



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 6.

An Act for carrying into effect an Agreement for a Compromise of the Suit of "*Carew versus Waugh*," now pending in the High Court of Chancery, and for vesting the Estates to which the Suit relates in Trustees upon Trust for Sale; and for other Purposes.

[25th August 1857.]

WHEREAS by an Act of Parliament passed in the Forty-first Year of *George* the Third (One thousand eight hundred and one), intituled *An Act for confirming certain Indentures of Lease and Release, dated the Thirteenth and Fourteenth Days of August One thousand seven hundred and ninety-five, whereby several Manors and Real Estates, late of Sir Nicholas Hackett Carew Baronet, deceased, situate in the County of Surrey, were conveyed upon certain Trusts in such Indentures mentioned for enabling the Trustees named in the said Indentures to convey, settle, and assure the said Manors and Real Estates to certain remaining Uses, conformable to the last Will and Testament of the said Sir Nicholas Hackett Carew, for enabling Richard Carew Esquire and the successive remaining Takers under the said Will to grant Leases of the said* 41 G. 3.
c. 139.

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Real Estates, for vesting certain Portions of the said Real Estates in Trustees in trust to be sold, for authorizing the Sale, Release, or Extinguishment of the several Quit Rents, Heriot Rights, and other Dues payable by the Freehold, Copyhold, and Customary Tenants of the said Manors respectively, and also the enfranchising or reducing to small Fines certain of the several Customary or Copyhold Estates holden of the same Manors respectively, or for applying the Moneys arising by the said Matters respectively in the Purchase of other Lands or Hereditaments to be settled to the same Uses, and in which Act were recited Indentures of Lease and Release, dated respectively the Thirteenth and Fourteenth Days of August One thousand seven hundred and ninety-five, the Indenture of Release between Sir John Dixon Dyke of the First Part, William Pellatt of the Second Part, John Fountayne of the Third Part, Richard Carew of the Fourth Part, Sir Charles Morgan Baronet and Robert Jenner of the Fifth Part, and divers other Persons of the other Parts, whereby all that the Mansion House of Beddington, with the Outbuildings, Park, Gardens, Land, and Hereditaments thereunto belonging, and certain Plate, Pictures, and Furniture, and also the Advowsons of the Churches of Beddington and Walton-upon-the-Hill in the County of Surrey, and all that Prebend or Portionary of the Church of Beddington, and also all those the several Manors or reputed Manors of Beddington, Norbury, Ravensbury otherwise Ravesbury, Walton otherwise Walton-upon-the-Hill, and Wallington, with the several and respective Quit-rents, Rights, Royalties, Members, and Appurtenances thereof, in the County of Surrey, and all those Messuages, Mills, Farms, Lands, Tenements, Woods, and Hereditaments situate, lying, and being within the Parishes, Precincts, and Territories of Beddington, Bandon, Wallington, Carshalton, Woodmansterne, Chissington, Croydon, Streatham, Sanderstead, Mitcham, Morden otherwise Mourden, Tooting, Graveny, Merton, and Walton otherwise Walton-on-the-Hill, or any of them, in the County of Surrey, and all other the Manors, Messuages, Lands, Tenements, Mills, Rents, Royalties, Advowsons, Hereditaments, and Real Estates whatsoever then late of Sir Nicholas Hackett Carew, either in possession, reversion, remainder, or expectancy, situate in the County of Surrey or elsewhere in the Kingdom of England, together with all and every the Appurtenances thereto respectively belonging, were conveyed unto and to the Use of the said Sir Charles Morgan and Robert Jenner, their Executors, Administrators, and Assigns, subject to Two Life Annuities (which it appears have since determined) upon the Trusts thereby declared, it was enacted, that it should be lawful for the said Sir Charles Morgan and Robert Jenner, and their Heirs, at any Time after the passing of that Act, to release, convey, settle, limit, and assure all and every of the said Manors, Lands, and Hereditaments comprised in the same Indentures, with their

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their and every of their Appurtenances, upon, to, and for the several Uses, Trusts, Estates, and Interests therein-after particularly mentioned; (that is to say,) as to the several Lands, Hereditaments, and Premises mentioned in the Schedule to that Act annexed, and every of them respectively, to the Use of *Charles Morgan*, Son of the said *Sir Charles Morgan*, and the said *Robert Jenner*, their Heirs and Assigns for ever, upon trust for Sale in manner therein-after mentioned, and as to all the Residue of the said Manors, Lands, and Hereditaments, over and above and exclusive of those mentioned in the said Schedule, subject to the said Annuities (which it appears have since determined), to the Use of the said *Richard Carew*, his Heirs and Assigns, until (in the Events which happened) the Death of the said *John Fountayne*; and from and after the Death of the said *John Fountayne*, without having any Son, to the Use of the said *Richard Carew* and his Assigns for and during the Term of his natural Life, and from and after the Determination of that Estate to the Use of the said *Charles Morgan* and *Robert Jenner* and their Heirs during the natural Life of the said *Richard Carew*, upon trust to preserve the contingent Remainders therein-after mentioned from being defeated or destroyed; and from and after the Decease of the said *Richard Carew* to the Use of the First and other Sons of the Body of the said *Richard Carew* successively in Tail Male, and for default of such Issue then to the Use of the said *Richard Carew*, his Heirs and Assigns for ever: And whereas the Manors, Lands, and Hereditaments so settled by the recited Act comprise almost the whole of the Estates specified in the First Schedule to this Act annexed: And whereas by Indentures of Lease and Release (indorsed on the said Indenture of Release of the Fourteenth *August* One thousand seven hundred and ninety-five), and dated respectively the First and Second Days of *June* One thousand eight hundred and two, between the said *Sir Charles Morgan* and *Robert Jenner* of the First Part, the said *Richard Carew* of the Second Part, and the said *Charles Morgan* (the Son) and *Robert Jenner* of the Third Part, wherein the Death of the said *John Fountayne* without Issue Male was recited, the said Manors, Lands, Hereditaments, and Premises comprised in the said Indenture of the Fourteenth Day of *August* One thousand seven hundred and ninety-five were conveyed by the said *Sir Charles Morgan* and *Robert Jenner* unto the said *Charles Morgan* (the Son), his Heirs, Executors, Administrators, and Assigns, as to the several Lands, Hereditaments, and Premises mentioned in the Schedule to the recited Act, to the Use of the said *Charles Morgan* (the Son) and *Robert Jenner*, their Heirs and Assigns for ever, freed and discharged from all the Uses, Trusts, Limitations, Estates, and Interests mentioned, limited, and appointed in and by the said Will of the said *Nicholas Hackett Carew* and the said Indentures of the Thirteenth and Fourteenth Days of *August* One thousand seven hundred and ninety-five respectively, and

Indentures,
dated 1st
and 2d June
1802.

Carew's Estate Act, 1857.

Will of
Richard
Carew, dated
21st August
1815.

Will of Ann
Paston Gee,
dated 5th
Dec. 1825.

and also from the said Annuities, upon trust that the said *Charles Morgan* (the Son) and *Robert Jenner*, or their Heirs, might make Sale of the same Lands, Hereditaments, and Premises in manner and according to the Provisions, Powers, and Authorities in the recited Act contained and enacted in respect thereof; and as to all the Residue of the said Manors, Lands, Hereditaments, and Premises, subject to One of the said Annuities (but which has since determined), and with; under, and subject to the several Powers of Sale, Release, and Extinguishment, and other Privileges and Authorities in and by the said Will and Act of Parliament given and appointed, provided and enacted in respect thereof, to the Use of the said *Richard Carew* and his Assigns for his Life, with Remainder to the Use of the said *Charles Morgan* (the Son) and *Robert Jenner*, and their Heirs, during the Life of the said *Richard Carew*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the Body of the said *Richard Carew* successively in Tail Male, with Remainder to the Use of the said *Richard Carew*, his Heirs and Assigns for ever: And whereas the said *Richard Carew*, by his last Will and Testament in Writing dated the Twenty-first Day of *August* One thousand eight hundred and fifteen, and duly executed and attested as then required for devising Real Estate, gave and devised all his Real and Personal Estate whatsoever which he was or might be at the Time of his Death in any Manner seised or possessed of or entitled unto in possession, reversion, remainder, or expectancy, or otherwise howsoever, or which could pass or be disposed of by his last Will and Testament, unto and to the Use of *Ann Paston Gee*, her Heirs, Executors, Administrators, and Assigns absolutely for ever, and appointed her sole Executrix thereof: And whereas the said *Richard Carew* afterwards died a Bachelor, and on the Eleventh Day of *January* One thousand eight hundred and seventeen his recited Will was proved by the Executrix thereof in the Prerogative Court of *Canterbury*: And whereas the said *Ann Paston Gee*, by her last Will and Testament in Writing dated the Fifth Day of *December* One thousand eight hundred and twenty-five, and duly executed and attested as then required for devising Real Estate, gave and devised unto Sir *Charles Morgan* Baronet and *John Darby* all that her Mansion House and Park at *Beddington* aforesaid, called *Beddington* Park, with the Offices, Outbuildings, Gardens, and Appurtenances thereunto belonging, and also all those the Manors or Lordships of *Beddington* and *Bandon* in the said County of *Surrey*, and all Royalties and Courts, and all Profits and Benefits thereof, and the Advowson of the Rectory or Parish Church of *Beddington* aforesaid, and likewise all her several Farms, Lands, Tenements, Fee-farm and other Rents, and Hereditaments in the Parishes of *Beddington*, *Carshalton*, *Wallington*, *Mitcham*, *Streatham*, *Croydon*, *Banstead*, *Merton*, and *Mordon*, and elsewhere in the County of *Surrey*, and also all that the Manor of
Walton

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Walton-upon-the-Hill in the said County of *Surrey*, and all Royalties, Courts, Profits, and Benefits thereof, and the several Farms, Lands, Tenements, Hereditaments, and Appurtenances at *Walton-upon-the-Hill*, or in the Parishes adjoining (but not the Advowson or Right of Presentation of, in, or to the said Rectory of *Walton-upon-the-Hill*); and also all those her Manors of *Ravensbury* and *Norbury* in the County of *Surrey*, and all other her Manors, Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever in the said County of *Surrey*, and all the Courts, Royalties, Rights, Rents, Profits, Benefits, Advantages, and Appurtenances whatsoever thereunto respectively belonging, to hold the same (subject to Two Annuities of Fifty Pounds and Fifty Pounds therein-after given to *George Hickson* and *Charles Austin*) unto the said Sir *Charles Morgan* and *John Darby*, and their Heirs, to the Use of Sir *Benjamin Hallowell* and his Assigns for his Life, with Remainder to the Use of the said Sir *Charles Morgan* and *John Darby*, and their Heirs, during the Life of the said Sir *Benjamin Hallowell*, upon trust to preserve contingent Uses, with Remainder to the Use of *Charles Hallowell*, the eldest Son of the said Sir *Benjamin Hallowell*, and the Assigns of the said *Charles Hallowell* for his Life, with Remainder to the Use of the said Sir *Charles Morgan* and *John Darby*, and their Heirs, during the Life of the said *Charles Hallowell*, upon trust to preserve contingent Uses, with Remainder to the Use of the First, Second, Third, and all and every other the Son and Sons of the Body of the said *Charles Hallowell*, severally, successively, and according to their respective Seniorities in Tail Male, with divers Remainders over; and the said Testatrix thereby gave and bequeathed unto the said Sir *Charles Morgan* and *John Darby*, their Executors, Administrators, and Assigns, all her Leasehold Hereditaments at *Beddington* aforesaid, with their Appurtenances, to hold the same unto the said Sir *Charles Morgan* and *John Darby*, their Executors, Administrators, and Assigns, for all the Estate, Term, and Interest which she should have to come therein respectively at the Time of her Decease, subject however to the Payment of the Rents reserved by the Leases thereof respectively, and to the Performance of the several Covenants therein contained, in trust for and to permit the same several Leasehold Hereditaments to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken, by the Person or Persons who, by virtue of or under the Limitations of the same Will, should from Time to Time be entitled to the Rents and Profits of her said Mansion, Manors, Estates, and Hereditaments at *Beddington*, and for such and the same Estate and Interest therein, in order and to the Intent that the said Leasehold Hereditaments might go and be held and enjoyed with her said Mansion and Estates at *Beddington* as far as the Rules of Law and Equity would permit, and in order thereto the said Testatrix thereby declared that no Person taking an Estate Tail by Purchase of and in

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Carew's Estate Act, 1857.

her said Mansion and Estates at *Beddington*, or any Part thereof, should be entitled to an absolute vested Interest in the said several Leasehold Hereditaments, or any of them, or any Part thereof, unless such Person should attain the Age of Twenty-one Years, or die under that Age leaving Issue inheritable under such Entail living at his Death; and the said Testatrix thereby gave and bequeathed unto the said Sir *Charles Morgan* and *John Darby*, their Executors and Administrators, certain Plate and other Chattels therein specified, in trust for and to permit the same respectively to be held and enjoyed by the Person or Persons who by virtue of and under that her Will should from Time to Time be entitled to the Possession of her said Manors, Estates, and Hereditaments in the County of *Surrey*, therein-before devised in strict Settlement, and for such and the same Estate and Interest therein, to the Intent that the same might go and be enjoyed with such Manors, Estates, and Hereditaments as or in the Nature of Heirlooms, as far as the Law would permit; and in order thereto her Will was that no Person taking an Estate Tail by Purchase of and in her said Manors, Estates, and Hereditaments in the said County of *Surrey*, or any Part thereof, should be entitled to an absolute or vested Interest in the said Plate and other Chattels, unless such Person should attain the Age of Twenty-one Years, or die under that Age leaving Issue inheritable under such Entail living at his Decease; and the said Will contained a Proviso and Declaration requiring each of the said Sir *Benjamin Hallowell* and *Charles Hallowell*, and the Issue Male of the said *Charles Hallowell*, and other Persons therein named, who by virtue of or under the Limitations therein-before contained should become entitled to the Possession or Receipt of the Rents and Profits of her said Mansion House, Manors, and Estates in the said County of *Surrey*, within Twelve Calendar Months next after he should become so entitled, to apply for and endeavour to obtain an Act of Parliament or proper Licence from the Crown, or take such other Means as might be requisite to enable or authorize him to take, use, and bear the Surname, Crest, and Arms of *Carew* in addition to his then present Surname, Crest, and Arms; and the said Testatrix thereby empowered each of the Persons to whom she had therein-before limited an Estate for Life, when he should be entitled to the Possession or Receipt of the Rents and Profits of her said Estates in the County of *Surrey* therein-before devised, to appoint to and for the Use of any Woman whom he had married or might marry, for her Life, any yearly Rentcharge not exceeding Six hundred Pounds, to be issuing out of and charged upon all or any Part of the said Estates, with Powers of Distress and Entry and Perception of Rents and Profits for recovering the same, and to appoint the Hereditaments so to be charged to any Person or Persons for any Term of Years upon Trusts for better securing the due Payment of such yearly Rentcharge; and the said Testatrix thereby gave and devised unto *Rowley Lascelles* and *George Boone*

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Boone Roupell all that the Advowson of the Rectory of *Walton-upon-the-Hill* in the said County of *Surrey*, to hold the same unto the said *Rowley Lascelles* and *George Boone Roupell*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, upon trust that if the said Rectory or Parish Church of *Walton-upon-the-Hill* should become vacant in the Lifetime of *Francis Pooley Roupell*, and he at the Time of such Vacancy or Avoidance or within due Time afterwards (so as not to incur a Lapse) should happen to be in Holy Orders, and capable of being presented to the said Rectory or Parish Church, then the said *Rowley Lascelles* and *George Boone Roupell*, or the Survivor of them, or the Executors or Administrators of such Survivor, should present the said *Francis Pooley Roupell* to the said Rectory or Parish Church of *Walton-upon-the-Hill*, in order that he might be instituted and inducted to the same, with a Proviso that when and so so onas the Trusts therein-before declared of the said Term should have been performed or should become unnecessary or incapable of taking effect, the same Term should cease, and, subject to the same Term, the said Testatrix gave and devised her said Advowson of *Walton-upon-the-Hill* to the said *Sir Charles Morgan* and *John Darby*, and their Heirs, to such Uses, upon such Trusts, and for such Intents and Purposes, and subject to such Powers, Provisoes, Limitations, Declarations, and Agreements, as were therein-before limited, expressed, and declared concerning her said Estates at *Beddington* and elsewhere in the County of *Surrey*, therein-before by her devised and limited in strict Settlement as aforesaid; and as to all the Rest, Residue, and Remainder of her Real and Personal Estate and Effects whatsoever and wheresover, and of what Nature or Kind soever, not by her otherwise disposed of, the said Testatrix gave and bequeathed the same and every Part thereof unto the said *Sir Benjamin Hallowell*, his Heirs, Executors, Administrators, and Assigns, for his and their absolute Use and Benefit; and the said Testatrix appointed the said *Sir Benjamin Hallowell*, *Sir Charles Morgan*, *Rowley Lascelles*, and *George Boone Roupell* Executors of her said Will: And whereas the said *Ann Paston Gee* afterwards died, and on the Eighth Day of *May* One thousand eight hundred and twenty-eight her recited Will, with Three Codicils thereto not affecting the same as herein-before recited, was proved by the Executors thereof in the Prerogative Court of *Canterbury*: And whereas on the Twelfth Day of *June* One thousand eight hundred and twenty-eight the said *Charles Hallowell* intermarried with *Mary Murray Maxwell* Spinster, and their Marriage was solemnized in the Parish Church of *Saint George Hanover Square*: And whereas the said *Sir Benjamin Hallowell* obtained a Royal Licence, dated the Eighteenth Day of *June* One thousand eight hundred and twenty-eight, authorizing him and his Issue to take, use, and bear the Surname, Crest, and Arms of *Carew*, as required by the recited Will of the said *Ann Paston Gee*: And whereas the said *Sir Benjamin Hallowell*

Carew,

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Will of Sir
Benjamin
Hallowell
Carew, dated
26th June
1833.

Death of Sir
Benjamin
Hallowell
Carew and
Proof of his
Will, 20th
Sept. 1834.

Indentures,
dated 7th
and 8th July
1838.

