



ANNO VICESIMO SECUNDO & VICESIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 5.

An Act for effecting a Partition of the Landed Estates of *Josiah Robins* deceased in and near to *Birmingham* and elsewhere, and for facilitating the Erection and Endowment of a Church thereon, and for authorizing the Application of Moneys, subject to the Trusts of his Will, towards the Expenses of making Bridges for the Benefit of Parts of his Estates; and for other Purposes.

[13th August 1859.]

WHEREAS by Indentures of Lease and Release, dated respectively the Twentieth and Twenty-first Days of *October* One thousand eight hundred and thirteen, the Indenture of Release between *Edward Finch Hatton* and *William Grant* of the First Part, the Honourable *Charles Finch* and *Charles Wynne Griffith Wynne* of the Second Part, and *Josiah Robins* and *Ebenezer Robins* of the Third Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with a Limitation to the Use of a Trustee for him during his Life, with Remainder to the Use of the Heirs and Assigns of *Josiah Robins*: And whereas by Indentures

[Private.]

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of Indentures dated 2d and

Indentures dated 20th and 21st October 1813.

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3d April
1819.

Indentures
dated 24th
and 25th
March 1829.

Indentures
dated 26th
and 27th
February
1819.

Indentures
dated 16th
and 17th
January
1820.

Indentures
dated 28th
and 29th

of Lease and Release, dated respectively the Second and Third Days of *April* One thousand eight hundred and nineteen, the Indenture of Release between *Matthias Attwood* of the First Part, *Henry Piddocke Whately* of the Second Part, *Josiah Robins* of the Third Part, and *Ebenezer Robins* of the Fourth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and twenty-nine, the Indenture of Release between *Phillips Deakin* and *Joseph Wainwright Hodgetts* of the First Part, *Edward Kempson* of the Second Part, *Richard Fowler* of the Third Part, *Samuel Heycock* of the Fourth Part, *Josiah Robins* of the Fifth Part, and *John Bickerton Williams* of the Sixth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of the Heirs and Assigns of *Josiah Robins*: And whereas by Indentures of Lease and Release, dated respectively the Twenty-sixth and Twenty-seventh Days of *February* One thousand eight hundred and nineteen, the Indenture of Release between *John Thornton*, *Alexander Anderson*, *Charles Amyand Cornwall*, *Thomas Horncastle*, and *Richard Thornton* of the First Part, *Josiah Robins* of the Second Part, and *Cornelius Robins* of the Third Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins* and his Heirs, but subject to Limitations in favour of the Issue Male of *Heneage Legge* and *Wriothesley Digby* respectively, which have failed, as herein-after recited: And whereas by Indentures of Lease and Release, dated respectively the Sixteenth and Seventeenth Days of *January* One thousand eight hundred and twenty, the Indenture of Release between *John Craig* and *James Craig* of the First Part, *John Wynne Pughe* of the Second Part, *Josiah Robins* of the Third Part, and *John Bickerton Williams* of the Fourth Part, the Hereditaments therein described were (subject to Two several Terms of One thousand Years and Two thousand Years, and to the Trusts thereof respectively, if the same should take effect,) assigned or surrendered to be limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Twenty-eighth and Twenty-ninth Days of *September* One

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One thousand eight hundred and twenty, the Indenture of Release between *Heneage Legge* of the First Part, *Josiah Robins* of the Second Part, and *Cornelius Robins* of the Third Part, the Hereditaments therein described were (subject to Limitations in favour of the Issue Male of *Heneage Legge* and *Wriothesley Digby* respectively, which have failed, as herein-after recited,) limited at Law to the Use of *Josiah Robins*, his Heirs and Assigns, and in Equity to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins*, and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by an Indenture, dated the Thirtieth Day of *September* One thousand eight hundred and twenty, between *Josiah Robins* of the First Part, *Heneage Legge* of the Second Part, and *Henry Eyres Landor* of the Third Part, the Hereditaments therein described were demised to *Heneage Legge* for a Term of One thousand Years, by way of Mortgage, to secure Seven thousand five hundred Pounds and Interest: And whereas all Principal Money and Interest secured by that Indenture have been paid off, and that Term has been assigned or surrendered to be merged in the Freehold and Inheritance of the mortgaged Hereditaments, as appears by an Indenture, dated the First Day of *July* One thousand eight hundred and twenty-seven, between *Henry Legge* and *Henry Hugh Holbeck* of the First Part, *Anthony Chester* of the Second Part, and *Henry Eyres Landor* of the Third Part, and an Indenture, dated the Third Day of *June* One thousand eight hundred and thirty-four, between *Anthony Chester* of the one Part, and *Charles Edward Radclyffe*, *William Brown*, and *George Brown* of the other Part, and an Indenture, dated the Eighteenth Day of *August* One thousand eight hundred and fifty-one, between *Charles Edward Radclyffe*, *William Brown*, and *George Brown* of the one Part, and *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins* of the other Part: And whereas by Indentures of Lease and Release, dated respectively the Fifth and Sixth Days of *September* One thousand eight hundred and twenty-three, the Indenture of Release between *John Thornton*, *Alexander Anderson*, *Thomas Horncastle*, and *Richard Thornton* of the First Part, *Josiah Robins* of the Second Part, *Cornelius Robins* of the Third Part, *Thomas Bartrum* of the Fourth Part, and *John Greaves* of the Fifth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns, but subject to Limitations in favour of the Issue Male of *Heneage Legge* and *Wriothesley Digby* respectively, which have failed, as herein-after recited: And whereas by Indentures of Lease and Release, dated respectively the Twenty-eighth and Twenty-ninth Days of *May* One thousand eight hundred and twenty-four, the Indenture of Release between *John Thornton* and *Stephen Lushington*

September
1820.Indenture
dated 30th
September
1820.Indentures
dated 5th and
6th Septem-
ber 1823.Indentures
dated 28th
and 29th
May 1824.

of

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Indentures
dated 24th
and 25th
March 1826.

Indenture
dated 14th
April 1820.

Indentures
dated 9th
and 10th
January
1840.

Indenture
dated 8th
February
1845.

of the First Part, *John Thornton*, *Alexander Anderson*, *Thomas Horncastle*, and *Richard Thornton* of the Second Part, *Josiah Robins* of the Third Part, *Cornelius Robins* of the Fourth Part, *Thomas Bartrum* of the Fifth Part, and *John Greaves* of the Sixth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns, but subject to Limitations in favour of the Issue Male of *Heneage Legge* and *Wriothesley Digby* respectively, which have failed, as herein-after recited: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and twenty-six, the Indenture of Release between *Henry Eyres Landor* of the First Part, *Josiah Robins* of the Second Part, *Cornelius Robins* of the Third Part, *Walter Landor* of the Fourth Part, and *John Greaves* of the Fifth Part, Parts of the Hereditaments therein described were limited, subject to Limitations in favour of the Issue Male of *Heneage Legge* and *Wriothesley Digby*, which have failed, as herein-after recited, to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas *Heneage Legge* and *Wriothesley Digby* respectively died in the Year One thousand eight hundred and twenty-seven, without leaving Issue: And whereas by Indenture of Feoffment with Livery of Seisin, dated the Fourteenth Day of *April* One thousand eight hundred and twenty, between *Thomas Knowles* of the one Part, and *Abel Rollason* and *James Rollason* of the other Part, the Hereditaments therein described were limited to such Uses as *Abel Rollason* should appoint, and in default of Appointment to the Use of *Abel Rollason* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Abel Rollason*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Ninth and Tenth Days of *January* One thousand eight hundred and forty, the Indenture of Release between *Abel Rollason* of the First Part, *Charles Holte Bracebridge* of the Second Part, *Josiah Robins* of the Third Part, and *Cornelius Robins* of the Fourth Part, the same Hereditaments were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by an Indenture dated the Eighth Day of *February* One thousand eight hundred and forty-five, between *Abel Rollason* and *Charles Machin* of the one Part, and *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins* of the other Part, the Hereditaments therein described, and which, according to the Recitals therein,

