estate of the said Testator (irrespective of his Interest in such Mines as aforesaid, and also irrespective of his Vessels, Railways, Carriages, and Plant, which it was desirable should not be sold,) was wholly inadequate for the Payment of such Mortgage Money; that an Offer had been made for the Loan of a sufficient Sum for the Payment of the Amount due on such Mortgage, on the Security of a Transfer of such Mortgage, if the Interest thereby payable were raised from Three Pounds Ten Shillings to Four Pounds *per Centum per Annum*, subject to the Title being approved; that it would be of great Advantage to the said Testator's Estate if such Offer were accepted; that it would be for the Benefit of the said Testator's Estate to complete with all convenient Speed the Harbour of *Par*, and the Remainder of the Through Line of Rail or Tram Way from *Par* to *Newquay*, including a Branch to a Place called *Retire*, and also to complete the Sea Wall at *Towan Head* in the Parish of *Saint Columb Minor* in the said County of *Cornwall*, mentioned in the said Agreement; that the said *James Henry Meredith* should be empowered, if it should thereafter become expedient and for the Benefit of the said Testator's Estate so to do, to complete the Remainder of the Harbour of Refuge at *Towan Head*

as

*Treffry's Estate Act, 1853.*7 & 8 Vict.
c. xxiii.

as aforesaid, as authorized by the Act of Parliament passed in the Seventh Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act to amend an Act for maintaining the Pier and Harbour of Newquay in the County of Cornwall, and to make certain Tramroads in connexion therewith*; that it would be greatly for the Benefit of the said Testator's Estate if the said *James Henry Meredith* were empowered to divide the said Farms of the said Testator, and to grant Farming and Building Leases of the said Farms and Building Ground of the said Testator, such Leases in all Cases to be submitted for Approval to the Tenant for Life or the Person entitled for the Time being to the Possession of the said Testator's Estates, and that if such Leases should not be approved of within Fourteen Days, they should then be submitted to and approved of by the Master to whom those Causes stood referred; that until all the Contracts of the said Testator, and all the Works commenced by him, should be fully completed, and his Intentions carried into effect, it would be necessary and advisable that the said *James Henry Meredith* should continue to carry on the several Trades or Businesses of smelting Ores and making Candles, of the exporting of Copper Ore, and of the Importation of Coals and Culm, also the Trade or Business of a China Clay and China Stone Merchant, the Trade or Business also of a Carrier on the said Testator's Rail or Tram Way and Canal, of a Shipowner and Shipper in the said Testator's Ships, of a Limeburner in the said Testator's Limekilns, and of all the necessary mercantile and commercial Operations connected with the supplying, not only the said Mines in which the said Testator had an Interest, but all other Mines situate in the said County and near the said Harbours of *Par* and *Newquay*, with all mercantile Materials required for such Mines; that it would be greatly to the Advantage of the said Testator's Estate if Power were obtained (if such Power were not already vested in the said *James Henry Meredith*) to authorize the vesting of the legal Estate in any Persons agreeing to become Mortgagees, or to transfer existing Mortgages or Charges, whether legal or equitable, in the Estate of the said Testator, and to enable the several Matters aforesaid to be done at the Expense of the Estate of the said Testator; that the whole Time and Energies of the said *James Henry Meredith* were devoted to the Performance of the several onerous Duties imposed upon him by the said Testator's Will, and that the said *James Henry Meredith* had the exclusive Management, Control, and Superintendence of all the said Testator's Affairs, and the carrying on of the several Trades or Businesses above enumerated; that the important Works, Contracts, and Operations so managed and carried on by the said *James Henry Meredith* required the most vigilant Care and Superintendence, and that that Care and Superintendence were taxed to the utmost Degree, inasmuch as not the most trivial Work or Matter connected with the said Testator's Estate and

his

Treffry's Estate Act, 1853.

his said Trades or Businesses escaped the said *James Henry Meredith's* Supervision; that owing to his Care, Labour, and constant Attendance at the said Testator's Works, and Attention to the several Matters connected therewith, the said *James Henry Meredith* had been enabled to raise the said Testator's Estate to a greater Degree of Prosperity than the said Testator himself was ever enabled to do, and that at that present Time all his Works were being carried on at a great Profit, the Income derived from every Source realizing annually Nineteen thousand Pounds or thereabouts; that the said *James Henry Meredith* was therefore fairly entitled to One thousand Pounds a Year out of the said Testator's Estate, to commence from the Twenty-ninth Day of *September* One thousand eight hundred and fifty-one, as mentioned in the said Agreement, so long as the said *James Henry Meredith* should continue to act as Trustee of the said Testator's Estate, and that the said *James Henry Meredith* was fairly entitled, in addition thereto, to a Commission of Two Pounds Ten Shillings *per Centum* on the Income of the said Testator's Estate, over and above Fifteen thousand Pounds *per Annum*, such Allowance and Commission to be over and above any Costs, Charges, and Expenses properly incurred; that, taking into consideration the Magnitude and Importance of the several Works that had devolved upon the said *James Henry Meredith*, and the healthy State into which he had brought the said Testator's Affairs, he was fairly entitled to the fullest Indemnity for any and every Commission, Omission, Neglect, or Default (if any) he might have heretofore done, committed, or omitted with reference to the said Testator's Estate; that, considering that the said *Edward John Treffry's* Enjoyment as Tenant for Life of the Rents and Profits of the said Testator's Estate would be postponed until the Completion of the said Testator's Works and Contracts, and that it might be reasonably considered that he was sacrificing the present or early Enjoyment of the said Rents and Profits for the Benefit of the Person who would be entitled to the Reversion of the said Testator's Estate, the said *Edward John Treffry* was justly entitled to an Allowance of Six hundred Pounds *per Annum*, to commence from the said Twenty-ninth Day of *September* One thousand eight hundred and fifty-one, during his Life, unless the aforesaid *Newquay* Railway should be previously completed, and that then the said Annuity should be increased to One thousand and fifty Pounds, during his Life, or until he should come into the Receipt of the Rents and Profits of the said Testator's Estate, and that the said yearly Allowance and Annuities should be paid out of the said Testator's Personal Estate, upon Condition, however, that the said *Edward John Treffry* should abandon all Claim to any and every other Part of the said Testator's Personal Estate, and that it, together with the Profits and Income thereof, should be considered to be held upon Trusts corresponding

[*Private.*]

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with

Treffry's Estate Act, 1853.

with the Trusts declared of the Realty of the said Testator in and by the said Will; that, under the Circumstances aforesaid, and in consequence of the said *Edward John Treffry* having stated that he was able, as stipulated by the said Testator's Will, to live at the said Mansion of *Place* from his own Resources, the said *Edward John Treffry* should be allowed to occupy the same, together with the Garden, Dairy, Stable, Coach-house, and Cowyard, and also the Five Fields called *Place Tenement*, as soon as the Holding of the then present Tenant could be legally determined, on the said *Edward John Treffry* paying a Rent for those Five Fields as then recently valued, or at a Valuation to be fixed by Arbitration or competent and indifferent Valuers, one to be named by the said *James Henry Meredith*, and another by the said *Edward John Treffry*, and that, if the Valuers should disagree, they should appoint an Umpire; that, under the Circumstances above mentioned, it would be reasonable that the Workmen employed on the Repairs at *Fowey* should also do the necessary Repairs at the said Mansion of *Place* at the Cost of the said Testator's Estate; that the said *Edward John Treffry* was also fairly entitled to the Use and Enjoyment of the Furniture, Trinkets, and Medals (except all Title Deeds and Instruments of Title or other Instruments or Papers) at the Mansion of *Place*, on his signing and delivering unto the said *James Henry Meredith* a Schedule thereof, and undertaking to deliver up the same, if called upon so to do, pursuant to any Order of the Court; that the Nomination of the Living at *Fowey*, mentioned in the Agreement, on the next Vacancy, if it should occur in the Lifetime of the said *Edward John Treffry*, might under the Circumstances aforesaid be properly allowed or given to him; that, until the said *Edward John Treffry* should get into possession of the said Testator's Estate, according to the Trusts of his said Will, the said Mansion House at *Place* should be insured in Ten thousand Pounds, at the Cost of the said Testator's Estate, and that the said *Edward John Treffry* should insure the said Furniture and Moveables at Seven hundred Pounds; that all the aforesaid Arrangements and Applications should be made at the Expense of the said Testator's Estate, and that the proper Costs, Charges, and Expenses of all Parties of the Two Suits already incurred, and of the said Arrangement, and of the Proceedings for carrying the same into effect, should be from Time to Time, as soon as conveniently could be, provided for and paid out of the said Testator's Estate; that, under the Circumstances, the Agreement of the Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, mentioned in the Answer of the said *Edward John Treffry* in the Suit of "*Meredith versus Treffry*," and in the Answer of the said *James Henry Meredith* in the Suit of "*Treffry versus Meredith*," and herein-before recited, was a proper Agreement to be carried into execution without any Modification or Variation; that it would be
beneficial

Treffry's Estate Act, 1853.

beneficial and proper that Powers should be obtained from Parliament for enabling all such Arrangements respecting and Dealings with the said Testator's Estate, and the Income and Proceeds thereof, as the Court might from Time to Time approve to be made and carried into effect; that the said Master had settled and approved this Bill as a proper Bill for an Act of Parliament for such Purposes, connected with or relating to the said Testator's Estate, as the Master considered beneficial and proper: And whereas by an Order made in those Two Causes on the Thirty-first Day of *May* One thousand eight hundred and fifty-three that Report was absolutely confirmed: And whereas it would be advantageous to the said *Edward John Treffry* and other the Persons interested and to become interested under and subject to the Limitations and Trusts of the Will and Codicil in the Real Estates of the Testator thereby devised (and which Estates are specified in the Schedule to this Act annexed) if such Provisions respecting the Testator's Estates as by this Act made were made; but the Aid of Parliament is requisite: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Edward John Treffry* (on behalf of himself and his infant Sons the said *Charles Ebenezer Treffry, George Steel Treffry, Reginald Heber Treffry, Harry Treffry, and Joseph Thomas Treffry*), and the said *Henry Dormer Wilcocks*, and the said *James Henry Meredith*, 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; (to wit,)

Order confirming Report, dated 31st May 1853.

I. That this Act may be cited for any Purpose as "*Treffry's* Short Title. Estate Act, 1853."

II. That from and after the passing of this Act the devised Estates specified in the Schedule are by this Act vested in the said *James Henry Meredith*, his Heirs, Executors, Administrators, and Assigns, according to the Tenure, Nature, and Quality of the same respectively, freed and for ever discharged from all the legal Uses, legal Limitations, and legal Provisions of the Will and Codicil respectively, but upon trust for the several Purposes of this Act, and, except as by this Act otherwise provided, subject to the Trusts, Powers, and Provisions of the Will and Codicil, and subject also to Trusts corresponding with those legal Uses, legal Limitations, and legal Provisions respectively.

Devised Estates vested at Law in Mr. Meredith.

III. That from and after the passing of this Act the Trusts and Powers of the Will and Codicil and this Act respectively may from Time to Time be executed and performed by the said *James Henry Meredith*, his Heirs, Executors, and Administrators, alone, or together

Trusts of Will and Act to be executed under Direction of Court of Chancery.

Treffry's Estate Act, 1853.

together with any other Person or Persons from Time to Time appointed by the High Court of Chancery to be a Trustee or Trustees of the Will and Codicil, or by such Person or Persons (and who respectively are and is in this Act called "the Trustees"), and, except only as by this Act otherwise provided, shall be so executed and performed only under the Decree, Order, or Direction of the Court.

Powers
which Trustees may
exercise,
under the
Direction of
Court of
Chancery.

IV. That the Trustees may from Time to Time, under the Decree, Order, or Direction of the Court, exercise the following Powers, or any of them, and do all such Things as are from Time to Time requisite for giving full Effect to the Exercise thereof respectively; that is to say,

First, the Trustees may complete all or any Part of the Testator's Railways, Tramroads, Branch Railways, Branch Tramroads, Roads, Harbours, Piers, Docks, Jetties, Sea Walls, Mining Works and Quarrying Works, and other Works whatsoever, whether of the like or any other Kind:

Secondly, the Trustees may construct and provide on or in connexion with the Testator's Estates any Works and Conveniences whatsoever for any of the Purposes of the Will and Codicil and this Act respectively:

Thirdly, the Trustees may work and use such Works and Conveniences respectively, and may regulate and manage the same and the User thereof:

Fourthly, the Trustees may work and may open and work any present and future Mines, Quarries, and Pits in the Testator's Estates:

Fifthly, the Trustees may work any Leases or Setts to or in which the Testator at the Time of his Decease was entitled or interested of any Mines, Quarries, and Pits:

Sixthly, the Trustees may take any Leases or Setts of any Mines, Quarries, or Pits convenient to be worked with any such Mines, Quarries, and Pits respectively, and with any Mines, Quarries, and Pits whereof any Leases or Setts, or Renewals thereof respectively, are taken under this Act, and may work the same respectively:

Seventhly, the Trustees may obtain Renewals of any such present or future Leases and Setts respectively, and may work the same respectively:

Eighthly, the Trustees may grant any Leases or Setts of any present and future Mines, Quarries, and Pits in the Testator's Estates, and Renewals thereof respectively:

Ninthly, the Trustees may, by draining, levelling, embanking, fencing, warping, irrigating, planting, erecting Farm and other Buildings, repairing, altering, removing, and renewing Buildings,
and

Treffry's Estate Act, 1853.

and other Means whatsoever, whether of the like or any other Kind, improve the Testator's Estates :

Tenthly, the Trustees may grant Farming, Building, and other Leases of the Testator's Estates, but, as regards such Building or other Leases respectively, for not exceeding Ninety-nine Years, determinable on not exceeding Three Lives, and only of the Lands specified in that Behalf in the Schedule :

Eleventhly, the Trustees may make Sales and Exchanges of such Parts of the Testator's Estates as it may from Time to Time be found advantageous so to dispose of, and may give or take any Money for Owelty of Exchange, but Sales or Exchanges shall not be made of any of the Hereditaments which are specified in the Schedule as not to be sold or exchanged :

Twelfthly, the Trustees may make Partitions of any Hereditaments whereof any undivided Shares from Time to Time form Part of the Testator's Estates, and may give or take any Money for Owelty of Partition :