Carew, by his last Will and Testament in Writing dated the Twenty-sixth Day of *January* One thousand eight hundred and thirty-three, in pursuance of the said Power of jointuring created by the recited Will of the said *Ann Paston Gee*, apportioned unto and to the Use of his Wife Dame *Anne Hallowell Carew* (since deceased) and her Assigns during her natural Life, for her Jointure, One yearly Rentcharge of Six hundred Pounds issuing out of all the Estates devised by the Will of the said *Ann Paston Gee* as aforesaid, with Powers of Distress and Entry for recovering the same, and appointed unto *Samuel Hood Inglefield*, *Charles Hallett*, and *William Parker* the same Estates for a Term of One hundred Years, upon Trusts for better securing the Payment of the same yearly Rentcharge; and after reciting the aforesaid Bequest by the said *Ann Paston Gee* of the said Plate and other Chattels as Heirlooms, the said Testator, in addition thereto, gave and bequeathed unto the said *Sir Charles Morgan* and *John Darby* certain other Chattels therein specified, in trust for and to permit the same to be held and enjoyed by the Person or Persons who by virtue of or under the said Will of the said *Ann Paston Gee* should be entitled to the Possession of the said *Surrey* Estates, to the Intent that the same might also be enjoyed as and in the Nature of Heirlooms by the same Person as should have the Enjoyment of the said Plate and other Chattels under the Will of the said *Ann Paston Gee*: And whereas the said *Sir Benjamin Hallowell Carew* afterwards died, and his recited Will, with Five Codicils thereto not affecting the same as herein-before recited; was on the Twentieth Day of *September* One thousand eight hundred and thirty-four proved by the Executors thereof in the Prerogative Court of *Canterbury*: And whereas it appears by a Recital in the Indenture of the Second Day of *March* One thousand eight hundred and fifty, herein-after recited, that the said *Charles Hallowell* obtained a Royal Licence, dated the Twenty-seventh Day of *January* One thousand eight hundred and thirty-five, authorizing him and his Issue to take, use, and bear the Surname, Crest, and Arms of *Carew*, as required by the recited Will of the said *Ann Paston Gee*: And whereas by an Indenture (with a Precedent Lease for a Year) dated the Seventh Day of *July* One thousand eight hundred and thirty-eight, between the said *Sir Charles Morgan* of the First Part, *Charles Powlett Rushworth* of the Second Part, and the said *William Parker* of the Third Part (wherein the Death of the said *John Darby* in the Year One thousand eight hundred and thirty-six was recited), by virtue of a Power for that Purpose contained in the said Will of the said *Ann Paston Gee*, the said *Charles Powlett Rushworth* was appointed to be a Trustee of the same Will in the Place of the said *John Darby* deceased; and all the aforesaid Leasehold Estates, then late of the said *Ann Paston Gee*, at *Beddington* aforesaid, with their Appurtenances, so bequeathed by her said Will as aforesaid, and the said Heirlooms, were assigned unto the
said

Carew's Estate Act, 1857.

said *William Parker* upon trust to assign the same unto the said Sir *Charles Morgan* and *Charles Powlett Rushworth* as herein-after recited, and all and singular the Mansion House, Manors, Advowsons, Messuages, Farms, Tenements, Fee-farm and other Rents and Hereditaments in the said County of *Surrey* in and by the said Will of the said *Ann Paston Gee* devised to the said Sir *Charles Morgan* and *John Darby* and their Heirs as aforesaid, with all Courts, Royalties, Rights, Rents, Profits, and Appurtenances, were limited (subject to the said Two Annuities of Fifty Pounds each given by the same Will) to the Use of the said Sir *Charles Morgan* and *Charles Powlett Rushworth*, their Heirs and Assigns, for all such Estates and Interest as at or immediately before the Execution thereof were vested in the said Sir *Charles Morgan* upon the Trusts and for the Ends, Intents, and Purposes which in and by the same Will were expressed and declared of and concerning the same Estates, or such of them as were then subsisting undetermined and capable of taking Effect; and by an Indenture endorsed on the said Indenture of the Seventh Day of *July* One thousand eight hundred and thirty-eight, and dated the Eighth Day of *July* One thousand eight hundred and thirty-eight, between the said *William Parker* of the one Part, and the said Sir *Charles Morgan* and *Charles Powlett Rushworth* of the other Part, the said *William Parker* assigned all the said Leasehold Estates and Heirlooms assigned to him as aforesaid unto the said Sir *Charles Morgan* and *Charles Powlett Rushworth*, their Executors, Administrators, and Assigns, as to the same Leasehold Estates, for all the Residue then unexpired of all Terms of Years assigned to the said *William Parker* as aforesaid, subject to the Payment of the Rents reserved by the Leases thereof respectively, and to the Performance of the several Covenants therein contained, nevertheless as to the same Leasehold Estates and Heirlooms respectively upon the Trusts, and for the Ends, Intents, and Purposes, and with the Powers which in and by the said Will of the said *Ann Paston Gee* were expressed, declared, and contained of and concerning the same, or such of them as were then subsisting undetermined or capable of taking Effect: And

Indenture,
dated 27th
Dec. 1838.

whereas by an Indenture dated the Twenty-seventh Day of *December* One thousand eight hundred and thirty-eight, between the said *William Parker* of the one Part, and the said Sir *Charles Morgan* and *Charles Powlett Rushworth* of the other Part, in consideration of the Sum of Two hundred and eighty-seven Pounds Eighteen Shillings and Sixpence, therein expressed to be paid, to the said *William Parker* by the said Sir *Charles Morgan* and *Charles Powlett Rushworth*, the said *William Parker* granted a Piece or Parcel of Land situate in or near *Chatshill* in the said County of *Surrey*, with the Appurtenances, unto and to the Use of the said Sir *Charles Morgan* and *Charles Powlett Rushworth*, their Heirs and Assigns, upon the Trusts and for the Ends, Intents, and Purposes, which in and by the said Will

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Carew's Estate Act, 1857.

Indentures,
dated 20th
and 21st
May 1847.

of the said *Ann Paston Gee* were expressed and declared of and concerning the Estates thereby devised as aforesaid, or such of them as were then subsisting undetermined and capable of taking Effect: And whereas by an Indenture dated the Twentieth Day of *May* One thousand eight hundred and forty-seven, between the said *Charles Powlett Rushworth* of the First Part, *Henry Diggory Warter* of the Second Part, and the said *William Parker* of the Third Part, (wherein the Death of the said *Sir Charles Morgan* on the Fifth Day of *December* One thousand eight hundred and forty-six was recited,) by virtue of the aforesaid Power for that Purpose, the said *Henry Diggory Warter* was appointed to be a Trustee of the said Will of the said *Ann Paston Gee*, in the Place of the said *Sir Charles Morgan* deceased, and all and singular the Mansion House, Manors, Advowsons, Messuages, Farms, Lands, Tenements, Fee-farm and other Rents and Hereditaments in the said County of *Surrey*, devised by the same Will to the said *Sir Charles Morgan* and *John Darby*, and their Heirs as aforesaid, with all Courts, Royalties, Rights, Rents, Profits, and Appurtenances, were limited (subject to the said Two Annuities of Fifty Pounds each) to the Use of the said *Charles Powlett Rushworth* and *Henry Diggory Warter*, their Heirs and Assigns, for all such Estates and Interests as were vested in the said *Charles Powlett Rushworth*, nevertheless upon the Trusts and for the Ends, Intents, and Purposes which in and by the said Will of the said *Ann Paston Gee* were expressed and declared concerning the same Estates, or such of them as were then subsisting undetermined and capable of taking Effect; and the aforesaid Leasehold Estates, then late of the said *Ann Paston Gee*, at *Beddington* aforesaid, with their Appurtenances, so bequeathed by her said Will as aforesaid, and the said Heirlooms, were assigned unto the said *William Parker*, upon trust to assign the same unto the said *Charles Powlett Rushworth* and *Henry Diggory Warter*, as herein-after recited; and by an Indenture dated the Twenty-first Day of *May* One thousand eight hundred and forty-seven, between the said *William Parker* of the one Part and the said *Charles Powlett Rushworth* and *Henry Diggory Warter* of the other Part, the said *William Parker* assigned the said Leasehold Estates and Heirlooms, assigned to him by the lastly herein-before recited Indenture as aforesaid, unto the said *Charles Powlett Rushworth* and *Henry Diggory Warter*, their Executors, Administrators, and Assigns, as to the same Leasehold Estates, for the then Residue of all Terms of Years assigned to the said *William Parker* as aforesaid, subject to the Payment of the Rents reserved by the Leases thereof, and to the Performance of the several Covenants therein contained, nevertheless, as to the same Leasehold Estates and Heirlooms, upon the Trusts, and for the Ends, Intents, and Purposes, and with the Powers which in and by the said Will of the said *Ann Paston Gee* were expressed, declared, and contained of and concerning the same, or such
of

Carew's Estate Act, 1857.

of them as were then subsisting undetermined or capable of taking Effect: And whereas the said Two Annuities of Fifty Pounds each, given by the recited Will of the said *Ann Paston Gee* as aforesaid, have respectively ceased: And whereas it appears by a Recital in the Indenture of the Second Day of *March* One thousand eight hundred and fifty, herein-after recited, that the said Rectory or Parish Church of *Walton-upon-the-Hill* became vacant in the Year One thousand eight hundred and forty-seven, and that in or about the Month of *May* One thousand eight hundred and forty-seven the said *Francis Pooley Roupell* was presented to the said Rectory or Parish Church in pursuance of the said Trust in that Behalf declared by the said Will of the said *Ann Paston Gee*, and was instituted and inducted to the same Rectory or Parish Church, and that the said Term of Five hundred Years created by the said Will thereupon ceased: And whereas by a Deed Poll dated the Tenth Day of *June* One thousand eight hundred and forty-eight, under the Hand and Seal of the said *Charles Hallowell Carew*, he, in pursuance of the said Power to him in that Behalf given by the said Will of the said *Ann Paston Gee*, appointed unto the said *Mary Murray* his Wife, and her Assigns, during her Life, in case she should survive him, for her Jointure, One yearly Rentcharge of Six hundred Pounds, to be payable out of all and every the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the said County of *Surrey*, so devised or limited in strict Settlement by the said Will of the said *Ann Paston Gee* as aforesaid, with Powers of Distress and Entry for securing Payment thereof, and appointed all and singular the same Manors, Messuages, Farms, Lands, Tenements, and Hereditaments unto the said *Charles Powlett Rushworth* and *William Parker* and *William Petrie Waugh*, their Executors, Administrators, and Assigns, for a Term of One hundred Years, upon Trusts for better securing the Payment of the same yearly Rentcharge: And whereas the said *Charles Hallowell Carew*, by his last Will and Testament in Writing dated the Tenth Day of *June* One thousand eight hundred and forty-eight, and duly executed and attested, bequeathed unto the said *Charles Powlett Rushworth*, *William Parker*, and *William Petrie Waugh*, their Executors, Administrators, and Assigns, certain Fixtures, Household Goods, and other Articles therein specified, upon trust to make such Selection thereout as therein expressed, and to stand possessed of such selected Articles, upon trust, until such of the said Testator's Sons as for the Time being should be entitled to the Possession of the Estates in the County of *Surrey*, of which the said Testator was then Tenant for Life, should attain the Age of Twenty-one Years, to continue the same selected Articles at *Beddington Park* aforesaid; and upon the Attainment of the full Age of Twenty-one Years by such of the said Testator's Sons as aforesaid, the said Testator directed his said Trustees absolutely to sell and dispose of such selected Articles

Deed Poll,
dated 10th
June 1848.

Will of
Charles
Hallowell
Carew, dated:
10th June,
1848.

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Articles unto such One of his said Sons as aforesaid, at such Price as should be fixed and ascertained to be the Value thereof, in manner therein expressed; and the said Testator thereby directed that the Money to arise by the Sale of the said selected Articles should be held and applied by his said Trustees upon the Trusts therein-after expressed-of and concerning the Money to arise by the Sale of his Residuary Estate and Effects, and the said Testator thereby gave and devised Two Pieces of Land, in the said Will described, unto and to the Use of the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh*, and their Heirs, upon trust to sell the same to the same Person or Persons, at the same Time, in the same Manner, and with the same Trusts as to the Application of the Proceeds as therein-before directed and declared in respect of and with reference to the said selected Articles; and the said Testator thereby devised and bequeathed all the Residue of his Real and Personal Estates unto the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh*, their Heirs, Executors, Administrators, and Assigns, upon trust to sell and convert the same into Money, and to invest the Moneys arising from such Sale and Conversion in and upon such Stocks, Funds, and Securities as therein expressed, and to stand possessed of the said Trust Moneys, Stocks, Funds, and Securities, upon trust, until the Decease or Second Marriage of the said *Mary Murray* his Wife, or until she should come into the actual Receipt of her said Jointure Rentcharge of Six hundred Pounds, whichever Event should first happen, to pay to or permit and suffer her to have, receive, and take the whole Interest, Dividends, and annual Proceeds that should arise therefrom, she applying the same in manner therein expressed; and after the Determination of the Interest of his said Wife, upon trust for all and every his then present and future born Children and Child (except an eldest or only Child), who, being a Son or Sons, should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain the said Age, or marry under that Age with the Consent of her or their Guardian or Guardians for the Time being, to be equally divided between or amongst them, if more than One, in equal Shares, as Tenants in Common, and to their respective Executors, Administrators, and Assigns, to their, his, and her absolute Use and Benefit; and the said *Charles Hallowell Carew* died on the Twenty-seventh Day of *June* One thousand eight hundred and forty-eight without having revoked or altered his said Will, and the same was proved by the said *Charles Powlett Rushworth* and *William Parker*, the Executors thereof, in the Prerogative Court of *Canterbury*, and shortly after the Death of the said *Charles Hallowell Carew* the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh* made such Selection of Articles as by his said Will was directed: And whereas there were Issue of the Marriage of
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Carew's Estate Act, 1857.

of the said *Charles Hallowell Carew* and *Mary Murray* his Wife Four Children only, to wit, *Charles Hallowell Hallowell Carew*, the First Child and eldest Son, who was born in the Year One thousand eight hundred and twenty-nine, *Benjamin Francis Hallowell Carew*, the other Son, who was born in the Year One thousand eight hundred and thirty, and Two Daughters, *Jane Grace Henrietta Hallowell Carew*, who was born in the Year One thousand eight hundred and thirty-two, and *Mary Louisa Hallowell Carew*, who was born in the Year One thousand eight hundred and thirty-seven: And whereas the said *Charles Hallowell Hallowell Carew* obtained a Royal Licence, dated the Sixteenth Day of *May* One thousand eight hundred and forty-nine, authorizing him and his Issue to take, use, and bear the Surname, Crest, and Arms of *Carew*, as required by the recited Will of the said *Ann Paston Gee*: And whereas by an Indenture or dis-

Indenture or
disentailing
Assurance,
dated 2d
March 1850.

entailing Assurance, dated the Second Day of *March* One thousand eight hundred and fifty, between the said *Charles Hallowell Hallowell Carew* of the First Part, the said *Charles Powlett Rushworth* and *Henry Diggory Warter* of the Second Part, and *John Godfrey Teed* of the Third Part, and which was enrolled in the High Court of Chancery on the Nineteenth Day of *April* One thousand eight hundred and fifty, and wherein it was recited that in or about the Month of *June* One thousand eight hundred and thirty-seven, the said Sir *Charles Morgan*, as the surviving Trustee of the said Will of the said *Ann Paston Gee*, by virtue of a Power of Sale therein contained, and in consideration of the Sum of Four hundred and twenty Pounds, sold and conveyed to the *London and Croydon* Railway Company a Piece of Land with a Cottage or Tenement thereon, being Part of the said Hereditaments in the County of *Surrey* so devised by her as aforesaid, and also in or about the Month of *August* One thousand eight hundred and thirty-seven, in consideration of the Sum of One hundred and fifty-five Pounds Fourteen Shillings, sold and conveyed to the Company of Proprietors of the *Croydon* Canal a Piece of Land further Part of the same Hereditaments, and wherein it was also recited that the said Sum of Two hundred and eighty-seven Pounds Eighteen Shillings and Sixpence, expressed as the Consideration Money in the said Indenture of the Twenty-seventh Day of *December* One thousand eight hundred and thirty-eight, was Part of the said Purchase Moneys or Sums of Four hundred and twenty Pounds and One hundred and fifty-five Pounds Fourteen Shillings, or One of them, and wherein it was also recited that under the Act of the Session of the Seventh and Eighth Years of Her present Majesty, for making a Railway from the *London and Croydon* Railway at *Croydon* to *Epsom*, certain Pieces of Land, other Part of the said Hereditaments in *Surrey* devised by the said Will of the said *Ann Paston Gee* as aforesaid, were shortly after the passing of the said Act taken and purchased by the *Croydon and Epsom*

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Railway

Carew's Estate Act, 1857.

Railway Company for the Sum of One thousand five hundred Pounds, which was paid into the Bank as therein mentioned, and was afterwards laid out in the Purchase of One thousand five hundred and sixty-four Pounds Ten Shillings and Ninepence Reduced Three Pounds *per Centum* Annuities, in the Name and with the Privity of the Accountant General of the Court of Chancery as therein expressed, and wherein it was also recited that the Surplus of the said Sums of Four hundred and twenty Pounds and One hundred and fifty-five Pounds Fourteen Shillings, being the Sum of Two hundred and eighty-three Pounds Two Shillings and Tenpence, after providing for certain Payments thereout as therein expressed, was then in the Hands of the Trustees of the said Will of the said *Ann Paston Gee*, the said *Charles Hallowell Hallowell Carew* did grant, convey, and dispose of, and the said *Charles Powlett Rushworth* and *Henry Diggory Warter*, according to their Estates and Interests, did grant and convey unto the said *John Godfrey Teed* and his Heirs, first, the several Manors or Lordships or reputed Manors or Lordships of *Beddington* and *Bandon*, *Norbury*, *Ravensbury* otherwise *Ravesbury*, *Walton* otherwise *Walton-upon-the-Hill*, and *Wallington*, in the County of *Surrey*, with the several and respective Rights, Royalties, Courts, Profits, and Benefits, Members, and Appurtenances to the said several Manors or Lordships or reputed Manors or Lordships respectively belonging, incident, or appertaining, and all that Capital Messuage or Mansion House in the Parish of *Beddington* in the County of *Surrey* then in the Occupation of the said *Charles Hallowell Hallowell Carew*, with the Pigeon House, Outhouses, Carpenters Shop, Barns, Stables, Deer Park, Yards, Backsides, Gardens, Orchards, Pleasure Grounds, Woods, Plantations, Canals, Meadows, Lands or Ground covered with Water, Pastures, Feedings, and Hereditaments to the said Capital Messuage or Mansion House belonging or appertaining, or therewith used, occupied, or enjoyed, in the Parish of *Beddington* and Hamlet of *Wallington*, and in the Parish of *Mitcham* in the said County of *Surrey*, the Quantities, Qualities, and other Particulars whereof were particularly mentioned in the First Part of the Schedule, thereunder written, and also all that the Prebend or Portionary of *Beddington* in the said County of *Surrey*, and also all that the Advowson of the Rectory or Parish Church of *Beddington* aforesaid, and also all that the Advowson of the Rectory or Parish Church of *Walton-upon-the-Hill* otherwise *Walton* in the County of *Surrey*, and also all those Messuages or Dwelling Houses, Cottages, Mills, Stables, Barns, Buildings, Sheds, Yards, Gardens, Orchards, Meadows, Pastures, Farms, Lands, Woods, Underwoods, Tenements, and Hereditaments situate, lying, and being in the several and respective Towns, Villages, Parishes, Hamlets, Fields, Precincts, and Territories of *Beddington*, *Bandon*, *Wallington*, *Carshalton*, *Croydon*, *Streatham*, *Mitcham*, *Morden* otherwise *Mourden*, *Merton*, and *Walton* otherwise *Walton-upon-*