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therein, had, under an Act of the Forty-first Year of *George* the Third, been theretofore allotted as a Parish Gravel Pit, and had then lately been ordered to be sold by the Surveyors of the Highways of the Parish as an exhausted Gravel Pit, and had been sold to *Josiah Robins* accordingly, were limited to the Uses by his Will herein-after recited of his devised Real Estate: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and twenty-eight, the Indenture of Release between *Henry Legge* and *Henry Hugh Holbeck* of the First Part, *Charles Chester*, *William Chester*, and *John Chester* of the Second Part, *Josiah Robins* of the Third Part, *Richard Fowler* of the Fourth Part, *Henry Eyres Landor* of the Fifth Part, and *John Bickerton Williams* of the Sixth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of the Heirs and Assigns of *Josiah Robins*: And whereas by an Indenture, dated the Twenty-eighth Day of *May* One thousand eight hundred and twenty-eight, between *Josiah Robins* of the First Part, *James Craig* of the Second Part, and *John Bickerton Williams* of the Third Part, the last-mentioned Hereditaments were conveyed to *James Craig* by way of Mortgage for securing Seven thousand two hundred and fifty Pounds, and by Indenture, dated the Eighteenth Day of *November* One thousand eight hundred and forty-seven, between *Alexander Samuel Craig* and *Robert Wallace Craig* (Executors of *James Craig*) of the First Part, *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins* of the Second Part, and *Charles Thornley*, *Henry Thornley*, and *John Henry Lees* of the Third Part, and by an Indenture, dated the Eighth Day of *July* One thousand eight hundred and fifty-six, between *Charles Thornley* and *Henry Thornley* of the one Part, and *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins* of the other Part, the Mortgage being paid off, those Hereditaments were conveyed to *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins*, their Heirs and Assigns, as the Trustees, as herein-after appearing, of the Will of the said *Josiah Robins*: And whereas by Indentures of Lease and Release, dated respectively the Twenty-sixth and Twenty-seventh Days of *December* One thousand eight hundred and thirty-two, the Indenture of Release between *John Buggins* and *Harry Smith* of the First Part, *John Buggins*, *William Buggins*, *James Buggins*, and *Thomas Buggins* of the Second Part, *Egerton Arden Bagot* of the Third Part, *Josiah Robins* of the Fourth Part, and *John Bickerton Williams* of the Fifth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by Indentures of Lease and Release,

Indentures
dated 24th
and 25th
March 1828.

Indenture
dated 28th
May 1828.

Indentures
dated 26th
and 27th De-
cember 1832.

Indentures
dated 7th

[Private.]

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Release,

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and 8th
September
1835.

Indentures
dated 28th
and 29th
September
1823.

Indentures
dated 10th
and 11th
December
1835.

Indenture
dated 25th
February
1824.

Indenture
dated 6th
November
1832.

Indenture
dated 24th
June 1836.

Indentures
dated 6th
and 7th
February
1839.

Release, dated respectively the Seventh and Eighth Days of *September* One thousand eight hundred and thirty-five, the Indenture of Release between *John Geast* of the First Part, *Josiah Robins* of the Second Part, *John Bickerton Williams* the younger of the Third Part, *Henry Hurly* of the Fourth Part, and *John Bickerton Williams* the elder of the Fifth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and twenty-three, the Indenture of Release between *John Bonas* and *Charles Walker* of the First Part, *John Yates* of the Second Part, *Augustus Barber* of the Third Part, and *Richard Barber* of the Fourth Part, the Hereditaments therein described were limited to Uses in favour of *Augustus Barber*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Tenth and Eleventh Days of *December* One thousand eight hundred and thirty-five, the Indenture of Release between *Augustus Barber* of the First Part, *Richard Barber* of the Second Part, *Josiah Robins* of the Third Part, and *Robert Fowler* of the Fourth Part, the same Hereditaments were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of the Heirs and Assigns of *Josiah Robins*: And whereas by an Indenture, dated the Twenty-fifth Day of *February* One thousand eight hundred and twenty-four, between *Isaac Spooner* and *William Spooner* of the First Part, *Abraham Spooner Lillingstone* and *Elizabeth Mary Agnes* his Wife of the Second Part, *Isaac William Spooner Lillingstone* of the Third Part, and *Richard Fowler* of the Fourth Part, the Hereditaments therein described were limited to the Use of *Richard Fowler*, his Heirs and Assigns: And whereas by an Indenture of Feoffment with Livery of Seisin, dated the Sixth Day of *November* One thousand eight hundred and thirty-two, between *Richard Fowler* of the First Part, *George Bodington* of the Second Part, and *William Fowler* of the Third Part, the same Hereditaments were limited to Uses in favour of *George Bodington*, his Heirs and Assigns: And whereas by an Indenture, dated the Twenty-fourth Day of *June* One thousand eight hundred and thirty-six, between *George Bodington* of the one Part, and *Ann Willmore* and *Mary Willmore* of the other Part, the same Hereditaments were demised to *Ann Willmore* and *Mary Willmore* for a Term of One thousand Years, by way of Mortgage, for securing Two hundred and fifty Pounds and Interest: And whereas by Indentures of Lease and Release, dated respectively the Sixth and Seventh Days of *February* One thousand eight hundred and thirty-nine, the Indenture of Release between

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between *George Bodington* of the First Part, *Ann Willmore* and *Mary Willmore* of the Second Part, *Richard Fowler* of the Third Part, *Josiah Robins* of the Fourth Part, and *Robert Gillam* of the Fifth Part, the same Hereditaments were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Eighth and Ninth Days of *March* One thousand seven hundred and eighty-six, the Indenture of Release between *Elizabeth Butler* of the one Part, and *Robert Mynors* of the other Part, the Hereditaments therein described were limited to the Use of *Robert Mynors*, his Heirs and Assigns: And whereas by an Award dated the Tenth Day of *October* One thousand eight hundred and four, and made under the Act of the Forty-first Year of *George* the Third, for the Inclosure of Lands in the Manors of *Erdington* and *Witton* in the Parish of *Aston-juxta-Birmingham*, the Hereditaments therein described were allotted to *Robert Mynors*: And whereas *Robert Mynors*, by his last Will and Testament in Writing, dated the Thirty-first Day of *August* One thousand eight hundred and five, and duly executed and attested as then required for devising Real Estate, and proved by the Executors thereof on the Tenth Day of *March* One thousand eight hundred and seven in the Prerogative Court of *Canterbury*, devised the Hereditaments therein described, subject to preceding Limitations, to *Robert Edward Eden Mynors*, therein called his eldest Son, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and forty, the Indenture of Release between *Robert Edward Eden Mynors* of the First Part, *Edward Johnstone* of the Second Part, *Josiah Robins* of the Third Part, and *John Bickerton Williams* the younger of the Fourth Part, the Hereditaments therein described were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by virtue of Indentures of Lease and Release, dated respectively the Eleventh and Twelfth Days of *April* One thousand eight hundred and twenty-three, the Indenture of Release between *Ann Heveningham* of the First Part, *William Lovatt* of the Second Part, and *William Grane* of the Third Part, and of a Common Recovery suffered in or as of *Hilary* Term in the Fourth Year of *George* the Fourth, wherein *William Lovatt* was Demandant, *William Grane* was Tenant, and *Ann Heveningham* was Vouchee, the Hereditaments therein described were limited to the Use of *Ann Heveningham*, her Heirs and Assigns for ever: And whereas by an Indenture of Statutory Release, dated the Twenty-eighth Day of *February*

Indentures
dated 8th
and 9th
March 1786.

Award
dated 10th
October
1804.

Indentures
dated 24th
and 25th
March 1840.

Indentures
dated 11th
and 12th
April 1823.

Indenture
dated 28th
February
1843.

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Indenture
dated 21st
April 1809.

Indenture
dated 21st
April 1809.

Indenture
dated 16th
February
1765.

Indenture
dated 7th
July 1810.

