

ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIAE REGINAE.

Cap. 6.

An Act for enabling the Trustees of the Will of Thomas Jackson deceased to sell Freehold Hereditaments situate in the Parish of Mentmore in the County of Buckingham to the Baron Mayer Amschel de Rothschild. [24th July 1851.]

HEREAS Thomas Jackson, late of South Audley Street, Will of Grosvenor Sauare. in the Country of Marie 1997. Grosvenor Square, in the County of Middlesex, Cheese-Thomas Jackson, monger, deceased, being seised of or having Power to dated 17th devise the Fee Simple of the Hereditaments comprised in the Sche-Sept. 1841. dule hereto, duly made his Will, bearing Date on or about the Seventeenth Day of September One thousand eight hundred and forty-one, and thereby, after making certain Devises and Bequests not affecting the said Hereditaments, and after giving certain pecuniary Legacies to be paid immediately after his Decease (among which was a Legacy of One hundred Pounds to his Wife Ursula Jackson), the said Testator gave and bequeathed unto his Sister Amelia, then the Wife of Thomas Kirby, and residing at Scropton in the County of Derby, the Sum of Five hundred Pounds Sterling Money, to be paid to her [Private.] immediately x x

immediately after the Decease of his said Wife Ursula Jackson, but without Interest in the meantime, which Sum the said Testator declared should be paid into her own Hands, or, if she thought proper, should be invested by his Executors and Trustees in any Government or other Funds, in the Name of Trustees, to and for her own Use and Benefit, and to be disposed of as she might direct and appoint, without the Control or being subject to the Debts or Liabilities of her present or any after-taken Husband; and the said Testator gave to his Brother George Jackson and to his Sister Ann Reeve the Sum of Five hundred Pounds apiece, and to John Reeve, the Husband of his said Sister Ann Reeve, and to his Brother John, the Sum of Two hundred and fifty Pounds apiece, and to each of the Three Children of Joseph Hollis by Mary his Wife the Sum of One hundred Pounds, and which Seven last-mentioned Legacies the said Testator declared should not be paid to either of them the said Ann Reeve, John Reeve, George Jackson, John Jackson, or the Children of the said Joseph Hollis, until after the Decease of his the said Testator's Wife, but without Interest in the meantime, and the said Testator declared that such Legacies should be payable within Six Months after that Event; and in case either of them the said Amelia Kirby, Ann Reeve, John Reeve, George Jackson, John Jackson, or of the Children of the said Joseph Hollis, should die in the Lifetime of his the said Testator's said Wife, the said Testator declared that the Legacies so given to the Parties dying in the Lifetime of his said Wife (but not otherwise) should be treated as lapsed Legacies, and fall into and become Part of his residuary Estate, and be disposed of as therein-after mentioned, and that none of them should bear Interest until after the Death of his said Wife; and the said Testator gave to his Father John Jackson, for and during the Term of his natural Life; an Annuity or clear yearly Sum of Fifty Pounds, payable quarterly, the First Payment to commence on the Quarter Day immediately succeeding the Day of his the said Testator's Decease, and to continue to be paid and payable to his said Father for and during the Term of his natural Life; and the said Testator gave to his Brother George Jackson the Sum of Ten Shillings per Week, the First Payment to commence within One Week. after his the said Testator's Decease, and to continue until the said George Jackson should receive the Legacy of Five hundred Pounds therein-before given to him, and payable after the Decease of his the said Testator's said Wife (in case the said George Jackson should survive her), and then the said Testator declared the said Payment of Ten Shillings per Week should cease; and the said Testator requested the said Annuity of Fifty Pounds and the said Allowance of Ten Shillings per Week might be paid by his said Wife during her Life, and by his Trustees and the Survivors of them, and the Executors, Administrators, and Assigns of such Survivor, after her Decease,