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upon-the Hill, or some of them, and elsewhere in the said County of *Surrey*, particularly mentioned or referred to, with the Names of the respective Occupiers and other Particulars thereof in the Third Part of the Schedule thereunder, and also an annual Rent or Sum of Twenty Pounds, then formerly Part of an annual Rent or Sum of Forty Pounds then formerly charged upon or payable out of the Manors or Manor of *Barstead* and *Walton* otherwise *Walton-upon-the-Hill* in the County of *Surrey*, but which said annual Sum of Twenty Pounds was then charged upon the Manor and Hereditaments at *Barstead*, and also the several Quit and other Rents of or belonging to or payable to the Lord of the said Manors of *Beddington*, *Bandon*, *Norbury*, *Ravensbury* otherwise *Ravesbury*, *Walton* otherwise *Walton-upon-the-Hill*, and *Wallington* respectively, and all Tithes or commuted Rents in lieu of Tithes from or in respect of the said Hereditaments or any Part or Parts thereof, and all and singular the Lands and Hereditaments which were, together with the said Manor of *Wallington*, by an Indenture dated the Tenth Day of *January* One thousand six hundred and eighty-four, demised for the Term of Five hundred Years from *Michaelmas* then last, and also all and singular other the Manors or Lordships or reputed Manors or Lordships, Messuages, Cottages, Mills, Buildings, Parks, Farms, Lands, Allotments, Woods, Rents, Prebends, or Portionaries, Royalties, Advowsons, Tenements, and Hereditaments whatsoever in the said County of *Surrey*, then formerly of or belonging to the said *Ann Paston Gee*, and comprised in and devised by her said Will, and then subject to the said Uses and Trusts by the same Will limited, expressed, and declared of and concerning the said Hereditaments in *Surrey* therein mentioned; secondly, all that Piece or Parcel of Land situate at *Chatshill* in the Parish of *Beddington* aforesaid, comprised in the Second Part of the said Schedule thereto; and, thirdly, all that Messuage or Tenement, with the Appurtenances, and all those Lands and Hereditaments belonging or usually held and occupied with the said Messuage, containing in the whole by Estimation Sixteen Acres, more or less, and commonly called "*Woodcrofts*," comprised in the Third Part of the said Schedule thereto, and all other the Hereditaments (if any) which by any Means whatsoever were then subject in Equity or at Law to the said Uses and Trusts by the said Will of the said *Ann Paston Gee* limited, expressed, and declared of and concerning the said Hereditaments in *Surrey* therein mentioned, with the Appurtenances, to hold the same unto the said *John Godfrey Teed*, his Heirs and Assigns, for ever, as to such of the same Hereditaments and Premises as were therein-before secondly described, to such Uses, upon such Trusts, and with, under, and subject to such Powers, Provisions, and Declarations, as were in and by the said Will of the said *Ann Paston Gee* expressed, declared, and contained of and concerning the same Estates in the County of *Surrey* prior to the Estate in Tail Male limited

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limited to the First Son of the Body of the said *Charles Hallowell Hallowell Carew*, or such of the same as were then subsisting and capable of taking Effect; and as to all the said Hereditaments and Premises, but as to such of the same as were therein-before secondly described from and after the Determination of the Uses and Trusts lastly therein-before mentioned, subject to the said yearly Rentcharge of Six hundred Pounds to the said Dame *Ann Hallowell Carew* for her Life, and the said Term of One hundred Years limited for securing the same as aforesaid, and also subject to the said other yearly Rentcharge of Six hundred Pounds for the said *Mary Murray Hallowell Carew* for her Life, in case the same should become payable, and the said other Term of One hundred Years limited for securing the same as aforesaid, and also subject to any Leases of any of the said Hereditaments which were then subsisting, but freed and discharged from the said Estate in Tail of the said *Charles Hallowell Hallowell Carew*, and all other Estates Tail, and from all Remainders after and other Estates in Defeasance of the same Estate in Tail Male, to the Use of the said *Charles Hallowell Hallowell Carew*, his Heirs and Assigns for ever; and the said *Charles Hallowell Hallowell Carew* did thereby declare that if he should die leaving a Widow, such Widow should not be entitled to Dower out of the said Hereditaments and Premises; and the said *Charles Hallowell Hallowell Carew* did thereby dispose of and assign the said Sum of One thousand five hundred and sixty-four Pounds Ten Shillings and Ninepence Reduced Three Pounds *per Centum* Annuities, and the said Sum of Two hundred and eighty-three Pounds Two Shillings and Tenpence Cash, and all or any other Stocks, Funds, Moneys, and Personal Estate which or the Produce of which were then subject or liable to be laid out in the Purchase of Lands or Hereditaments to be settled to the Uses, Trusts, and Purposes in the said Will of the said *Ann Paston Gee* expressed as to the Hereditaments which had been sold as aforesaid, unto the said *John Godfrey Teed*, his Executors, Administrators, and Assigns, subject to the said yearly Rentcharge of Six hundred Pounds for the said *Mary Murray Hallowell Carew* for her Life, in case the same should become payable, and to the said Powers and Remedies for securing the same, but upon trust for the said *Charles Hallowell Hallowell Carew*, his Executors, Administrators, and Assigns: And whereas by an Indenture dated the Fourth Day of *March* One thousand eight hundred and fifty, between the said *Charles Hallowell Hallowell Carew* of the one Part, and *Charles John Brandling* and *John Campbell* of the other Part, the said *Charles Hallowell Hallowell Carew* conveyed certain Hereditaments situate in the Parish of *Croydon* in the said County of *Surrey* (being Parts of the Estates comprised in the said Indenture or disentailing Assurance of the Second Day of *March* One thousand eight hundred and fifty, and comprising such Parts of the Estates specified in the First Schedule to

Indenture,
dated 4th
March 1850.

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to this Act annexed, as thereby appears,) unto and to the Use of the said *Charles John Brandling* and *John Campbell*, their Heirs and Assigns, by way of Mortgage thereof, for securing Payment by the said *Charles Hallowell Hallowell Carew*, his Heirs, Executors, Administrators, or Assigns, unto the said *Charles John Brandling* and *John Campbell*, their Executors, Administrators, or Assigns, of the Sum of Seven thousand eight hundred and sixty Pounds, with Interest thereon: And whereas by an Indenture (endorsed on the said Indenture of the Fourth Day of *March* One thousand eight hundred and fifty), and dated the Twentieth Day of *October* One thousand eight hundred and fifty-three, between the said *Charles John Brandling* and *John Campbell* of the one Part, and the Right Honourable *Edward Strutt* of the other Part, the said Mortgage for Seven thousand eight hundred and sixty Pounds, and Interest, was transferred to the said *Edward Strutt*: And whereas by an Indenture dated the Twenty-second Day of *May* One thousand eight hundred and fifty-five, between the said *Edward Strutt* of the one Part and *Walter Henry Hitchcock* of the other Part, the said Mortgage for Seven thousand eight hundred and sixty Pounds, and Interest, was transferred to the said *Walter Henry Hitchcock*: And whereas by an Indenture dated the Fifth Day of *March* One thousand eight hundred and fifty, between the said *Charles Hallowell Hallowell Carew* of the one Part and *Henry Thomas Yarde Browne* and the said *John Campbell* of the other Part, the said *Charles Hallowell Hallowell Carew* conveyed certain other Hereditaments situate in the said Parish of *Croydon* (being other Parts of the Estates comprised in the said Indenture or disentailing Assurance of the Second Day of *March* One thousand eight hundred and fifty, but not comprising any Part of the Estates specified in the First Schedule to this Act annexed,) unto and to the Use of the said *Henry Thomas Yarde Browne* and *John Campbell*, their Heirs and Assigns, by way of Mortgage thereof, for securing Payment by the said *Charles Hallowell Hallowell Carew*, his Heirs, Executors, Administrators, or Assigns, to the said *Henry Thomas Yarde Browne* and *John Campbell*, their Executors, Administrators, or Assigns, of the Sum of Seven thousand three hundred and eighty Pounds, with Interest thereon: And whereas by an Indenture dated the Sixth Day of *March* One thousand eight hundred and fifty, between the said *Charles Hallowell Hallowell Carew* of the one Part and the said *John Campbell* and *Robert Pavin Davies* of the other Part, the said *Charles Hallowell Hallowell Carew* conveyed certain Hereditaments situate in the several Parishes of *Mitcham*, *Morden*, and *Carshalton*, in the said County of *Surrey*, (being other Parts of the Estates comprised in the said Indenture or disentailing Assurance of the Second Day of *March* One thousand eight hundred and fifty, but not comprising any Part of the Estates specified in the First Schedule to this Act annexed,) unto and to the

Indenture,
dated 20th
Oct. 1853.

Indenture,
dated 22d
May 1855.

Indenture,
dated 5th
March 1850.

Indenture,
dated 6th
March 1850.

[Private.]

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Use

Carew's Estate Act, 1857.

Indenture of
Settlement,
dated 9th
March 1850.

Use of the said *John Campbell* and *Robert Pavin Davies*, their Heirs and Assigns for ever, by way of Mortgage thereof, for securing the Payment by the said *Charles Hollowell Hollowell Carew*, his Heirs, Executors, Administrators, or Assigns, to the said *John Campbell* and *Robert Pavin Davies*, or the Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, of the Sum of Ten thousand Pounds, with Interest thereon: And whereas by an Indenture of Settlement dated the Ninth Day of *March* One thousand eight hundred and fifty, between the said *Charles Hollowell Hollowell Carew* of the First Part, the said *Mary Murray Hollowell Carew* of the Second Part, Sir *James Carmichael* Baronet and the said *William Petrie Waugh* of the Third Part, Sir *George Russell Clerk* and *Houston Stewart* (now Sir *Houston Stewart*) of the Fourth Part, the said *John Campbell* and *Thomas Robert Tufnell* of the Fifth Part, and Sir *William Maxwell* Baronet and *Patrick Maitland* of the Sixth Part, wherein it was recited that the said *Charles Hollowell Hollowell Carew* intended to purchase the said Articles which under the said Will of his said Father had been selected as aforesaid, and was also desirous of raising such Sums of Money for the Benefit of the said *Benjamin Francis Hollowell Carew*, *Jane Grace Henrietta Hollowell Carew*, and *Mary Louisa Hollowell Carew* as therein-after mentioned, and also of making such Settlement of the Manors, Messuages, Farms, Lands, and Hereditaments thereby granted as therein-after mentioned, and wherein it was also recited that for better enabling the said *Charles Hollowell Hollowell Carew* to effect the said Object, and in consideration of the Settlement so to be made as therein-after mentioned, the said *Mary Murray Hollowell Carew* had agreed to enter into such Covenants as therein-after contained for the Purpose of restricting the said yearly Rentcharge of Six hundred Pounds which would become payable to her during her Life in case she should survive the said *Dame Ann Hollowell Carew* to such of the said Hereditaments and Premises on which the same were then charged as were mentioned and comprised in the First Part of the Schedule to the now reciting Indenture, it was witnessed, that in pursuance of the said Agreement, and in consideration of the Settlement therein-after made by the said *Charles Hollowell Hollowell Carew* of the said Hereditaments and Premises, the said *Mary Murray Hollowell Carew*, at his Request, did, for herself, her Heirs, Executors, and Administrators, covenant with the said Sir *James Carmichael* and *William Petrie Waugh*, their Heirs and Assigns, that the said *Mary Murray Hollowell Carew*, her Executors, Administrators, or Assigns, or any of them, would not at any Time thereafter, in case the said yearly Rentcharge should become payable to her as aforesaid, claim or demand the Payment of the same, or any Part thereof, out of any of the said Hereditaments and Premises other than the Hereditaments and Premises comprised in the First Part of the First Schedule to the same

Carew's Estate Act, 1857.

same Indenture, and that in case she or they should at any Time thereafter, in case the said yearly Rentcharge should become payable as aforesaid, claim or demand the same, or any Part thereof, out of any of the said Hereditaments and Premises other than the said Hereditaments and Premises comprised in the said First Part of the said First Schedule, contrary to the true Intent and Meaning of that present Covenant, then and from that Time the said Hereditaments and Premises other than the said Hereditaments and Premises comprised in the said First Part of the said First Schedule should be relieved from the Payment of the said yearly Rentcharge, and all Powers of Distress and Entry for securing the Payment of the same and the Arrears thereof, with a Proviso and Declaration that the said Hereditaments and Premises comprised in the said First Part of the said First Schedule should remain subject and liable to the said yearly Rentcharge in the same Manner as if the same Indenture had not been executed, or as near thereto as the Circumstances of the Case would admit; and it was also witnessed, that for the Purpose of effectuating such Desire, and in pursuance of the said Agreement, and also in consideration of the Covenant therein-before contained on the Part of the said *Mary Murray Hallowell Carew*, the said *Charles Hallowell Hallowell Carew* did thereby grant and convey unto the said *Sir James Carmichael* and *William Petrie Waugh*, their Heirs and Assigns, all those the several Manors or Lordships or reputed Manors or Lordships of *Beddington* and *Bandon*, *Norbury*, *Ravensbury* otherwise *Ravesbury*, *Walton* otherwise *Walton-upon-the-Hill*, and *Wallington*, in the County of *Surrey*, with the several and respective Rights, Royalties, Courts, Profits, and Benefits, Members, and Appurtenances to the said several Manors or Lordships or reputed Manors or Lordships respectively belonging, incident, or appertaining, and all that Capital Messuage or Mansion House in the Parish of *Beddington* in the County of *Surrey*, and then in the Occupation of the said *Charles Hallowell Hallowell Carew*, with the Pigeon House, Outhouses, Carpenters Shop, Stables, Deer Park, Yards, Backhouses, Gardens, Orchards, Pleasure Grounds, Woods, Plantations, Canals, Meadows, Lands or Ground covered with Water, Pastures, Feedings, and Hereditaments to the said Capital Messuage or Mansion House belonging or appertaining, or therewith used, occupied, or enjoyed, in the Parish of *Beddington* and Hamlet of *Wallington*, and in the Parish of *Mitcham* in the said County of *Surrey*, the Quantities, Qualities, and other Particulars whereof were particularly mentioned in the First Part of the First Schedule thereunder written or thereunto annexed, and also all that the Prebend or Portionary of *Beddington* in the said County of *Surrey*, and also all that the Advowson of the Rectory or Parish Church of *Beddington* aforesaid, and also all that the Advowson of the Rectory or Parish Church of *Walton-upon-the-Hill* otherwise *Walton* in the said County of *Surrey*, and also all those Messuages

or

Carew's Estate Act, 1857.

or Dwelling Houses, Cottages, Mills, Stables, Barns, Buildings, Sheds, Yards, Gardens, Orchards, Meadows, Pastures, Farms, Lands, Woods, Underwoods, Tenements, and Hereditaments situate, lying, and being in the several and respective Towns, Villages, Parishes, Hamlets, Fields, Precincts, and Territories of *Beddington, Bandon, Wallington, Carshalton, Croydon, Streatham, Mitcham, Morden* otherwise *Mourden, Merton*, and *Walton* otherwise *Walton-upon-the-Hill*, or some of them, or elsewhere in the said County of *Surrey* particularly mentioned or referred to, with the Names of the respective Occupiers and the Particulars thereof in the said several Schedules thereunder written or thereunto annexed, and also an annual Rent or Sum of Twenty Pounds then formerly Part of an annual Rent or Sum of Forty Pounds, then formerly charged upon or payable out of the Manors or Manor of *Banstead* and *Walton* otherwise *Walton-upon-the-Hill* in the County of *Surrey*, but which said annual Sum of Twenty Pounds was then charged upon the Manor and Hereditaments of *Banstead*, and also the several Quit and other Rents of or belonging to or payable to the Lord of the said Manors of *Beddington, Bandon, Norbury, Ravensbury* otherwise *Ravesbury, Walton* otherwise *Walton-upon-the-Hill*, and *Wallington* respectively, and all Tithes or commuted Rents in lieu of Tithes from or in respect of the said Hereditaments, or any Part or Parts thereof, and all and singular the Lands and Hereditaments which were, together with the said Manor of *Wallington*, by an Indenture bearing Date on or about the Tenth Day of *January* One thousand six hundred and eighty-four, demised for the Term of Five hundred Years from *Michaelmas* then last, and also all and singular other the Manors or Lordships or reputed Manors or Lordships, Messuages, Cottages, Mills, Buildings, Parks, Farms, Lands, Allotments, Woods, Rents, Prebend or Portionaries, Royalties, Advowsons, Tenements, and Hereditaments (if any) of the said *Charles Hallowell Hallowell Carew* in the said County of *Surrey*, with the Appurtenances, to hold the same unto the said Sir *James Carmichael* and *William Petrie Waugh*, their Heirs and Assigns; but as to all the said Hereditaments, subject to the said yearly Rentcharge of Six hundred Pounds then payable to the said Dame *Ann Hallowell Carew* for her Life, and to the said Term of One hundred Years, and other Powers and Remedies for securing the same yearly Rentcharge, and as to the said Hereditaments and Premises comprised in the First Part of the said First Schedule, subject to the said yearly Rentcharge of Six hundred Pounds to the said *Mary Murray Hallowell Carew* for her Life, in case the same should become payable, and to the said Term of One hundred Years, and other Powers and Remedies for securing the same yearly Rentcharge, and as to the Hereditaments and Premises comprised in the Second Schedule, subject to the said Mortgage of the Fourth Day of *March* One thousand eight hundred and fifty, and as to the Hereditaments and Premises comprised in the Third Schedule, subject to the

the

Carew's Estate Act, 1857.

the said Mortgage of the Fifth Day of *March* One thousand eight hundred and fifty, and as to the Hereditaments and Premises comprised in the Fourth Schedule, subject to the said Mortgage of the Sixth Day of *March* One thousand eight hundred and fifty, and as to all the said Hereditaments, subject to any Leases then subsisting on any Parts of the same, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements therein-after expressed, declared, and contained of and concerning the same; (that is to say,) as to the said Hereditaments and Premises comprised in the First Part of the said First Schedule thereto, to the Use, Intent, and Purpose that the said *Mary Murray Hallowell Carew* and her Assigns should thenceforth, during the joint Lives of herself and the said Dame *Ann Hallowell Carew*, receive and take a yearly Rentcharge of Six hundred Pounds, the same to be chargeable upon and yearly issuing and payable out of all and singular the said Hereditaments and Premises comprised in the First Part of the said First Schedule by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, without any Deduction or Abatement whatsoever on account or in respect of any Taxes, Charges, Assessments, or Impositions (except the Tax upon Property or Income), or otherwise howsoever, the First quarterly Payment of the same yearly Rentcharge to be made on the Twenty-fourth Day of *June* then next, with Powers of Distress and Entry on Nonpayment thereof; and as to all the Hereditaments and Premises comprised in the said First Schedule thereto, but as to the Hereditaments and Premises comprised in the First Part of the same Schedule, subject and charged as therein-before is mentioned, to the Use of the said Sir *George Russell Clerk* and Sir *Houston Stewart*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from the Day of the Date of the now reciting Indenture, without Impeachment of Waste, upon the Trusts therein-after declared thereof and subject thereto, and to the Trusts thereof, to the Use, Intent, and Purpose that the said *John Campbell* and *Thomas Robert Tufnell*, and the Survivor of them, and the Executors or Administrators of such Survivor, should and might thenceforth, during the joint Lives of the said *Charles Hallowell Hallowell Carew* and *Catherine Rebecca* his Wife, receive and take an annual Sum of Two hundred Pounds upon the Trusts therein-after declared thereof, the said annual Sum to be chargeable upon and yearly issuing and payable out of all and singular the said Hereditaments and Premises comprised in the First Part of the said Schedule by yearly Payment on the Twenty-fifth Day of *March* in every Year, without any Deduction (except the Tax upon Property or Income), the First Payment thereof to be made on the Twenty-fifth Day of *March* then instant, with Powers of Distress