Thirteenthly, the Trustees may purchase and otherwise acquire all such Hereditaments, Easements, Rights, and Privileges whatsoever, and for such Estates, Terms, and Interests, and of such Tenures, as it may from Time to Time be found advantageous to the Testator's Estates so to purchase or otherwise acquire :

Fourteenthly, the Trustees may carry on, for the Purposes of the Will and Codicil and this Act respectively, the Businesses of a Smelter of Ores, a Candle Manufacturer, an Exporter of Copper Ore, an Importer of Coals and Culm, a Dealer in China Clay and China Stone, a Carrier on the Testator's Railways, Tramroads, and Canals, a Shipowner and Shipper, and a Limeburner, and all mercantile and commercial Operations for and connected with the supplying of Goods, Wares, and Merchandise for Mines, Quarries, and Pits, and whether such Mines, Quarries, and Pits be in the Testator's Estates or in the Neighbourhood thereof :

Fifteenthly, the Trustees may, for any of the Purposes of the Will and Codicil and this Act respectively, borrow Money at Interest on Mortgage, with or without Power of Sale or other Security, of or affecting the Testator's Estates or any Part thereof, or any Estate or Interest therein, or on Bond, Covenant, Promissory Note, Bill of Exchange, or otherwise howsoever :

Sixteenthly, the Trustees may procure and accept Surrenders of present and future Leases or Setts of Mines, Quarries, and Pits in the Testator's Estates, and Transfers, Reconveyances, and Releases of present and future Mortgages and other Securities, Debts, Liabilities, and Engagements of or affecting the Testator's Estates, and in the Case of Transfers of Mortgages at the existing Rates of Interest on such Mortgages respectively, or at

[*Private.*]

Treffry's Estate Act, 1853.

such other Rates of Interest, not exceeding Five Pounds *per Centum per Annum*, as the Trustees think fit:

Seventeenthly, the Trustees may, for any of the Purposes of the Will and Codicil and this Act respectively, enter into any Contracts and Arrangements and incur any Liabilities whatsoever:

Eighteenthly, the Trustees may apply for any of the Purposes of the Will and Codicil and this Act respectively any Monies from Time to Time forming Part of the Testator's Estates:

Nineteenthly, the Trustees may exercise the preceding Powers respectively, either alone or in concurrence with any other Parties:

Twentiethly, the Trustees may do and concur in doing all such other Things whatsoever, and whether of the like or any other Kind, which may appear to the Trustees expedient for any of the Purposes of the Will and Codicil and this Act respectively.

Consent of
Tenant in
Tail in pos-
session to
Execution
of Act.

V. Provided always, That when a Person is entitled under the Limitations of the Will as actual Tenant in Tail in possession, and is of full Age, and not under any legal Disability, or otherwise incompetent to consent, his Consent shall be requisite to the Execution of the Powers or Directions of the Will and Codicil and this Act respectively.

Authority of
Court for
Execution
of Act.

VI. That the Court may from Time to Time make and give all such Decrees, Orders, and Directions whatsoever for and with respect to the Execution of the several Trusts, Powers, and Provisions of the Will and Codicil and this Act respectively, and with respect to Costs, and the Taxation, Allowance, and Payment of Costs, as the Court think fit, and shall have full Jurisdiction and Authority to give Effect to those Trusts, Powers, and Provisions respectively, and all Things from Time to Time done in and about the Execution thereof, and with respect to Costs.

Court may
make Orders,
&c. in the
Causes or
on Petition.

VII. That the Court may from Time to Time make such Decrees, Orders, and Directions for the Purposes of the Will and Codicil and this Act respectively as the Court think fit, either in the Two Causes of "*Meredith versus Treffry*" and "*Treffry versus Meredith*," or either of them, or upon Petition presented in a summary Way by the Trustees, or by any Person of full Age interested under the Will and Codicil and this Act or any of them, or by the Guardian of any Infant so interested.

Orders of
Court, &c.
to be bind-
ing.

VIII. That every Decree, Order, and Direction of the Court made for any of the Purposes of the Will and Codicil and this Act respectively, and notwithstanding its being such as if this Act were not
passed

Treffry's Estate Act, 1853.

passed would be altogether or in part beyond or in excess of the ordinary Jurisdiction or Authority of the Court, and everything whatsoever done in pursuance of or in conformity with any such Decree, Order, or Direction, and every Lease, Sett, Sale, Exchange, Partition, Purchase, Conveyance, Assurance, Mortgage, Security, Surrender, Renewal, Transfer, Reconveyance, Release, Contract, Arrangement, Liability, Payment, Act, Deed, and Thing whatsoever, granted, taken, made, executed, accepted, procured, entered into, incurred, and done respectively by the Trustees in pursuance of this Act, shall be absolutely valid, and shall accordingly at Law and in Equity bind all Persons claiming and to claim under the Will and Codicil respectively.

IX. That the Court may from Time to Time by any such Order approve a Scheme for the Execution by the Trustees of any of the Trusts and Powers of the Will and Codicil and this Act respectively, and any such Scheme may provide, either in such general Terms or in such Detail as the Court think fit, for such Execution, and may give or leave to or impose on the Trustees such Latitude of Discretion or such Restraints with respect to such Execution as the Court think fit.

Court may approve Scheme for Execution of Act.

X. That, subject to the Provisions of this Act, the recited Agreement of the Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, and the several Provisions thereof, with such Modifications (if any) thereof as the Court think fit, may and shall, so far as the Court think fit, be specifically performed under the Decree, Order, or Direction of the Court.

Agreement of 24th Jan. 1852 to be performed under Direction of Court.

XI. That the Court may from Time to Time order that the said *James Henry Meredith* shall be free, or, at the Expense of the Testator's Estate, indemnified from and against all Costs, Losses, Damages, Expenses, Claims, and Demands for or on account of all, or such as the Court think fit, of the Acts and Commissions, and the Omissions, Neglects, and Defaults, if any, respectively made and done by him before the passing of this Act, with reference to the Testator's Estate.

Court may indemnify Mr. Meredith with respect to his past Acts.

XII. That the Court may from Time to Time order the Payment out of the Testator's Estate to the said *James Henry Meredith* of the full Allowance and Commission, and to the said *Edward John Treffry* of the full Allowances or Annuities, respectively provided for by the recited Agreement of the Twenty-fourth Day of *January* One thousand eight hundred and fifty-two, and may from Time to Time, if and when the Court think fit, increase, either temporarily or permanently, and either absolutely or conditionally, the Amount of such Allowance and

Court may order Allowances for Mr. Meredith and Mr. Treffry.

Treffry's Estate Act, 1853.

and Commission, and Allowances or Annuities respectively, and such Allowance and Commission, and Allowances and Annuities respectively, shall, whatever their respective Amount, be paid by the Trustees to the said *James Henry Meredith* and the said *Edward John Treffry* respectively in rateable Proportions, and as Part of the Costs and Expenses of executing this Act.

Court may order Maintenance for Infant after Mr. Treffry's Death.

XIII. That after the Death of the said *Edward John Treffry*, if and when the Person for the Time being entitled in possession under the Limitations of the Will is an Infant, the Court may from Time to Time order the Payment and Application out of the Testator's Estate, for the Maintenance, Education, and Advancement or other Benefit of such Infant, of such yearly or other Sums as the Court think fit, and may order the same to be paid to the Guardian of such Infant, or otherwise, as the Court think fit.

Court may order Leases, &c. to be granted, with the Consent of the Tenant for Life, &c.

XIV. That the Court may from Time to Time order, on such Terms and Conditions and with such Directions as the Court think fit, that any Leases or Setts of the Testator's Estates may be granted by the Trustees, with the Consent in Writing of the said *Edward John Treffry* during his Life, or after his Decease of any Person from Time to Time entitled, under the Limitations and subject to the Trusts and Provisions of the Will and Codicil, in possession, if of full Age, or the Guardian of such Person if an Infant, without any further or other Decree, Order, or Direction of the Court; provided that if the said *Edward John Treffry*, or after his Decease any Person from Time to Time so entitled in possession as last aforesaid, if of full Age, or the Guardian of such Person if an Infant, shall not consent to any such Leases within Fourteen Days after the same shall be submitted to the said *Edward John Treffry*, or to such Person so entitled, or to such Guardian as aforesaid, then the Court may order such Leases to be granted by the Trustees alone.

Power to lease for 21 Years at best Rent, without Fine.

XV. Provided always, That the Trustees, with the Consent in Writing of the said *Edward John Treffry* during his Life, and after his Death of the Person from Time to Time entitled, under the Limitations and subject to the Provisions of the Will and Codicil, as Tenant for Life in possession, if of full Age, or of the Guardian of such Person if an Infant, may, without any Decree, Order, or Direction of the Court, make Leases and Setts in possession for not exceeding Twenty-one Years, on such Terms and Conditions as the Trustees think fit, of any Parts of the Testator's Estates, at the best yearly Rents, reserved half-yearly or oftener, without Fine, so as the Lessees be not made dispunishable for Waste, and execute Counterparts of their Leases and Setts, and so as the Leases and Setts contain sufficient Provisions for securing the Payment of the Rents reserved.

XVI. That

Treffry's Estate Act, 1853.

XVI. That all such Leases or Setts of Mines, Quarries, and Pits as are from Time to Time taken under this Act by the Trustees, and whether originally or by way of Renewal, and all such Hereditaments as are from Time to Time taken under this Act by the Trustees by way of Exchange or Partition, and all such Hereditaments, Easements, Rights, and Privileges as are from Time to Time purchased or otherwise acquired under this Act by the Trustees, and all such Monies as are from Time to Time received under this Act by the Trustees on account of the Testator's Estate, shall respectively form Part of the Testator's Estates, and the Trustees shall make such Settlements and Declarations of Trust thereof respectively as the Court think fit.

Hereditaments, &c. acquired by Trustees to form Part of Testator's Estates.

XVII. Provided always, That every Sale, Exchange, and Partition made under this Act shall be subject and without Prejudice to any Mortgage or other Security, whether legal or equitable, or by way of Deposit of Title Deeds, and any Lease or Sett or Contract for a Lease or Sett of or affecting the Hereditaments sold, exchanged, or partitioned, and at the Time of the Sale, Exchange, or Partition subsisting.

Sales, &c. to be subject to Mortgages, Leases, &c.

XVIII. That the Trustees shall out of the Testator's Estate punctually pay the Annuity of One hundred Pounds given to the said *Susanna Ann Treffry Mills* during her Life, and to her Children after her Decease, by half-yearly Payments on the Twenty-ninth Day of *January* and the Twenty-ninth Day of *July* in every Year, and all Arrears thereof, and shall pay such Arrears within Three Months after the passing of this Act: Provided always, that any such Payment by the Trustees shall not be any Evidence of an Admission of Assets for Payment of any of the Debts of the Testator, or of any other of his Legacies, so as to render the Trustees or any of them personally liable in respect thereof: Provided also, that nothing in this Act contained shall deprive the said *Susanna Ann Treffry Mills* or any of her Children of the said Annuity, or prejudice any of their Rights relating thereto.

As to Payment of Annuity to Mrs. Mills.

XIX. That every Receipt from Time to Time given by the Trustees for any Money received by the Trustees under this Act shall be a legal and conclusive Discharge for the same, and from all Liability, Claims, and Demands in respect thereof.

Trustees Receipts to discharge.

XX. That the Presentation to the Vicarage of *Fowey* in the County of *Cornwall*, the Advowson of which is Part of the Testator's Estate, on the Vacancy happening next after the passing of this Act, and during the Life of the said *Edward John Treffry*, is by this Act vested in him absolutely.

Next Presentation to Vicarage of Fowey vested in Mr. Treffry.

[*Private.*]

*Treffry's Estate Act, 1853.*General
Saving.

XXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (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, or out of the Testator's Estates or any Part thereof, as they 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.

Exception
from general
Saving.

XXII. Provided always, That the following Persons are expressly excepted out of the general Saving in this Act contained; (to wit,) the said *Edward John Treffry* and his Assigns, and the eldest Son of the said *Edward John Treffry*, and the eldest Son of the eldest Son of the said *Edward John Treffry*, and his Heirs, and the said *Charles Ebenezer Treffry* and the Heirs Male of his Body, and the said *George Steel Treffry* and the Heirs Male of his Body, and the said *Reginald Heber Treffry* and the Heirs Male of his Body, and the said *Harry Treffry* and the Heirs Male of his Body, and the said *Joseph Thomas Treffry* and the Heirs Male of his Body, and every hereafter-born Son of the said *Edward John Treffry*, and the respective Heirs Male of every such Son, and the said *Henry Dormer Wilcocks* and the Heirs Male of his Body, and all and every Persons and Person entitled under the Limitations of the Will in remainder after the said *Henry Dormer Wilcocks*, and the Heirs Male of his Body, and the right Heirs of the Testator, and the said *James Henry Meredith* in his Capacity of Executor and Trustee only, his Heirs, Executors, and Administrators, and the several other Trustees and the Executors of the recited Will in their respective Capacity of Trustees and Executors only, and their respective Heirs, Executors, and Administrators, and all and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, or out of the Testator's Estates or any Part thereof, hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue of the recited Will and Codicil of *Joseph Thomas Treffry* the Testator, or either of them, their Heirs, Executors, and Administrators.

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

XXIII. 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.

Treffry's Estate Act, 1853.

The SCHEDULE to which the foregoing Act refers.

FOWEY PROPERTY.

The following Property, situate within the Borough and Parish of Fowey, is not to be sold or exchanged, except the Parts thereof which it is specifically stated may be sold or exchanged.

All those the Manors or Lordships or reputed Manors or Lordships of Fowey otherwise Foy and Langurthowe, with the Rights, Members, and Appurtenances thereto respectively belonging, situate within the Borough and Parish of Fowey in the County of Cornwall.

And also all that the Advowson, Patronage of, and Right of Presentation to the Vicarage or Parish Church of Fowey aforesaid, with the Appurtenances.