Decease, in case the same should then be payable, out of the Interest and Dividends to arise, accrue, and become due from any Monies the said Testator might have in the Funds or on Mortgage, or which after his Decease might thereafter be invested by his Executors or the Survivor of them, or the Executors or Administrators of the Survivor of them, in pursuance of the Trusts thereafter contained, in the Public Stocks or Funds of Great Britain, or on Real or long and good Leasehold Security, it being his express Will and Intention not to charge either his Freehold, Copyhold, or Leasehold Estates with the Payment of either of the said Annuities, or to make such Estates in any way liable to the Payment of the same; and the said Testator gave, devised, and bequeathed all his Freehold, Copyhold, and Leasehold Estates unto Thomas Hollis of Oxford Street in the County of Middlesex, Pork Butcher, and John Reeve the elder, of Scropton aforesaid, Farmer, their Heirs, Executors, Administrators, and Assigns, upon trust to permit and suffer his said Wife Ursula Jackson, for and during the Term of her natural Life, to receive the Rents Issues, and Profits thereof for her sole, separate, and peculiar Use and Benefit, independently and exclusively of any Husband with whom she might happen to intermarry, without being in anywise subject or liable to his Control, Debts, Interference, or Engagements, and her Receipts for the said Rents, Issues, and Profits should be good and effectual Releases and Discharges for the same, notwithstanding her Coverture; and from and immediately after the Death of his said Wife, upon trust that his said Trustees and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns respectively of such Survivor, should sell and dispose of his said Freehold, Copyhold, and Leasehold Estates not therein-before specifically disposed of, either entirely or altogether, or in Parcels, by public Auction or private Contract, to any Person or Persons willing to become the Purchaser or Purchasers thereof respectively, for such Price or Prices or Sum or Sums of Money as to his said Trustees or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should seem reasonable, and subject to such Stipulations relative to the Title or Evidence of Title as the said Trustees or the Survivor of them, his Heirs, Executors, Administrators, or Assigns, might think proper, and for promoting and facilitating such Sale or Sales should enter into and execute all such Contracts, Covenants, Agreements, Conveyances, Surrenders, Assurances, Acts, Deeds, Matters, and Things which to his said Trustees or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor respectively, should seem reasonable; and the said Testator thereby declared, that the Receipt or Receipts of his said Trustees and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, for any Money payable to them or him under the nowreciting Will, should effectually discharge the Person or Persons paying

paying the same from being answerable or accountable for the Misapplication or Non-application thereof or of any Part thereof, or to inquire into the Necessity or Propriety of any Sale or Sales that might be made or accepted by virtue of the now-reciting Will, and that no Person purchasing any Part of his the said Testator's said Freehold, Copyhold, Leasehold, or Real Estates or any Part thereof, should be bound or obliged to ascertain or inquire into the Necessity, Propriety, or Expediency of any such Sale or Sales; and the said Testator did thereby declare his Will and Mind to be, that his said Trustees and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in all the Money to arise from the Sale or Sales therein-before by him directed to be made of his Real and Leasehold Estates, or to arise and be produced from his Personal Estate directed to be converted into Money, and of and in the Monies, Government Securities, Stocks, or Funds, and Mortgages, of or to which the said Testator should be possessed or entitled at the Time of his Decease, and of and in the Rents, Issues, Profits, Interest, Dividends, and annual Produce thereof, until the same should be respectively disposed of and converted into Money, or otherwise howsoever, and all other the Residue of his Estate and Effects, upon trust that they his said Trustees and the Survivor of them, and the Executors and Administrators of such Survivor, should (after providing for and subject to the Payment of the Annuities therein-before by him given, and also of the Legacies thereby directed to be paid to and after the Decease of his said Wife,) divide the Residue of the said Monies, or Stocks, Funds, and Securities, in or upon which the same should be invested, into as many equal Parts as there should be Children then living of his the said Testator's Brothers and Sisters, George Jackson, Dorothy Reeve, Mary Hollingsworth, Elizabeth Jackson, Ann Reeve, Amelia Kirby, and John Jackson, (except his the said Testator's Nephew Thomas William Jackson,) and should pay, transfer, and apply One equal Portion of the said Monies, Stocks, Funds, and Securities unto each of the said Children as he, she, or they should respectively attain the Age of Twenty-one Years, but in case any or all of the Children of his the said Testator's said Brothers and Sisters should not at the Time when such Division should be made as aforesaid be of the full Age of Twenty-one Years, then upon trust to pay and apply the Interest, Dividends, and Income arising from the Portion or Portions of such Child or Children respectively unto, for, and towards his, her, or their Maintenance and Education; and in case any or either of the Children of his the said Testator's Brothers and Sisters living at the Time of the Decease of the said Testator's Wife should die before he, she, or they should attain the Age of Twenty-one Years, then the said Testator directed that the Portion or Share or Interest of such Child or Children dying as aforesaid before attaining Twenty-