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and Entry for Recovery thereof; and as to all the said Hereditaments and Premises therein-before granted, but as to the said Hereditaments and Premises comprised in the said First Schedule, subject to the said Term of Five hundred Years, and the Trusts thereof, and also subject and charged as lastly therein-before was mentioned, to the Use of the said *Charles Hallowell Hallowell Carew* and his Assigns during his Life, without Impeachment of Waste, with Remainder, as to the said Hereditaments and Premises comprised in the First Part of the said First Schedule thereto, to the Use of the said *Sir William Maxwell* and *Patrick Maitland*, their Executors, Administrators, and Assigns, for a Term of One thousand Years from the Decease of the said *Charles Hallowell Hallowell Carew*, without Impeachment of Waste, upon the Trusts therein-after declared thereof; and as to all the said Hereditaments and Premises therein-before granted, but as to the said Hereditaments and Premises comprised in the said First Part of the said First Schedule, subject to the said Term of One thousand Years, and the Trusts thereof, to the Use of the first and all and every other Son and Sons of the said *Charles Hallowell Hallowell Carew* severally, successively, and in remainder, one after another, as they respectively should be in Priority of Birth, and the Heirs of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs of his Body issuing to be preferred to the younger of such Sons and the Heirs of his Body issuing, with Remainder to the Use of all and every the Daughters and Daughter of the said *Charles Hallowell Hallowell Carew*, and the Heirs of their respective Bodies issuing, to be equally divided between or among the said Daughters, if more than One, in equal Shares as Tenants in Common, with Cross Remainders between such Daughters as Tenants in Common in Tail general; and if all the Daughters of the said *Charles Hallowell Hallowell Carew* but One should die without Issue, or there should be but One such Daughter, then as to the Entirety of the said Hereditaments and Premises to the Use of such One or such only Daughter, and the Heirs of her Body issuing, with Remainder to the Use of the said *Benjamin Francis Hallowell Carew* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the First and all and every other Son and Sons of the said *Benjamin Francis Hallowell Carew* severally, successively, and in remainder, one after another, as they should respectively be in Priority of Birth, and the Heirs of the Body and the respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs of his Body issuing to be preferred to the younger of such Sons and the Heirs of his Body issuing, with Remainder to the Use of all and every the Daughters and Daughter of the said *Benjamin Francis Hallowell Carew* and the Heirs of their respective Bodies issuing, to be equally divided between or among the said Daughters, if more than One, in equal Shares as Tenants in Common, with Cross Remainders between

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between such Daughters as Tenants in Common in Tail general; and if all the Daughters of the said *Benjamin Francis Hollowell Carew* but One should die without Issue, or there should be but One such Daughter, then as to the Entirety of the said Hereditaments and Premises to the Use of such One or such only Daughter and the Heirs of her Body issuing, with Remainder to the Use of the said *Jane Grace Henrietta Hollowell Carew* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the First and all and every other Son and Sons of the said *Jane Grace Henrietta Hollowell Carew* severally, successively, and in remainder, one after another, as they should respectively be in Priority of Birth, and the Heirs of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs of his Body issuing to be preferred to the younger of such Sons and the Heirs of his Body issuing, with Remainder to the Use of all and every the Daughters and Daughter of the said *Jane Grace Henrietta Hollowell Carew*, and the Heirs of their respective Bodies issuing, to be equally divided between or among the said Daughters, if more than One, in equal Shares as Tenants in Common, with Cross Remainders between such Daughters as Tenants in Common in Tail general; and if all the Daughters of the said *Jane Grace Henrietta Hollowell Carew* but One should die without Issue, or there should be but One such Daughter, then as to the Entirety of the said Hereditaments and Premises to the Use of such One or such only Daughter and the Heirs of her Body issuing, with Remainder to the Use of the said *Mary Louisa Hollowell Carew* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the First and all and every other Son and Sons of the said *Mary Louisa Hollowell Carew* severally, successively, and in remainder, one after another, as they should respectively be in Priority of Birth, and the Heirs of the Body and respective Bodies of all and every such Son and Sons issuing, the elder of such Sons and the Heirs of his Body issuing to be preferred to the younger of such Sons and the Heirs of his Body issuing, with Remainder to the Use of all and every the Daughters and Daughter of the said *Mary Louisa Hollowell Carew* and the Heirs of their respective Bodies issuing, to be equally divided between or among the said Daughters, if more than One, in equal Shares as Tenants in Common, with Cross Remainder between such Daughters as Tenants in Common in Tail general; and if all the Daughters of the said *Mary Louisa Hollowell Carew* but One should die without Issue, or there should be but One such Daughter, then as to the Entirety of the said Hereditaments and Premises to the Use of such One or such only Daughter, and the Heirs of her Body issuing, with Remainder to the Use of the said *Charles Hollowell Carew*, his Heirs and Assigns for ever; and the Trusts of the said Term of Five hundred Years thereby limited as aforesaid were thereby declared to be that the said Sir

George

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George Russell Clerk and *Sir Houston Stewart*, or the Survivor of them, his Executors or Administrators, should forthwith, by Sale or Mortgage of all or any Part of the Hereditaments and Premises comprised therein, for all or any Part of the same Term or otherwise as therein expressed, raise such Sum of Money as the Valuation of the said Articles so selected as aforesaid by the said Trustees of the said Will of the said *Charles Hallowell Carew*, and of the said Pieces of Land therein mentioned, should amount to, and should pay the Sum so raised to the Trustees of the same Will for the Purchase of the same Articles and Pieces of Land, and upon trust as to the said Hereditaments and Premises comprised in the said First Part of the said First Schedule thereto, for better securing, as therein expressed, the Payment of the said yearly Rentcharge of Six hundred Pounds therein-before limited at the Days and Times and in manner therein-before appointed for Payment thereof; and upon further Trust, as to the said Hereditaments and Premises comprised in the First Part of the said First Schedule thereto, that the said *Sir George Russell Clerk* and *Sir Houston Stewart*, and the Survivor of them, his Executors or Administrators, should, by Sale or Mortgage of all or any Part of the same Hereditaments and Premises for all or any Part of the same Term or otherwise as therein expressed, raise such Sum of Money for each of the said *Benjamin Francis Hallowell Carew*, *Jane Grace Henrietta Hallowell Carew*, and *Mary Louisa Hallowell Carew*, who should under the Trusts of the said Will of the said *Charles Hallowell Carew* attain a vested Interest in the Moneys so therein-before directed to be raised for the Purchase of the said Articles and Pieces of Land as, together with the Part or Share of the same Purchase Moneys to which each of them should respectively become so entitled, would amount to the Principal Sum of Five thousand Pounds, such Sum to be raised and paid to each of them respectively when and as they should respectively attain such vested Interest in the said Purchase Moneys as aforesaid, and also Interest after the Rate of Four Pounds *per Centum per Annum* on the respective Sums to which they should respectively for the Time being be so presumptively entitled to have raised, to be computed from the Day of the Date of those Presents until the same respective Sums should be so respectively raised and paid, such Interest to be applied for their respective Maintenance and Education until they should respectively attain such vested Interests as aforesaid, and to be paid for that Purpose to the said *Mary Murray Hallowell Carew*, or other the Guardian or Guardians for the Time being of them respectively, with a Proviso that, subject to the same several Trusts, the Rents and Profits of the said Hereditaments and Premises comprised in the same Term, or so much thereof as should remain after answering the same Trusts, should be received by the Person or Persons entitled to the same Premises in reversion or remainder expectant on the Determination of the same Term for his and their own Use; and it was thereby declared that the said annual Sum of

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of Two hundred Pounds was so limited to the said *John Campbell* and *Thomas Robert Tufnell*, their Executors, Administrators, and Assigns, upon the Trusts declared thereof by the Indenture then already prepared and next herein-after recited; and the Trusts of the said Term of One thousand Years thereby limited were declared to be that if there should be any Child or Children of the said *Charles Hallowell Hallowell Carew*, who being Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry (other than or besides the First or only Son, or any other Son or Sons, who before his or their respectively attaining the Age of Twenty-one Years should become entitled under or by virtue of those Presents to the said Hereditaments and Premises for the said Estate in Tail Male in possession or in reversion, immediately expectant on the Death of the said *Charles Hallowell Hallowell Carew*), then the said Sir *William Maxwell* and *Patrick Maitland*, or the Survivor of them, or the Executors or Administrators of such Survivor, shall, after the Decease of the said *Charles Hallowell Hallowell Carew*, or in his Lifetime with his Consent in Writing, by mortgaging, selling, or otherwise disposing of the said Hereditaments and Premises, or any of them, for all or any Part of the same Term, or otherwise as therein expressed, raise for the Portion or Portions of such younger Child or younger Children such Sum as therein-after mentioned, that is to say, if there should be but One such younger Child, the Sum of Five thousand Pounds to be paid to such Child being a Son at his Age of Twenty-one Years, or being a Daughter at her Age of Twenty-one Years or Day of Marriage, which should first happen after the Death of the said *Charles Hallowell Hallowell Carew*, and if the same should happen in his Life then immediately after his Death; and if there should be Two such younger Children and no more, then the Sum of Nine thousand Pounds; and if there should be Three such younger Children and no more, then the Sum of Twelve thousand Pounds; and if there should be Four or more such younger Children, then the Sum of Fifteen thousand Pounds; the said Sum of Nine thousand Pounds, Twelve thousand Pounds, or Fifteen thousand Pounds, as the event might happen, to be paid or divided to, between, or among the Children respectively entitled thereto, or any One or more exclusively of the others or other of them, in such Parts or Shares, if more than One, and to be subject to such Trusts, Powers, Provisions, Conditions, Restrictions, and Trusts over for the Benefit of all or any One or more of such Children, as the said *Charles Hallowell Hallowell Carew* should by Deed or Will appoint, and in default of such Appointment, to be divided between or among the Children entitled thereto respectively in equal Shares, to be paid to them respectively, being a Son or Sons, at his or their Age or respective Ages of Twenty-one Years, and being a Daughter or Daughters at her or their Age or respective Ages of Twenty-one Years.

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or Day or respective Days of Marriage, which should first happen, if the same respectively should happen after the Death of the said *Charles Hallowell Hallowell Carew*, but if the same respectively should happen during his Life, then immediately after his Death, with a Hotchpot Clause and Provision for Advancement of such younger Children being Sons, and a Proviso that no more than the Sum of Fifteen thousand Pounds should be raiseable for Portions under the Trusts therein-before declared, and for the Advancement of such younger Sons, and with other incidental Provisions; and it was thereby declared that it should be lawful for the said *Charles Hallowell Hallowell Carew* at any Time or Times thereafter by Deed or Will to augment the said yearly Rentcharge of Six hundred Pounds therein-before limited to the said *Mary Murray Hallowell Carew* during the joint Lives of herself and the said Dame *Ann Hallowell Carew*, and also the said yearly Rentcharge of Six hundred Pounds to which the said *Mary Murray Hallowell Carew* was so entitled as aforesaid, to become payable from and after the Death of the said Dame *Ann Hallowell Carew* in case the said *Mary Murray Hallowell Carew* should survive her, or either of the said yearly Rentcharges, by any annual Sum or Sums not exceeding in the whole the annual Sum of Four hundred Pounds, and that after any such Augmentation the Powers and Remedies for enforcing Payment of such of the said yearly Rentcharges as should be so augmented should be applicable for enforcing Payment of the annual Sum added by way of Augmentation; and it was thereby declared that it should be lawful for the said *Charles Hallowell Hallowell Carew* at any Time or Times thereafter (subject and without Prejudice to the said Moneys therein-before directed to be raised for the Purchase of the said Articles and Pieces of Land, and to the said annual Sums of Six hundred Pounds therein-before limited, and also to the said Principal Sums and Interest therein-before directed to be raised for the Benefit of the said *Benjamin Francis Hallowell Carew*, *Jane Grace Henrietta Hallowell Carew*, and *Mary Louisa Hallowell Carew*, and to the said Term of Five hundred Years, and to the said annual Sum of Two hundred Pounds, and to the said Sums therein-before directed to be raised for the Portions of the younger Children of the said *Charles Hallowell Carew*, and to the said Term of One thousand Years,) by Deed or Will to subject or charge all or any of the said Manors and other Hereditaments therein-before granted, or any Part thereof, to or with the Payment of any Sums not exceeding in the whole the Sum of Thirty-five thousand Pounds Sterling unto such Persons, at such Times, and for such Intents and Purposes, with such Interest for the same, not exceeding the Rate of Five Pounds *per Centum per Annum*, and in such Manner, as he should think proper, and to appoint the Hereditaments so to be charged to any Person or Persons, for any Term of Years, with or without Impeachment of Waste, upon any Trusts, by way

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of Mortgage or otherwise, to raise the Principal Money and Interest so to be charged, and the Costs and Expenses (if any) to be incurred in or about the Execution of the Trusts thereof; and Power was thereby given to the said *Benjamin Francis Hallowell Carew*, either before or when he should be in possession or entitled to the Rents and Profits of the said Hereditaments and Premises therein-before granted by Deed or Will, (but subject and without Prejudice to the Charges, Uses, and Estates preceding the Use or Estate thereby limited to him, and to the Powers relating to such preceding Uses or Estates which should be then subsisting or capable of taking Effect or being exercised, and also subject and without Prejudice to the Charges, Uses, and Estates, if any, which should be limited in exercise of the same Powers or any of them,) to appoint unto or to the Use of or in trust for any Woman whom he might marry, for her Life and for her Jointure, and in bar or without being in bar of Dower, and either before or after Marriage, a yearly Rentcharge not exceeding in the whole for any One such Woman the yearly Sum of Five hundred Pounds, to be issuing and payable out of and charged upon all or any Part of the said Hereditaments and Premises therein-before granted, clear of all Outgoings, with usual Powers and Remedies of Distress and Entry and Perception of Rents and Profits, and any Term of Years, with or without Impeachment of Waste, upon Trusts for better securing Payment thereof, but not to take effect in possession or charge the Hereditaments intended to be charged, unless and until the said *Benjamin Francis Hallowell Carew* should under or by virtue of the Limitations aforesaid, or some of them, become entitled in possession, or if he should die previously thereto, then unless and until he would, in consequence of the determining of the Uses and Estates preceding the Use or Estate thereby limited to him, have become, if living, entitled in possession during the Life of his Wife so jointured; and Power was thereby given to the said *Benjamin Francis Hallowell Carew*, *Jane Grace Henrietta Hallowell Carew*, and *Mary Louisa Hallowell Carew* respectively, either before or when he or she should be in possession or entitled to the Rents and Profits of the said Hereditaments and Premises therein-before granted by Deed or Will, (but subject and without Prejudice to the Charges, Uses, and Estates preceding the Use or Estate thereby limited to him or her, and the Powers relating to such preceding Uses or Estates, if any such Charges, Uses, Estates, or Powers should be then subsisting or capable of taking Effect or being exercised, and also subject and without Prejudice to the Uses and Estates to be limited in exercise of the same Powers or any of them,) to charge all or any Part of the said Hereditaments and Premises with the Payment of any Sums for the Portions of his or her younger Child or younger Children, not exceeding in the whole, if but One such younger Child, the Sum of Four thousand Pounds; if Two such younger Children and no more, the Sum of Seven thousand Pounds; if
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Three such younger Children and no more, the Sum of Nine thousand Pounds, and if more than Three such younger Children, the Sum of Ten thousand Pounds, with Interest at any Rate not exceeding Four Pounds *per Centum per Annum*, to be vested in and paid to or between such younger Child or younger Children respectively as therein expressed; and for the Purpose of raising such Portions and Interest to appoint all or any Part of the Hereditaments so to be charged for any Term of Years, with or without Impeachment of Waste, upon any Trusts by way of Mortgage to raise the Money and Interest so to be charged, and with Provisoes limiting the total Amount payable at any One Time under the said Power of jointuring by the said *Benjamin Francis Hollowell Carew* (exclusive of the said yearly Rentcharge for the said *Dame Ann Hollowell Carew*, but inclusive of the yearly Rentcharge for the said *Mary Murray Hollowell Carew*,) to the annual Sum of One thousand Pounds, and limiting the total Amount chargeable at any One Time under the several Powers of charging with Portions by the said *Benjamin Francis Hollowell Carew* and the other Tenants for Life (inclusive of any Sum raiseable under the Trusts of the said Term of One thousand Years for the Benefit of any Child or Children of the said *Charles Hollowell Hollowell Carew*) to the Sum of Twenty-five thousand Pounds and Interest thereon; and by the same Indenture there were created Powers for the Trustees thereof to manage the Estates thereby settled during the Minority of any Tenant for Life or Tenant in Tail by Purchase, and for leasing the Settled Estates for Thirty-one Years for Occupation, and for Ninety-nine Years for Building Purposes, and for Sixty Years for Mining Purposes, and for enfranchising Copyholds, and for granting Licences to Copyholders for building and other Purposes, and for making Sales, Exchanges, and Partitions of the Settled Estates, and for investing Moneys raised by such Sales and other Trust Moneys in the Purchase of Estates to be settled to like Uses, with divers incidental Provisions; and it was further witnessed that for better effectuating the said Desire, and for the Considerations aforesaid, the said *Charles Hollowell Hollowell Carew* did assign unto the said *Sir James Carmichael* and *William Petrie Waugh*, their Executors, Administrators, and Assigns, all and singular the Family Portraits, Pictures, Silver Plate, and plated Articles marked with the *Carew* or *Hollowell* Arms then or then late in or about the said Mansion House at *Beddington* aforesaid, and also the Diamond Ear-rings, Head-star, and Solitaire then formerly belonging to the said *Ann Paston Gee*, to hold unto the said *Sir James Carmichael* and *William Petrie Waugh*, their Executors, Administrators, and Assigns, upon trust to permit the same to be held and enjoyed, so far as the Rules of Law and Equity would permit, by the Person or Persons who for the Time being should be entitled to the actual Possession or to the Receipt of the Rents and Profits of the said Mansion House at *Beddington* under or by virtue of the

Limitations

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Company for Ten thousand Pounds accordingly on the Life of the said *Charles Hallowell Hallowell Carew*, and have ever since kept it up: And whereas the said Family Portraits and other Articles comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty were delivered to the said *Charles Hallowell Hallowell Carew* as the Person entitled to the actual Possession or the Receipt of the Rents and Profits of the said Mansion House at *Beddington*, and therefore entitled under the Trusts of the said Indenture to the Possession of the same Family Portraits and other Articles: And whereas, in pursuance of the said Trusts of the said Will of the said *Charles Hallowell Carew*, the said selected Articles were valued at the Sum of Six thousand four hundred and five Pounds Seven Shillings and Sixpence, and the said Two Pieces of Land in the same Will mentioned were valued at the Sum of Two hundred and forty Pounds Ten Shillings, making together the Sum of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence, and the said *Charles Hallowell Hallowell Carew* agreed to purchase the said selected Articles at the said Sum of Six thousand four hundred and five Pounds Seven Shillings and Sixpence, and the same were delivered to him by the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh*; and by an Indenture or Deed of Conveyance, dated the Twenty-fourth Day of *May* One thousand eight hundred and fifty-one, between the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh* of the First Part, the said *Charles Hallowell Hallowell Carew* of the Second Part, and the said *Sir James Carmichael and William Petrie Waugh* of the Third Part, the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh*, in consideration of the said Sum of Two hundred and forty Pounds Ten Shillings being secured to them by the Indenture next herein-after stated, conveyed the said Two Pieces of Land unto the said *Sir James Carmichael and William Petrie Waugh* and their Heirs to the Uses and upon the Trusts by the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty declared of the Hereditaments and Premises comprised in the Second Part of the said First Schedule to the same Indenture, or such of them as were then subsisting and capable of taking Effect: And whereas by an Indenture of Assignment by way of Mortgage, also dated the Twenty-fourth Day of *May* One thousand eight hundred and fifty-one, between the said *Sir George Russell Clerk and Sir Houston Stewart*, then *Houston Stewart*, of the First Part, the said *Charles Hallowell Hallowell Carew* of the Second Part, and the said *Charles Powlett Rushworth, William Parker, and William Petrie Waugh* of the Third Part, the said *Sir George Russell Clerk and Sir Houston Stewart*, in pursuance of the Trusts of the said Term of Five hundred Years limited by the said Indenture of Settlement of the Ninth Day of *March* One thousand eight

Indenture,
dated 24th
May 1851,
conveying
the Two
Pieces of
Land to the
Uses of the
Settlement.