February One thousand eight hundred and forty-three, between *Jeremiah Wynn, John Bate Toovey, and Henry Heveningham*, who, as appears by the Recitals therein, were the then Trustees for Sale of the same Hereditaments under the Will of *Ann Heveningham*, then deceased, of the First Part, *Edward Heveningham* (therein described as Heir-at-Law of *Ann Heveningham*) of the Second Part, *Richard Sadler* of the Third Part; *Josiah Robins* of the Fourth Part, and *Josiah Yeomans Robins* of the Fifth Part, the same Hereditaments were limited to such Uses as *Josiah Robins* should appoint, and in default of Appointment to the Use of *Josiah Robins* and his Assigns during his Life, with Remainder to the Use of a Trustee for him during his Life, with Remainder to the Use of *Josiah Robins*, his Heirs and Assigns: And whereas by an Indenture of Lease, dated the Twenty-first Day of *April* One thousand eight hundred and nine, between *William Phillips Inge* of the one Part, and *Josiah Robins* of the other Part, the Leasehold Estate therein described was demised unto *Josiah Robins*, his Executors, Administrators, and Assigns, for the Term of Ninety-eight Years from the Twenty-fifth Day of *March* One thousand eight hundred and nine, subject to the Payment, Observance, and Performance of the yearly Rent, Covenants, and Provisoes in and by the same Indenture respectively reserved and contained: And whereas by another Indenture of Lease, also dated the Twenty-first Day of *April* One thousand eight hundred and nine, between *William Phillips Inge* of the one Part, and *Josiah Robins* of the other Part, the Leasehold Estate therein described was demised unto *Josiah Robins*, his Executors, Administrators, and Assigns, for the Term of Ninety-eight Years from the Twenty-fifth Day of *March* One thousand eight hundred and nine, subject to the Payment, Observance, and Performance of the yearly Rent, Covenants, and Provisoes in and by the same Indenture respectively reserved and contained: And whereas by an Indenture of Lease, dated the Sixteenth Day of *February* One thousand seven hundred and sixty-five, between *William Mansell* of the one Part and *James Day* of the other Part, the Leasehold Estate therein described was demised to *James Day*, his Executors, Administrators, and Assigns, for the Term of Two thousand Years from the Twenty-fifth Day of *March* One thousand seven hundred and sixty-five, subject to the yearly Rent, Covenants, and Provisoes in and by the same Indenture respectively reserved and contained: And whereas by an Indenture of Assignment, dated the Seventh Day of *July* One thousand eight hundred and ten, between *Mary Mynors* of the First Part, *Josiah Robins* of the Second Part, *Thomas Salt* of the Third Part, and *William Allcock* of the Fourth Part, wherein were recited divers Assignments of and Dealings with the same Leasehold Estate, which thereby appeared to be then vested in *Mary Mynors* for the then Residue of that Term of Years, she assigned the same Leasehold Estate to *Josiah Robins*, his Executors, Administrators, and Assigns, for the then Residue of the Term and Terms of Years therein, subject to the sam

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same yearly Rents, Covenants, and Provisoos, and also to Underleases : And whereas by an Indenture of Lease dated the Twenty-seventh Day of *January* One thousand eight hundred and twenty-seven, between *Wriothesley Digby* of the one Part, and *Josiah Robins* of the other Part, the Leasehold Estate therein described was demised unto *Josiah Robins*, his Executors, Administrators, and Assigns, for the Term of One hundred and twenty Years from the Twenty-fifth Day of *March* One thousand eight hundred and twenty-seven, subject to the yearly Rent, Covenants, and Provisoos in and by the same Indenture respectively reserved and contained : And whereas *Josiah Robins*, therein described as of *Aston Brook* in the Parish of *Aston* in the County of *Warwick*, Esquire, by his last Will and Testament in Writing, dated the Eleventh Day of *January* One thousand eight hundred and forty, and duly executed and attested, gave and devised to his Wife *Mary Jane*, his Daughter *Elizabeth Robins*, and his Son *Josiah Yeomans Robins*, all and every his Messuages, Lands, Tenements, and Hereditaments in *England* or in *Merionethshire* in *North Wales*, and all other his Freehold and Real Estates, whatsoever and wheresoever, of or to which he or any other Person or Persons in trust for him was or were seised or entitled, to hold the same unto and to the Use of *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins*, their Heirs and Assigns, according to the Nature and Quality thereof respectively, and he also gave and bequeathed all and every his Leasehold Estates, Lands, Tenements, Chattels, Tithes, Money, and Securities for Money, and all other his Personal Estate and Effects, (not thereby otherwise disposed of,) unto *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins*, their Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively, and he declared that his Real and Personal Estate was devised and bequeathed to *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts, Intents, and Purposes and with and under the Powers therein-after expressed, (that is to say,) upon trust for his Wife *Mary Jane* during her Widowhood, and from and after her Decease or her marrying again then upon trust that his Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, or Assigns of such Survivor, should absolutely sell and dispose of his Freehold, Leasehold, and Real and Personal Estates, (or such Part thereof as should not consist of Money,) either entirely and altogether or in Parcels, by Public Auction or Private Contract, for such Price or Prices as to the Trustees for the Time being should seem reasonable, and should stand and be possessed of the Money to arise from such Sale or Sales in trust for such of his Ten Children, namely, *Elizabeth*, *Anne*, *Jane Lucy*, *Josiah Yeomans*, *Eleanor*, *Susan Maria*, *Hannah*, *Sarah Catherine*, *Clara Alice*, and *Lydia*, as should be living at the Decease or Second Marriage of his Wife (which should first happen), and who should then have attained or should afterwards attain the Age of Twenty-one Years, Share and Share alike, and as to the Share of his

[*Private.*]

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Son

Indenture
dated 27th
January
1827.

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Son *Josiah Yeomans Robins*, for him, his Executors, Administrators, and Assigns, absolutely for his and their own Use and Benefit, and to be paid, assigned, and disposed of as he or they might direct, but in respect to the Shares or Share of his Daughters or Daughter in the Trust Moneys and Estates, it was his Will that his Trustees or Trustee for the Time being should lay out and invest the same on Government or Real Securities, or in the Purchase of Ground Rents, and alter, vary, or transfer all or any Part of the same when and so often as they or he or she should think fit, and stand and be possessed of the same upon trust that the Trustees or Trustee for the Time being should, during the Life of each respective Daughter, pay, apply, and dispose of the Interest, Rents, Dividends, and annual Produce of her respective Share into the proper Hands of such respective Daughter, for her sole and separate Use and Benefit, exclusively of any Husband whom she might marry, and without being in anywise subject to his Debts, Control, Interference, or Engagements, and the Receipt or Receipts of such respective Daughter for the same or any Part thereof should, whether she should be Covert or Sole, be an effectual Discharge for the Money therein mentioned to be received; and after the Decease of each respective Daughter her Share in the Trust Moneys, Ground Rents, Stocks, Funds, and Securities should remain and be in trust for all and every the Children and Child of such respective Daughter living at her Decease, to be divided between or amongst such Children, if more than One, in equal Shares as Tenants in Common, and if there should be but One such Child the whole to be in trust for that One or only Child, and if there should be no such Child then upon trust to release and assign, pay over, and dispose of the respective Share and Interest in the Trust Moneys, Ground Rents, Stocks, Funds, and Securities, together with the Interests, Dividends, Increase, and Produce thereof, unto such Person or Persons as such respective Daughter, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by her sealed and delivered, or by her last Will and Testament in Writing, or any Codicil or Codicils thereto, should, whether single or married, direct or appoint, and in default of such Direction or Appointment in trust for the Executors or Administrators of such Daughter respectively: Provided always, and he declared, that when his said Children should have become entitled to his said Property, or the Interest and Proceeds thereof, as aforesaid, in case they or their respective Executors or Administrators should agree among themselves as to a Division of any Part or Parts of his Real or Personal Estate, and should join and concur, and request, in Writing, his Trustees or Trustee for the Time being not to sell such Part or Parts of his Estate, it should be lawful for the Trustees or Trustee to make a Partition or Division of the same between and among his said Children, instead of resorting to a Sale or Sales under the Trusts aforesaid, and thereupon his Trustees or Trustee should release, convey, assign, or assure the Lands, Hereditaments, and