Twenty-one Years should be equally divided amongst the Survivors of all such Children thereby intended to be benefited as aforesaid. Share and Share alike, it being the said Testator's Will and Intention that all his said Nephews and Nieces (except his Nephew Thomas William Jackson) living at the Time of the Death of his the said Testator's Wife, and attaining the Age of Twenty-one Years, should Share alike in equal Portions in the Monies arising from the Sale of his said Estates, and all other Monies to arise or to be received under the Trusts of the now-reciting Will: And whereas the said Testator died on or about the Eighth Day of January One thousand eight hundred and forty-two, without having revoked or altered his said Will, which was proved by the said Ursula Jackson, Thomas Hollis, and John Reeve in the Prerogative Court of Canterbury on or about the First Day of March following: And whereas the said Testator left his Father the said John Jackson his Heir-at-Law him surviving, and the said John Jackson the Father died on or about the Twentythird Day of October One thousand eight hundred and forty-two, intestate, leaving the said John Jackson his eldest Son and Heir-at-Law him surviving: And whereas the said Amelia Kirby intermarried with William Moorcroft, and departed this Life on or about the Twenty-fourth Day of October One thousand eight hundred and forty-three, leaving Issue Eliza Moorcroft, since deceased: And whereas the said George Jackson, Ann Reeve, John Reeve, John Jackson, Richard Hollis, Thomas Hollis, and Joseph Hollis (the Three Children of the said Joseph Hollis by Mary his Wife) are now living: And whereas the said George Jackson is unmarried and without Issue: And whereas the said Dorothy Reeve (now Dorothy Price) hath Issue Thomas Reeve, Edward Reeve, and Henry Reeve: And whereas the said Dorothy Reeve on or about the Nineteenth Day of November One thousand eight hundred and thirty-nine intermarried with George Price, but hath no Issue by such Marriage: And whereas the said Mary Hollingsworth died on or about the Twenty-sixth Day of May One thousand eight hundred and fifteen, leaving Issue Elizabeth (now the Widow of Jonathan Charlesworth deceased), John Obadiah Hollingsworth, and Thomas Hollingsworth who died an Infant under the Age of Twenty-one Years: And whereas the said Elizabeth Jackson died many Years ago, leaving Issue Thomas William Jackson (excepted by the said Testator from all Interest under the said recited Will), and Henry Jackson, who died an Infant under the Age of Twenty-one Years: And whereas the said Ann Reeve hath Issue now living Thomas Reeve, John Reeve, Elizabeth Reeve, Ann Reeve, Catherine Reeve, Francis Reeve, Mary Reeve, George Reeve, Ursula Reeve, Sarah Reeve, and Henry Reeve: And whereas the said John Jackson hath no Issue: And whereas the said George Jackson, Ann Reeve, John Reeve, John Jackson, Richard Hollis, Thomas Hollis, and Joseph Hollis, Thomas [Private.] Reeve,