Indenture,
dated 24th
May 1851.

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eight hundred and fifty as aforesaid, and in consideration of such Delivery as aforesaid of the said specified Articles and such Conveyance as aforesaid of the said Two Pieces of Land, and at the Request of the said *Charles Hallowell Hallowell Carew*, assigned unto the said *Charles Powlett Rushworth*, *William Parker*, and *William Petrie Waugh*, their Executors, Administrators, and Assigns, Part of the said Hereditaments and Premises comprised in the said Second Part of the said First Schedule to the same Indenture of Settlement, to hold the same, subject (together with the other Hereditaments charged therewith) to the said yearly Rentcharge of Six hundred Pounds for the said Dame *Ann Hallowell Carew*, unto the said *Charles Powlett Rushworth*, *William Parker*, and *William Petrie Waugh*, their Executors, Administrators, and Assigns, for the Residue of the said Term of Five hundred Years, for securing Payment to the said *Charles Powlett Rushworth*, *William Parker*, and *William Petrie Waugh*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, of the Sum of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence, with Interest thereon : And whereas by an Indenture endorsed on the said lastly herein-before recited Indenture, and dated the Twenty-sixth Day of *March* One thousand eight hundred and fifty-two, between the said *Charles Powlett Rushworth*, *William Parker*, and *William Petrie Waugh* of the First Part, the said *Charles Hallowell Hallowell Carew* of the Second Part, and *Ellis Watkin Cunliffe* of the Third Part, in consideration of the Sum of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence by the said *Ellis Watkin Cunliffe* paid to the said *Charles Powlett Rushworth*, *William Parker*, and *William Petrie Waugh*, they transferred their said Mortgage for Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence, and Interest, to the said *Ellis Watkin Cunliffe*: And whereas by an Indenture dated the Sixth Day of *May* One thousand eight hundred and fifty-one, between the said *Charles Hallowell Hallowell Carew* of the one Part, and *Edward Richard Rupert George Banks* of the other Part, the said *Charles Hallowell Hallowell Carew*, in pursuance of his said Power of charging the said Settled Estates with the Sum of Thirty-five thousand Pounds and Interest, appointed certain Hereditaments therein described, being Parts of the said Settled Estates, to the Use of the said *Edward Richard Rupert George Banks*, his Executors, Administrators, and Assigns, for a Term of One thousand two hundred Years by way of Mortgage, for securing Payment to the said *Edward Richard Rupert George Banks*, his Executors, Administrators, or Assigns, of the Sum of Ten thousand Pounds, with Interest thereon : And whereas by an Indenture endorsed on the said Indenture of the Sixth Day of *May* One thousand eight hundred and fifty-one, and dated the Sixth Day of *February* One thousand eight hundred and fifty-five, between the said

Indenture,
dated 26th
March 1852.

Indenture,
dated 6th
May 1851.

Indenture,
dated 6th
Feb. 1855.

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Indenture,
dated 7th
May 1851.

said *Edward Richard Rupert George Banks* of the First Part, the said *Charles Hallowell Hallowell Carew* of the Second Part, and the said *Walter Henry Hitchcock* of the Third Part, the said lastly hereinbefore recited Mortgage for Ten thousand Pounds and Interest was transferred to the said *Walter Henry Hitchcock*: And whereas by an Indenture dated the Seventh Day of *May* One thousand eight hundred and fifty-one, between the said *Charles Hallowell Hallowell Carew* of the one Part, and *Henry Daniel Davies* and the said *Robert Pavin Davies* of the other Part, the said *Charles Hallowell Hallowell Carew*, in further pursuance of his said Power of charging the said Settled Estates with the Sum of Thirty-five thousand Pounds and Interest, charged the said Settled Estates or Parts thereof with the Payment to the said *Henry Daniel Davies* and *Robert Pavin Davies*, or the Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, of the Sum of Ten thousand Pounds, with Interest thereon, and appointed and demised the same Hereditaments unto the said *Henry Daniel Davies* and *Robert Pavin Davies*, their Executors, Administrators and Assigns, for a Term of Two thousand two hundred Years, upon Trusts for raising the same Principal Sum and Interest: And whereas by an Indenture endorsed on the said Indenture of the Seventh Day of *May* One thousand eight hundred and fifty-one, and dated the Eighth Day of *June* One thousand eight hundred and fifty-three, between the said *Henry Daniel Davies* and *Robert Pavin Davies* of the one Part, and *William Wiltshire Smith* and *William Atkinson* of the other Part, the same Mortgage for Ten thousand Pounds and Interest was transferred unto the said *William Wiltshire Smith* and *William Atkinson*: And whereas by an Indenture dated the Twenty-second Day of *May* One thousand eight hundred and fifty-four, between the said *William Wiltshire Smith* and *William Atkinson* of the First Part, the said *Charles Hallowell Hallowell Carew* of the Second Part, and the said *Walter Henry Hitchcock* of the Third Part, the same Mortgage for Ten thousand Pounds and Interest was transferred unto the said *Walter Henry Hitchcock*: And whereas by an Indenture dated the Seventh Day of *June* One thousand eight hundred and fifty-one, between the said *Charles Hallowell Hallowell Carew* of the one Part, and the said *Thomas Robert Tufnell* of the other Part, the said *Charles Hallowell Hallowell Carew*, in further pursuance of his said Power of charging the said Settled Estates with the Sum of Thirty-five thousand Pounds and Interest, charged the said Settled Estates or Parts thereof with the Payment to the said *Thomas Robert Tufnell*, his Executors, Administrators, and Assigns, of the Sum of Five thousand Pounds, with Interest thereon, and appointed the same Hereditaments unto the said *Thomas Robert Tufnell*, his Executors, Administrators, and Assigns, for a Term of Three thousand two hundred Years, upon Trusts for

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Indenture,
dated 8th
June 1853.

Indenture,
dated 22d
May 1854.

Indenture,
dated 7th
June 1851.

Carew's Estate Act, 1857.

raising the same Principal Sum and Interest: And whereas by an Indenture, dated 7th Sept. 1851. Indenture endorsed on the said Indenture of the Seventh Day of *June* One thousand eight hundred and fifty-one, and dated the Seventh Day of *September* One thousand eight hundred and fifty-one, between the said *Thomas Robert Tufnell* of the one Part, and *Howell Price Paynter* of the other Part, the said Mortgage for Five thousand Pounds and Interest was transferred unto the said *Howell Price Paynter*: And whereas the said *Howell Price Paynter* afterwards died, having Will of *Howell Price Paynter*, dated 10th Oct. 1851. Will of by his last Will and Testament in Writing, dated the Tenth Day of *October* One thousand eight hundred and fifty-one, appointed his Wife *Eleanor Frances Paynter* and *William Davies* and the said *Robert Pavin Davies* Executors thereof, and on the Ninth Day of *January* One thousand eight hundred and fifty-two they proved the same Will in the Prerogative Court of *Canterbury*: And whereas by an Indenture, dated 3d Dec. 1851. Indenture, dated 3d Dec. 1851. Indenture dated the Third Day of *December* One thousand eight hundred and fifty-one, between the said *Charles Hallowell Hallowell Carew* of the one Part, and the said *Walter Henry Hitchcock* of the other Part, the said *Charles Hallowell Hallowell Carew*, in further pursuance of his said Power of charging the said Settled Estates with the Sum of Thirty-five thousand Pounds and Interest, charged the said Settled Estates, or Parts thereof, with the Payment to the said *Walter Henry Hitchcock*, his Executors, Administrators, or Assigns, of the Sum of Ten thousand Pounds, with Interest thereon, and appointed the same Hereditaments unto the said *Walter Henry Hitchcock*, his Executors, Administrators, and Assigns, for a Term of Four thousand two hundred Years, upon Trusts for raising the same Principal Sum and Interest: And whereas by the several Mortgages of the Sixth Day of *May* One thousand eight hundred and fifty-one for Ten thousand Pounds and Interest, the Seventh Day of *May* One thousand eight hundred and fifty-one for Ten thousand Pounds and Interest, the Seventh Day of *June* One thousand eight hundred and fifty-one for Five thousand Pounds and Interest, and the Third Day of *December* One thousand eight hundred and fifty-one for Ten thousand Pounds and Interest, the said *Charles Hallowell Hallowell Carew* charged the said Settled Estates or Parts thereof with the total Principal Sum of Thirty-five thousand Pounds and Interest, being the Principal Sum and Interest which he could charge under the said Power in that Behalf limited to him by the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty as aforesaid: And whereas by a Decree made on the Eleventh Day of *May* One thousand eight hundred and fifty-four by his Honour Vice-Chancellor *Wood* in Two Causes then and still depending in the Court of Chancery, in one of which Causes ("*Hitchcock versus Carew*") the said *Walter Henry Hitchcock* was Plaintiff, and the said *Charles Hallowell Hallowell Carew*, *Benjamin Francis Hallowell Carew*, *Jane Grace Henrietta Hallowell Carew*, *Mary Louisa Hallowell* Decree of Court of Chancery, dated 11th May 1854. Decree of

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Carew's Estate Act, 1857.

lowell Carew and others were Defendants, and in the other of which Causes ("*Hitchcock versus Chapman*") the said *Walter Henry Hitchcock* was Plaintiff, and *James Edward Chapman* and another were Defendants, it was ordered that in the event therein expressed, and which afterwards happened, the Lands and Hereditaments comprised in the said Indentures of Mortgage of the Fourth Day of *March* One thousand eight hundred and fifty, the Fifth Day of *March* One thousand eight hundred and fifty, and the Sixth Day of *March* One thousand eight hundred and fifty respectively, should be sold, and it was ordered that the Money to arise by such Sales should be paid into the Bank, with the Privity of the Accountant General of the said Court: And whereas in pursuance of the Directions for that Purpose contained in the said Decree so much of the Lands and Hereditaments thereby directed to be sold as was sufficient for the Purposes of the said Suit was sold, and the Purchase Moneys arising from the said Sales were from Time to Time paid into the Bank, with the Privity of the said Accountant General, and were, when so paid in, laid out in the Purchase of Consolidated Three Pounds *per Centum* Annuities, in the Name and with the Privity of the said Accountant General, in trust in the same Causes, and at the Date of the Order next herein-after recited there was standing in the Name of the said Accountant General, in trust in the same Causes, the Sum of Seventy-eight thousand and eighty-eight Pounds Seven Shillings and Sixpence Consolidated Three Pounds *per Centum* Annuities: And whereas the Hereditaments so sold comprised the greater Part of the Hereditaments comprised in the said Indenture of Mortgage of the Fourth Day of *March* One thousand eight hundred and fifty, and the whole of the Hereditaments comprised in the said Indentures of Mortgage of the Fifth Day of *March* One thousand eight hundred and fifty and the Sixth Day of *March* One thousand eight hundred and fifty respectively, and such of the Hereditaments comprised in the said Indenture of Mortgage of the Fourth Day of *March* One thousand eight hundred and fifty as were not so sold are specified in the First Schedule to this Act annexed: And whereas by an Order made in the same Causes on the Twenty-eighth Day of *June* One thousand eight hundred and fifty-six, upon the Petition of the said Plaintiff *Walter Henry Hitchcock*, it was ordered that out of the Sum of Sixty-four thousand and eighty-eight Pounds Seven Shillings and Sixpence Consolidated Three Pounds *per Centum* Annuities therein mentioned as Part of the Seventy-eight thousand and eighty-eight Pounds Seven Shillings and Sixpence like Annuities standing in the Name of the said Accountant General in trust in the same Causes, so much thereof as according to the average Price of such Annuities on the Sixteenth Day of *July* One thousand eight hundred and fifty-six would be equivalent to the Sum of Eight thousand three hundred and fifty-four Pounds Two Shillings and Sixpence Sterling should be carried over to the Credit of the same Causes to a separate Account, to

Order of
Court, dated
28th June
1856.

Carew's Estate Act, 1857.

to be entitled "The Account of the Defendants *Benjamin Francis Hollowell Carew, Jane Grace Henrietta Hollowell Carew, and Mary Louisa Hollowell Carew,*" and the said Accountant General was to declare the Trusts thereof accordingly, subject to the further Order of the said Court, and it was ordered that the Dividends to accrue on the Annuities to be so carried over from Time to Time as the same should become due should be paid to the said *Benjamin Francis Hollowell Carew, Jane Grace Henrietta Hollowell Carew, and Mary Louisa Hollowell Carew* in equal Shares until the further Order of the said Court: And whereas the said Sum of Eight thousand three hundred and fifty-four Pounds Two Shillings and Sixpence was the aggregate Amount of such Sums of Money to be raised under the Trusts of the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty for each of the said Defendants *Benjamin Francis Hollowell Carew, Jane Grace Henrietta Hollowell Carew, and Mary Louisa Hollowell Carew* who should, under the Trusts of the said Will of the said *Charles Hollowell Carew*, attain a vested Interest in the aforesaid Purchase Money or Sum of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence as, together with the Part or Share of the said Sum of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence to which each of them had or should respectively become so entitled, would amount to the Sum of Five thousand Pounds by the said last-mentioned Indenture directed to be raised and paid to each of them in manner therein expressed; and in pursuance of the said Order of the Twenty-eighth Day of *June* One thousand eight hundred and fifty-six the Sum of Eight thousand seven hundred and forty-seven Pounds Fifteen Shillings and Sixpence Consolidated Three Pounds *per Centum* Annuities, being so much of the therein mentioned Sum of Sixty-four thousand and eighty-eight Pounds Seven Shillings and Sixpence like Annuities as was equivalent to the said Sum of Eight thousand three hundred and fifty-four Pounds Two Shillings and Sixpence Sterling, was carried over in the Name of the said Accountant General to the Credit of the said Causes of "*Hitchcock versus Carew*" and "*Hitchcock versus Chapman*" to a separate Account, entitled "The Account of the Defendants *Benjamin Francis Hollowell Carew, Jane Grace Henrietta Hollowell Carew, and Mary Louisa Hollowell Carew:*" And whereas Payments were made out of the Proceeds of the Sale of Part of the said Annuities purchased with the Proceeds of the said Sales, and the Remainder of the Proceeds of the Sales directed by the said Order of the Eleventh Day of *May* One thousand eight hundred and fifty-four were paid into the Bank, with the Privity of the said Accountant General, and were laid out in the Purchase of Consolidated Three Pounds *per Centum* Annuities in the Name and with the Privity of the Accountant General in trust in the same Causes, and there was
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Carew's Estate Act, 1857.

standing in the Name of the said Accountant General to the Credit of the same Causes the Sum of Twenty thousand six hundred and sixty-two Pounds and Ninepence Consolidated Three Pounds *per Centum* Annuities and Four thousand two hundred and nine Pounds and Elevenpence Cash, subject however to certain Claims of some of the Parties to the same Causes, and to such of the Costs of the same Causes, as might be ordered to be paid thereout, and after Payment of such Claims and Costs the Surplus (if any) of the same Annuities and Cash will be payable to the Trustees of the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty: And whereas out of the Funds in Court in the same Causes the recited Mortgages of the Fourth Day of *March* One thousand eight hundred and fifty for Seven thousand eight hundred and sixty Pounds and Interest, and of the Fifth Day of *March* One thousand eight hundred and fifty for Seven thousand three hundred and eighty Pounds and Interest, and of the Sixth Day of *March* One thousand eight hundred and fifty for Ten thousand Pounds and Interest, and of the Sixth Day of *May* One thousand eight hundred and fifty-one for Ten thousand Pounds and Interest, and of the Seventh Day of *May* One thousand eight hundred and fifty-one for Ten thousand Pounds and Interest, and of the Seventh Day of *June* One thousand eight hundred and fifty-one for Five thousand Pounds and Interest, and of the Third Day of *December* One thousand eight hundred and fifty-one for Ten thousand Pounds and Interest, have been respectively paid off and satisfied, but no Reconveyance of such of the Hereditaments comprised therein as are specified in the First Schedule to this Act annexed has been made: And whereas the said Sum of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence so paid by the said *Ellis Watkin Cunliffe* to the said *Charles Powlett Rushworth, William Parker* and *William Petrie Waugh* as aforesaid was applied by them upon the Trusts thereof declared by the said Will of the said *Charles Hallowell Carew*: And whereas on the Second Day of *July* One thousand eight hundred and fifty the said *William Petrie Waugh* intermarried with the said *Mary Murray Hallowell Carew* now *Mary Murray* his Wife, but no Settlement or Agreement for a Settlement of her said yearly Rentcharge of Six hundred Pounds has been made: And whereas the said Dame *Ann Hallowell Carew* died in the Month of *February* One thousand eight hundred and fifty-five, and all Payments of her said yearly Rentcharge of Six hundred Pounds which accrued due to her were paid or satisfied: And whereas the said *Charles Powlett Rushworth* departed this Life before the filing of the Bill next herein-after recited: And whereas on the Thirteenth Day of *March* One thousand eight hundred and fifty-five the said *Charles Hallowell Hallowell Carew* filed his Bill of Complaint in the High Court of Chancery against the said *William Petrie Waugh* and

Bill of Complaint, dated 13th March 1855.