And also all those the Capital Mansion House or Castle, Mills, Messuages, Lands, Tenements, Limekilns, Docks, Quays, Works, and other Hereditaments situate within the Borough and Parish of Fowey aforesaid, with the respective Rights, Members, and Appurtenances, and whereof the Testator Joseph Thomas Treffry was seised for an Estate of Inheritance in Fee Simple in possession (subject to certain Mortgages or Charges thereon), comprising the following Particulars:—

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
FOWEY.										
The Capital Mansion House or Seat called and known as Place, or the Castle of Place, with the Buildings, Yards, Gardens, and Appurtenances thereto belonging.	-	-	-	Occupier, Edward John Treffry, Tenant for Life.	150	0	0			

Building or other Leases may be granted of all or any of the following Hereditaments situate within the Borough and Parish of Fowey.

Dwelling House, Passage Street	-	-	-	Occupier, Ann Anthony, Year to Year.	5	0	0			
Dwelling House, Custom House Hill.	-	-	-	Do., John Avery, do.	4	0	0			
Dwelling House, late Jonathan Blatchford Passage.	-	-	-	In possession	3	10	0			
Dwelling House in St. Catherine Street.	-	-	-	Occupier, John Brokenshaw, Year to Year.	9	0	0			
Dwelling House, Church Yard.	-	-	-	Do., Owen Beynom, do.	4	10	0			

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House, Passage Street	-	-	-	Occupier, William Brokenshaw, Year to Year.	23	13	0			
Shipwright's Yard at Pill	-	-	-	Do., Willm. Brokenshaw, do.	15	0	0			
Dwelling House and Garden } Dwelling House, Fore Street, and Garden, Passage Street }	-	-	-	Do., Joseph Body, do.	5	13	11			
Dwelling House, Union Street	-	-	-	William Beale, Lessee for Lives.	-	-	-	0	10	6
Dwelling House, Cobb's Well (late Richard Burton's).	-	-	-	Unoccupied	4	10	0			
Dwelling House and Garden, Cobb's Well.	-	-	-	Occupier, Robert Bampfield, Year to Year.	14	0	0			
Dwelling House, Passage Row	-	-	-	Do., Kennet Banks, do.	10	0	0			
Dwelling House, Church Yard (late Bishop's).	-	-	-	Do., Thomas Blowey (in part) do.	8	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do. John Bate, do.	12	0	0			
Dwelling House and Garden, Passage Street.	-	-	-	Moses Bone (Lease for Lives), Lessee.	-	-	-	0	10	4
Methodist Chapel and Dwelling House, underheld by Walter Butters.	-	-	-	Lessees, William Beal and others; Occupiers, William Beal, Walter Butters, and others.	-	-	-	0	18	8
Dwelling House in Lostwithiel Street (late Thomas Blowey).	-	-	-	In hand	4	10	0			
Dwelling House, Trafalgar Row.	-	-	-	Occupier, Robert Bishop, Year to Year.	20	0	0			
Dwelling House and Offices in Union Street.	-	-	-	Do.	15	0	0			
Dwelling House, Church Yard.	-	-	-	Do., Edward Bligh, do.	5	0	0			
Dwelling House or Inn, called "The King of Prussia," Town Quay; Stable in Lostwithiel Street, and Garden behind.	-	-	-	Do., John Bennett, do.	21	15	0			
Dwelling House, Somerset Court.	-	-	-	Do., Thomas Burton, do.	4	0	0			
Dwelling House, Passage	-	-	-	Lessee, William Restarrick, (Lease for Lives,) yearly Value, 10l.; Occupiers, Charles Bettison and others.	-	-	-	0	10	6
Dwelling House, Passage Street	-	-	-	Do., Richard Boundy, Year to Year.	3	0	0			
Part House, Fore Street	-	-	-	Do., Henry Brimacombe, do.	3	0	0			
Dwelling House (Part of which is used as a Shop), South Street, and Garden, Cobb's Well.	-	-	-	Lessees, Representatives of Joseph Ham; Occupiers, Mary Ham and John Bennett; Lease for Lives.	-	-	-	14	0	0
Garden, Ropewalk	-	-	-	Occupier, John Bennett, Year to Year.	1	10	0			
Dwelling House and Grist Mills at Caffa Mill Pill.	-	-	-	Do., James Borlase, do.	18	0	0			
Dwelling House, late Jonathan Blatchford's Passage.	-	-	-	In possession	3	18	0			

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Two Fields, respectively called Cobb's Hill and Puckey's Hill.	2	1	6	} Occupier, James Borlase, Year to Year.	6	0	0			
Dwelling House at Albert Quay.	1	1	32		Do., Thomas Best, William Bennett, and Susan Pearn, Year to Year.	6	0	0		
Garden, St. Katherine Street	-	-	-	Occupier, William Chas. Bond, Year to Year.	1	10	0			
Dwelling House near Cobb's Well.	-	-	-	Lease for Lives; Lessee, late Henry Estlick, now Spurnall; Occupier, William Charles Bond.	-	-	-	0	13	0
Dwelling House, Trafalgar Square.	-	-	-	Lease for Lives; Lessees, Representatives of Bennett; Occupier, John Mein.	-	-	-	0	19	0
Part House (late Williams) - Dwelling House or Inn called "The Sailor's Return," Passage.	-	-	-	Occupier, Mary Ann Byers Lessee, William Brokenshaw; Occupier, William Philips; Lease for Lives.	1	12	0	0	10	6
Dwelling House, Passage Street	-	-	-	Occupier, Honor Carnall, Year to Year.	12	0	0			
Garden, Rose Lane, late Robert Congdon, unoccupied.	-	-	-	In possession	1	0	0			
Sail Loft	-	-	-	Occupier, Richard Carnall, Year to Year.	10	0	0			
Fish Cellar and Store called "The Albion Fish Cellar."	-	-	-	In possession	15	0	0			
Gig House, Custom House Hill.	-	-	-	Occupier, Richard Carnall, Year to Year.	1	10	0			
House and Offices, Custom House.	-	-	-	H. M. Customs, Lease for a Term of 21 Years.	39	7	0			
Dwelling House and Garden, Custom House Hill.	-	-	-	Occupier, Thomas Congdon, Year to Year.	6	0	0			
Dwelling House in Fore Street	-	-	-	Do., Henry Couche, do.	18	5	0			
Lugger Inn, Fore Street	-	-	-	Do., John Collins, do.	19	9	0			
Stable and Courtlage, St. Katherine Street.	-	-	-	Do. do. do.	5	0	0			
Garden, Bull Hill	-	-	-	Do. do. do.	1	5	0			
Dwelling House, Market Street, and Shop.	-	-	-	Do., Honor Couch, do.	5	5	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Edward Collins, do.	3	10	0			
Dwelling House, Church Yard	-	-	-	Do., John Couch, do.	4	0	0			
Dwelling House, Fore Street (late Buller).	-	-	-	Do., John Coath, do.	4	0	0			
Dwelling House, Passage Street	-	-	-	Do., Jeremiah Couch, do.	3	10	0			
Dwelling House, Town Quay	-	-	-	Do., Thomas Cobbledick, do.	10	10	0			
Garden, Lostwithiel Street	-	-	-	Do., do. do.	3	0	0			
Dwelling House, do.	-	-	-	Do., John Crago, do.	4	0	0			
Garden, Daglands	-	-	-	Do. do. do.	0	15	0			
Dwelling House, Passage Street	-	-	-	Do., Nicholas Courts, do.	4	10	0			
Garden Passage	-	-	-	Do. do. do.	1	0	0			
Dwelling House, Bull Hill	-	-	-	Do., Thomas Cock, do.	3	0	0			
Garden, Passage	-	-	-	Do., Thomas Coath, do.	0	10	0			
Dwelling House and Shop, South Street.	-	-	-	Do., Peter Crapp, do.	13	0	0			
Do.	-	-	-	Do., Henry Durant, do.	14	0	0			

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9 S

Treffry's Estate Act, 1853.

FOWEX—continued.

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
			£	s.	d.	£	s.	d.
Dwelling House, Fore Street	- - -	Do., William Davis, do. -	20	0	0			
Stable and Gig House, Fore Street.	- - -	Do. do. do. -	4	0	0			
Garden, Bull Hill - - -	- - -	Do. do. do. -	4	0	0			
Cellar, called Glover's - -	- - -	Do., Drew and Co. -	2	10	0			
Dwelling House and Garden, Passage Street.	- - -	Do., Arthur Davis, do. -	18	0	0			
Stable, Passage Street - - -	- - -	Occupier, Arthur Davis, Year to Year.	2	0	0			
Dwelling House, Fore Street, (late Williams).	- - -	Do., Elizabeth Durgan and others, do.	9	0	0			
Dwelling House, Whitford's Yard.	- - -	Do., Henry Eastlick, do. -	3	10	0			
Shop, Webb Street - - -	- - -	Do. do. - - -	1	0	0			
Dwelling House, Trafalgar Row.	- - -	Do., William Essel, do. -	20	0	0			
Garden, St. Catherine's Street (late Bishop's).	- - -	Do. do. - - -	4	0	0			
Malt House, Albert Quay - -	- - -	Do., John Frost, do. -	16	0	0			
Land, Daglands - - -	{ 1 3 32	} Do. do. - - -	15	0	0			
Meadow - - -	{ 2 3 3							
Garden, Cobb's Well - - -	- - -	Do. do. - - -	2	0	0			
Stable on the Bank, Lostwithiel Street.	- - -	Do. do. - - -	3	0	0			
Dwelling House, Lostwithiel Street.	- - -	Do., William Graham, do.	9	0	0			
Dwelling House and Garden (Lescrow).	- - -	Do., Joseph Geach, do. -	5	0	0			
Garden, Passage - - -	- - -	Do., William Gilbert, do.	1	0	0			
Dwelling House, Fore Street	- - -	Do., Thos. George, junr., do.	8	0	0			
Dwelling House, Market Street	} - - -	} Do., Robert Gould, do. {	30	0	0			
Cellar, do. - - -			1	12	0			
Garden, Ropewalk - - -	- - -	Do., Nicholas Gould, do. -	1	10	0			
Dwelling House, South Street	- - -	Do. do. do. -	14	0	0			
Garden, Bull Hill - - -	- - -	Do. do. do. -	0	15	0			
Part Dwelling House (Roche's), Fore Street.	- - -	Do., Thomas George, do.	2	10	0			
Dwelling House, Passage (late Rowland Gould).	- - -	In possession - - -	9	0	0			
Dwelling House, Somerset Court.	- - -	Occupier, Elizabeth Gatty, do.	2	0	0			
Dwelling House (in Ruins), Passage Street, (late John Godbeer's,) not habitable, probably worth 50 <i>l.</i> as a Building Site.	- - -	Unoccupied.						
Schoolroom, Passage Street -	- - -	Occupier, John Godbeer, Year to Year.	2	0	0			
Part Dwelling House (late Wadling's), Church Yard.	- - -	Do., Philip Hellar, do. -	3	3	0			
Dwelling House, Webb Street	- - -	Do., William Jenkin, do. -	8	0	0			
Stable - - -	- - -	Do., late do. do. -	1	10	0			
Dwelling House and Quay, Passage Street.	- - -	Do., John Hocking, do. -	10	10	0			
Quay and Yard, adjoining the above.	- - -	In possession.						
Shop, Trafalgar Square (late Hooper).	- - -	Occupier, William Langmaid, Year to Year.	2	12	0			

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House, Church Yard	-	-	-	Do., Henry Hocking, do.	2	12	0			
Dwelling House, Passage Street (late John Hocking).	-	-	-	In possession	9	0	0			
Dwelling House, Custom House Hill.	-	-	-	Occupier, Richard Ham, Year to Year.	7	0	0			
Dwelling House, Catherine Street.	-	-	-	Do., Joseph Hansom, do.	12	12	0			
Dwelling House, Passage Row	-	-	-	Do., James Hansom, do.	10	0	0			
Dwelling House, Market Street	-	-	-	Do., Henry Hooper, do.	10	0	0			
Dwelling House, Fore Street (late Nathaniel Hocking).	-	-	-	In possession	10	10	0			
Dwelling House, Fore Street	-	-	-	Do., Thomas Harvey, Year to Year.	6	10	0			
Dwelling House, Church Yard (late Peter Hicks).	-	-	-	In possession	4	10	0			
Dwelling House, Cobb's Well (late Whitford's).	-	-	-	Occupier, Peter Harvey, Year to Year.	5	0	0			
Garden, Cobb's Well	-	-	-	Do., William Hicks, do. }	1	11	6			
Do., above House	-	-	-		1	0	0			
Dwelling House, Fore Street	-	-	-	Do. do. do.	18	0	0			
Dwelling House, Somerset Court.	-	-	-	Do., John Hellyer, jun., do.	4	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Joseph Harvey, do.	6	10	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., William Harvey, do.	5	0	0			
Dwelling House, Passage Street Garden.	-	-	-	Do., Charles Hawkins, do.	4	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Mary Hambley, do.	12	4	6			
Dwelling House, Passage Street (late Charles Harvey).	-	-	-	In possession	6	0	0			
Garden, Cellar, Passage	-	-	-	Occupiers, Hocking and Co., Year to Year.	3	10	0			
Garden, Lostwithiel Street	-	-	-	Do., Randel Howard, do.	1	0	0			
Garden, do.	-	-	-	In possession	1	0	0			
Part Dwelling House, Passage Street.	-	-	-	Occupier, Ann Honey, Year to Year.	1	6	0			
Dwelling House, Passage Street	-	-	-	Do., William Hosken, do.	4	0	0			
Dwelling House and Shop, Fore Street.	-	-	-	Do., John Hore, do.	7	15	0			
Garden, Old Vicarage	-	-	-	Do. do. do.	2	2	0			
Dwelling House, Passage Street	-	-	-	In possession	7	0	0			
Dwelling House, Cobb's Well	-	-	-	Occupier, Joseph Hancock, Year to Year.	4	10	0			
Dwelling House on the Bank	-	-	-	Do., Robert Ham, do.	4	0	0			
Dwelling House, Church Yard	-	-	-	Do., Elizabeth Ham, do.	4	10	0			
Part Dwelling House (Roche's), Fore Street.	-	-	-	Do., Joseph Ham, do.	1	10	0			
Dwelling House, Passage Street	-	-	-	Do., Thomas Hoskin, do.	5	0	0			
Dwelling House, do.	-	-	-	Do., John Harris, do.	6	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Peter Hicks, do.	5	0	0			
Part Dwelling House, Passage Street (late Chapman's).	-	-	-	Do., Richard Hellar, do.	4	0	0			
Dwelling House and Store, Fore Street.	-	-	-	Do., William Hicks, do.	24	0	0			