Reeve, Edward Reeve, and Henry Reeve, Elizabeth Charlesworth, John Obadiah Hollingsworth, Thomas Reeve, John Reeve, Elizabeth Reeve, Anne Reeve, Catherine Reeve, Francis Reeve, Mary Reeve, George Reeve, Ursula Reeve, Sarah Reeve, Henry Reeve, and Ursula Jackson are the only Persons interested in the said Hereditaments so contracted to be sold as herein-after mentioned, and described in the Schedule hereto: And whereas the said Joseph Hollis, Edward Reeve, Henry Reeve, George Reeve, Ursula Reeve, Sarah Reeve, and Henry Reeve are now Infants under the Age of Twenty-one Years: And whereas the said Ursula Jackson is still living: And whereas the Baron Mayer Amschel de Rothschild being desirous of purchasing the said Hereditaments comprised in the Schedule hereto, but the Trust for Sale thereof contained in the said recited Will not authorizing a Sale thereof until the Death of the said Ursula Jackson, Articles of Agreement in Writing, bearing Date the Thirtieth Day of January One thousand eight hundred and fifty-one, made between the said Thomas Hollis and John Reeve of the First Part, the said Ursula Jackson of the Second Part, and the said Baron Mayer Amschel de Rothschild of the Third Part, were entered into and signed by them respectively, whereby, after reciting the said Will, and the Decease of the said Testator, and the Probate of such Will, and reciting that the said Baron Mayer Amschel de Rothschild was desirous of purchasing the Hereditaments comprised in the Schedule written under or annexed to the said Articles of Agreement, being the same Hereditaments as are comprised in the Schedule hereto, and was willing to give the Sum of Three thousand two hundred and thirty-three Pounds Sterling, or so much Sterling Money as would produce in the Three per Cent. Consolidated Annuities One hundred Pounds Sterling per Annum, at the Option of the Vendors, for the Purchase thereof, and that the said Thomas Hollis and John Reeve, with the Consent of the said Ursula Jackson, were also willing to sell the said Hereditaments at that Sum, and were satisfied that such a Sale would be very beneficial to the several Parties interested in the said Hereditaments, or the Monies to arise from the Sale thereof; but inasmuch as several of the said last-mentioned Parties were Minors, the said Thomas Hollis and John Reeve were advised that they could not at present make such Sale under the Trusts of the said Will, and therefore the said Baron Mayer Amschel de Rothschild had proposed to defray the Costs of applying to Parliament for an Act to effectuate and authorize such Sale, it was by the now-reciting Articles of Agreement witnessed, that it was thereby mutually agreed by and between the Parties thereto, in manner following; (that is to say,) that the said Thomas Hollis and John Reeve (as the Trustees of the said Will) should and would sell, and the said Baron Mayer Amschel de Rothschild should and would. purchase, at or for the Price or Sum of Three thousand two hundred

and thirty-three Pounds Sterling, or so much Money as would produce

Agreement with Baron Mayer Amschel de Rothschild for Sale of Hereditaments, dated 30th Jan. 1851.