Carew's Estate Act, 1857.

and *Mary Murray* his Wife, *Sir James Carmichael* (in the Bill called *Sir James Robert Carmichael*), *Sir George Russell Clerk*, *Sir Houston Stewart* then *Houston Stewart*, *John Campbell*, *Thomas Robert Tufnell*, *Sir William Maxwell*, *Patrick Maitland*, *Benjamin Francis Hallowell Carew*, *Jane Grace Henrietta Hallowell Carew*, *Mary Louisa Hallowell Carew*, and *Catherine Rebecca Hallowell Carew*, and thereby prayed for a Declaration that the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty was not binding upon him at all, or that the same was not binding on him except so far as it created the said Terms of Five hundred Years thereby vested in the said *Sir George Russell Clerk* and *Sir Houston Stewart*, and One thousand Years thereby vested in the said *John Campbell* and *Thomas Robert Tufnell*, and the Trusts affecting such Terms respectively, and so far as concerned the Purchase of the Articles which under and by virtue of the Provisions of the Will of the said *Charles Hallowell Carew*, the Plaintiff had the Option of purchasing; and also praying that all proper Directions might be given for setting aside the same Indenture of Settlement altogether, the Plaintiff undertaking to confirm the several Securities created by him under the Power to raise Money therein contained, as also the said Indentures of Mortgage of the Fourth, Fifth, and Sixth Days of *March* One thousand eight hundred and fifty, as Charges upon the Fee Simple of the said Estates, subject to any Question as between him and the Parties having the Benefit of such Charges respectively as to the Amount due thereon, or that all proper Directions might be given, and all proper Conveyances and Assurances executed which might be necessary or proper to be executed for varying the Limitations contained in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, in accordance with such Declarations or otherwise as should be right, the said Plaintiff being ready and willing and thereby offering to execute all such Conveyances and Assurances as might be necessary or proper to be executed for confirming the said Terms of Five hundred Years thereby vested in the said *Sir George Russell Clerk* and *Sir Houston Stewart*, and One thousand Years thereby vested in the said *John Campbell* and *Thomas Robert Tufnell*, and the Trusts affecting such Terms respectively, and so far as concerned the Purchase of the said Articles; and also praying general Relief: And whereas by an Indenture of Settlement dated the Sixth Day of *July* One thousand eight hundred and fifty-five, between the said *Benjamin Francis Hallowell Carew* of the First Part, the said *William Petrie Waugh* of the Second Part, *Mary Fanny Cornewall* of the Third Part, and the Right Honourable *Charles Henry Spencer George Lord Garvagh* and *Sir George Russell Clerk* of the Fourth Part (being a Settlement made in consideration of the Marriage then intended between the said *Benjamin Francis Hallowell Carew* and the said *Mary Fanny Cornewall*, now

Indenture of Settlement, dated 6th July 1855.

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Carew's Estate Act, 1857.

Mary Fanny his Wife), the said *Benjamin Francis Hallowell Carew* covenanted with the said *Lord Garvagh* and *Sir George Russell Clerk* that the said *Benjamin Francis Hallowell Carew* would do and execute all such Acts and Deeds whatsoever as might be considered necessary, in exercise of the said Powers in that Behalf contained in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, effectually and irrevocably to limit and appoint a yearly Rentcharge of Five hundred Pounds to and in favour of the said *Mary Fanny* his Wife : And whereas the Marriage between the said *Benjamin Francis Hallowell Carew* and *Mary Fanny* his Wife was solemnised on the Seventh Day of *July* One thousand eight hundred and fifty-five : And whereas there is Issue of the Marriage of the said *Benjamin Francis Hallowell Carew* and *Mary Fanny* his Wife Two Children only, Daughters, *Norah Louisa Carew*, who was born on the Fourth Day of *July* One thousand eight hundred and fifty-six, and *Rose Frances Carew*, who was born on the Twenty-sixth Day of *May* One thousand eight hundred and fifty-seven : And whereas on the Thirtieth Day of *October* One thousand eight hundred and fifty-six *Sir Charles Robert Pigott* Baronet intermarried with the said *Mary Louisa Hallowell Carew*, now *Dame Mary Louisa* his Wife :
 s there is no Issue of either of the said *Charles Hallowell Carew* and *Dame Mary Louisa Pigott* : And whereas the said Bill of Complaint of the said *Charles Hallowell Hallowell Carew* was from Time to Time amended and revived, and the said *Mary Fanny Carew*, *Sir Charles Robert Pigott*, *Norah Louisa Carew*, *Rose Frances Carew*, and *Lord Garvagh* were made Defendants thereto : And whereas by an Indenture dated the Fifth Day of *May* One thousand eight hundred and fifty-six, between the said *Charles Hallowell Hallowell Carew* of the First Part, *Robert Hallowell Carew* and *William Augustus Ford*, therein described as a Creditor of the said *Charles Hallowell Hallowell Carew*, of the Second Part, the several Persons Judgment Creditors of the said *Charles Hallowell Hallowell Carew*, who, with the Consent of the Parties thereto of the Second Part, or of the Trustees or Trustee for the Time being of that Indenture, or with the Approbation of the said Court in any Suit or Suits to be instituted therein for the Administration of the Trusts intended to be thereby created, were or should become Parties to that Indenture by subscribing their Names and affixing their Seals in and to the First Schedule thereto, of the Third Part, and the several Persons Creditors of the said *Charles Hallowell Hallowell Carew*, by Specialty or Simple Contract, who, with such Consent or Approbation as aforesaid, were or should become Parties to that Indenture by subscribing their Names and affixing their Seals in and to the Second Schedule thereto, of the Fourth Part, it was witnessed that the said *Charles Hallowell Hallowell Carew* did grant unto the said *Robert Hallowell Carew* and *William Augustus Ford*, and their Heirs, the said

Indenture,
 dated 5th
 May 1856.

Carew's Estate Act, 1857.

said Settled Estates, or Parts thereof, to hold the same unto and to the Use of the said *Robert Hollowell Carew* and *William Augustus Ford*, their Heirs and Assigns, upon the Trusts therein-after declared; and it was also witnessed that the said *Charles Hollowell Hollowell Carew* did assign unto the said *Robert Hollowell Carew* and *William Augustus Ford*, their Executors, Administrators, and Assigns, all such Sums of Money, Stocks, Funds, or Securities from Time to Time standing to the Credit of the said Cause of "*Hitchcock versus Carew*" as might not be required for the Purposes of the same Suit, or as might be payable to or recoverable by the said *Charles Hollowell Hollowell Carew* under or by virtue of the Decrees or otherwise in the said Suit, to hold the same unto the said *Robert Hollowell Carew* and *William Augustus Ford*, their Executors, Administrators, and Assigns, upon the Trusts therein-after declared; and it was by the same Indenture declared that nothing therein contained should operate or enure to prevent the said *Charles Hollowell Hollowell Carew* himself from maintaining, carrying on, and prosecuting the said Suit of "*Carew versus Waugh*," or from instituting or carrying on any other Proceeding or Proceedings in his own Name for the same or the like Purposes so long as he should be able and willing to act in the Matters therein aforesaid, upon the Trusts and subservient to the Intents and Purposes of the same Indenture; and it was by the same Indenture declared that the said *Robert Hollowell Carew* and *William Augustus Ford*, their Heirs, Executors, Administrators, and Assigns respectively, should stand possessed of the said Hereditaments and Premises therein-before granted and assigned respectively, upon trust to sell the same in manner therein expressed, and to stand possessed of the Purchase Money to arise from such Sale after Payment of the Expenses thereof, and also of the Rents and Profits until such Sale, upon trust to pay the several Charges and Incumbrances affecting the said Hereditaments and Premises in manner therein expressed, and should stand possessed of the Surplus of the Moneys to arise from such Sale, and of the said Rents and Profits, and of such Sums of Money (if any) as might be receivable or recoverable in or through the said Cause of "*Hitchcock versus Carew*" as aforesaid, upon trust in the first place for Payment of the Costs therein mentioned, and in the next place for the Benefit of the several Persons Parties thereto of the Third Part, and in the next place for the Benefit of the several Persons Parties thereto of the Fourth Part, and should stand possessed of the Surplus (if any) in trust for the said *Charles Hollowell Hollowell Carew*, his Executors and Administrators, as Part of his Personal Estate; and it was by the same Indenture declared that the Execution of that Indenture by any Creditor of the said *Charles Hollowell Hollowell Carew* should not in any Manner prejudice or affect any Right which such Creditor might have as a Purchaser for valuable Consideration of the Estates comprised in

Carew's Estate Act, 1857.

Agreement,
dated 27th
December
1856 for
Compromise
of Suit.

in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, or any Part or Parts thereof, or otherwise howsoever to defeat or set aside the said Settlement, or any Limitations or Trusts therein contained, on the Ground of such Settlement being what is technically denominated a voluntary Settlement: And whereas at divers Times after the Institution of the said Suit of "*Carew versus Waugh*" Negotiations for a Compromise thereof were entered into, and eventually the Agreement for a Compromise next herein-after recited was come to; (that is to say,) by Articles of Agreement dated the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six, between the said *Charles Hallowell Hallowell Carew* of the one Part, and the said *William Petrie Waugh* and *Mary Murray* his Wife, *Sir James Carmichael*, *Sir George Russell Clerk*, *Sir Houston Stewart*, *John Campbell*, *Thomas Robert Tufnell*, *Sir William Maxwell*, *Patrick Maitland*, *Benjamin Francis Hallowell Carew* and *Mary Fanny* his Wife, *Norah Louisa Carew* (by the said *Benjamin Francis Hallowell Carew*, her Father and Guardian *ad litem*), *Jane Grace Henrietta Hallowell Carew*, *Sir Charles Robert Pigott* and *Dame Mary Louisa Hallowell* his Wife, *Lord Garvagh*, and *Catherine Rebecca* the Wife of the said *Charles Hallowell Hallowell Carew* of the other Part (being the Articles of Agreement herein-before referred to), in which, after reciting many of the Matters herein-before recited, it was recited that the said *Charles Hallowell Hallowell Carew* was justly indebted unto Persons being respectively Creditors by Mortgage and also by Judgment and other Specialty, and upon Simple Contract, and that he intended, unless some Mode of Relief was discovered, to borrow further Sums of Money for his Subsistence and Support, which he could not do except at a ruinous Expense and Loss; and it was recited that, in addition to the Questions raised by the said *Charles Hallowell Hallowell Carew* in the said Suit of "*Carew versus Waugh*," Doubts had been raised whether the said Indentures of the Ninth Day of *March* One thousand eight hundred and fifty respectively were not voluntary, and therefore void as against subsequent Purchasers, and that the said Creditors of the said *Charles Hallowell Hallowell Carew* or some of them, and the said *Robert Hallowell Carew* and another Person, also disputed the Validity of the same Indentures respectively, and it was recited that some Parts of the said Estates comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, and then still remaining unsold, were let on Farming and other Leases, which would expire at various Times within a limited Period from the Date of those Presents, and it was recited that the said Estates still remaining unsold were then of very great Value, and rapidly increasing in Value for building and other Purposes, on account of their near Proximity to *London* and *Croydon* and of the Facility of Communication by Railway, and that it had
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Carew's Estate Act, 1857.

been estimated that if it were practicable to sell the same discharged from the Limitations and Trusts of the said Indentures of the Ninth Day of *March* One thousand eight hundred and fifty, they might produce a Sum which would be amply sufficient, after discharging all the Debts and Incumbrances of the said *Charles Hallowell Hallowell Carew*, to make proper Provision for all the Persons who were then or might at any Time claim to be interested under the Provisions contained in the said Indenture of Settlement; and it was recited that, after taking all the Circumstances of the Case into consideration, all the Parties thereto had agreed that it would be highly advantageous, as a Family Arrangement, if all further Litigation respecting the said Estates should be put an end to, and if by means of a Private Act of Parliament, to be obtained under the Sanction of the said Court, Power could be obtained to sell all the Estates comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty then still remaining unsold, discharged from the Limitations and Trusts of the same Indenture, and to apply the net Proceeds arising from such Sale for the Purposes and in manner therein-after mentioned; and that in order to facilitate and carry out the said Arrangement the said several Parties thereto had settled and agreed upon the following Terms and Conditions of Compromise, subject to the Approval of the said Court; therefore, in consideration of the Premises, and for putting an end to all further Litigation, Disputes, and Doubts in respect of the Questions at Issue in the said Cause of "*Carew versus Waugh*," and also as to the Validity of the said Settlement as against subsequent Purchasers, and for carrying out the said proposed Family Arrangement, it was thereby agreed and declared by and between the said Parties thereto, for themselves and every of them, their and every of their Heirs, Executors, and Administrators, that as soon as conveniently might be after the Execution of those Presents a Petition should be presented, or such other Application as might be deemed advisable should be made, by or on behalf of all the Parties to those Presents, with their respective Assent and Concurrence, to the said Court, for Leave to compromise the said Suit of "*Carew versus Waugh*," and to settle and dispose of all the Matters in dispute therein upon the Terms and subject to the Provisions and Conditions therein-after contained; (that is to say,)

First, that the Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments comprised or intended to be comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, and then still remaining unsold, should be conveyed and assured by all proper Parties to the said *William Petrie Waugh* and *Sir George Russell Clerk*, their Heirs and Assigns, freed and discharged from all the Uses, Trusts, Limitations, Powers, Provisoos, and Agreements in the said Inden-

Terms of
Compromise.

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Carew's Estate Act, 1857.

ture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty contained, but upon trust that the said *William Petrie Waugh* and *Sir George Russell Clerk*, or the Survivor of them, or the Heirs of such Survivor, should at such Time or Times as they or he should think fit sell the same Hereditaments, either together or in Parcels, either by Public Auction or Private Contract, with Power to insert any special or other Stipulations in any Contract for or Conditions of Sale, either as to Title or Evidence or Commencement of Title or otherwise, and also with Power to buy in or rescind any Contract for Sale and resell; and in the meantime, for the Purposes therein mentioned or any of them, if the said Trustees or Trustee should think fit, to raise any Sum or Sums of Money by Mortgage of such Hereditaments, or any Part or Parts thereof, for the Time being subject to the Trusts of those Presents, and with Power to make any such Sale or Mortgage as aforesaid, either subject to any prior Mortgages or Mortgage, the Principal Moneys or Interest thereby secured, or any Part thereof respectively, or with the Concurrence of the Person or Persons for the Time being entitled thereto, freed and discharged therefrom, and in the latter Case, either upon the Terms of such Principal Money and Interest being discharged out of the Purchase or Mortgage Moneys or otherwise, and also with Power, but during the Lifetime of the said *Charles Hallowell Hallowell Carew* with his Consent in Writing, until any such Sale or Mortgage of the said Manors, to enfranchise any Copyholds holden of the said Manors respectively, and to hold the Moneys to be received in respect of every such Enfranchisement upon trust for the Purposes aforesaid, and for the Purposes of every such Enfranchisement to do and make all such Acts and Deeds as might be necessary or proper, such Conveyance to the said *William Petrie Waugh* and *Sir George Russell Clerk* as aforesaid to be settled by the said Court:

Secondly, that in case it should be deemed necessary or desirable Application should be made by the said *William Peter Waugh* and *Sir George Russell Clerk*, or other the Trustees or Trustee for the Time being of the intended Settlement therein-after mentioned, with the Sanction and Approval of the said Court in the then present Session or in the then next Session of Parliament for a Private Act of the Legislature to authorize or confirm such Sale, and to provide for such Application of the Moneys arising therefrom, and for such other Purposes connected therewith as aforesaid, or for such Purposes or to such Effect as should be directed or approved by the Court, and all Parties thereto would sign the Petition for the said Private Act, and do every other Act

and

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and Thing which might be necessary on their respective Parts to procure the same to be passed into a Law with as little Delay as possible:

Thirdly, the Moneys to arise or be produced from such Sale or Sales, or Mortgage or Mortgages, or Enfranchisement or Enfranchisements, by the said Trustees or Trustee as aforesaid, should be applied as follows:

First, in paying and discharging all the Costs, Charges, and Expenses of and attending the preparing, soliciting, passing, and printing of the said Act, or otherwise relating thereto, to be taxed as between Solicitor and Client:

Secondly, in paying all the Costs, Charges, and Expenses of and incident to the said Sale or Sales or Mortgage or Mortgages by the said Trustees or Trustee, to be taxed as between Solicitor and Client:

Thirdly, in Payment of the Costs of all Parties to the said Suit of "*Carew versus Waugh*," including the Costs of and incidental to those Presents, to be taxed as between Solicitor and Client, and the taxed Costs, Charges, and Expenses not being Costs in the Cause properly incurred by such of the said Parties as were Trustees:

Fourthly, in Payment to the said *Mary Murray Waugh* during her Life of an annual Sum of Six hundred Pounds, corresponding with the aforesaid Annuity of the same Amount payable to her after the Death of the said Dame *Ann Hallowell Carew*, and with Power for the said *Charles Hallowell Hallowell Carew*, corresponding with the Powers therein-before in that Behalf mentioned, to augment such annual Sum by any annual Sum or Sums not exceeding the annual Sum of Four hundred Pounds:

Fifthly, in Payment to the said *Ellis Watkin Cunliffe*, his Executors, Administrators, or Assigns, of the said Mortgage Debt of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence, and Interest thereon:

Sixthly, in Payment to the several Persons whose Names were written in the Schedule thereunto annexed, and marked (A.), their respective Executors, Administrators, and Assigns, of the respective Sums set opposite their respective Names in the Second Money Column of the said Schedule marked (A.), (which said Schedule was therein stated to be identified by the Signature of the said *Charles Hallowell Hallowell Carew*, *Sir George Russell Clerk*, and *William Petrie Waugh*, as being the Schedule marked (A.) therein referred to,) with Interest on such Sums respectively from the said Twenty-seventh Day of *December*, upon their respectively executing a Deed of Release of all Claims and Demands against the said Estates

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comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, or against the Trustees of the said intended Settlement or the said *Charles Hallowell Hallowell Carew*, or their Executors, Administrators, Estates, or Effects :

Fourthly, the Residue or Balance of the Moneys arising from such Sale or Sales or Mortgage or Mortgages by the said Trustees or Trustee as aforesaid, after answering and satisfying the Purposes aforesaid, should be settled upon such Trusts for the Benefit of the said *Charles Hallowell Hallowell Carew* and his Wife, Children, and Issue, and in default of such Issue for the said *Benjamin Francis Hallowell Carew*, *Jane Grace Henrietta Hallowell Carew*, and *Dame Mary Louisa Pigott*, and their respective Children and Issue, and any Wife of the said *Benjamin Francis Hallowell Carew*, corresponding with the Limitations contained in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, or such of them as were then subsisting and capable of taking Effect, and should be approved by the said Court, except that in the Place and instead of the Provisions contained therein and in the said secondly herein-before recited Indenture of the Ninth Day of *March* One thousand eight hundred and fifty, relating to the raising and applying of the annual Sum of Two hundred Pounds therein mentioned in effecting and keeping up an Assurance on the Life of the said *Charles Hallowell Hallowell Carew* for the Sum of Ten thousand Pounds for the Benefit of the said *Catherine Rebecca* his Wife as therein mentioned, there should be contained in the said Settlement so agreed to be made of the said Residue or Balance proper Provisions for raising out of the Trust Funds thereby settled the Sum of Ten thousand Pounds Sterling, to be paid to the said *Catherine Rebecca Hallowell Carew* upon the Death of the said *Charles Hallowell Hallowell Carew*, in case she should survive him, for her absolute Use and Benefit; and also a Power enabling the said *Charles Hallowell Hallowell Carew* to jointure any after-taken Wife to the Extent of Six hundred Pounds a Year, similar to the Power of jointuring contained in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty in favour of any Wife of the said *Benjamin Francis Hallowell Carew*, and that in the Place and instead of the said Power of jointuring in favour of the said *Benjamin Francis Hallowell Carew* there should be contained in the said Settlement so agreed to be made of the said Residue and Balance proper Provisions for Payment of an annual Sum of Five hundred Pounds, corresponding with the said annual Rentcharge of the same Amount by the said Indenture of the Sixth Day of *January* One thousand eight hundred

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hundred and fifty-five covenanted to be appointed for the said *Mary Fanny Carew*; and also a Power enabling the said *Benjamin Francis Hallowell Carew* to jointure any after-taken Wife to the Extent of Five hundred Pounds a Year, corresponding with his said Power in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty contained of jointuring any Wife:

Fifthly, any Surplus which might remain of the Moneys arising from the Sales directed by the Decree of the said Court in the Causes of "*Hitchcock versus Carew*," and "*Hitchcock versus Chapman*," after answering and satisfying the Purposes of the said Suit, and also all Moneys in Court arising from the Enfranchisement of Copyholds, for the Sale of Lands taken for public Purposes or otherwise, relating to the Settled Estates of the said *Ann Paston Gee* (except the Reduced Annuities therein-after mentioned), should be paid or transferred to the said *William Petrie Waugh* and *Sir George Russell Clerk*, or other the Trustees or Trustee for the Time being of the said Settlement, to be executed in pursuance of those Presents, to be held by them upon and for the Trusts, Intents, and Purposes therein contained:

Sixthly, the Sum of One thousand five hundred and sixty-four Pounds Ten Shillings and Ninepence Reduced Three Pounds *per Centum* Annuities in the Bill mentioned, then standing in the Name of the Accountant General of the said Court, "The Account of the devised Estates of *Ann Paston Gee*, Widow, deceased," and which represented the Produce of certain Parts of the said Estates comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty which were purchased by the *Croydon and Epsom* Railway Company for the Purposes of their Undertaking, should be paid or transferred to the said *Charles Hallowell Hallowell Carew*, his Executors, Administrators, or Assigns, for his and their own Benefit:

Seventhly, the Fixtures, Plate, Jewellery, and Articles so assigned by the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty as aforesaid, to be assigned by all proper Parties to the said *William Petrie Waugh* and *Sir George Russell Clerk*, or other the Trustees or Trustee of the said intended Settlement, upon the same Trusts as were thereof declared by the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, such Assignment to be settled by the said Court:

Eighthly, upon such Sanction of the said Court as aforesaid, and such Act of Parliament as aforesaid being obtained, the Bill in the said Suit of "*Carew versus Waugh*" should be dismissed without Costs:

[*Private.*]

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Lastly,

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Lastly, in case the Sanction of the said Court should not be obtained to the said Terms and Conditions of Compromise, or to any other Terms and Conditions of Compromise between the said Parties thereto to the same or the like Effect, with their Consent, or in case it should be found impracticable to procure such Act of Parliament as therein-before mentioned, or any other Act of Parliament to the same or the like Effect, with the Consent of the said Parties thereto, within Twelve Calendar Months from the Date of those Presents, then and in any such Case that present Agreement, and every Clause and Provision therein-before contained, should thereafter become and be absolutely null and void, and the several Parties thereto, and every of them, should immediately thereupon be remitted to their, his, and her respective Rights, Powers, and Remedies, and should be entitled to prosecute and enforce and defend and protect their respective Claims and Interests in the Premises in all respects as if those Presents had never been executed, and those Presents should not be used as Evidence of anything recited, related, noticed, assumed, or implied therein:

And whereas the Second Schedule to this Act annexed contains a Copy of the Schedule (A.) of Creditors referred to in the said recited Articles of Agreement of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six: And whereas, as appears by the Second Schedule to this Act annexed, several of the Persons whose Names appear therein claim to be Creditors of the said *Charles Hallowell Hallowell Carew* by Mortgage or Judgment or otherwise, and to be Incumbrancers accordingly on such of the Estates comprised in the Settlement of the Ninth Day of *March* One thousand eight hundred and fifty as remain unsold, or Parts thereof, or on his Estate or Interest therein, but none of their Claims in that Behalf have been proved or admitted in the said Suit of "*Carew versus Waugh*," and some only of them have been proved or admitted in the said Suits of "*Hitchcock versus Carew*" and "*Hitchcock versus Chapman*:" And whereas, on the Twenty-first Day of *February* One thousand eight hundred and fifty-seven an Order of the said Court was made by the Master of the Rolls in the said Cause of "*Carew versus Waugh*," on the Petition of the said *William Petrie Waugh* and others, Defendants thereto, whereby it was ordered that an Inquiry should be made whether it was fit and proper, and for the Benefit of all Parties interested or who on coming into Existence would be interested in the Matters in question in the said Cause, that the said Cause should be compromised upon the Terms mentioned and set forth in the said Articles of Agreement of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six in the Petition mentioned, or with any and what Variation; and if the Judge to whose Court the said Cause was attached should approve of a
Compromise,

Order of
Court, dated
21st Feb-
ruary 1857.

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Compromise, then it was ordered that the Draft of a Bill to Parliament for effectuating such Compromise should be settled by the said Judge, and that such Application should be made to Parliament as the said Judge should direct; and it was ordered, that with reference to such Application an Inquiry should be made whether a good Title could be made to such of the Estates comprised in the said recited Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty in the Petition mentioned as remained unsold: And whereas (as appears by an Order of the Court made on the Eighteenth Day of *March* One thousand eight hundred and fifty-seven in the said Suits of "*Hitchcock versus Carew*" and "*Hitchcock versus Chapman*," and the Certificate of the Accountant General,) the Sum of Four thousand five hundred Pounds, being Part of the Moneys in Court in the said Causes of "*Hitchcock versus Carew*" and "*Hitchcock versus Chapman*," to which the said *Charles Hallowell Hallowell Carew* was entitled as Income, has been applied in Payment of One of the Mortgages specified in the said Schedule (A.) of Creditors, and in part Payment of another of the Mortgages specified therein: And whereas on the Twenty-fourth Day of *April* One thousand eight hundred and fifty-seven the said *William Petrie Waugh* was gazetted bankrupt: And whereas *William Bell* was appointed Official Assignee, and *William Samuel Price Hughes*, *William Chickall Jay*, and *William Pearce* were chosen and appointed Creditors Assignees in the Bankruptcy of the said *William Petrie Waugh*: And whereas the said Suit of "*Carew versus Waugh*" having abated by reason of the Bankruptcy of the said *William Petrie Waugh* was afterwards revived, and the said *William Bell*, *William Samuel Price Hughes*, *William Chickall Jay*, and *William Pearce*, as such Assignees as aforesaid, were made Defendants thereto: And whereas, in pursuance of the said recited Order of Court of the Twenty-first Day of *February* One thousand eight hundred and fifty-seven, the Chief Clerk of the Master of the Rolls, the Judge to whose Court the said Cause was attached, made a Certificate, dated the Twenty-first Day of *May* One thousand eight hundred and fifty-seven, and thereby certified (among other things) as follows; to wit,

Certificate of Chief Clerk of Master of the Rolls, dated 21st May 1857, made in pursuance of Order.

" In pursuance of the Directions given to me by the Master of the Rolls, I hereby certify, that the Result of the Inquiries and Proceedings which have been taken and made in pursuance of the Order made in this Cause, dated the Twenty-first Day of *February* One thousand eight hundred and fifty-seven, is as follows:

Compromise approved, with Variations.

" The Plaintiffs and Defendants have attended by their respective Solicitors;

" It is fit and proper, and for the Benefit of all Parties interested or who on coming into Existence will become interested in the

" Matters in question in this Cause, that this Cause should be

" com-

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“ compromised upon the Terms mentioned and set forth in the
 “ Articles of Agreement dated the Twenty-seventh Day of
 “ *December* One thousand eight hundred and fifty-six, in the
 “ said Order of the Twenty-first Day of *February* One thousand
 “ eight hundred and fifty-seven mentioned, with the following
 “ Variations; (that is to say,)

“ First, that *John Cumberland* of *Thirty-four Camden Road*
 “ *Villas* in the County of *Middtesex*, Esquire, should be
 “ appointed a Trustee of the Manors, Lands, and Heredita-
 “ ments and Personalty comprised in the said Agreement,
 “ jointly with the said *Sir George Russell Clerk*, in the
 “ Place of the Defendant *William Petrie Waugh*, who has
 “ become bankrupt :

“ Secondly, that the Trustees should not pay any Part of the
 “ Incumbrances on the said Manors, Lands, and Heredita-
 “ ments, the Payment of which is provided for in the
 “ Causes of ‘ *Hitchcock versus Carew*’ and ‘ *Hitchcock*
 “ *versus Chapman,*’ or One of them :

“ Thirdly, that the entire Amount of the Incumbrances and
 “ Debts payable by the Trustees should not exceed One
 “ hundred and sixty-two thousand three hundred and fifteen
 “ Pounds Six Shillings and Twopence, together with In-
 “ terest on such of the Incumbrances and Debts as carry
 “ Interest; and that the Amounts due to the Persons
 “ claiming to be Creditors of the said *Charles Hallowell*
 “ *Hallowell Carew* respectively should be ascertained in
 “ such Way as the proposed Act of Parliament shall direct :

“ Fourthly, that the Trustees should have Power to com-
 “ pound for any of the Incumbrances and Debts :

“ Fifthly, that the Costs to be paid as incidental to the said
 “ Articles of Agreement should include the Costs of the
 “ several Negotiations for a Compromise of this Suit :

“ Sixthly, that instead of the Estates being conveyed to the
 “ Trustees by a Deed to be settled by the Judge, the same
 “ should be vested by the Act itself in the Trustees dis-
 “ charged from the Claims of all Parties to the Com-
 “ promise :

“ Seventhly, that the Life Estate and Interest of the said
 “ *Charles Hallowell Hallowell Carew* under the Compro-
 “ mise should, as far as practicable in the Case of a Male
 “ Person without an absolute Gift over, be guarded against
 “ Alienation, Anticipation, or Charge by him, and should
 “ be secured for his inalienable personal Enjoyment :”

And in further pursuance of that Order the same Chief Clerk made
 a Second Certificate, dated the Twenty-ninth Day of *June* One
 thousand

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thousand eight hundred and fifty-seven, and thereby certified (among other things) as follows; to wit,

In pursuance of the Directions given to me by the Master of the Rolls, I hereby certify, that the Result of the further Inquiries and Proceedings which have been taken and made in pursuance of the Order made in the Cause of "*Carew versus Waugh*" on the Twenty-first Day of *February* One thousand eight hundred and fifty-seven is as follows:

Certificate of Chief Clerk of Master of the Rolls, dated 21st Feb. 1857.

" First, the Draft of a Bill to Parliament for effectuating the Com-
" promise has been settled and approved, and is identified by my
" Signature in the Margin thereof:

Preparation of Draft Bill.

" Secondly, a good Title can be made to such of the Estates com-
" prised in the Indenture of Settlement of the Ninth Day of
" *March* One thousand eight hundred and fifty, in the Petition
" mentioned as remain unsold, save only that as to Parts of
" those Estates (namely, the small Piece of Land at or near
" *Chatshill* conveyed by the recited Indenture of the Twenty-
" seventh Day of *December* One thousand eight hundred and
" thirty-eight, and the Two Pieces of Land devised by the
" recited Will of *Charles Hallowell Carew*), (the total Pur-
" chase Money for which was only Five hundred and twenty-
" eight Pounds Eight Shillings and Sixpence), the Title shown
" is not carried back for so long a Period as might be required
" by a Purchaser:

" Thirdly, the Instruments, Facts, and Events recited in the
" Preamble of the said Draft Bill, before the Recital therein
" contained of my Certificate of the Twenty-first Day of *May*
" One thousand eight hundred and fifty-seven, have been proved
" in this Court, either in this Cause or in the Causes of '*Hitch-*
" *cock versus Carew*' and '*Hitchcock versus Chapman*,' or One
" of them:"

And whereas both of those Certificates were confirmed: And whereas the Estates specified in the First Schedule to this Act annexed comprise such of the Estates comprised in the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty as now remain unsold: And whereas, in pursuance of the said recited Order of Court of the Twenty-first Day of *February* One thousand eight hundred and fifty-seven, the Draft of the Bill for this Act was settled and signed by the Master of the Rolls: And whereas the Validity of the said Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty is on several Grounds very questionable, and there is Reason for believing that if the said Suit of "*Carew versus Waugh*" were not compromised, but were prosecuted to a final Decree, the same Indenture might, at least so far as regards the Limitations thereof in favour of the Wife

Confirmation of Certificates.

[*Private.*]

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and

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and Issue of the said *Charles Hallowell Hallowell Carew*, and the said *Benjamin Francis Hallowell Carew* and his Wife and Issue, and the said *Jane Grace Henrietta Hallowell Carew*, and Dame *Mary Louisa Pigott* respectively, and their respective Issue, be set aside, either wholly or so far as to give Priority over their respective Claims to the Claims of all or some of the Persons already and hereafter claiming as Purchasers and Mortgagees under and Creditors of the said *Charles Hallowell Hallowell Carew*, and therefore it would be to the Advantage of the Wife and Issue of the said *Charles Hallowell Hallowell Carew*, and the said *Benjamin Francis Hallowell Carew* and his Wife and Issue, and the said *Jane Grace Henrietta Hallowell Carew*, and Dame *Mary Louisa Pigott* respectively, and their respective Issue, that the Compromise should be carried out; and inasmuch as Provision is made by the Terms of the Compromise for the Discharge of all the now existing just Debts of the said *Charles Hallowell Hallowell Carew*, it would be to the Advantage of his Creditors that the Compromise should be carried out; and inasmuch as the carrying out of the Compromise would put an end to now existing and prevent future Litigation, which might be of long Continuance and very costly, it would be to the Advantage of all Parties interested that the Compromise should be carried out, and therefore it is expedient that the Compromise be carried out by 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 Subjects, the said *Sir George Russell Clerk* and *John Cumberland*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

Short Title. I. This Act may be cited for all Purposes as "*Carew's Estate Act, 1857.*"

Manors, &c. specified in the First Schedule, (called in this Act "the Trust Estate,") vested in *Sir G. Russell Clerk* and *J. Cumberland* upon trust for the Purposes of this Act.

II. On and after the passing of this Act, and as from the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six inclusive, all the Manors or Lordships or reputed Manors or Lordships, Capital and other Messuages; Mills, Tenements, Buildings, Lands, Prebend or Portionary, Advowsons, Rents, and Hereditaments specified in the First Schedule to this Act annexed, and all other, if any, the Hereditaments comprised in the recited Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, and now remaining unsold, and the Reversions, Remainders, Rents, Issues, and Profits thereof, with their and every of their respective Rights, Royalties, Franchises, Members, and Appurtenances, (and which Premises are in this Act called "the Trust Estate,") shall be and are by

Carew's Estate Act, 1857.

by this Act vested in the said Sir *George Russell Clerk* and *John Cumberland* and (as Creditors Trustee) Sir *Benjamin Hall* Baronet, their Heirs, Executors, Administrators, and Assigns, according to the respective Nature or Tenure thereof, freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisions, Conditions, Mortgages, Judgments, Charges, Incumbrances, Claims, and Demands whatsoever which in and by or by virtue of or under the Act of Parliament, Wills, Indentures, Instruments, Acts, Events, and Things respectively herein-before recited or referred to, or any of them, are or shall be limited, expressed, or declared of or concerning or do or shall affect the Trust Estate, or any Part or Interest of or in the same, but subject and without Prejudice to any now existing Leases or Agreements for Leases of any Parts of the Trust Estate, nevertheless upon trust to give Effect to the several Purposes of this Act, and subject to the Jurisdiction of the Court of Chancery as by this Act provided.

III. The several Trusts, Powers, and Discretions of this Act to be performed, executed, and exercised by the Trustees may from Time to Time be performed, executed, and exercised by the said Sir *George Russell Clerk*, *John Cumberland*, and Sir *Benjamin Hall*, and the Survivors and Survivor of them, and other the Trustees and Trustee from Time to Time of this Act, and they and he respectively are and is comprised in the Expression "the Trustees" in this Act.

Trustees
of this Act.

IV. The Trustees shall perform, execute, and exercise their several Trusts, Powers, and Discretions under this Act for the Purpose of giving Effect to the Terms of Compromise agreed on by the Articles of Agreement of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six, herein-before recited, as those Terms are modified and varied by the High Court of Chancery as herein-before recited and by this Act respectively, and in order thereto may, except only as is by this Act otherwise expressly provided, perform, execute, and exercise the same at such Times and in such Manner in all respects as the Trustees in their absolute Discretion think most advantageous to the Trust Estate.

Execution
by Trustees
of the Trusts,
&c. of this
Act.

V. For the Purposes of this Act the Trustees may from Time to Time, under the Order or Direction of the Court, exercise the following Powers and Discretions over and in respect of the Trust Estate, and every or any Part thereof, and do all such Things as are from Time to Time requisite for giving full Effect to the Exercise thereof respectively; that is to say,

Powers of
Trustees
over the
Trust Estate
as herein
specified.

First, the Trustees may sell and dispose of, by Public Auction or Private Contract, and subject to any ordinary or special Conditions of Sale, either as to Title or Evidence or Commencement of Title

or

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- or otherwise, the Trust Estate, or any Part thereof, or any Estate, Term, or Interest in possession or in expectancy therein, to any Persons :
- Secondly, the Trustees may fix reserved Biddings and buy in at Auctions, and vary, rescind, or abandon, either on Terms or gratuitously, any Contracts for Sale :
- Thirdly, the Trustees may re-sell as aforesaid any Parts of the Trust Estate bought in at Auction, or the Contract for the Sale whereof is rescinded or abandoned :
- Fourthly, the Trustees may convey the Premises sold to the Purchasers, or their Representatives or Nominees :
- Fifthly, the Trustees may convey any Part of the Trust Estate, or any Estate, Term, or Interest in possession or in expectancy therein, to any Incumbrancer, or his Representative or Nominee, in discharge of all or any Part mutually agreed on of his Incumbrance :
- Sixthly, the Trustees may give to any Incumbrancer, or his Representative or Nominee, in discharge of all or any Part mutually agreed on of his Incumbrance, any Security on all or any Part of the Trust Estate, or any Estate, Term, or Interest in possession or in expectancy therein, by way of Mortgage, with or without Power of Sale, or by way of any other Charge whatsoever :
- Seventhly, the Trustees may raise at Interest on the Security of all or any Part of the Trust Estate, or any Estate, Term, or Interest in possession or in expectancy therein, any Sums of Money, and may give the Security for the same by way of Mortgage, with or without Power of Sale, or by way of any other Charge whatsoever :
- Eighthly, the Trustees may make any such Sale, Mortgage, or Charge, either subject to any prior Mortgage or Charge, and the Principal Money and Interest thereby secured, or any Part thereof, or, with the Concurrence of the Person entitled thereto, freed and discharged therefrom, and in that Case on the Terms of such Principal Money and Interest being discharged out of Moneys to be raised by any future Sale, Mortgage, or Charge, or otherwise :
- Ninthly, the Trustees may, but during the Life of the said *Charles Hallowell Hallowell Carew*, not without his Consent in Writing, enfranchise any Copyholds holden of any Manor forming Part of the Trust Estate :
- Tenthly, the Trustees may obtain or accept Surrenders of Leases and Agreements for Leases of any Parts of the Trust Estate, either gratuitously or for such Consideration as the Trustees think advantageous :
- Eleventhly, the Trustees may make Exchanges of any Parts of the Trust Estate, and any Estate, Term, or Interest in possession or in

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in expectancy therein, with any Persons, whether interested under this Act or not, and may give and take Money for Equality of Exchange :

Twelfthly, the Trustees may let any Parts of the Trust Estate for not exceeding Seven Years at Rackrent without Fine :

Thirteenthly, the Trustees may procure, and concur in and agree to, any Modifications, Releases, Reconveyances, and Transfers of and other Dealings with and Arrangements as to any Mortgages, Judgments, Charges, Incumbrances, Claims, and Demands from Time to Time on or affecting the Trust Estate, or the Proceeds thereof, or any Part thereof or Interest therein respectively :

Fourteenthly, the Trustees may make and execute any Deeds, Assurances, and other Instruments :

Fifteenthly, the Trustees may apply the Rents, Issues, Profits, and Proceeds of the Trust Estate according to the Provisions of this Act :

Sixteenthly, the Trustees may exercise their Powers and Discretions either alone or in concurrence with any other Persons interested :

Seventeenthly, the Trustees may do and concur in doing all such other Things whatsoever, and whether of the like or any other Kind, as they from Time to Time think advantageous.