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House, Passage -	-	-	-	Lease for 99 Years, One Life; Miss Hancock, Lessee; James Searle, Occupier.	-	-	-	0	10	0
Dwelling House and Shop, Trafalgar Square, and Houses, Refuge Court.	-	-	-	Lease for Lives; Lessees, Representatives of Ham; Occupiers, Olivia Nicholls and Sisters and Richard Hewett and others.	-	-	-	0	13	4
Dwelling House, Lostwithiel Street.	-	-	-	Occupier, John Jago, Year to Year.	3	5	0			
Dwelling House, Pengelly's -	-	-	-	Do., Francis Jewell, do. -	3	3	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Abraham Roger Illingworth, do.	20	0	0			
Cellar, Church Yard - -	-	-	-	Do. do. do. - -	1	1	0			
Garden, Ropewalk (late Illingworth's).	-	-	-	In possession - -	1	10	0			
Dwelling House, Cobb's Well	-	-	-	Occupier, Thomas Jane, Year to Year.	5	0	0			
Part Dwelling House (Roche's), Fore Street.	-	-	-	Do., John James, do. -	1	10	0			
Dwelling House, Passage -	-	-	-	Do., John Jones, do. -	10	0	0			
Dwelling House, Fore Street	-	-	-	Do., John Johnson, do. -	6	0	0			
Stable at Meeting House, Cellars.	-	-	-	Do. do. do. -	1	0	0			
Dwelling House, Passage -	-	-	-	Do., Mary Jago, do. -	3	0	0			
Dwelling House, Somerset Court (late Mr. Jewell).	-	-	-	In possession - -	3	0	0			
Dwelling House (Glover's) -	-	-	-	Occupier, Robert Jago, Year to Year.	5	0	0			
Part House, Fore Street -	-	-	-	Do., Mrs. Jameson, weekly Tenant.	1	10	0			
Dwelling House, Webb Street	-	-	-	Do., William King, Year to Year.	12	0	0			
Cellar under Slade's - -	-	-	-	Do. do. do. -	2	0	0			
Dwelling House, Trafalgar Row.	-	-	-	Do., Lucy Kimber, do. -	24	0	0			
Cellar, Church Lane - -	-	-	-	Do., John Kempe, do. -	2	0	0			
Cellars, called the Liberty Cellars.	-	-	-	In possession. - -	15	0	0			
Dwelling House in Church Side (late Keast's).	-	-	-	Occupier, Betsy Keast, Year to Year.	4	0	0			
Dwelling House on the Bank, Lostwithiel Street.	-	-	-	Do., Richard Libby, do. -	4	0	0			
Dwelling House, Fore Street	-	-	-	Do., William Lane, do. -	15	0	0			
Dwelling House and Shop, Passage Street.	-	-	-	Do., Charles Lacy, do. -	18	0	0			
Dwelling House, Cellars and Loft, Fore Street.	-	-	-	Do., William Lowry, do. -	50	0	0			
Chapel, Passage Street, known as O'Brien's Chapel.	-	-	-	Do., Lobb and others, do.	3	12	0			
Bonded Stores, Passage -	-	-	-	Do., William Lowry and others, do.	18	0	0			
Dwelling House, Fore Street	-	-	-	Do., Henry Lambe, do. -	30	0	0			
Garden, Saint Catherine Street	-	-	-	Do. do. do. -	1	10	0			
Stable, Fore Street - -	-	-	-	Do. do. do. -	3	0	0			
House, Saint Catherine Street	-	-	-	Do. do. do. -	14	0	0			
Meadow at Cross - -	-	-	-	Do. do. do. -	3	0	0			

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.	Conventional Rent.
	A.	R.	P.			
Dwelling House, Passage -	-	-	-	Do., Reuben Lakeman, do.	£ 4 4 0	£ s. d.
Dwelling House, Trafalgar Square.	-	-	-	Do., Richard Lescorl, do.	4 10 0	
Dwelling House, Lostwithiel Street.	-	-	-	Do. Thomas Langmaid, do.	4 10 0	
Dwelling House, Somerset Court.	-	-	-	Do., John Lescorl, do. -	4 10 0	
Dwelling House, Passage Street	-	-	-	Do., Thomas Morris, do.	4 14 0	
Dwelling House, Rose Lane -	-	-	-	Do., Richard Mellow, do.	3 5 0	
Shop, Market Street (late Anthony Tucker).	-	-	-	In possession - -	4 0 0	
Shop, Market Street - -	-	-	-	Occupier, John Martyn, Year to Year.	2 0 0	
Dwelling House, Fore Street	-	-	-	Do., Nicholas Martyn, do.	20 0 0	
Garden, Bull Hill - -	-	-	-	Do. do. do. -	1 0 0	
Another Garden, Bull Hill -	-	-	-	Do. do. do. -	1 0 0	
Dwelling House, Fore Street	-	-	-	Do., John Martyn, do. -	5 0 0	
Cellars, Passage - -	-	-	-	Do., Morcom and Co., do.	1 10 0	
Part Dwelling House (late Wadling's), Church Yard.	-	-	-	Do., Robert Mutton, do.	3 0 0	
Dwelling House, Church Yard	-	-	-	Do., Betty Muchmore, do.	4 10 0	
Dwelling House, Lostwithiel Street.	-	-	-	Occupier, William Morris, Year to Year.	2 10 0	
Part House, Fore Street -	-	-	-	Do., Alexander Moon, do.	4 0 0	
Dwelling House, Lostwithiel Street.	-	-	-	Do., John Moon, do. -	4 0 0	
Dwelling House and Garden, Lostwithiel Street.	-	-	-	Do., James Henry Meredith, do.	20 0 0	
Land, Parson's Meadow -	0	2	10	} Do. do. do. -	20 0 0	
Land, Three Corner - -	2	3	22			
Land, Vicarage Field - -	2	3	34			
Garden (late Peard's) - -	-	-	-			
Dwelling House, Passage Street	-	-	-	Lease for Lives; Edward Nickels, Occupier, do.; held under same Lease as George Nickels, as below.		
Dwelling House, Passage Row	-	-	-	Occupier, Thomas Nickels, Year to Year.	11 0 0	
Dwelling House, Fore Street	-	-	-	Lease for Lives; Lessees, Richard Nichols and another; Occupiers, do.	- - -	1 4 6
Dwelling House, Fore Street	-	-	-	Occupier, Ann Netherwood, do.	15 0 0	
Dwelling House, Glover's -	-	-	-	Do., Elizabeth Netherton, do.	3 10 0	
Dwelling House, Passage, House.	-	-	-	Lease for Lives; Lessee and Occupier, George Nickels; held with Edward Nickels' House.	- - -	1 6 4
Fish Cellars, Passage (in Ruins, worth about 60% as a Building Site).	-	-	-	In possession.		
Dwelling House and Garden, Rose Lane.	-	-	-	Term of Years; Lessees, Representatives of Nicholls, deceased; Occupier, Capt ⁿ . W. E. Triscott.	20 0 0	
Dwelling House, Lostwithiel Street.	-	-	-	Occupier, Elizabeth Olford, Year to Year.	6 0 0	

[Private,]

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House (in Ruins), Church Lane (late Elizabeth Olford and James Harvey), worth about 15 <i>l.</i> as a Building Site.	-	-	-	In possession.						
Dwelling House and Shop, Fore Street (late in the Occupation of John Olliver).	-	-	-	Do. - - - -	12	0	0			
Meadow, Higher Rocks End	3	2	26	Occupier, John Olliver, Year to Year.	11	0	0			
Outer Ropewalk Field - -	4	1	4	Do. do. do. - }	15	0	0			
Ropewalk Field - - -	3	1	3	Do. do. do. - }						
Fish Cellar at Glover's (late Olliver's).	-	-	-	In possession - -	4	0	0			
Garden in Schoolhouse Meadow (late Edward Collins').	-	-	-	Occupier, Thomas Olford	0	16	0			
Garden, Lostwithiel Street (late Frost's).	-	-	-	Do., John Olliver, Year to Year.	1	10	0			
Horse Park - - - -	6	3	0	Do., William Phillips, do.	20	10	0			
Dwelling House, Passage (late Charles Philp).	-	-	-	In possession - -	3	10	0			
Dwelling House, Trafalgar Square.	-	-	-	Occupier, Richard Phillips, Year to Year.	5	0	0			
Dwelling House, Town Quay (late Patteson).	-	-	-	Do., Captain Norcock -	26	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., James Piper, Year to Year.	4	10	0			
Garden, Cobb's Well - -	-	-	-	Do. do. do. -	1	0	0			
Dwelling House, Passage Street	-	-	-	Do., John Pearn, do. -	5	0	0			
Dwelling House, Custom House Hill (late James Pain).	-	-	-	In possession - -	9	0	0			
Dwelling House, Fore Street	-	-	-	Occupier, James Pain, Year to Year.	10	10	0			
Sawles Field, otherwise Calves Meadow.	2	0	10	Do., Ralph Powne, do. -	7	5	0			
Dwelling House, Passage Street (late William Phillips).	-	-	-	In possession - -	6	0	0			
Dwelling House, Market Street	-	-	-	Occupier, Josiah Phillips, Year to Year.	4	14	6			
Dwelling House, Chapel Court	-	-	-	Do., Mary Phillips, do. -	3	0	0			
Dwelling House, Fore Street	-	-	-	Benjamin Prynne, Lessee; John Palmer, Occupier; Lease for Lives.	-	-	-	2	5	0
Garden, Bull Hill - -	-	-	-	Occupier, John Palmer, Year to Year.	2	2	0			
Cellar, Fore Street - -	-	-	-	Do. do. - -	1	11	6			
House (in Ruins), late Mary Ham, Fore Street, worth 30 <i>l.</i> as a Building Site.	-	-	-	In possession.						
Dwelling House and Shop, Fore Street.	-	-	-	Occupier, Macklin Parnall, Year to Year.	13	0	0			
Dwelling House, Fore Street	-	-	-	Do., Joseph Pain, do. -	6	0	0			
Dwelling House, Fore Street	-	-	-	Do., Annie Pain - -	4	0	0			
Dwelling House, Passage -	-	-	-	Do., James Pollard, do. -	4	0	0			
Dwelling House, Cobb's Well	-	-	-	Do., Ann Paddy, do. -	6	0	0			
House and Garden (late Charles Philp), Passage Street, Ruins worth 30 <i>l.</i> as a Building Site.	-	-	-	In possession.						

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
House (late Buckingham's) -	-	-	-	Occupiers, William Vine -	5	0	0			
Garden, Ropewalk -	-	-	-	Joseph Pearn, Year to Year	3	0	0			
Dwelling House, Passage -	-	-	-	Do., Richard Pascoe, do.	1	10	0			
Dwelling House, Passage (late Samuel Langmaid).	-	-	-	Do., John Perry, do. -	3	16	0			
Dwelling House, Cobb's Well	-	-	-	Lease for Lives; Lessee, Prynn. In possession.	8	0	0			
Dwelling House, Town Quay	-	-	-	Occupier, John Quiller, Year to Year.	7	0	0			
Market House, Revenues of Town Quay and Market Dues.	-	-	-	Do., Charles Rundle, do.	19	0	0			
Dwelling House, Church Lane	-	-	-	Do. do. do. -	43	0	0			
Dwelling House, Fore Street	-	-	-	Lease for Lives; Thomas Richards, Lessee and Occupier.	-	-	-	0	10	6
Garden, Inches Quay -	-	-	-	Occupier, William Richards, Year to Year.	3	18	0			
Dwelling House, Passage -	-	-	-	Do. do. do. -	1	0	0			
Dwelling House and Shop, Fore Street.	-	-	-	Do., Thomas Rawling, do.	6	0	0			
Dwelling House and Shop, Trafalgar Square.	-	-	-	Do., Philip Rundle, do. -	6	0	0			
Dwelling House, Passage Street	-	-	-	Occupier, William Roskilly, Year to Year.	7	0	0			
House (late Chapman's) -	-	-	-	Do., John Richards, do. -	5	0	0			
Dwelling House, Bull Hill -	-	-	-	Do., William Richards and Heller, do.	3	18	0			
Garden, Ropewalk -	-	-	-	Do., Edward Rowe, do. -	4	0	0			
Dwelling House, Passage -	-	-	-	Do., Edward Rowe, do. -	1	0	0			
Dwelling House, Saint Catherine Street.	-	-	-	Do., Jane Ross, do. -	6	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Peter Rowe, do. -	9	0	0			
Garden, Whitehouse -	-	-	-	Do., John Rowe, do. -	4	0	0			
Dwelling House, Fore Street	-	-	-	Do. do. - - - -	0	10	0			
Dwelling House, Lostwithiel Street.	-	-	-	Lease for Lives; Thomas Rundle, Lessee; William Hicks and others, Occupiers.	-	-	-	0	10	0
Site of Rose and Crown Inn (Ruins), near the Church Yard (worth 100l. as a Building Site).	-	-	-	Do., Jane Ross, Lessee; William Miller and another, do.	-	-	-	0	12	6
Dwelling House, South Street	-	-	-	Unoccupied.						
Dwelling House, Passage -	-	-	-	Occupier, John Slade, Year to Year.	10	0	0			
Dwelling House, Passage Street	-	-	-	Do., James Snell, do. -	6	10	0			
Dwelling House (late Higgs), worth 120l. as a Building Site.	-	-	-	Do., George Searle, do. -	5	0	0			
Dwelling House, Passage (late Soady's), ruinous.	-	-	-	Unoccupied.						
Dwelling House on the Bank, Lostwithiel Street.	-	-	-	In possession - - -	6	0	0			
Dwelling House, Chapel Court (late John Southern), ruinous, worth 20l. as a Building Site.	-	-	-	Occupier, James Saddler, Year to Year.	4	0	0			
	-	-	-	Unoccupied.						