in the Three per Cent. Consolidated Annuities One hundred Pounds Sterling per Annum, at the Option of the Vendors, the Fee Simple in possession, free from Incumbrances (but subject to the existing Lease or Agreement under which the said Premises were then occupied), of all the Hereditaments and Premises comprised in the Schedule thereunder written or thereunto annexed; that the said Thomas Hollis and John Reeve should with all convenient Speed apply to Parliament for an Act to effectuate and authorize the said Sale, and the said *Ursula Jackson* thereby consented to such Application being made, and thereby agreed to do all other Acts necessary on her Part to effectuate the said Sale; that the Purchase of the said Hereditaments should be completed, and the said Purchase Money of Three thousand two hundred and thirty-three Pounds Sterling, or so much Money as would produce in the Three per Cent. Consolidated Annuities One hundred Pounds Sterling per Annum, at the Option of the Vendors, should be paid within Three Calendar Months next after the Royal Assent should be given to the said Act of Parliament; that the said Baron Mayer Amschel de Rothschild should be entitled to the Rents of the said Hereditaments, or a proportionate Part thereof, from the Day of Payment of the said Purchase Money, up to which Day all Outgoings should be cleared by the said Thomas Hollis and John Reeve; that upon Payment by the said Baron Mayer Amschel de Rothschild of the said Sum of Three thousand two hundred and thirty-three Pounds Sterling, or so much Money as would produce in the Three per Cent. Consolidated Annuities One hundred Pounds Sterling per Annum, at the Option of the Vendors, to the said Thomas Hollis and John Reeve, or according to the Directions of the said Act of Parliament, they the said Thomas Hollis and John Reeve should convey the said Hereditaments thereby agreed to be sold unto or according to the Directions of the said Baron Mayer Amschel de Rothschild; that the Costs, Charges, and Expenses of and attendant upon the now-reciting Articles of Agreement, and of making out and deducing the Title to the said Hereditaments thereby agreed to be sold, and of verifying the same, (including the Costs of all attested, official, and other Copies of or Extracts from Deeds, Wills, and other Documents, and all Certificates, statutory Declarations, and other Proceedings required either for the Verification of the Abstract or otherwise,) and also the Costs, Charges, and Expenses of applying for and obtaining the said Act of Parliament, and of conveying the said Hereditaments unto or according to the Directions of the said Baron Mayer Amschel de Rothschild, and all other Solicitors, parliamentary, and other Costs, Charges, and Expenses whatsoever, already incurred or thereafter to be incurred by or on behalf of the Thomas Hollis and John Reeve, and the said Ursula Jackson or any of them, in or about the said proposed Sale, or in anywise relating thereto, should be borne and paid by the said Baron Mayer Amschel

Amschel de Rothschild: And whereas the said Baron Mayer Amschel de Rothschild has accepted the Title to the said Hereditaments contracted to be purchased by him as aforesaid: And whereas it is expedient that the Hereditaments comprised in the Schedule hereto may be conveyed to the said Baron Mayer Amschel de Rothschild, his Heirs and Assigns, or as he or they shall order or direct, for the Purpose of completing the said Contract of the Thirtieth Day of January One thousand eight hundred and fifty-one; but the same cannot be effected except by the Authority of Parliament: Therefore Your Majesty's dutiful and loyal Subjects the said Thomas Hollis and John Reeve 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,

Power to Trustees of Will to complete Sale to Rothschild.

I. That from and after the passing of this Act it shall be lawful for the said Thomas Hollis and John Reeve, or the Survivor of them, or the Heirs or Assigns of such Survivor, and they and he are and is the Baron de hereby authorized and empowered, to complete the said Sale to the said Baron Mayer Amschel de Rothschild of the said Hereditaments comprised in the Schedule hereto, and to convey and assure the same Hereditaments unto and to the Use of the said Baron Mayer Amschel de Rothschild, his Heirs and Assigns for ever, or in such Manner as he or they shall order or direct, freed and discharged of and from all, the Trusts declared by the said recited Will (but subject to the existing Lease or Agreement under which the said Hereditaments are now occupied), and also to receive from the said Baron Mayer Amschel de Rothschild, his Heirs or Assigns, for the Purchase of the same Hereditaments, the said Sum of Three thousand two hundred and thirty-three Pounds Sterling, or so much Sterling Money as will produce in the Three per Cent. Consolidated Annuities One hundred Pounds Sterling per Annum, at the Option of the said. Thomas Hollis and John Reeve, or the Survivor of them, or the Heirs or Assigns of such Survivor, and upon Receipt of the said Sum of Three thousand two hundred and thirty-three Pounds Sterling, or so much Sterling Money as last aforesaid, to sign and give a Receipt in Writing for the same, which shall be a good and sufficient Discharge to the said Baron Mayer Amschel de Rothschild, his Heirs and Assigns, for the same, and he, she, or they shall not afterwards be liable to see to the Application of such Money, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Purchase Money to be invested by

II. That the said Sum of Three thousand two hundred and thirtythree Pounds, or other the Sum of Money to be paid by the said Baron

Baron Mayer Amschel de Rothschild for the Purchase of the said Hereditaments, shall be invested in the Names or Name of the said Names of the Trustees of Thomas Hollis and John Reeve, or the Survivor of them, or the the Will. Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said recited Will, in or upon some or One of the Public Stocks or Funds or Government Securities of the United Kingdom, or on Mortgage of Freehold or Copyhold Hereditaments or Leasehold Premises situate in England or Wales, and held for a Term whereof not less than Sixty Years shall be unexpired at the Date of such Mortgage, and at Ground Rents, which Stocks, Funds, or Securities shall and may be from Time to Time changed for any other or others of the like Nature, as often as the said Thomas Hollis and John Reeve, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said recited Will, shall think fit.