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and Real or Personal Estate agreed to be accepted by his Son *Josiah Yeomans Robins* in part of his Share or Interest in the Testator's Estate to *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, or Assigns, absolutely, according to the Nature of such Property, and should stand possessed of the Lands, Hereditaments, and Real or Personal Estate agreed to be accepted by his said Daughters in part of their Shares or Interests in his Estate, and the Rents, Issues, Proceeds, and Profits thereof, upon the same Trusts and for the like Intents and Purposes as were therein-before declared concerning their respective Shares of the Moneys arising from the Sale therein-before directed of his Real and Personal Estate and Effects: Provided also, and he thereby declared that it should be lawful for his Trustees, and the Survivors and the Survivor of them, and the Heirs, Executors, Administrators, or Assigns of such Survivor, from Time to Time, and at any Time thereafter during the Life of his Wife, by any Deed or Deeds duly executed, to demise or lease all or any Part of his Lands by way of Building Lease or Leases for any Term not exceeding Ninety-nine Years, to be computed from the making thereof, at such Rent as by his Trustees should be thought reasonable, and upon the usual Terms and Conditions of such Leases, and also to demise or lease all or any of the Lands, Messuages, Hereditaments, and Premises therein-before devised and bequeathed for any Term of Years not exceeding Twenty-one Years, to be computed from the making thereof, at such yearly Rent as they should think reasonable, and also, if it should appear desirable to his Trustees or Trustee for the Time being, during the Life of his Wife as well as afterwards, to effect a Sale of any Part of his Lands and Real and Personal Estate, in order to pay off any Mortgages or Charges upon the same or upon any other Part thereof, or to raise Portions for any of his Children upon their Marriage (which Portions should be considered as Part of their Share of his Estate), or if it should be considered desirable on any other Account to sell or dispose of any Part or Parts of his Estates, it should be lawful for the Trustees or the Survivors or Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, at their Discretion, to dispose of, either by way of absolute Sale or in Exchange for other Hereditaments to be situate in *England* or *Wales*, all or any Part of the Lands, Hereditaments, and Premises therein-before devised and bequeathed, for such Price or Prices in Money, or for such Equivalent in Lands, Buildings, or other Property, as to his Trustees should seem reasonable, and if made during the Lifetime of his Wife, the Proceeds of the Sales, or such Part not appropriated to the Purposes aforesaid, together with the Rents secured by the Leases, should be paid and payable to his Wife, and be held by her for Life with any other Property under that his Will: Provided always, and he thereby declared, that it should and might be lawful, in case of the Death of any or either of *Mary Jane Robins*, *Elizabeth Robins*, and *Josiah Yeomans Robins*, for the Survivors or Survivor of them, by any Deed or Deeds, Instrument or Instruments in Writing, to be by them, him, or her duly executed, to nominate, substitute, and appoint any
Person

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Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, and in addition to the surviving or continuing Trustee or Trustees, and thereupon all the Trust Estates, Moneys, and Premises, or such Part thereof as should be then vested in the Trustees for the Time being, should and might, with all convenient Speed, be conveyed, assigned, and transferred so that the same might be legally and effectually vested in the Person or Persons so to be appointed, together with the surviving or continuing Trustee or Trustees, as Occasion should require, to the Uses and upon the Trusts and with and under the Powers therein-before declared concerning the same, or such of them as should be then capable of taking effect, and the Person or Persons so to be appointed as aforesaid should have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they should be substituted; and he did thereby declare, that the Receipt or Receipts of his Trustee or Trustees for the Time being should be an effectual Release and Discharge for any Sum or Sums of Money which should become payable to them under or by virtue of the Trusts and Powers aforesaid, to any Purchaser or Purchasers of any Part of his Estate, or other Person or Persons paying the same, for so much Money as in such Receipt or Receipts should be expressed to be received, and after such Receipt or Receipts such Person or Persons should not be obliged to see to the Application thereof, or of any Part thereof, nor be obliged to inquire into the Necessity or Propriety of any Sale, Lease, Exchange, or other Transaction effected by his Trustees; and he appointed his Wife *Mary Jane*, his Daughter *Elizabeth Robins*, and his Son *Josiah Yeomans Robins*, Executors thereof: And whereas *Josiah Robins* died on the Twenty-third Day of *December* One thousand eight hundred and forty-four, without having in any Manner revoked or altered his recited Will, which was proved on the Twenty-fourth Day of *January* One thousand eight hundred and forty-five by the Executors thereof in the Prerogative Court of *Canterbury*: And whereas the Mortgages or Charges on the Testator's Estate which were subsisting at the Time of his Decease have been paid off, but Parts of his Real Estate are subject to an equitable Mortgage, dated the First Day of *February* One thousand eight hundred and fifty-nine, to *Henry Thornley*, for securing not exceeding Ten thousand Pounds and Interest: And whereas the Real and Personal Estates now subject to the Trusts of *Josiah Robins'* Will comprise the several Particulars specified in the Schedule to this Act annexed: And whereas the Testator had a Daughter, *Mary Robins*, who intermarried with *John Bickerton Williams* the younger, and who was his Second Daughter, but she died before the making of the Testator's Will: And whereas the Testator's Widow, *Mary Jane Robins*, did not marry after his Decease: And whereas *Elizabeth Robins*, the Testator's eldest Daughter, and *Eleanor Robins*, his Fifth Daughter, and *Susan Maria Robins*, his Sixth Daughter, (who had intermarried with *Abraham Burbery Herbert*,) respectively died during the Life of the Testator's Widow: And whereas the Testator's Widow died on the Twenty-seventh Day of *December* One thousand eight

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eight hundred and fifty-eight, leaving his Seven other Children her surviving, and they are all still living, and are respectively of full Age: And whereas *Anne Robins*, the Testator's Third Daughter, intermarried on the Seventeenth Day of *January* One thousand eight hundred and fifty with *Samuel Holland*, who is still living, but there is no Issue of their Marriage: And whereas *Jane Lucy Robins*, the Testator's Fourth Daughter, is a Spinster: And whereas *Josiah Yeomans Robins* is the Testator's only Son and Heir-at-Law: And whereas *Hannah Robins*, the Testator's Seventh Daughter, is a Spinster: And whereas *Sarah Catherine Robins*, the Testator's Eighth Daughter, intermarried on the Seventh Day of *February* One thousand eight hundred and fifty-three with *John Hillier Blount*, and there is Issue of their Marriage Four Children only, to wit, *Mary Catherine Blount*, *Charles Hubert Blount*, *Eleanor Maud Blount*, and *Godfrey Blount*, all of whom are Infants of tender Years: And whereas *Clara Alice Robins*, the Testator's Ninth Daughter, intermarried on the Eighth Day of *August* One thousand eight hundred and fifty-four with *Henry Parker* the younger, and there is Issue of their Marriage Two Children only, to wit, *Alice Clara Parker* and *Mary Elizabeth Parker*, both of whom are Infants of tender Years: And whereas *Lydia Robins*, the Testator's Tenth Daughter and youngest Child, is a Spinster: And whereas it would be advantageous to the Testator's now surviving Children and their Issue, that instead of his Landed Property being sold, and the Proceeds thereof divided according to the Trusts of his Will, a Partition thereof should be made, in accordance with the general Intent of the recited Proviso and Declaration in that Behalf in his Will contained, but it is doubted whether that Proviso and Declaration authorizes a Partition to be made at the Request of his now surviving Children, and even if that Doubt be not well founded the Powers and Provisions of the Will are insufficient for enabling any Share of the Testator's Landed Property, which on any such Partition might be allotted as the Share of any Daughter of the Testator, to be conveyed to a distinct Set of Trustees, with such Powers and Provisions as would be requisite for enabling the Share to be dealt with and enjoyed in the most beneficial Manner: And whereas the Population of the Parish of *Aston-juxta-Birmingham* is rapidly increasing, and there is a great and increasing Need of an additional Church in that Parish: And whereas the Testator during his Lifetime was desirous that a new Church should be built in that Parish, and offered to grant Part of his Land for the Purpose, and to head a Subscription for the Erection of the Church: And whereas there are Grounds for believing that if a Church were erected on Part of the Testator's Land in that Parish a District would forthwith be assigned to it: And whereas the Testator's now surviving Children, and the Husbands of such of them as are married Women, are desirous of giving Effect to what they know to have been his benevolent Intentions with respect to a new Church for that Parish, and they are desirous that in order thereto

[*Private.*]

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Robins's Estate Act, 1859.