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House, Union Street, (late John Scollier,) ruinous.	-	-	-	In possession - -	6	0	0			
Part Dwelling House (Roche's), Fore Street.	-	-	-	Occupier, John Scollier -	1	11	0			
Dwelling House, Cobb's Well	-	-	-	Do., Richard Salt, Year to Year.	5	10	0			
Garden - - -	-	-	-	Do. do. do. -	1	10	0			
Cellar, Fore Street - -	-	-	-	Do. do. do. -	1	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., Joseph Searle, do. -	6	0	0			
Shop - - -	-	-	-	Do. do. do. -	3	0	0			
Dwelling House on the Bank, Lostwithiel Street.	-	-	-	Do., John Sweet, do. -	4	6	0			
Dwelling House, Town Quay, (in Ruins,) late Sweet, worth 20 <i>l.</i> as a Building Site.	-	-	-	Unoccupied.						
Dwelling House, Passage -	-	-	-	Occupier, Joseph Steel, Year to Year.	4	10	0			
Dwelling House, Town Quay	-	-	-	Do., George Scantlebury, do.	3	0	0			
Dwelling House, Rose Lane -	-	-	-	Do., Thomas Scantlebury, do.	3	0	0			
Dwelling House, Catherine Street.	-	-	-	Do., Caroline Sargent, do.	11	0	0			
Part House, Fore Street -	-	-	-	Do., John Smith, do. -	2	12	0			
Stable and Garden, Saint Catherine Street.	-	-	-	Do., William Sweet, do. -	5	0	0			
Meadow at Daglands -	-	-	-	Occupier, William Sweet, Year to Year.	3	10	0			
Dwelling House and Smith's Shop, Passage (late William Skelton).	-	-	-	In possession - -	15	0	0			
Garden - - -	-	-	-	Do. - - -	0	15	0			
Dwelling House, Church Yard	-	-	-	Occupier, William Sloggett, Year to Year.	5	0	0			
Dwelling House or Inn called "The Ship Inn," Trafalgar Square; Stable, Saint Catherine Street.	-	-	-	Lease for Lives; Lessee and Occupier, John Sparnall.	-	-	-	3	11	0
Gig House, Stable, and Garden (late Collins).	-	-	-	Occupier, John Sparnall, Year to Year.	4	0	0			
Garden, Inches Quay -	-	-	-	Do. do. - -	2	2	0			
Schoolhouse Meadow -	6	3	0	Do. do. - -	20	5	0			
Dwelling House, Lostwithiel Street (late Treliving).	-	-	-	Do., Hezekiah Wadling, do.	4	0	0			
Cellar (late Lewis Triscott's), Passage.	-	-	-	In possession - -	0	15	0			
Dwelling House, Rose Lane (late Mary Ann Tinman).	-	-	-	Do. - - -	2	10	0			
Dwelling House, Lostwithiel Street.	-	-	-	Lease for Lives; Lessee, John Sparnall; Rendell, Howard, and others, Occupiers.	-	-	-	0	13	0
Dwelling House, Lostwithiel Street.	-	-	-	Lease for Lives; Lessee, Jane Sings; Occupier, Thomas Peake.	-	-	-	0	13	8
Dwelling House and Shop, Fore Street.	-	-	-	Lease for Lives; Lessee, Richard Salt; Occupiers, George Williams and others.	-	-	-	0	7	4

Treffry's Estate Act, 1853.

FOWEY—continued

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House, Custom House Hill.	-	-	-	Occupier, John Tamblyn, Year to Year.	4	0	0			
Part Dwelling House, Passage Street.	-	-	-	Do., Samuel Tippett, do.	2	0	0			
Dwelling House at Schoolhouse Meadow.	-	-	-	Do., John Toms, do.	3	10	0			
Part House, Trafalgar Square	-	-	-	Do., Elizabeth Toll, do.	2	15	0			
Garden Ropewalk (late Tregenna's).	-	-	-	In possession	1	10	0			
Tailor's Shop, Webb Street	-	-	-	Occupier, Kate Tregenna, Year to Year.	7	0	0			
Dwelling House, Saint Catherine Street (late Captain Triscott).	-	-	-	In possession	24	5	6			
Castle Park and Whitehouse Plots and Ropewalk.	4	0	0	Occupier, Edward Thomas, Year to Year.	23	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Do., William Trembeth, do.	4	10	0			
Lower Rocks End, otherwise Diamond Park.	2	2	0	Do., Edward John Treffry, do.	9	0	0			
Middle Walk Field	2	1	3	Do. do. do.	24	0	0			
Homer Walk Field	5	3	6	Do. do. do.						
Cellar, Glover's (late Walter Verran).	-	-	-	Do., Richard Isbell, do.	1	0	0			
Dwelling House, Passage Street (late Walter Verran), ruinous, worth 40 <i>l.</i> as a Building Site.	-	-	-	Unoccupied.						
Dwelling House, Fore Street	-	-	-	Lease for Lives; Lessees, Representatives of Trewin, deceased; Occupiers, William Gilbert and William Widdon.	-	-	-	6	11	0
Dwelling Houses and Garden, Lostwithiel Street.	-	-	-	Lessee, George Thomas; Occupiers, Representatives of George Thomas and others.	-	-	-	4	7	0
Dwelling House, Cellars, and Loft, Passage.	-	-	-	Lease for Lives; Lessee, Thomas Thriscutt; Occupiers, Hicks, Brokenshaw, and others.	-	-	-	0	10	6
Part House (late Warren's)	-	-	-	Occupier, William Tinman	-	-	-	2	15	0
Garden, Church Lane	-	-	-	Occupier, Robert Varcoe, Year to Year.	0	9	6			
Part House, Passage Street	-	-	-	Do., Edward Vincent, do.	3	10	0			
Dwelling House, Town Quay	-	-	-	Do., Robert Varcoe, do.	6	0	0			
Garden, Church Lane	-	-	-	Do. do. do.	0	9	0			
Dwelling House, Saint Catherine Street.	-	-	-	Lessees, Representatives of Honor Williams; Occupier, Nathaniel Hocking.	-	-	-	0	10	6
Dwelling House, Saint Catherine Street.	-	-	-	Lessees, Representatives of John Webb; Occupier, William Rowe.	-	-	-	0	7	6
Dwelling House, Somerset Court.	-	-	-	Occupier, James Wade, Year to Year.	3	5	0			
Dwelling House, Passage Street.	-	-	-	Do., John Webb, do.	6	0	0			
Dwelling House (late Walkey), out of Repair.	-	-	-	Unoccupied	5	0	0			

[Private.]

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Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House, Passage -	-	-	-	Occupier, Richard Webber, Year to Year -	4	0	0			
Dwelling House, Catherine Street.	-	-	-	Lease for Lives; Lessee and Occupier, Thomas Wellington.	-	-	-	0	11	10
Dwelling House, Passage -	-	-	-	Occupiers, Henry Wyatt and others, Year to Year.	4	0	0			
Dwelling House, Passage -	-	-	-	Do., James Wyatt, do. -	4	10	0			
Dwelling House, Glover's -	-	-	-	Do., Thomas Williams, do. -	3	0	0			
Dwelling House and Shop, Lostwithiel Street.	-	-	-	Do., Representatives of James Whitford, do. -	8	0	0			
Dwelling House, Passage Street (late James Whitburn).	-	-	-	In possession -	10	0	0			
Dwelling House and Shops, Fore Street.	-	-	-	Lease for Lives; Lessees, Representatives of Webb; Occupiers, Hobbs and Tregenna.	-	-	-	0	7	6
Dwelling House, Church Yard	-	-	-	Occupier, William Worth, Year to Year.	7	0	0			
Dwelling House, Passage Row (late Warburton).	-	-	-	Do., Thomas Kinsman -	8	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Occupier, William Wreford, Year to Year.	20	0	0			
Dwelling House, Webb Street	-	-	-	Do., John Wilcock, do. -	7	0	0			
Dwelling House, Town Quay	-	-	-	Do., Thomas Williams, do. -	5	0	0			
Garden, Passage -	-	-	-	Do., Edmund White, do. -	2	10	0			
Part House, Trafalgar Square	-	-	-	Do., Christiana Watty, do. -	2	12	0			
Dwelling House, Somerset Court.	-	-	-	Do., Emanuel Wade, do. -	3	0	0			
Garden (late Hellar's) -	-	-	-	Do. do. do. -	1	0	0			
Dwelling House on the Bank, Lostwithiel Street.	-	-	-	Do., Charles Whiting, do. -	4	0	0			
Dwelling House, Lostwithiel Street.	-	-	-	Occupier, Robert Wheeler, Year to Year.	13	10	0			
Dwelling House, Passage -	-	-	-	Do., Hy. Wyatt, jr., do. -	5	0	0			
Dwelling House called The Cottage.	-	-	-	Do., Lieut. Young do. -	11	0	0			
Windmill Field -	13	3	10	In possession -	35	0	0			
Limekiln at Caffa Mill -	-	-	-	Do. -	10	0	0			
Blacksmith's Shop, Storehouses, &c., at Vicarage Court.	-	-	-	Do., used for the Purposes of the Estate.	7	0	0			
Coach-house and Stable - (This Coach-house and Stable not to be leased).	-	-	-	Occupier, Revd. Edward John Treffry.	4	0	0			
House (late Cotton's), Passage Street (ruinous, worth £150 as a Building Site).	-	-	-	Unoccupied.						
Dwelling House and Garden (late Orchards), Passage Street.	-	-	-	Lease for Lives; Lessees, Representatives of Charles Bennett, deceased; Occupier, E. S. White.	-	-	-	0	19	2
House, late Polly Cullums, Passage Street (Ruins worth £50 as a Building Site).	-	-	-	Unoccupied.						
Pottery Yard and Office, Passage Street.	-	-	-	In possession -	12	0	0			

Treffry's Estate Act, 1853.

FOWEY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Malthouse and Store, Passage Street (out of Repair).	-	-	-	Do. - - -	5	0	0			
Cellar (late Harvey's), Fore Street.	-	-	-	Do. - - -	0	15	0			
Court-yard and Premises known as Higges' Premises, Lostwithiel Street.	-	-	-	Occupied for the Estate -	10	0	0			
Valletort Seine, Cellars, Lostwithiel Street.	-	-	-	In possession - -	8	0	0			
Cellars, late Meeting House Cellars.	-	-	-	Do. - - -	15	0	0			
Mansion House (late Admiral Peard's), Lostwithiel Street (in Ruins, requires £300 to put it in repair, and would then let at from £35 to £40 per Annum).	-	-	-	Unoccupied.						
Coach-house and Stable (late Peard's).	-	-	-	In possession, used for the Purposes of the Estate.	4	0	0			
House (late Couche's), Lostwithiel Street (ruinous, worth £40 as a Building Site).	-	-	-	In possession.						
Small Garden Plot, Lostwithiel Street, with Mr. Meredith's House.	-	-	-	James Henry Meredith -	0	1	0			
Town Hall over Market House	-	-	-	In possession - -	12	0	0			
House and Offices (late Brown's), Church Lane (in Ruins, worth £140 as a Building Site).	-	-	-	Unoccupied.						
Limekiln, Dock, Shipping and Manure Quay, Machinery worked by Water-wheel for lifting Manure, and Inclined Plane, at Caffa Pill.	-	-	-	In possession - -	30	0	0			
Mooring Dues for Vessels mooring outside the Lock in the Harbour.	-	-	-	In possession -	4	0	0			
Shipwright's Yard and Waste Spot at Fowey Pill (late George Nickel's).	-	-	-	Do. - - -	20	0	0			
Shipwright's Yard (late Marks'), Passage.	-	-	-	Do. - - -	5	0	0			
The Messuages, Lands, and Tenements called Higher and Lower Penventinue, Higher Hillhay (except the Homestead), and Lower Hillhay, Giddy's Hillhay, and Carne's Tenement, including Plantation.	282	1	38	Occupier, Joseph Lawry, Tenant from Year to Year.	240	0	0			

Treffry's Estate Act, 1853.

FOWEY—continued

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
			£	s.	d.	£	s.	d.
The Messuages, Lands, and Tenements called Polvellan, Little Lescrow, Coryton's Lescrow, Webber's Lescrow, Lower Peacock's Meadow, Diamond's Park, Higher Peacock's Meadow, Barn Park, and Cold Down, with the Homestead at Higher Hillhay (Part of Lescrow's Leasehold). A Portion of the lastly before-mentioned Property, stated to be in the Occupation of Francis Rogers and Susan Rogers, may be sold or exchanged for the Purposes of a Burying Ground for the Borough and Parish of Fowey.	A. R. P. 146 0 0	Do., Francis Roge s and Susan Rogers, do.	£	s.	d.	£	s.	d.
			235	0	0			
The Messuages, Lands, and Tenements called Trezare and Leskerwell.	80 0 0	Do., George Udy, do.	86	0	0			

PARISH OF LANTEGLOS BY FOWEY.

Building and other Leases may be granted of the following Property in the Parish of Lanteglos by Fowey.

Description of Property.	A. R. P.	Lease or Occupier, and Tenure.	£ s. d.			£ s. d.		
			£	s.	d.	£	s.	d.
Dwelling House and Garden in Fore Street, Polruan, in the Parish of Lanteglos by Fowey.	- -	Lease for 99 Years on Lives; Lessee, Elizabeth Smith; Occupier, do.	-	-	-	0	7	0

PROPERTY IN SAINT PINNOCK.

All that the Manor or Lordship or reputed Manor or Lordship of Penvrane, situate and lying within the Parishes of Saint Pinnock and Broad Oak, or one of them, in the County of Cornwall.