III. That the said Thomas Hollis and John Reeve, or the Survivor Trusts upon of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said recited Money, and Will, shall pay the Interest, Dividends, and annual Proceeds to arise from or become payable in respect to the said Sum of Three thousand which it is two hundred and thirty-three Pounds, or other the Sum of Money to invested, are be paid by the said Baron Mayer Amschel de Rothschild for the Pur- to be held. chase of the said Hereditaments as aforesaid, or from or in respect of the Stocks, Funds, or Securities in or upon which the same Sum of Money shall for the Time being be invested, as herein-before mentioned, unto the said Ursula Jackson during her Life, for her sole, separate, and peculiar Use and Benefit, independently and exclusively of any Husband with whom she may hereafter happen to intermarry, and without being in anywise subject or liable to his Control, Debts, Interference, or Engagements, and her Receipts for the said Interest, Dividends, and annual Proceeds shall be good and effectual Releases and Discharges for the same, notwithstanding her Coverture; and from and immediately after the Decease of the said Ursula Jackson, the said Thomas Hollis and John Reeve, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said recited Will, shall stand possessed of the said Sum of Three thousand two hundred and thirty-three Pounds, or other the Sum of Money to be paid by the said Baron Mayer Amschel de Rothschild for the said Hereditaments as aforesaid, or the Stocks, Funds, or Securities in or upon which the same Sum of Money shall be invested, as herein-before mentioned, upon and for the same Trusts and Purposes, and with and subject to the same Powers and Provisions, as in and by the said recited Will of the said Thomas Jackson deceased are declared and contained [Private.] 22

which the Purchase the Securities upon

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Jackson's Estate.

of and concerning the Monies to arise from the Sale of the said Hereditaments, from and immediately after the Death of the said Ursula Jackson, or such of the same Trusts, Purposes, Powers, and Provisions as shall for the Time being be subsisting and capable of taking effect.

General Saving of Rights.

IV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Thomas Hollis and John Reeve, their Heirs and Assigns, and the said Ursula Jackson, and the present and future Children of the said Testator's Brothers and Sisters, the said George Jackson, Dorothy Reeve, Mary Hollingsworth, Elizabeth Jackson, Ann Reeve, Amelia Kirby, and John Jackson respectively, and the Annuitants and other Legatees named in the said recited Will, and the said John Jackson, the Heir-at-Law of the said John Jackson, who was the Father and Heirat-Law of the said Testator, and all other Persons who are and shall or may be or become entitled to any Estate, Right, Title, or Interest under or by virtue of the said recited Will,) all such Estates, Rights, Titles, and Interests, into and out of the said Hereditaments comprised in the said Schedule hereto, or any Part thereof, as they, every or any of them, had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

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

V. 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.

The SCHEDULE to which this Act refers.

The Land consists of about Thirty Acres, and is divided into Fields or Closes called respectively Home Close, Bowed Field, Westdowne, and Allotment adjoining Cobbs or Copps Close, Little Stockwell, Lower Hitchin, and Upper Hitchin, and is situate in the Parish of Mentmore in the County of Bucks, with the Farmhouse and other Buildings erected thereon, and the Garden and Yards thereto, and is now in the Tenure or Occupation of Mr. Thomas Newens, together with all Timber and other Trees standing and growing upon the said Hereditaments, and the Fixtures and other Landlord's Chattels now in and about the said Premises or any Part thereof.

Samuel Swaffield.

LONDON:

Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1851.