Agreement
dated 14th
March 1859.

a proper and sufficient Part of his Land in that Parish should be appropriated for the Purpose, and they are willing to contribute amongst themselves at least Four thousand Pounds towards the Erection and Endowment of the new Church: And whereas Parts of the Testator's Lands near adjoining to the Town of *Birmingham* are separated by the *Birmingham and Fazeley* Canal, belonging to the Company of Proprietors of the *Birmingham* Canal Navigation, and the Testator's Lands near to the Canal would be increased in Value if Roads were carried across the Canal and Watercourses near thereto by means of a Bridge to be made across the Canal, and several Bridges to be made across the Watercourses, and the Canal Company are willing that such a Bridge shall be erected across the Canal: And whereas it is expedient that the Trustees of *Josiah Robins's* Will be authorized to contribute out of Trust Moneys subject to the Trusts of his Will towards the Expense of making the Bridges: And whereas the greater Part of the Landed Property of the Testator is well adapted for Building Purposes, and might be leased accordingly, with great Advantage to the Persons interested and to become interested therein under his Will: And whereas an Agreement, dated the Fourteenth Day of *March* One thousand eight hundred and fifty-nine, between *Josiah Yeomans Robins* of the First Part, *Samuel Holland* and *Anne* his Wife of the Second Part, *Jane Lucy Robins* of the Third Part, *Hannah Robins* of the Fourth Part, *John Hillier Blount* and *Sarah Catherine* his Wife of the Fifth Part, *Henry Parker* the younger and *Clara Alice* his Wife of the Sixth Part, and *Lydia Robins* of the Seventh Part, which has been submitted to Parliament, has been entered into between them, they being the now surviving Children of the Testator, and the Husbands of such of them as are married Women, with respect to the Appropriation of Part of the devised Estates in the Parish of *Aston-juxta-Birmingham*, being Part of the Hereditaments to which the Testator was entitled in Fee Simple, for the Purposes of an intended Church, including the Endowment thereof, and a Parsonage House and Schools in connexion therewith, and the Contribution of Four thousand Pounds towards the Expenses of the Erection and Endowment thereof, and with respect to the Patronage thereof, and with respect to the Appropriation of Trust Moneys subject to the Trusts of the Testator's Will towards the Expense of making Bridges over the Canal and Watercourses, and with respect to the Division into Lots, and the Partition accordingly of the Testator's Property, and the vesting of every Lot in a distinct Set of Trustees, with Powers for making Streets and Sewers, and for granting Building and other Leases, and for making Sale of the same, and with other usual Provisions: And whereas the Piece of Land which it has been so agreed to appropriate for the intended Church is specified in Part 4. of the Schedule, and is in this Act called "the Church Land," and being near the Centre of the *Aston Brook* Estate the Erection of a Church thereon would be beneficial to the Testator's Property: And whereas the Division

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so agreed on has been made in accordance with a Valuation by a competent Surveyor, and the several Lots to be taken accordingly by the now surviving Children of the Testator are specified in the Schedule to the recited Agreement of the Fourteenth Day of *March* One thousand eight hundred and fifty-nine, and comprise the Property specified in Parts 1. and 2. of the Schedule to this Act annexed: And whereas it is expedient that Effect be given to that Agreement by the several Provisions in that Behalf of this Act: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, *Josiah Yeomans Robins*, doth 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,

I. This Act may be for all Purposes cited as "*Robins's Estate Act*, Short Title. 1859."

II. From and after the passing of this Act, the Church Land specified in Part 4. of the Schedule to this Act annexed, with the Appurtenances, is by this Act vested in *Josiah Yeomans Robins* of *Allesley Park* in the County of *Warwick*, Esquire, *Ebenezer Robins* of *Birmingham* in the County of *Warwick*, Surveyor, *Samuel Holland* of *Plas-yn-Penrhyn* in the County of *Merioneth*, Esquire, *John Hillier Blount* of *Bagshot* in the County of *Surrey*, Doctor of Medicine, and *Henry Parker* the younger, of *Avenue Road, Regent's Park*, in the County of *Middlesex*, Gentleman, their Heirs and Assigns, (who, and the other Trustees from Time to Time of the Church Land or any Part thereof, are in this Act called the Church Trustees,) for ever, freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoes, Charges, Claims, and Demands whatsoever which by or under *Josiah Robins's* Will have been or shall be limited, created, declared, or expressed of or concerning or do or shall affect the same or any Part thereof, or any Share or Interest of or in the same, but upon trust to carry into effect the several Purposes of this Act with respect to the Church Land.

The Church Land in Part 4. of Schedule vested in the Church Trustees for Purposes of Act.

III. The Church Land shall be used and enjoyed and dealt with so as to secure the same for the Purposes of the intended Church and the Approaches thereto, and the Endowment thereof, and, if thought fit, a Parsonage House and Schools in connexion therewith, all such Arrangements to be subject to the Approval of the Bishop of the Diocese, and to such Consents, if any, as are legally requisite.

The Church Land to be dealt with for Purposes of intended Church.

IV. The Powers and Provisions of this Act with respect to Leases shall, if the Bishop of the Diocese, by Writing under his Hand and

Part of Church Land for

Episcopal

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Endowment
may be
leased under
Act.

Episcopal Seal, to be enrolled within Six Months after the Date thereof in the High Court of Chancery, so approve, extend and apply to such Part of the Church Land as is appropriated for the Endowment of the intended Church, but so that those Powers shall with respect to that Part of the Church Land be exercised by the Church Trustees, and those Powers and Provisions shall be construed and have Effect accordingly.

Interim
Rents of the
Church
Land to be
accumulated,
and added to
Endowment
Fund of
intended
Church.

V. The Rents and Profits of the Church Land, until it is taken and used for the Purposes of the intended Church, shall be received and taken by the Church Trustees, and, with the accruing Income from the Investments thereof, shall be invested by them in the Purchase by them in their Names of Consolidated Three Pounds *per Centum* Annuities, so as to form an accumulating Fund, and when the Endowment Fund of the intended Church is formed the accumulated Fund shall be added thereto, and invested as Part thereof, and shall be transferred by the Church Trustees accordingly.

Power for
the Church
Trustees to
make Ar-
rangements,
with Ap-
proval of
the Bishop.

VI. Before the Church is consecrated or used for the Purposes of Divine Service, the Church Trustees may enter into and carry into effect all such lawful Agreements and Arrangements as they think fit, and are approved by the Bishop of the Diocese, with respect to the Patronage of the intended Church, and with respect to any other Matters relating to the intended Church and the Church Land and the Church Trustees respectively.

Power for
Trustees of
Will to
apply Trust
Moneys to-
wards Ex-
pense of
Bridges.

VII. From Time to Time after the passing of this Act the Trustees of *Josiah Robins's Will* may apply any Parts of the Trust Moneys from Time to Time subject to the Trusts of his Will towards the Expenses of making any Streets and Sewers in any Parts of the devised Estates in and near to *Birmingham*, and in making any Bridge or Bridges over the *Birmingham and Fazeley Canal* and the Watercourses near thereto, but not exceeding One thousand five hundred Pounds for the Bridge over the Canal, or Five hundred Pounds for any other Bridge, or Five thousand Pounds in the whole.

Power for
Trustees of
Will to agree
with Canal
Company,
&c. as to
Bridges.

VIII. The Trustees of *Josiah Robins's Will* from Time to Time may enter into and carry into effect all such Agreements as they think fit with the Canal Company and others with respect to the making of any Bridge over the Canal, and any Bridges over the Watercourses, and any Approaches thereto respectively: Provided always, that no such Agreement shall contain any Term or Condition obligatory on the Trustees of the Will to which they are not under the general Provisions of this Act authorized to give Effect.

Lots in
Schedule
vested by

IX. From and after the passing of this Act, and by way of Partition of the Property of the Testator, *Josiah Robins*, Lot One to Lot Seven, both

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both inclusive, as specified in the Schedule to the recited Agreement of the Fourteenth Day of *March* One thousand eight hundred and fifty-nine, are by this Act vested as follows; that is to say, way of Partition.

Lot One in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns respectively, as the Trustees of that Lot:

Lot Two in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns respectively, as the Trustees of that Lot:

Lot Three in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns absolutely:

Lot Four in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns respectively, as the Trustees of that Lot:

Lot Five in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns respectively, as the Trustees of that Lot:

Lot Six in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns respectively, as the Trustees of that Lot:

Lot Seven in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns respectively, as the Trustees of that Lot.

X. The several Lots are by this Act so vested as follows; that is to say, Lots vested upon Trusts, &c. as if on Partition under Josiah Robins's Will.