And also all that One equal Third Part or Share of, in, and to the Advowson, Patronage, and Right of Presentation to the Rectory and Parish Church of the said Parish of Saint Pinnock, with their respective Rights, Members, and Appurtenances; and also all those the Messuages, Tenements, Farms, Lands, and Hereditaments situate within the said Manor or Lordship of Penvrane, or otherwise within the said Parishes of Saint Pinnock and Broad Oak, or one of them,

Treffry's Estate Act, 1853.

with their respective Rights, Members, and Appurtenances, and whereof the Testator Joseph Thomas Treffry was seised for an Estate in Fee Simple in possession (subject to certain Mortgages or Charges thereon), comprising the following Particulars:—

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.			
	A.	R.	P.		£	s.	d.	£	s.	d.	
The Messuage, Tenement, and Farm, with the Lands and Hereditaments thereto belonging, commonly called or known by the Name of Lower Bodithiel Hill Ball and Derry Ball.	186	0	0	In possession - -	} Below.						
One undivided equal Third Part or Share of a certain Down or Common or open Field called Pollards Down Open Field, containing in the whole,	112	0	0	In possession, and those who claim to Stock on the said Common, their Under-tenants or Assigns							
Certain Pieces or Parcels of Land or Oak Coppice Ground.	68	0	0	In possession - -							
A Messuage or Dwelling House, with the Land thereto belonging or held therewith, called Higher Connon and Connon Cross Farms.	43	0	0	Charles Crago - -	36	0	0				
Two Cottages or Tenements, with the Barn and Land held therewith, at Herods-foot in Saint Pinnock.	8	0	0	John Williams - -	14	0	0				
A Messuage or Dwelling House, with the Lands thereto belonging or therewith held.	53	0	0	John and William Crago	20	0	0				
Two Cottages, with the Meadow and Appurtenances held therewith, and Two Messuages, with the Gardens, Lands, and Appurtenances thereto respectively belonging.	-	-	-	Samuel Matthews and James Diner (out on Lease for Lives).	-	-	-		1	5	6
<i>Note.</i> —All the above-mentioned Hereditaments are situate within the said Manor or Lordship of Penvrane.											
The Messuage, Tenements, Farms, and Lands commonly called or known by the Name of Higher Bodehill otherwise Bodithiel.	60	0	0	In possession - -	} 200 0 0 (with Arable Land above.)						
The Field or Close of Ground commonly called or known by the Name of the Water Park.	6	0	0	Do. - - - -							
The Woods or Woodlands commonly called Bodithiel Woods, otherwise the Lower or Little Coppice, the	23	0	0	Do. - - - -							

[Private.]

*Treffry's Estate Act, 1853.*SAINT PINNOCK—*continued.*

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent	Conventional
			or estimated annual Value.	Rent.
	A. R. P.		£ s. d.	£ s. d.
Higher or Great Coppice, and the Timber Wood.				
One undivided Third Part of the Wood called Pottifer Wood, containing in the whole 9 Acres.	3 0 0	Do. - - - -		
A divided Part of the said Wood called Pottifer Wood.	1 0 0	Do. - - - -		

NEWQUAY PROPERTY.

All that the Manor or Lordship or reputed Manor or Lordship of Towan Blistra, and also all those the Harbour and Pier Tolls, Rates, and Dues, Messuages, Cellars, Meadows, Lands, Tenements, Hereditaments, and Premises, with their respective Rights, Members, and Appurtenances, Part and Parcel of the aforesaid Manor or reputed Manor of Towan Blistra, and situate in the several Parishes of Saint Columb Minor and Crantock in the County of Cornwall, and whereof the Testator Joseph Thomas Treffry was seised for an Estate of Inheritance in Fee Simple in possession, subject to certain Charges thereon, comprising the following Particulars:—

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent	Conventional
			or estimated annual Value.	Rent.
	A. R. P.		£ s. d.	£ s. d.
All that Part of New Quay Harbour called the Old Harbour, together with all that Pier situate at Newquay, consisting of Two Arms respectively, called the North and South Piers, and all that Part of Newquay Harbour lately inclosed, with the Mooring Ground, Mooring and Water Tank there, and all other Spots of Land, Hereditaments, and Premises lying within the said Harbour between the Cliff and the Sea; together with all that Piece of Wastrel or Cliff abutting into the said Harbour between the Ship Cove and the Old Pier, which said Hereditaments were formerly Part of Towan Common; together with the Tolls, Rates, and Dues payable and authorized to be demanded in respect of the	4 0 0	In possession - -	300 0 0	

*Treffry's Estate Act, 1853.*NEWQUAY—*continued.*

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent	Convention-
			or estimated annual Value.	ary Rent.
	A. R. P.		£ s. d.	£ s. d.
said Pier and Harbour, under and by virtue of an Act passed in the First Year of the Reign of Her present Majesty, intituled "An Act for maintaining the Pier and Harbour at Newquay in the County of Cornwall," and which said Tolls, Rates, and Dues were varied and altered by an Act passed in the Seventh Year of the Reign of Her present Majesty, intituled "An Act to amend an Act for maintaining the Pier and Harbour of Newquay in the County of Cornwall, and to make certain Tram-roads in connexion therewith." (Not to be sold or exchanged.)				

Building or other Leases may be granted of all or any of the following Hereditaments situate in the several Parishes of Saint Columb Minor and Crantock, or One of them.

Cellars called the Rose Cellars, at the Head of the Road leading to the South Pier at New Quay.	1 0 3	Lease for 99 Years on Lives; Lessees, Representatives of Richard Billing; Nicholas Hocking and others, Occupiers.	- - -	0 5 0
Malthouse and Three Dwelling Houses, with Coal Yard and Barn, formerly Parcel of the Bark House Meadow, situate near the Rose Cellars aforesaid, and Three Fields or Closes of Land called Beacon Meadows, situate at the Foot of the Beacon at Newquay aforesaid.	7 3 5	Lease for 99 Years absolute; Lessees, Representatives of Richard Billing; Richard Billing, Occupier.	- - -	7 16 0
Three Dwelling Houses and Gardens near the Front Street adjoining the Road leading to the Quay, Newquay.	0 0 12	Lease for 99 Years absolute; Lessees, Representatives of William Billing; Occupiers, John Ellery, Michael Gill, and William Phillips.	- - -	0 2 6
Dwelling House and Buildings, with the Garden in front, situate adjoining the Road leading to the Pier, Newquay.	- - -	Lease for 99 Years absolute; Lessee, George Burt; Occupier, George Burt.	- - -	2 4 0
Parcel of Land called the New Inclosure, about Newquay.	2 1 0	Lease for 99 Years absolute; Lessee, George Burt; Occupier, George Burt.	- - -	3 0 0

Treffry's Estate Act, 1853.

NEWQUAY—continued.

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.	Conventional Rent.
	A. R. P.		£ s. d.	£ s. d.
Barn and Mowhay, Part of the Meadow called the Barkhouse Meadow, situate near the Rose Cellars at Newquay aforesaid.	0 0 34	Occupier, George Burt, from Year to Year.	3 10 0	
Acknowledgment for Encroachment on Wastrel by Mark Cardell near Mark Cardell's Barn at Newquay.	- -	Do., Mark Cardell, do. -	0 0 6	
Shipwright's Yard, situate within the Pier, Newquay.	0 0 30	Do., John Clemens, yearly	4 0 0	
Inn and Premises called the Red Lion Inn and Fields adjoining Newquay.	3 0 0	Same - - - -	35 0 0	
Parcel of Land occupied as a Garden and Linhay at Bottom of Lower Long Close, Newquay.	- -	Same - - - -	0 12 0	
Parcel of Land, late New Inclosure, Fore Street, Newquay, and Six Cottages built thereon.	0 1 35	Lease for Lessee, William Clemens.	- - -	0 10 0
Garden Plot, near the Railroad, Newquay.	- -	Occupier, Thomas Clemens, yearly.	0 15 0	
Garden and Parcel of Land, late New Inclosure, Fore Street, Newquay, and Six Cottages built thereon.	0 0 33	Lease for 99 Years absolute; Lessee, Richard Carne.	- - -	0 16 0 and 0 10 0
Parcel of Land, late New Inclosure, Fore Street, Newquay, and Four Dwelling Houses built thereon.	0 2 39	Lease for 99 Years absolute; Lessee, Richard Creba and S. Garland.	- - -	2 0 0
Parcel of Land, Part of the Common, and Two Dwelling Houses built thereon, at Newquay.	0 0 25	Lease for 99 Years absolute; Lessee, John Carter.	- - -	0 16 6
Piece of Garden adjoining the last-mentioned Premises.	0 0 1	Occupier, John Carter, yearly.	0 1 0	
All those Houses, Buildings, and Gardens in Fore Street, Newquay, called Coast Guards.	0 3 13	Lease for 60 Years absolute; Lessees, Her Majesty's Coast Guard.	- - -	20 0 0
House called the Flag House, on the Beacon Hill, Newquay.	0 0 4	Occupier, Her Majesty's Coast Guard, yearly.	0 10 0	
Cellars called the Tethy Cellars, near the Pier, Newquay.	- -	Occupiers, John Cardell and Co., do.	15 0 0	
Parcel of Land, formerly an Inclosure, now House and Garden, Fore Street, Newquay.	0 0 20	Lease for 99 Years absolute; Lessee, Elias Car-rivick.	- - -	0 7 6
Fields or Closes of Land and Barn, late in the Occupation of Captain Knight, adjoining the Barkhouse, except about Half an Acre in possession.	3 0 0	Occupier, George Burt, yearly.	6 10 0	

*Treffry's Estate Act, 1853.*NEWQUAY—*continued.*

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Parcel of Land, being a New Inclosure, and House formerly occupied by Miss Mountstephen, adjoining the Red Lion Hotel near the Quay.	0	0	26	Do., William Darke, do. -	12	0	0			
House and Premises, formerly a Lodging House, near the Pier, Newquay.	0	0	10	Do., Henry Hicks, do. -	16	0	0			
Parcel of Land near the Barkhouse Meadows, now Dwelling House and Garden, late Ellery.	0	0	7	In possession -	4	0	0			
Dwelling House, &c., near the Quay, Newquay.	-	-	-	Occupier, Mary Edwards, Year to Year.	10	0	0			
Parcel of Land, late New Inclosure adjoining the Sheepwalk, Newquay, with Dwelling House, called the Castle, and Offices, Coachhouse, Stable.	7	3	7	Lease for 99 Years absolute; Lessee, G. W. F. Gregor.	-	-	-	6	0	0
Garden, situate near the Wesleyan Chapel, Newquay.	0	0	20	Occupier, William Green, Year to Year.	0	15	0			
Dwelling House and Premises adjoining the Barkhouse Field, Newquay.	0	0	6	Lease for 99 Years, One Life; Lessees, Representatives of William Trebilcock; Occupier, Josephus George.	-	-	-	0	2	6
Parcel of Land at Newquay, late New Inclosure, with the Three Cottages built thereon.	0	0	16	Lease for 99 Years absolute; Lessee, Josephus George.	-	-	-	0	6	0
Use of and Acknowledgment for Way through Barkhouse Meadow, Newquay.	-	-	-	Occupier, Josephus George, Year to Year.	-	-	-	0	1	0
Tenement called the Preaching House Fields, near the Wesleyan Chapel, Newquay.	6	1	14	Do., Jude Hubber, do. -	15	0	0			
Dwelling House, Malthouse, Offices, Limekiln, Stable, and other Buildings, and Two small Meadows, near the Quay, Newquay.	1	2	20	Do., Richard Hicks, do. -	20	0	0			
Parcel of Land late New Inclosure, adjoining the Barkhouse Meadows, Newquay.	0	0	20	Do., R. Hicks, yearly -	0	10	0			
Fields called the Fistal Meadows, and Jib near the Beacon, Newquay.	25	2	23	Do., R. Hicks, do. -	10	10	0			
Fields called the Beacon, and Towan Head, Newquay.	20	0	0	Do., R. Hicks, do. -	6	0	0			
Garden Plot, late New Inclosure, near the Malthouse, Newquay.	0	0	24	Lease for 99 Years absolute; Lessee and Occupier, R. Hicks.	-	-	-	1	0	0
Parcel of Land, late New Inclosure, Fore Street, Newquay, and Dwelling House and Store built thereon.	0	0	21	Lease for 99 Years absolute; Lessee, Johnson Hicks.	-	-	-	1	1	0

[Private.]

*Treffry's Estate Act, 1853.*NEWQUAY—*continued.*

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
			£	s.	d.	£	s.	d.
House and Garden, near the Baptist Chapel, Newquay.	A. R. P. - - -	Lease for 99 Years on Lives; Lessees, Representatives of William Harris.	-	-	-	0	5	0
Three Dwelling Houses and Land near the Road leading to the Beach, Newquay.	0 1 30	Lease for 99 Years absolute; Lessee, Nicholas Hocking.	-	-	-	1	14	9
Garden and Stable near the Great Wesleyan Chapel, Newquay.	0 0 9	Lease for 99 Years absolute; Lessee, Richard Hocking.	-	-	-	0	5	0
Parcel of Land, late New Inclosure, Fore Street, Newquay, and Dwelling House built thereon.	0 0 29	Lease for 99 Years absolute; Lessee, Richard Hocking the younger.	-	-	-	1	0	0
Dwelling House and Garden near the Quay, Newquay (late Richard Inch, Occupier).	0 0 8	In possession - -	10	0	0			
Dwelling House, Stable, and Garden near the Quay, Newquay.	0 0 8	Occupier, George Jewell, Year to Year.	11	0	0			
All that Dwelling House and Garden near the Quay, Newquay.	0 0 8	Do., David Llewellyn, do.	10	0	0			
Parcel of Land, late New Inclosure, near Fore Street, Newquay, and Dwelling House and Barn built thereon.	0 3 20	Lease for 99 Years absolute; Lessee, John Mitchell.	-	-	-	4	18	0
Fields called the Green Fields, Newquay.	1 3 15	Occupier, John Mitchell, yearly.	6	6	0			
All those Parcels of Land respectively called Sandy Park and Part of Blackmore's and Varcoe's Tenements, near the Road leading from Newquay to Trethellan, Newquay.	3 2 0	Do., John Mitchell, do. -	9	0	0			
Parcel of Land called the Towan Meadow, near the Wesleyan Chapel, Newquay.	2 2 5	Do., John Mitchell, do. -	4	15	0			
One other Parcel of Land, Part of Blackmore's and Varcoe's Tenements aforesaid, near the Wesleyan Chapel, Newquay, formerly occupied by Richard Hicks.	5 0 37	In possession - -	14	0	0			
Two Parcels of Land, late New Inclosures, One of which Parcels is situate near the Wesleyan Chapel, with the Dwelling House built thereon, and the other Parcel in Fore Street (with Five Dwelling Houses built thereon), Newquay.	0 0 28	Lease 99 Years absolute; Lessee, Thomas Moyses.	-	-	-	1	11	0