Lot One in the Trustees thereof by way of Substitution for and to be held upon the same Trusts as the Share of *Josiah Robins's* Estate which, if a Partition of his Estate between his now surviving Children could be and were effected, under the recited Proviso and Declaration in that Behalf in his Will contained, would be the Share thereof allotted on the Partition for *Anne Holland* and her Children, if any, or her Appointees, Executors, or Administrators:

Lot Two in the Trustees thereof by way of Substitution for and to be held upon the same Trusts as the Share of *Josiah Robins's* Estate which, if a Partition of his Estate between his now surviving Children could be and were effected, under the recited Proviso and Declaration in that Behalf in his Will contained, would be the Share thereof allotted on the Partition for *Jane Lucy Robins* and her Children, if any, or her Appointees, Executors, or Administrators:

Lot Three in *Josiah Yeomans Robins*, his Heirs, Executors, Administrators, and Assigns absolutely:

Lot Four in the Trustees thereof by way of Substitution for and to be held upon the same Trusts as the Share of *Josiah Robins's* Estate which, if a Partition of his Estate between his now surviving Children could be and were effected, under the recited Proviso and Declaration in that Behalf in his Will contained, would be the Share thereof allotted on the Partition for *Hannah Robins* and her Children, if any, or her Appointees, Executors, or Administrators:

[*Private.*]

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Lot Five in the Trustees thereof by way of Substitution for and to be held upon the same Trusts as the Share of *Josiah Robins's* Estate which, if a Partition of his Estate between his now surviving Children could be and were effected, under the recited Proviso and Declaration in that Behalf in his Will contained, would be the Share thereof allotted on the Partition for *Sarah Catherine Blount* and her Children, or her Appointees, Executors, or Administrators:

Lot Six in the Trustees thereof by way of Substitution for and to be held upon the same Trusts as the Share of *Josiah Robins's* Estate which, if a Partition of his Estate between his now surviving Children could be and were effected, under the recited Proviso and Declaration in that Behalf in his Will contained, would be the Share thereof allotted on the Partition for *Clara Alice Parker* and her Children, or her Appointees, Executors, or Administrators:

Lot Seven in the Trustees thereof by way of Substitution for and to be held upon the same Trusts as the Share of *Josiah Robins's* Estate which, if a Partition of his Estate between his now surviving Children, could be and were effected, under the recited Proviso and Declaration in that Behalf in his Will contained, would be the Share thereof allotted on the Partition for *Lydia Robins* and her Children, if any, or her Appointees, Executors, or Administrators.

Lots so vested free from Limitations, &c. of *Josiah Robins's* Will, &c.

XI. Every Lot is by this Act so vested freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoes, Claims, and Demands whatsoever which by or under *Josiah Robins's* Will have been or shall be limited, created, declared, or expressed of or concerning or do or shall affect the same or any Part thereof, or any Share or Interest of or in the same, but with respect to Lots One and Two and Four to Seven, both inclusive, upon the Trusts and with and subject to the several Powers and Provisions of this Act with respect to these Lots respectively.

Distribution of *Josiah Robins's* Personalty to be according to the Lots.

XII. In the Distribution of the Trust Moneys, Stocks, Funds, or Securities or other Chattels Personal subject to the Trusts of *Josiah Robins's* Will, and not appropriated for Owelty of Partition, as appearing by the Schedule to the recited Agreement of the Fourteenth Day of *March* One thousand eight hundred and fifty-nine, the Trustees of the Will shall pay or transfer One Seventh Share thereof to *Josiah Yeomans Robins*, his Executors, Administrators, or Assigns absolutely, and shall transfer One other Seventh Share thereof to the Trustees of Lots One, Two, and Four to Seven, both inclusive.

XIII. The

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- XIII. The recited Agreement of the Fourteenth Day of *March* One thousand eight hundred and fifty-nine, and the Schedule thereto, and the Plan thereunto annexed, shall be enrolled in Her Majesty's High Court of Chancery within Six Months after the passing of this Act. Agreement for Partition to be enrolled in Chancery.
- XIV. The Share of *Josiah Robins's* Personalty so paid or transferred to the Trustees of any Lot shall be vested in and held by them upon the Trusts by virtue of *Josiah Robins's* Will and this Act respectively affecting the Lot, and subject to the Powers and Provisions of this Act with respect to the net Purchase Moneys received under this Act by the Trustees of the Lot. Trusts of the Shares of his Personalty vested in Trustees of Lots.
- XV. The Trustees of any Lot, either alone or in concurrence with the Trustees of any of the other Lots, from Time to Time may appropriate such Parts as they think proper of the Lands comprised in the Lot for Building Purposes, and may lay out and form any Parts thereof as and for Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Sewers, Drains, and Watercourses and other Conveniences for the general Benefit of the Lot, and any other Parts thereof for building, or in such other Manner in all respects as they deem advantageous for any of the Purposes of this Act with respect to the Lot, and may repair, alter, and improve the Conveniences respectively. Power for Trustees of Lots to appropriate Lands for Building Purposes.
- XVI. For the Purpose of any such Appropriation, the Trustees of the Lot may, by any general Deed, to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months after the Day of the Date thereof, declare the Mode, Terms, and Conditions of the Appropriation and of the Enjoyment of the Benefit thereof, every such general Deed to be made with a view to the general Benefit of the Lot. Evidence of Appropriation.
- XVII. The Trustees of any Lot from Time to Time, in accordance with the Provisions of this Act, may lease any Part of the Lands comprised in the Lot to any Persons willing to erect, make, or improve any Building or Construction thereon, or to annex the same to any adjoining Lands for Gardens, Yards, Pleasure Grounds, or other Conveniences, or otherwise to improve the same. Power for Trustees of Lots to grant Building Leases.
- XVIII. The Leases respectively may be made for any Terms of Years absolute, not exceeding One hundred and twenty Years, to take effect in Possession within Twelve Months after the granting thereof, and not otherwise in Reversion or by way of future Interest, save only that a Lease subject to a Tenancy from Year to Year or for any less Interest shall not be deemed a Lease in Reversion. Terms of Building Leases.
- XIX. The Consideration for any such Lease shall be the best and most beneficial yearly Rent, without Fine, which at the Time of the making Rents to be reserved by Building Leases.

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making thereof or of the Contract for the same, and considering the Nature and Circumstances of the Case, can be reasonably had for the same, and the Rent shall be made payable half-yearly or more often, but so that the full yearly Rent need not be payable until Five Years after the Time of the making thereof.

Liberties
which may
be granted
in Building
Leases, as
herein
stated.

XX. The Trustees of any Lot, where they think fit, may grant to their respective Lessees all or any of the following Liberties and Easements; to wit,

First, Liberty to appropriate any Parts of the Lands leased as Sites for Squares, Crescents, Streets, Roads, Ways, and other open Places, and otherwise for the general Improvement of the Lot:

Secondly, Liberty to make, lay, or use in any Part of the Lot any Sewers, Drains, Watercourses, and other Conveniences:

Thirdly, Liberty to dig, take, use, and carry away in and out of the Lands leased any Stone, Clay, Sand, Gravel, or other Substances:

Fourthly, Liberty to fell, carry away, and use any Trees, Shrubs, and Plants on the Lands leased:

Fifthly, Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Purposes agreed on:

Sixthly, Liberty to alter any Building or Construction comprised in the Lease, but with the Privity and to the Satisfaction of the Trustees of the Lot or the Reversioner, or their respective Surveyors or Agents:

Seventhly, Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements affecting any Part of the Lot:

Eighthly, any other Liberties and Easements usual or proper in like Cases, or which the Trustees of the Lot think reasonable.

Reservations
which may
be made in
Building
Leases, as
herein
stated.

XXI. The Trustees of any Lot, where they think fit, may make by the Leases granted by them all or any of the following Reservations; to wit,

First, Reservation of Right or Power to make, lay, or use, in the Land leased, any Sewers, Drains, Watercourses, or other Conveniences:

Secondly, Reservation of Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements affecting the Lands leased:

Thirdly, Reservation of Mines and Minerals, and Timber or other Trees, and of Rights with respect to the same:

Fourthly, any other Reservations usual or proper in like Cases, or which the Trustees of the Lot think reasonable.

Covenants
to be in-
serted in
Building

XXII. There shall be contained in every such Lease such of the following Covenants as are applicable to the Case; to wit,

First, a Covenant for Payment of the Rent reserved:

Secondly,

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- Secondly, a Covenant for Payment of all Landlord's and Tenant's Taxes, Rates, Assessments, and Impositions whatsoever, affecting or to affect the Lands leased, Landlord's Property Tax excepted: Leases, as herein stated.
- Thirdly, a Covenant to make and finish, within a Time therein specified, and to keep in repair during the Term, the Building or Construction, if any, agreed to be made:
- Fourthly, a Covenant to improve within a Time therein specified, and to keep in repair during the Term, the Building or Construction, if any, agreed to be improved:
- Fifthly, a Covenant to make any other Improvement, if any agreed on, within a Time therein specified:
- Sixthly, a Covenant to keep the insurable Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Two Thirds at least of the Value thereof in some respectable Insurance Office from Time to Time approved by the Trustees of the Lot or the Reversioner:
- Seventhly, a Covenant to lay out the Money received on the Insurance, and such other Money as is requisite, in substantially restoring the Buildings or Constructions destroyed or damaged by Fire:
- Eighthly, a Covenant to yield up, on the Expiration or sooner Determination of the Term, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements thereon, in good Repair and Condition.