*Treffry's Estate Act, 1852.*NEWQUAY—*continued.*

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
			£	s.	d.	£	s.	d.
Parcel of Land, also late New Inclosure, and Dwelling House built thereon, adjoining Fore Street, Newquay.	A. R. P. 1 0 0	Lease for 99 Years absolute; Lessee, John Morrish.	-	-	-	1	6	0
Parcel of Land, also late New Inclosure, and Part Dwelling House built thereon, near Fore Street, Newquay.	0 1 10	Lease for 99 Years absolute; Lessee, William Mitchell.	-	-	-	1	10	0
Four Fields called Cost Loss, near the Jib Field, Newquay, late in the Occupation of Elias Cundy.	3 3 16	William Mitchell, yearly -	8	0	0			
Garden adjoining the Dwelling House of William Mitchell, together with other Part of the Dwelling House in Fore Street aforesaid, Newquay.	0 0 47	William Mitchell, Occupier (written Promise of Lease for 99 Years from late Joseph Thomas Treffry).	-	-	-	7	16	0
Piece of Land late a New Inclosure, with Three Dwelling Houses built thereon, near Fore Street aforesaid, Newquay.	0 0 25	William Mitchell, same as above.	-	-	-	0	12	0
Fish Cellars and Premises called the Fly Cellars, situate to the North-west of the Pier, Newquay.	0 2 9	Lease for Years; Lessees and Occupiers, Norway and Company.	5	5	0			
Piece of Land situate at or called the Towan Head, Newquay.	7 2 36	Lease for 99 Years on Lives; Lessees, Norway and Company.	-	-	-	0	10	6
House called the Bark House, Newquay (this and the Fly Cellars before mentioned are in the same Lease and for the same Term).	0 0 2	Lease for Years; Lessees, Norway and Company.	-	-	-	0	2	6
Piece of Land, or new Inclosure, on which has been built a Chapel called the Wesleyan Conference Chapel.	0 0 21	Lease for 99 Years absolute; Lessee, Thomas Osborn.	-	-	-	0	10	0
Cottage or small Dwelling House, &c., situate near the Quay.	0 0 2	Occupier, Edward Pollard	3	4	0			
Parcel of Ground and Dwelling House built thereon on the Cliff above the Pier, Newquay.	0 0 22	Lease for 99 Years absolute; Lessee, — Procter.	-	-	-	0	9	0
Garden and Coal Shed near the Wesleyan Conference Chapel, Newquay.	0 0 16	Occupier, Thomas Pierce, Year to Year.	1	5	0			
Tenement called Michell's Tenement, consisting of Three Meadows called the Higher, Lower, and Road Meadows.	5 0 13	Occupier, Thomas Pierce, Year to Year.	10	0	0			
All that Garden, formerly Part of Barkhouse Meadow aforesaid, Newquay.	0 0 30	Occupier, Henry Prater, Year to Year.	1	0	0			

*Treffry's Estate Act, 1853.*NEWQUAY—*continued.*

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Three Fields or Closes of Land called the Mine Field, and situate near the Castle Fields.	38	2	22	Occupier, Simon Rickard, Year to Year.	15	15	0			
Garden or small Plot of Land adjoining John Carter's Garden; near the Baptist Chapel.	0	0	2	Occupier, Thomas Roberts, Year to Year.	0	1	0			
Parcel of Land called New Inclosure, Part of the Beacon, Newquay.	1	1	36	Lease for 99 Years absolute; Lessee, Josias Sleeman.	-	-	-	1	5	0
Parcel of Land lately called the Cannon Pit Plot, now a Garden adjoining the Baptist Chapel.	0	2	17	Occupier, Josias Sleeman, Year to Year.	3	0	0			
Fish Cellars and Premises, called the Active Cellars, situate near the Quay, Newquay.	0	2	14	Occupiers, Stevens and Co., Year to Year.	15	0	0			
House and Garden near the Old Wesleyan Chapel, at Newquay.	0	0	10	Lease for 99 Years, One Life; Lessee, Robert Sleeman.	-	-	-	0	2	6
House or Store used as a Corn Store, near the Quay, Newquay.	0	0	2	Occupiers, Messieurs Seaton and Bryant, Year to Year.	3	0	0			
Dwelling House or Inn called the New Inn, with the Garden, Stables, Brewhouse, Barn, Mowhay, Outhouses, and Three Meadows or Inclosures of Land, Newquay.	6	1	25	Occupier, William Sims, Year to Year.	35	0	0			
Piece of Land called New Inclosure, near the High Road leading from Newquay to Trethellan.	2	0	7	Occupier, William Tummon, Year to Year.	1	12	0			
Piece of Land or New Inclosure adjoining the Baptist Chapel, and the Four Cottages built thereon, Newquay.	0	0	15	Lease for 99 Years absolute; Lessees, Representatives of Thomas Teague.	-	-	-	0	11	0
Dwelling House near the Road leading from Fore Street to the Quay, Newquay.	-	-	-	Occupier, Richard Trevithick, Year to Year.	5	5	0			
House and Garden in Fore Street, Newquay.	0	0	20	Lease for 99 Years absolute; Lessee, William Vivian.	-	-	-	0	7	6
Chapel called the Old Wesleyans' Chapel, Newquay.	0	0	12	Occupier, John Cotton. (In dispute between the Conference Party and the Reformers. The Lease has been given up by the former to Mr. Meredith.)	0	5	0			
Parcel of Ground adjoining the Bark House, Newquay, and 20 Cottages or Dwelling Houses built thereon.	1	0	25	Lease for 99 Years absolute; Lessees, Thomas Wilton and John Wilton.	-	-	-	1	0	0
Fish Cellars and Premises called the Toby Cellars, near the Red Lion Inn, Newquay.	0	0	30	Lease for 99 Years absolute; Lessees, Nicholas White and others.	-	-	-	1	12	0

Treffry's Estate Act, 1853.

NEWQUAY—continued.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventiory Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Fields called the Higher and Lower Long Closes, situate near the Wesleyan Chapel, Newquay.	5	1	25	In possession	} 15	0	0			
Field called Sandy Close, Newquay, adjoining the Road leading to Trethellan.	1	3	0	Do.						
The Closes of Land called Sheepwalk Fields, Newquay.	7	1	27	Do.						
Lower Stephen's Field	3	3	5	Do.						
Middle Stephen's Field	1	1	39	Do.						
Higher Stephen's Field	0	2	7	Do.						
These Lots are principally coarse and waste Land.										
All that Parcel of Ground called Sandy Park, situate near Newquay.	-	-	-	Lease for Lives ; Lessee, William Carrivick.	-	-	-	0	2	6
All that Parcel of Land at Newquay, late a new Inclosure.	-	-	-	Occupier, John Tinney, late William Gummoë, Year to Year.	2	10	0			

SAINT COLUMB MINOR, NEWLYN, AND SAINT COLUMB MAJOR.

The Tenement called Narrow Clift otherwise Wheal Narrow Tenement, situate at Tolcarne, near Newquay, in the Parish of St. Columb Minor.	10	2	29	Occupier, George Burt, Year to Year.	22	1	0			
Two Fields called Hay Ground, near Quintral Downs in St. Columb Minor.	7	0	0	Jonathan Salmon, Year to Year.	5	0	0			
All that Parcel of Ground called the Crown Land, situate near the Mine Field herein-before mentioned, Part of the Trethellan Estate, St. Columb Minor.	6	2	0	Occupier, John Michell, Year to Year.	5	5	0			
All that Messuage, Tenement, and Farm situate or called Trencreek in the said Parish of St. Columb Minor.	32	0	0	Occupier, Thomas Libby, Year to Year.	40	0	0			
All that Meadow or Close of Land called Tippets Moor, situate at or near East Wheal Rose, Newlyn.	0	2	0	Occupier, Philip Tippet, Year to Year.	0	15	0			
A small Garden situate near the Par and Newquay Railway in St. Columb Major.	-	-	-	Occupier, Joseph Osborn, Year to Year.	0	10	0			
Plot of Ground on the Cliff adjoining the Railway, and Part of John Cardall's Meadow, situate near Newquay, St. Columb Minor.	0	0	25	Occupier, Benjamin Burt, Year to Year.	0	10	0			

Treffry's Estate Act, 1853.

NEWQUAY RAILWAY.

All that Rail or Tram Road constructed or in course of Construction under and by virtue of the Powers and Authorities vested in the Testator, Joseph Thomas Treffry, his Heirs and Assigns, by the said Act of Parliament passed in the Seventh Year of the Reign of Her present Majesty, which Rail or Tram Road commences at or near Towan Head in the Parish of Saint Columb Minor, adjoining the said Newquay Harbour, passes from, through, or into the several Parishes of Saint Columb Minor, Colan, Saint Columb Major, and Saint Dennis, and terminates at or near Gonnamaroes in the Parish of Saint Stephen's in Branwell, all in the said County of Cornwall, together with a Branch Rail or Tram Road out of the said last-described Rail or Tram Road, commencing at or near Trencreek in the said Parish of Saint Columb Minor, passing from, through, or into the Parish of Newlyn, and terminating on the Newlyn Downs at or near East Wheal Rose Mine in the said Parish of Newlyn, all in the said County of Cornwall; and also all those the Lands forming the Site of the said Rail or Tram Road and the Branches thereof, or lying adjacent thereto, and held therewith; and also all, and singular the Stations, Offices, Sidings, Depôts, Erections, Buildings, and other Works, Rights, Members, and Appurtenances to the said Rail or Tram Road, and the Branches thereof, Hereditaments and Premises, belonging or appertaining; of all which last-mentioned Hereditaments and Premises the Testator Joseph Thomas Treffry was seised for an Estate of Inheritance in Fee Simple in possession, subject to certain Charges thereon, but the Value of which cannot at present be correctly estimated; not to be sold or exchanged.

PAR PROPERTY.

Building or other Leases may be granted of all or any of the following Hereditaments usually designated the Par Property.

All and singular the Hereditaments called and known by the Names of the Par Harbour, Canal, and Railway, together with the several Pieces or Parcels of Land or Ground forming the Site and appurtenant thereto, and all Rights, Licences, and Liberties held in connexion therewith; which said Hereditaments, Pieces or Parcels of Land or Ground, Rights, Licences, or Liberties, are situate in or are exercisable within the several Parishes, Townships, Liberties, Precincts, or Places of Par, Saint Blazey, Tywardreath, Llanlivery, Luxulyan, and Saint Austell, some or one of them, in the County of Cornwall (except a Part of the Beach, which is extra-parochial); together with the Stations, Offices, Harbours, Breakwater, Piers, Wharfs, Docks, Canal, Railways, Tramroads, Inclined Planes, Viaduct, Bridges, Smelting Works, Depôts, Erections, Buildings, and other Works, erected, formed, and in existence in, upon, or about the same Hereditaments and Premises; of all which Hereditaments and Premises the Testator Joseph Thomas Treffry was seised for an Estate of Fee Simple and Inheritance in possession, subject to certain Charges thereon, and the same are of the estimated

Treffry's Estate Act, 1853.

mated annual Value of Five thousand Pounds, and are designated the Par Property. The foregoing Property, designated the Par Property, is not to be sold or exchanged, excepting so far as the same or any Part thereof may be required by or for the Cornwall Railway Company, under the Powers of the existing Act or Acts of Parliament for incorporating or giving Powers to the said Company. And also the several other Messuages, Dwelling Houses, and other Hereditaments situate in the several Parishes of Saint Blazey and Tywardreath, and contiguous to Par aforesaid, whereof the Testator Joseph Thomas Treffry was so seised, comprising the following Particulars :

SAINT BLAZEY.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.

Building or other Leases may be granted of all or any of the following Hereditaments :

1. A Dwelling House, Shop, Curtilage and Garden, situate in Captain's Row, at Par, in the Parish of Saint Blazey, and also a small Garden situate opposite the Dwelling House.	0	0	14	William Best, Occupier from Year to Year.	18	3	0			
2. A Dwelling House, Shop, Curtilage and Garden, in Captain's Row aforesaid.	-	-		Benjamin Tenny, do.	10	0	0			
3. A Dwelling House, Curtilage and Garden, in Captain's Row aforesaid.	-	-		William Ashton, do.	8	0	0			
4. A Dwelling House, Curtilage and Garden, in Captain's Row aforesaid.	-	-		Joseph Ellery, do.	8	0	0			
5. A Dwelling House, Curtilage and Garden, in Captain's Row aforesaid.	-	-		Dennis Sullivan, do.	8	0	0			
6. A Dwelling House, Curtilage and Garden, in Captain's Row aforesaid.	-	-		William Toms, do.	7	0	0			
7. A Dwelling House, Curtilage and Garden, in Captain's Row aforesaid.	-	-		John Symonds, do.	7	0	0			
8. A Dwelling House, Curtilage and Garden, in Captain's Row aforesaid.	-	-		John Jory, do.	7	0	0			
(All the above last-mentioned Dwelling Houses, excepting No. 1, have been erected on the Site of Property formerly held by John Tregaskis, and built since Mr. Treffry's Decease.)										
All that Dwelling House used as a Beerhouse, with the Brewhouse, Stable, and Yard adjoining, and a Garden near the same, in the Parish of Saint Blazey.	0	0	13	Jonathan Hoal, Occupier, from Year to Year.	22	0	0			

Treffry's Estate Act, 1853.

SAINT BLAZEY—continued, AND TYWARDREATH.