XXIII. There shall be contained in every such Lease Powers for the following Purposes; to wit, Powers inserted in Building Leases as herein stated.

- First, for the Trustees of the Lot, or the Reversioner, or their respective Surveyors or Agents, to enter at least twice in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon:
- Secondly, for the Trustees of the Lot, or the Reversioner, to enter and receive Rents and Profits, or to re-enter absolutely for Nonpayment of the Rent reserved, or for Breach of all or such as are agreed on of the Covenants by the Lessee.

XXIV. There may be contained in any such Lease, where the Trustees of the Lot think fit, Provisions for the following Purposes; to wit, Provisions which may be inserted in Building Lease as herein stated.

- First, that Breach of any Covenant by the Lessee (except the Covenant for Payment of the Rent reserved, and such other Covenants, if any, as the Parties agree to accept) shall not give any such Right of Re-entry unless or until Judgment in an Action for Breach of the Covenants be obtained, and the Damages be assessed, and the Damages and Costs recovered thereon remain unpaid for Three Months after the assessing of the Costs:

- Secondly, that in case of Breach of any Covenant by the Lessee to insure against Damage by Fire, or to restore any Building or Construction

[*Private.*]

Robins's Estate Act, 1859.

struction destroyed or damaged by Fire, the Trustees of the Lot or the Reversioner may, if thought fit, insure or restore the Buildings or Constructions according to the Terms of the Covenant, and may recover all Expenses of and incident to the insuring and restoring by Entry on the Land leased, and Distress, or by Entry and Perception of Rents, and Profits, or by Action or other Proceeding against the Lessee or his Representatives :

Thirdly, any other Provisions usual or proper in like Cases, or which the Trustees of the Lot think reasonable.

Power for Trustees of Lots to enter into Contracts for Building Leases.

XXV. The Trustees of any Lot from Time to Time may enter into Contracts in Writing for leasing, according to this Act, any Parts of the Lands comprised in the Lot, and the Contracts may contain all such other Terms and Provisions as the Trustees of the Lot think advantageous, and they may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as they think advantageous, any such Contract, or any of the Terms and Conditions thereof: Provided always, that no such Contract shall contain any Term or Condition obligatory on the Trustees of the Lot to which they are not under this Act authorized to give Effect by a Lease.

Conditions of Re-entry may be restricted to Part of the Lands leased.

XXVI. No such Lease and no Contract for any such Lease shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is on any Terms or by virtue of this Act restricted to that Part of the Lands leased or contracted to be leased, where or in respect whereof the Nonpayment or Breach happens, or is otherwise restricted to a Part only of those Lands.

Conditions of Re-entry, &c. to be apportionable.

XXVII. Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or Contract as to Part only of the Lands leased or contracted to be leased, and notwithstanding the Surrender or Relinquishment of Part only of the Lands leased or contracted to be leased, the Condition or Right of Re-entry and other (if any) the Conditions of the Lease or Contract shall remain and be in force as to such Parts of those Lands as from Time to Time continue to be held by virtue of the Lease or Contract, and in order that every such Condition or Right of Re-entry and other Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in that Behalf in the Lease or Contract.

Underleases not to be forfeited for Nonpayment of Rent, &c. for Lands

XXVIII. No Underlease of any Part of the Lands comprised in any original Lease shall be liable to Forfeiture, or the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as the Nonpayment or Breach happens

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happens with respect to the Land comprised in the Underlease or some Part thereof; and no such Nonpayment or Breach with respect to the Land comprised in any such Underlease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Underlease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to such Parts of the Lands comprised in the original Lease as are respectively comprised and not comprised in the Underlease.

not com-
prised
therein.

XXIX. Every Contract under this Act for a Lease shall, except as by this Act otherwise provided, be carried into effect by a Lease or Leases in pursuance thereof, but only in accordance with this Act.

Leases to be
made in pur-
suance of
Contracts.

XXX. The Trustees of any Lot from Time to Time, if they think fit, may confirm any Lease of any Part of the Lot purporting to be made under this Act in any Case in which for some technical Error, Informality, or Irregularity in making or executing it the Lease is thought void or voidable, and may make instead thereof a Lease in accordance with this Act, but only for the same Term and at the same Rent, and with the same Covenants, Powers, and Provisions, as were intended to be respectively granted, reserved, and contained in and by the Lease thought void or voidable.

Power for
Trustees of
Lots to con-
firm Leases.

XXXI. Provided always, That no Fine shall be taken for making any such Confirmation of a Lease thought void or voidable.

No Fine to
be taken for
Confirma-
tion.

XXXII. The Trustees of any Lot from Time to Time may lease any Parts of the Lot for not exceeding Twenty-one Years in possession only, and at the best Rents, without Fine, and on such Terms and Conditions as they think reasonable, but so that the Lessees be not made punishable for Waste, and so that such Provision by Re-entry or otherwise for securing Payment of the Rent reserved, and Performance and Observance on the Lessee's Part of the Terms and Conditions of the Lease, as the Trustees of the Lot think reasonable, be thereby made.

Power for
Trustees of
Lots to lease
for 21 Years.

XXXIII. A Counterpart of every Lease made under this Act shall be executed by the Lessee, and be delivered to the Trustees of the Lot; and a Memorandum under the Hand of any Person or Persons being Trustees or a Trustee of the Lot of the Receipt of any such Counterpart shall be *primâ facie* Evidence that the Counterpart was duly executed and delivered as by this Act is required.

Counter-
parts of
Leases.

XXXIV. The Trustees of any Lot from Time to Time may accept a Surrender of any now existing or future Lease of any Part of the Lot,

Power for
Trustees of
Lots to ac-
or

Robins's Estate Act, 1859.

cept Sur-
renders.

or the Relinquishment of any Contract for a Lease of any Part of the Lot, or the Surrender or Relinquishment of any Part of the Lands comprised in the Lease or Contract.

Provisions
to apply to
Lands
leased, &c.
when in
possession.

XXXV. When the Possession of any Part of any Lot already or hereafter leased or contracted to be leased is resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter leased or otherwise dealt with and disposed of under this Act.

Power for
Trustees of
Lots to sell
same.

XXXVI. The Trustees of any Lot from Time to Time may sell and absolutely dispose of all or any Part of the Lot from Time to Time remaining vested in them under this Act, and the Inheritance in Fee Simple of and in the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, whether interested under this Act or not, for the best Price in Money that can at the Time of Sale be reasonably obtained for the same, and shall receive and give Receipts for the Purchase Moneys for the Premises sold, and shall convey the Premises sold to the respective Purchasers thereof, their Heirs, Executors, Administrators, or Assigns, or as they respectively direct.

Terms on
which Sales
may be
made.

XXXVII. Every such Sale may be made under such ordinary or special Conditions of Sale, and in One or more Parcel or Parcels, and by Public Auction or Private Contract, and generally in such Manner in all respects, as the Trustees of the Lot think fit, and they may fix reserved Biddings, and buy in at Auctions, and vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and resell, without Liability for any consequent Loss or Expense.

Sales to be
subject to
Leases, &c.

XXXVIII. Every Sale made under this Act shall be without Prejudice to any Lease or Contract for a Lease affecting the Premises sold theretofore made under this Act and then subsisting.

Purchase
Moneys to
be invested
in Purchase
of Lands to
be settled.

XXXIX. The net Purchase Moneys from Time to Time received under this Act by the Trustees of any Lot may, at the Request of any of the Persons beneficially interested therein, be invested by those Trustees in the Purchase of any Freehold Messuages, Lands, Tenements, Rents, or Hereditaments in *Great Britain* held in Fee Simple absolutely, either in possession or subject to any Leases for Lives or for Years determinable on Lives, or for not more than Sixty Years unexpired, or to any less Estates or Interests, or in the Purchase of any Ground Rents, and the same respectively may be purchased under any ordinary or special Conditions of Sale, and when so purchased shall be conveyed to them and be held upon the Trusts and with and subject to the Powers and Provisions by virtue of *Josiah Robins's Will* and this Act respectively affecting the Lot, and for the Purposes of this Act shall accordingly be deemed Part of the Lot.

XL. The

Robins's Estate Act, 1859.

XL. The net Purchase Moneys from Time to Time received under this Act by the Trustees of any Lot may, until so invested, and unless any of the Persons beneficially interested therein shall request that the same be otherwise invested, in accordance with this Act, be invested by those Trustees in their Names in the Purchase of Parliamentary Stocks or Funds of *Great Britain*, or at Interest on Government or Real Securities, and they from Time to Time may vary the Investments for others of like Nature, and the Purchase Moneys, and the Stocks, Funds, and Securities in and on which the same are from Time to Time invested, shall be subject to the Trusts affecting the Lot.

Interim Investment of Purchase Moneys.

XLI. No Lease or Sale or Contract of or affecting any Part of any Lot, and no Purchase or Investment by this Act required or authorized, shall be made by the Trustees of the Lot without the Consent in Writing of the Person beneficially entitled in possession to the yearly Income of the Lot, if of full Age, or if not, of his Guardians.

Consents required for Leases and Sales.

XLII. For the better executing of any of the Powers of this Act, the Trustees of any One Lot may concur with the Trustees of any of the other Lots, or with any other Persons.

Trustees of Lots may concur with others in executing Powers.

XLIII. The Trustees of every Lot from Time to Time shall receive the Rents and Profits of such Parts of the Lot as from Time to Time are vested in them under this Act, and the yearly Income arising from the Trust Moneys and Investments held by them, upon the same Trusts as the Lot, and shall pay the Rents, Profits, and yearly Income so received to the Persons from Time to Time entitled according to this Act to the Enjoyment thereof, if of full Age, or if not, to their respective Guardians.

Receipt and Application of Income of Lots.

XLIV. Every Receipt from Time to Time given by the Trustees of any Lot, or by any Person authorized in Writing by them to receive the same, for any Money received for any of the Purposes of this Act by the Trustees of the Lot, or by any Person so authorized, shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Receipts of Trustees of Lots, &c. to discharge.

XLV. If any Person or Persons, being from Time to Time a Trustee or Trustees of any Lot, die, or refuse, decline, or become incapable or unfit to act in the Trusts affecting the Lot, or go to reside beyond Seas before those Trusts be fully executed, then and in every such Case the High Court of Chancery may, on a summary Application by any Person interested under the Trusts, appoint any Person or Persons approved by the Court, and without respect to Number, to be a Trustee or Trustees of the Lot in the Place of the Trustee or Trustees so dying, refusing,

Appointment of new Trustees of Lots.

[*Private.*]

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refusing,

Robins's Estate Act, 1859.

refusing, declining, becoming incapable or unfit, or going to reside beyond Seas; and every such new Trustee of any Lot shall to all Intents and Purposes whatsoever have all the Powers, Authorities, Discretions, and Indemnities under this Act of a Trustee of the Lot.

Indemnity
and Reim-
bursements
of Trustees.

XLVI. No Person now or hereafter a Trustee under or for any of the Purposes of this Act shall be answerable or accountable for any other such Person, or for any involuntary Loss or Expense; and all and every such Persons and Person respectively may, by and out of any Moneys coming to their or his respective Hands by virtue of this Act, retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses not by this Act or otherwise expressly provided for which they and he respectively incur or sustain in or about carrying this Act into execution.

Act not to
affect any
Question of
Conversion
by Josiah
Robins's
Will.

XLVII. Provided always, That this Act, or anything therein contained, or to be done or suffered in pursuance thereof, shall not prejudice or affect any Question which may arise on the Construction of *Josiah Robins's Will* with respect to the Conversion in Equity of his Real Estate or any Part thereof into Personal Estate, or, except so far as is requisite for giving full Effect to this Act, prejudice or affect any of the Trusts, Powers, or Provisions of his Will.

General
Saving.

XLVIII. 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 Real and Personal Estates and Effects specified in the Schedule 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.

Persons ex-
empted from
General
Saving who
are bound by
this Act.

XLIX. Provided always, That the following Persons are expressly excepted out of the General Saving in this Act contained, and they accordingly are the only Persons bound by this Act; to wit, *Josiah Yeomans Robins, Samuel Holland* and *Anne* his Wife and her Children, *Jane Lucy Robins* and her Children, *Hannah Robins* and her Children, *John Hillier Blount* and *Sarah Catherine* his Wife, *Mary Catherine Blount, Charles Hubert Blount, Eleanor Maud Blount, and Godfrey Blount*, and the future Children of *Sarah Catherine Blount, Henry Parker* the younger and *Clara Alice* his Wife, *Alice Clara Parker, Mary Elizabeth Parker*, and the future Children of *Clara Alice Parker, Lydia Robins* and her Children, and all and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or
in

Robins's Estate Act, 1859.

in Equity, of, in, to, or out of the Real and Personal Estates and Effects specified in the Schedule or any Part thereof, hath been devised, bequeathed, or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue of the recited Will of *Josiah Robins*, and the said recited Indentures, Acts, and Events respectively, and the respective Heirs, Executors, Administrators, and Assigns of those Persons respectively, and the Heirs, Executors, and Administrators of *Josiah Robins*.

L. 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.

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

The SCHEDULE to which the foregoing Act refers.

PART I.

Freeholds now forming Part of the Landed Estates subject to the Trusts of the Will of Josiah Robins.

No. 1. The Handsworth Estate in the Parish of Handsworth in the County of Stafford, containing about 27 Acres and a Half.

No. 2. The Round Hills Estate in the Manor of Aston in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 7 Acres.

No. 3. The Lasynys Estate in the Parish of Llandanwg in the County of Merioneth, containing about 162 Acres.

No. 4. The Aston Brook Estate in the Manor of Duddeston and Nechels and in the Manor of Aston in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 77 Acres.

No. 5. The Poulton's Close and Staniers Meadow Estate, partly in the Manor of Aston in the Parish of Aston-juxta-Birmingham and partly in the Parish of Birmingham, both in the County of Warwick, containing about 7 Acres.

No. 6. The Bagot Street Estate in the Parish of Birmingham in the County of Warwick, containing about 2 Acres and a Half.

No. 7. The Erdington and Hunton Hills Estate in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 57 Acres.

No. 8. Part of the Aston Road and Pritchit's Estates in the Manor of Duddeston in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 7 Acres and a Half.

No. 9. The Erdington (Whatcroft) Estate in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 4 Acres.

No. 10. The Erdington (Mould's Farm) Estate and the Perry Barr Estate in the Manor of Erdington in the County of Warwick, and at Perry Barr in the Parish of Handsworth in the County of Stafford, containing altogether about 39 Acres.

No. 11. The Erdington (Dunstables) Estate in the Manor of Erdington in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 9 Acres.

No. 12,

Robins's Estate Act, 1859.

No. 12. The Erdington (Kitt) Estate in the Manor of Erdington in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 4 Acres.

No. 13. The Erdington (Rumbelows) Estate in the Manor of Erdington in the Parish of Aston juxta-Birmingham in the County of Warwick, containing about 9 Acres.

No. 14. The Erdington (Round about and Allotment) Estate in the Manor of Erdington in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 8½ Acres.

PART II.

Leaseholds now forming Part of the Landed Estates subject to the Trusts of the Will of Josiah Robins.

No. 15. The New Street Estate in New Street and Little Cannon Street in Birmingham in the County of Warwick.

No. 16. The Lancaster Street Estate in Lancaster Street in Birmingham in the County of Warwick.

No. 17. The Bordesley Estate in Lawley Street in the Parish of Aston-juxta-Birmingham in the County of Warwick.

PART III.

Other Property now subject to the Trusts of the Will of Josiah Robins.

No. 18. The Residue of the Aston Road and Pritchit's Estates in the Manor of Duddeston in the Parish of Aston-juxta-Birmingham in the County of Warwick, containing about 3 Acres, and being the Hereditaments now subject to the above-recited equitable Mortgage to Henry Thornley for not exceeding 10,000*l.* and Interest.

No. 19. A Rentcharge of 4*l.* 10*s.* a Year, granted by the Oxford, Worcester, and Wolverhampton Railway Company, and the Stratford-upon-Avon Canal Company, instead of 3 Shares of 30*l.* each of the Canal Company.

No. 20. A Share of the Birmingham Botanical and Horticultural Society.

No. 21. Trust Moneys, including the estimated Value of Tithe Rent-charges intended to be sold, estimated to amount to about 450*l.*

Robins's Estate Act, 1859.

PART IV.

The Church Land, being Land in the Parish of Aston-juxta-Birmingham appropriated for the intended Church.

A Piece of Land at the Corner of Aston Road, and a Street intended to be called Avenue Road, containing about 4,800 Square Yards, and numbered 174 on the Plan annexed to the above-recited Agreement of the Fourteenth Day of March One thousand eight hundred and fifty-nine.

Ebenezer Robins.

LONDON:

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Printers to the Queen's most Excellent Majesty. 1859.