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.	Conventional Rent.
	A. R. P.		£ s. d.	£ s. d.
All that Messuage, Tenement, Farm, and Lands at or called Porth in the Parish of Saint Blazey, with Agricultural Buildings thereon, and Appurtenances.	24 0 0	John Ashton, do. - -	40 0 0	
All that Dwelling House situate near the old Limekiln at Par in the Parish of Saint Blazey aforesaid.	- -	Joseph Waters, do. -	4 0 0	
All that other Dwelling House adjoining the last-mentioned House at Par aforesaid, in Saint Blazey.	- -	William Richards, do. -	4 10 0	
All that Limekiln, with the Plot of Land adjoining, on the East Side of the Road leading from Par Bridge to Par in Saint Blazey.	- -	In possession and unused.		
All that Piece or Plot of Ground formerly a Wastrel, but now inclosed, situate on the West Side of the Road leading from Par to Par Bridge.	- -	In possession - -	0 15 0	
All that Dwelling House and Garden situate on the Bank above the Road leading from Par Bridge to Par in Saint Blazey aforesaid.	- -	William Yeoman, Lessee; Lease for Lives.	- - -	1 10 0
All that other Dwelling House and Garden situate North of the said last-mentioned Dwelling House in Saint Blazey aforesaid.	- -	John Veale, Lessee; Lease for Lives.	- - -	1 0 0
All that Shop or Building used as a Cooper's Shop, situate in the Wharf, formerly a Beach, at Par, and extra-parochial.	- -	Charles Inch, Occupier, from Year to Year.	8 0 0	
All that Part or Parcel of a Shed or Building used as a Store, also situate on the Wharf at Par aforesaid, and likewise extra-parochial.	- -	Edward Pearce, do.	7 0 0	
All that Limekiln, with the Storehouses, Yard, and Appurtenances, situate near Saint Blazey Bridge in the Parish of Tywardreath in the said County.	- -	In possession - -	50 0 0	
All that Dwelling House, Brewhouse, Stables, Curtilage and Garden, with the Appurtenances, situate at or near Par Green in the said Parish of Tywardreath, and held for a Term of 99 Years, determinable with Lives.	- -	Philip Crews, Occupier, from Year to Year.	16 0 0	

*Treffry's Estate Act, 1853.*SAINT BLAZEY AND TYWARDREATH—*continued.*

Description of Property.	Estimated Quantity.	Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.	Conventional Rent.
	A. R. P.		£ s. d.	£ s. d.
All those Three several Fields or Closes of Land called respectively Park Roe, Two Park Roe, and Blowinghouse Moor, situate at Biscovey in the said Parish of St. Blaze.	6 1 18	William Tregay, do. -	15 0 0	
All that Meadow called Park Roe, situate at Biscovey in the said Parish of St. Blaze.	2 0 37	William Hill, do. - -	2 0 0	
All that Field or Close of Land called East Lane Field, situate at Biscovey aforesaid.	3 2 8	Benjamin Tinney, do. -	9 0 0	

SPIT TENEMENT, held for the Residue of 150 Years.

A Dwelling House, Part of certain Cellars situate at or called Spit Tenement in the Parish of St. Austell.	- -	Matthew Doney, Occupier from Year to Year.	6 0 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	William Moon, do. do.	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	Grace Endean, do. do.	3 10 0	
Garden adjoining and North of Spit Fields.	0 0 8	Do. do. do.		
Another Dwelling House, situate at or called Spit aforesaid.	- -	John Crocker, do. do.	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	James Goad, do. - -	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	Alexander Bone, do. -	6 0 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	William Endean and Co., do.	3 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	William Matthews, do. -	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	William Ham, do. -	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	William Bartlett, do. -	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	Joseph Alfred, do. - -	4 10 0	
Another Dwelling House, situate at or called Spit aforesaid.	- -	Mark Jago, do. - -	4 10 0	

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10 u

*Treffry's Estate Act, 1853.*SPIT TENEMENT—*continued.*

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
All that Field or Inclosure of Land called the Moor, situate at Par, and being on the Left Side of the Road leading from Par aforesaid to Biscovey. This is not a Part of Spit, but is Freehold. The Moor is made up of several Parcels exchanged with and bought of Colonel Carlyon, Messrs. Rogers, and others. The Three Fields mentioned below are Part of Spit.	10	0	6	In possession - -	15	0	0			
All that Road comprised within the Two newly erected Walls leading Westward from the Stop Gate to Par aforesaid.	0	2	3	Used as the Highway to Par.						
All that Field or Inclosure of Land situate at Spit in the Parish of St. Austell, and known by the Name of the Outer Field.	6	0	0	- - - -						
Another Field or Inclosure of Land situate at Spit aforesaid, and known by the Name of the Inner Field.	2	2	32	In possession - -	15	0	0			
Another Field or Inclosure of Land situate at Spit aforesaid, and known by the Name of Hexts Porth.	1	3	32	In possession - -						
All that Dwelling House called the Stop Gate House at Par.	0	0	2	Thomas Langdon, Occupier from Year to Year.	2	0	0			
All that Candle Manufactory, commonly called the Chandlery, situate at or called Spit in the Parish of St. Austell aforesaid, with the Warehouses, Cellars, Stable, and Yard adjoining, and belonging or now in the Possession of the said James Henry Meredith, together also with the Dwelling House, also situate at Spit aforesaid, now occupied by Samuel Moss, as Manager of the said Chandlery under the said James Henry Meredith.	-	-	-	In possession - -	40	0	0			

Treffry's Estate Act, 1853.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
SAINT AUSTELL.										
The Messuage, Tenement, and Farm called Newton, situate in the Parish of St. Austell in the County of Cornwall, with the Commons and Appurtenances.	61	3	7	William Rowse, Occupier from Year to Year.	31	0	0			
Dwelling House and Garden situate at Newton aforesaid.	5	3	4	George D. Cobbledick, Lessee; Lease for Lives.	-	-	-	2	0	0
All those Two Fields or Closes of Land situate at Newton aforesaid.	-	-	-	George D. Cobbledick, Occupier from Year to Year.	3	0	0			
All that Watercourse or Stream of Water at or flowing through Newton aforesaid called Screeda Water, with the Bed thereof, and Two China Clay Pans.	-	-	-	Rebecca Martyn, do. do.	7	0	0			
All that Pool of Water, with the Bed thereof, situate at Newton aforesaid.	-	-	-	George Andrew, do. do.	1	0	0			
House at Molinis in the said Parish of St. Austell, used as a Storehouse.	-	-	-	Samuel Robins, do. do. -	7	0	0			
A Moiety of all those Tors or Granite Works called Carn Grey, situate in the said Parish of St. Austell, held under Lease from the Duchy of Cornwall for the Residue of an unexpired Term of Years, at the yearly Rent of £66 13s. 4d.	-	-	-	In possession.						
All that Cottage, Garden, and Inclosure at Lavreen in the said Parish of St. Austell.	-	-	-	William Allen, Occupier from Year to Year.	1	13	0			
All that Cottage and Three Inclosures of Land situate at Lavreen in the Parish of St. Austell aforesaid (held on Lease for Lives).	-	-	-	Thomas Martin, do. do. -	2	10	0			
All that Piece of Waste Ground at Hallow aforesaid, now used for Clay Pans.	-	-	-	Rebecca Martin, do. do.	1	5	0			

Treffry's Estate Act, 1853.

COLCURROW IN LANLIVERY.

All those Granite Rocks or Tors known as the Colcurrow Granite Quarries, situate in the Parish of Lanlivery in the County of Cornwall, with the Appurtenances thereto belonging, of which the Testator Joseph Thomas Treffry was seised for an Estate of Inheritance in Fee Simple in possession, subject to certain Charges thereon, and which are of the estimated annual Value of One thousand Pounds.

WATERCOURSE TO FOWEY CONSOLS.

All that the Leat Channel, or Watercourse known as the Watercourse to the Fowey Consols Mine, situate in the several Parishes of Luxulyan, Lanlivery, and Tywardreath, all in the said County of Cornwall, to which the said Testator Joseph Thomas Treffry was entitled for the Residue of a Term of Ninety-nine Years, determinable on the Death of a Person now aged about Fifty-two Years, subject to the Payment of the yearly Rent of Four hundred and twenty Pounds, and, subject thereto, is of the estimated annual Value of One thousand two hundred Pounds,

HENDRA AND TRELAVER PROPERTY.

All those Three undivided Fourth Parts or Shares of and in the Common called Hender otherwise Hendra Common, and of the Mines and Minerals therein, situate in the Parish of Saint Dennis in the County of Cornwall, with their Rights, Members, and Appurtenances thereto belonging, of certain Portions whereof the Testator Joseph Thomas Treffry was seised for an Estate of Inheritance in Fee Simple in possession, and to certain other Portions of which he was entitled for the unexpired Residues of certain long Terms of Years, subject, as to the whole, to certain Charges thereon, and the same are of the estimated annual Value of Three hundred Pounds.

Also all that One undivided Fourth Part or Share of and in the Common called Trelaver Common, situate in the Parish of Saint Stephen's in Branwell in the said County of Cornwall, whereof the Testator Joseph Thomas Treffry was seised for an Estate of Inheritance in Fee Simple in possession, subject to certain Charges thereon, and the same is of the estimated Value of Fifty Pounds.

Also all that One undivided Moiety of a certain Pair of Tin Work Bounds, situate in, upon, and over the Hender or Hendra Common aforesaid, whereto the Testator Joseph Thomas Treffry was entitled according to the Laws, Customs, and Usages of the Stannary of Blackmore in the said County of Cornwall, and the Value of which cannot now be ascertained,

Treffry's Estate Act, 1853.

SAINT DENNIS AND WITHIEL.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
Dwelling House and Plot of Ground called the Meadow, situated at Hendra in the said Parish of St. Dennis.	0	3	32	Joseph Martyn, Occupier from Year to Year.	5	5	0			
Dwelling House and Land called Hendra Lane, and Tenement situate at Hendra in the said Parish of St. Dennis. (The last-mentioned is Leasehold for a Term of 999 Years.)	-	-	-	Do. - - -	5	0	0			
Dwelling House, with the same, as above, at Hendra aforesaid, lately occupied by John Bilkey.	0	3	23	Do. - - -	3	0	0			
The Field or Close of Land called the Great Garden, situate at Hendra aforesaid, lately occupied by John Varcoe the younger.	0	2	10	Do. - - -	1	10	0			
All that Piece of Land adjoining the Great Garden (No. 1,159 on Tithe Map.)	0	0	11	In possession - -	0	1	0			
Dwelling House and Field called Hendra Lane Tenement, situate at Hendra aforesaid. (Leasehold for a Term of 999 Years.)	0	3	37	James Bonetto, Occupier from Year to Year.	7	0	0			
Dwelling House and Garden situate at Hendra Prazey in the said Parish of St. Dennis.	0	0	13	Jonathan Stephens, do. do.	3	0	0			
All those Two Fields and a Moor at Hendra Prazey in the said Parish of St. Dennis.	6	2	20	John Varcoe, do. do. -	18	0	0			
Dwelling House at Hendra Prazey in the said Parish of St. Dennis.	0	0	20	John Key, do. do. -	2	10	0			
Dwelling Houses and Meadows or Closes of Land called the Moor, Potatoe Moor, and the Little Moor, at Hendra Prazey aforesaid.	2	0	12	Mary Varcoe, do. do. -	6	0	0			
Dwelling House and Garden at Hendra, formerly occupied by Thomas Bonetto.	0	0	10	James Cundy, do. do. -	3	0	0			
The Messuage, Tenement, and Farm called Retire, situate in the Parish of Withiel in the County of Cornwall, with the Appurtenances.	45	0	27	John Jory, do. do. -	28	0	0			

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[10 b]

Treffry's Estate Act, 1853.

WITHIEL, LANIVET, LUXULYAN, AND ROCHE.

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£.	s.	d.	£.	s.	d.
All that Iron Mine situate at or called Retire, with the Sheds and Buildings thereon, and also all that Quarry for Porphyry, likewise situate at Retire aforesaid, with the Appurtenances. The Mine would be let on Dues of 1s. 6d. per Ton. It is capable of raising 1,000 Tons per Month, and would probably realize 700l. per Annum; but this is a fluctuating Property.	2	0	0	In possession	700	0	0			
The Tenement called Tremore Bridge, Parcel of the Estate of Retire, situate in the said Parish of Withiel.	8	1	27	Frederick John Julyan, Occupier from Year to Year.	11	0	0			
All that the divided Part or Portion of the Messuage, Tenement, Farm, and Lands called Higher Woodleigh, situate in the Parish of Lanivet in the said County, with the Appurtenances.	50	1	26	Samuel Solomon, Lessee. Lease for Lives.	-	-	-	0	15	4
All that other divided Part or Portion of the said Messuage, Tenement, Farm, and Lands called Higher Woodleigh, situate in the said Parish of Lanivet.	66	1	23	Do.	-	-	-	0	16	0
All those Seven Parts in Twelve (the whole into Twelve Parts being considered as divided) of and in the Messuage, Tenement, and Mill called Lanivet Mill, situate at Lanivet aforesaid.	0	3	6	Richard Sowden, Occupier from Year to Year.	12	16	8			
Also all those Seven Twelfths of all that Plot of Land called the Mill Plot Meadow, situate at Lanivet aforesaid.	3	0	0	William Thomas, do.	4	0	0			
The Messuage, Tenement, and Farm, called Gredlow otherwise Greedy, situate in the Parish of Luxulyan (held for a Term of 99 Years, determinable on Three Lives).	119	2	22	Samuel Anstey, do. from Year to Year.	44	0	0			
All that Part or Parcel of the Tenement called Gattys, together with Curtilage, Garden, Outhouses, and other Appurtenances, situate in the aforesaid Parish of Luxulyan.	1	2	0	Jonathan Rundle, do.	6	10	0			

*Treffry's Estate Act, 1853.*LUXULYAN AND ROCHE—*continued.*

Description of Property.	Estimated Quantity.			Lessee or Occupier, and Tenure.	Rackrent or estimated annual Value.			Conventional Rent.		
	A.	R.	P.		£	s.	d.	£	s.	d.
All that other Part or Parcel of the aforesaid Tenement called Gatty's.	-	-	-	Alexander Warne, do. do.	3	10	0			
All that the Granite Tors and Right to mine for Granite in the Moor called Grediow or Greedy Moor, in the said Parish of Luxulyan (in Fee).	-	-	-	In possession.						
The Messuage or Tenement situate at or called Hallow in the Parish of Roche, with the Appurtenances.	11	2	1	Elias Pascoe, Occupier from Year to Year.	12	0	0			
Dwelling Houses and Garden, and Closes of Land called Westdown Park, and Rough Pasture, situate near the Victoria Inn in the said Parish of Roche.	5	0	23	Thomas Dyer, do. do. -	2	15	0			
Dwelling House situate at Victoria in the said Parish of Roche.	-	-	-	John Anstis, do. do. -	1	10	0			
All those Three Plots or Parcels of Ground called Back Fields, situate at Trenower in the said Parish of Roche, and inclosed Wastrel held therewith (No. 1,375, Tithe Map).	4	1	4	William Jory, do. do. -	1	1	0			
All that Piece of Common or uninclosed Ground called Trenower Common in the said Parish of Roche (No. 1,292 on Tithe Map). This is a mere Commonable Right with others, and cannot be ascertained at more than 10s. per Annum.	8	1	19	In possession - -	0	10	0			
All that small Piece or Parcel of Land being a Part of Bridge Close situate in the said Parish of Roche. (Rent not yet fixed. Worth about £4 or £5 per Annum.)	-	-	-	Joseph Robins - -	0	14	0			

J. H. Meredith.