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

Power to Court of Chancery to give Orders as to Execution of Powers of Act.

VII. The Court may from Time to Time make and give any Orders and Directions for the Purposes of this Act, either upon Petition presented in a summary Way or by Motion or Summons, and on Notice to such Persons, if any, as the Court direct ; any Application to the Court by or on the Part of the Trustees may be made by all or any of the Trustees, and the Creditors Trustee may in all Proceedings appear separately.

Orders of Court on Petition or Motion or Summons.

VIII. The Court may from Time to Time by any such Order direct or approve a Scheme for the Performance, Execution, and Exercise by the Trustees of any of the Trusts, Powers, Discretions, and Provisions of this Act, and any such Scheme may provide either

Court may approve Scheme for Execution of Act.

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Carew's Estate Act, 1857.

in such general Terms or in such Detail as the Court think fit for such Performance, Execution, and Exercise, and may give or leave to or impose upon the Trustees such Latitude of Discretion or such Restraint with respect to such Performance, Execution, and Exercise as the Court think fit.

Scheme may be general.

IX. Provided always, That with a view to lessening the Expense of carrying this Act into execution every such Scheme shall be in such general Terms, and leave such Latitude of Discretion to the Trustees, as the Court think fit.

Validity of Orders of Court and Acts of Trustees.

X. Every Order and Direction of the Court made for any of the Purposes of this Act, and notwithstanding its being such as if this Act were not passed would be altogether or in part beyond or in excess of the ordinary Jurisdiction or Authority of the Court; and everything whatsoever done in pursuance of or in conformity with every such Order and Direction, and every Sale, Exchange, Conveyance, Assurance, Mortgage, Security, Surrender, Transfer, Reconveyance, Release, Contract, Arrangement, Liability, Payment, Act, Deed, and Thing whatsoever granted, taken, made, executed, accepted, procured, entered into, incurred, and done respectively by the Trustees in pursuance of this Act, shall be absolutely valid, and shall accordingly at Law and in Equity bind all Persons claiming and to claim under the recited Act of Parliament, Wills, Indentures, Instruments, Acts, Events, and Things respectively herein-before recited or referred to, or any of them, and this Act respectively.

Lands taken in Exchange to be conveyed to Trustees for Purposes of Act.

XI. The Trustees shall cause all such Messuages, Lands, and Hereditaments as they acquire by any Purchase or Exchange under this Act to be conveyed to them upon trust for the Purposes of this Act, and the same shall be Part of the Trust Estate, and be held, dealt with, disposed of, and enjoyed accordingly.

Contracts for Purposes of Act.

XII. The Trustees from Time to Time may enter into such Contracts in Writing for any of the Purposes of this Act as they think advantageous, and may rescind, abandon, or alter, on Terms or gratuitously, any such Contract, so as every Contract so altered be, when altered, in conformity with this Act, and may carry the Contracts not so rescinded or abandoned into effect.

Management of Trust Estate until Sale.

XIII. The Trustees from Time to Time may manage such Parts of the Trust Estate as remain vested in them under or pursuant to this Act in such Manner as they think advantageous, and may receive and take the Rents, Issues, and Profits thereof, and for the Purposes of such Management may employ such Agents, Bailiffs, Receivers, Collectors, Workmen, Servants, and others, and at such Salaries, Wages,

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Wages, and Remuneration, as the Trustees think proper, and may examine, adjust, and settle all Accounts relating to such Management, and may make all such Allowances to Tenants and others, and expend such Sums in Repairs, Insurance, and other Outgoings, as the Trustees think reasonable.

XIV. The Trustees shall keep their Accounts under this Act in like Manner as if they were Receivers appointed by the Court, and shall yearly pass their Accounts before the Chief Clerk of the Master of the Rolls accordingly, and all proper Allowances shall be made to them accordingly: Provided always, that the Trustees shall not be entitled to any Per-centage or other Profit.

As to
Trustees
Accounts.

XV. For the Purposes of this Act the Trustees from Time to Time may under the Order or Direction of the Court, and after Notice to such Persons as the Court direct, make and carry into effect with all or any of the Persons from Time to Time entitled or claiming to be entitled to any Mortgages, Judgments, or other Incumbrances or Debts affecting the Trust Estate, or to be discharged under the Provisions of this Act, (and which several Persons are in this Act called "the Incumbrancers," and which Mortgages, Judgments, and other Incumbrances and Debts are in this Act called "the Incumbrances,") all such Arrangements as the Trustees think advantageous, and as are from Time to Time mutually agreed on between them and such Persons respectively, for and with respect to the Compromise or Discharge of the Incumbrancers or any of them, at such Times, on such Terms and Conditions, and in such Manner in all respects as the Trustees think advantageous, and such of the Incumbrancers as from Time to Time are Trustees of their respective Incumbrances may agree to and concur in making all such Arrangements accordingly as they respectively think proper.

Trustees
may make
Arrange-
ments for
Discharge
of Incum-
brances ;

XVI. Provided always, That the Trustees shall not, without the Consent of a Person whose Incumbrance has Priority over any other Incumbrance, make with any Person entitled to the subsequent Incumbrance any Arrangement to the Prejudice of the Person entitled to the prior Incumbrance.

but not to
the Preju-
dice of prior
Incumbran-
cers.

XVII. No Incumbrance, except such as has been or may be compromised or discharged under the Order or Direction of the Court, or has been proved or admitted in the said Suits of "*Hitchcock* versus *Carew*," and "*Hitchcock* versus *Chapman*," or either of them, or is specified in the Second Schedule to this Act annexed as claimed by Parties to the Indenture of the Fifth of *May* One thousand eight hundred and fifty-six, shall be paid unless and until the Claim in respect thereof shall be proved to the Satisfaction of the Court in such

Proof of In-
cumbrances
before Pay-
ment.

Manner

Carew's Estate Act, 1857.

Manner and Form as the Court, having regard to the special Circumstances of any particular Case, may from Time to Time on the Application of any Party interested under this Act direct.

Limit of Incumbrances to be paid off.

XVIII. The Trustees shall not pay or discharge Incumbrances exceeding in the whole the Principal Sum of One hundred and sixty-two thousand three hundred and fifteen Pounds Six Shillings and Twopence, with Interest on such of the Incumbrances as carry Interest, the Rate of such Interest not to exceed in any Case or for any Period Five Pounds *per Centum per Annum*.

Trustees not to pay Incumbrances provided for in "Hitchcock v. Carew," and "Hitchcock v. Chapman."

XIX. Provided always, That the Trustees shall not apply any Money in or towards the Payment, Compromise, or Discharge of any Incumbrance on or affecting the Trust Estate or any Part thereof so far as the Payment or Discharge thereof shall have been effected in the Causes of "*Hitchcock versus Carew*," and "*Hitchcock versus Chapman*," or either of them.

Incumbrancers in Second Schedule not to proceed against C. H. H. Carew.

XX. In consideration of the Provision made by this Act for the Discharge of the several Incumbrances no Person shall, in respect of any of the Incumbrances specified in the Second Schedule to this Act annexed, take or continue any Proceedings at Law or in Equity or otherwise for the Recovery thereof against the said *Charles Hallowell Hallowell Carew*, or against the Trust Estate or otherwise, except only such Proceedings as from Time to Time may properly be taken for obtaining the Discharge thereof under and according to the Provisions of this Act.

On Payment, &c. the Incumbrances to be extinguished as if Reconveyance duly executed.

XXI. Immediately after the paying off, compounding for, or discharging of any of the Incumbrances, the Incumbrance so paid off, compounded for, or discharged, and all Securities, Rights, Remedies, Claims, and Demands in respect thereof, shall, as regards such Part of the Trust Estate as is charged therewith or subject thereto or affected thereby, and all Persons liable to or in respect of the Payment or Discharge thereof, become and be absolutely void and extinguished at Law and in Equity to all Intents and Purposes whatsoever; and accordingly that Part of the Trust Estate and those Persons respectively shall, without any Reconveyance or Release being made, be by this Act as absolutely freed therefrom as if on such paying off, compounding for, or discharging that Part of the Trust Estate were duly reconveyed or released to the Trustees free from the same Incumbrance, Securities, Rights, Remedies, Claims, and Demands, and those Persons were duly released from the same Remedies, Claims, and Demands, and this Section shall extend and apply to the several Mortgages which have been already paid off as in this Act recited.

XXII. Within

Carew's Estate Act, 1857.

XXII. Within Twelve Months after the passing of this Act the Trustees shall deliver a Copy thereof to a Master of each of the Courts of Queen's Bench, Common Pleas, and Exchequer of Pleas, and thereupon they respectively shall enter on the Record of the several Judgments referred to in the Second Schedule to this Act annexed a Memorandum of the same respectively being satisfied by this Act, and shall deliver another Copy of this Act to the senior Master of the Court of Common Pleas, and thereupon he shall register Satisfaction accordingly: Provided always, that such Satisfaction shall not prejudice any Judgment Creditor in the Proof of his Incumbrance.

Satisfaction by Act to be entered on Register of Judgments specified in Second Schedule.

XXIII. The Sales, Conveyances, Mortgages, Charges, Surrenders, Enfranchisements, Exchanges, Compromises, Arrangements, and Dispositions whatsoever from Time to Time respectively made, concurred in, granted, obtained, and agreed to by the Trustees under this Act shall be for the best Price or Equivalent or other Consideration or Benefit that can be reasonably obtained by the Trustees, and in order thereto may be on such Terms and Conditions whatsoever, and with such Exceptions, Reservations, Powers, Provisions, Covenants, and Stipulations whatsoever, as the Trustees in their absolute Discretion think advantageous to the Trust Estate.

Sales, &c. to be for best Price, &c.

XXIV. Provided always, That every Sale, Exchange, Conveyance, and other absolute Disposition under this Act of any Part of the Trust Estate, or any Estate, Term, or Interest therein, shall be without Prejudice to any Mortgage, Charge, or Security under this Act of or affecting the same, and every subsequent Mortgage, Charge, or Security under this Act of or affecting any Part of the Trust Estate, or any Estate, Term, or Interest therein, shall be without Prejudice to any prior Mortgage, Charge, or Security under this Act of or affecting the same.

Sales, &c. not to prejudice Mortgages, &c.

XXV. The Trustees from Time to Time, if they think fit, may confirm any Deed purporting to have been made under this Act in any Case in which for some technical Error, Informality, or Irregularity in making or executing it the Deed is thought void or voidable, and may make in lieu thereof another Deed of the like Intent under this Act.

Power to confirm void or voidable Deeds.

XXVI. The Moneys from Time to Time received under this Act by the Trustees in respect of the yearly Rents, Issues, and Profits of the Trust Estate, or otherwise by way of yearly Income, shall be applicable and applied by them as follows:

Application of Income received by Trustees as herein specified.

First, in Payment of such of the Costs, Charges, and Expenses from Time to Time incurred by or on the Part of the Trustees of and incident to the Performance, Execution, or Exercise by or

[*Private.*]

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Carew's Estate Act, 1857.

on the Part of the Trustees of the several Trusts, Powers, and Discretions of this Act as from Time to Time are not otherwise paid as by this Act provided :

Secondly, in Payment to the Person or Persons entitled thereto of an Annuity of Six hundred Pounds for the Life of the said *Mary Murray Waugh*, in lieu of the Jointure Rentcharge appointed to her by her late Husband, and of any Augmentation thereof from Time to Time made as by this Act provided :

Thirdly, in Payment to the Trustees during the Life of the said *Charles Hallowell Hallowell Carew* of the yearly Sum of Two hundred Pounds as by this Act provided :

Fourthly, in Payment to the said *Ellis Watkin Cunliffe*, his Executors, Administrators, or Assigns, of the Interest on his Mortgage Debt of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence, secured by Mortgage as herein-before recited :

Fifthly, in Payment to the several other Persons from Time to Time entitled according to this Act to any Principal Money from Time to Time secured under this Act on the Trust Estate, or any Part thereof, or any Estate, Term, or Interest therein, and according to the Priority of their respective Securities, of the Interest (if any) and the Premiums of Assurance (if any) from Time to Time payable to them respectively in respect of such Principal Money :

Sixthly, in Payment from Time to Time of the Surplus of the yearly Income so received by the Trustees to the Persons from Time to Time entitled under this Act to receive the yearly Income of the Trust Stock provided for by this Act, and as if the same were yearly Income arising from the Trust Stock.

Repayment
of Trustees
Expenses
to yearly
Income.

XXVII. Provided always, That, unless the Court otherwise order, whenever any such Payment out of yearly Income of any of the Costs, Charges, and Expenses of the Trustees is made, the Amount so paid shall with all convenient Speed be repaid to such yearly Income out of the other Moneys by this Act made applicable for the Payment thereof, and any such Payment thereof out of yearly Income shall only be made for the Convenience of the Trustees, and by way of temporary Advance out of yearly Income accordingly, and the Accounts under this Act shall be kept on that Footing.

Court may
order Pay-
ment of
Trustees
Expenses
out of yearly
Income.

XXVIII. Provided always, That the Court may order that such Part, if any, of the Costs, Charges, and Expenses of the Trustees as the Court think fit shall be borne and paid by or out of such yearly Income in exoneration of the other Moneys by this Act made applicable for the Payment thereof.

XXIX. The

Carew's Estate Act, 1857.

XXIX. The Moneys from Time to Time received under this Act by the Trustees in respect of Sales and Enfranchisements, and the Moneys from Time to Time raised under this Act by them on the Security of the Trust Estate, or any Part thereof, or any Estate, Term, or Interest therein, and all other Moneys from Time to Time received under this Act by the Trustees, and whereof the Application is not otherwise directed by this Act, shall be applicable and applied by them as follows :

Application
of Principal
Moneys re-
ceived by
Trustees.

First, in Payment of all the Costs, Charges, and Expenses of and incidental to the preparing for, soliciting, passing, and printing of this Act, or otherwise relating thereto, including the Costs, Charges, and Expenses of such Persons as appeared before the Committee of the Right Honourable the House of Lords on this Act, to be taxed as between Solicitor and Client :

Secondly, in Payment of all the Costs, Charges, and Expenses from Time to Time incurred by or on the Part of the Trustees of and incidental to the Performance, Execution, and Exercise by or on the Part of the Trustees of the several Trusts, Powers, and Discretions of this Act, to be taxed as between Solicitor and Client :

Thirdly, in Payment of the Costs of the Trustees of the Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, and the Costs, Charges, and Expenses of all Parties to the Suit of "*Carew versus Waugh*," including the Costs of and incidental to the several Negotiations for a Compromise of the Suit, and otherwise of and incidental to the recited Articles of Agreement of the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six, to be respectively taxed as between Solicitor and Client, and also the taxed Costs, Charges, and Expenses, not being Costs in the Cause, properly incurred by such of the Parties to the Suit as are Trustees :

Fourthly, without Prejudice to the Payment, as by this Act directed, of an Annuity of Six hundred Pounds for the Life of the said *Mary Murray Waugh*, and of any Augmentation thereof from Time to Time made as by this Act provided, and without Prejudice to the Payment to the Trustees during the Life of the said *Charles Hallowell Hallowell Carew* of the yearly Sum of Two hundred Pounds as by this Act directed, in Payment to the said *Ellis Watkin Cunliffe*, his Executors, Administrators, or Assigns, of his Mortgage Debt of Six thousand six hundred and forty-five Pounds Seventeen Shillings and Sixpence, and the Interest thereon, respectively secured by Mortgage as hereinbefore recited :

Fifthly, without Prejudice to such Payments of such Annuity and Augmentation and to the Trustees, and the said *Ellis Watkin Cunliffe*, his Executors, Administrators, or Assigns respectively, in Payment to the several Incumbrancers, or their Representa-

tives,

Carew's Estate Act, 1857.

tives, according to their several Priorities, of such Sums, including Costs, if any, as are in manner by this Act provided from Time to Time found justly due and owing to them respectively, with Interest on such of those Sums as bear Interest, or, as the Case may be, in Payment to them respectively of any Composition under this Act in respect of their respective Incumbrances, and the Interest, if any, thereon:

Sixthly, in Payment of the Surplus from Time to Time of the Moneys so received by the Trustees into the Bank of *England*, as by this Act directed.

As to the Payment of Moneys into the Bank in Name of Accountant General, &c.

XXX. The Moneys from Time to Time received under this Act by the Trustees and directed to be paid into the Bank of *England* shall be paid by the Trustees into the Bank in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Trustees of *Carew's Estate Act, 1857,*" pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter Thirty-two, and the general Rules and Orders of the Court, and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter Twenty-four.

Evidence of Payment into Bank.

XXXI. The Certificate of the Accountant General for the Payment into the Bank of any Money by this Act directed to be so paid, with the Receipt of One of the Cashiers of the Bank to be thereto annexed, and therewith filed in the Register Office of the Court, shall be a good Discharge to the Trustees for the Moneys therein expressed to be so paid; and the Trustees, their Heirs, Executors, Administrators, or Assigns, or any of them, shall not be afterwards obliged to see to the Application of such Moneys, or be accountable for any Loss, Misapplication, or Nonapplication of the same, or any Part thereof.

1,564*l.* 10*s.* 9*d.* Reduced Three Pounds per Centum Annuities to be transferred to C. H. H. Carew.

XXXII. The Sum of One thousand five hundred and sixty-four Pounds Ten Shillings and Ninepence Reduced Three Pounds *per Centum* Annuities, now standing in the Name of the Accountant General of the High Court of Chancery, "*The Account of the devised Estates of Ann Paston Gee, Widow, deceased,*" and which, as hereinbefore recited, represents the Produce of Parts of the Estates comprised in the recited Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty, which were purchased by the *Croydon and Epsom Railway Company* for the Purposes of their Undertaking, or the Proceeds of the same Sum of Stock, and the Dividends accrued thereon after the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six, shall, after Payment or Discharge of any Incumbrance thereon, on Application to the Court

by

Carew's Estate Act, 1857.

by the said *Charles Hallowell Hallowell Carew*, his Executors, Administrators, or Assigns, be transferred or paid to him or them for his or their Benefit.

XXXIII. Any Surplus which may remain of the Moneys arising from the Sales directed by the recited Decree made on the Eleventh Day of *May* One thousand eight hundred and fifty-four in the Causes of "*Hitchcock versus Carew*" and "*Hitchcock versus Chapman*," after answering and satisfying the Costs, Charges, and Expenses payable in and other the Purposes of those Causes, and also all Moneys already or hereafter paid into Court in those Causes, and all Moneys already or hereafter produced by the Enfranchisement of Copyholds, or the Sale of Lands taken for public Purposes, or otherwise relating to the Estates in question in the Cause of "*Carew versus Waugh*," or in the Hands of any Receiver in those Causes, or any of them, except the Sum of One thousand five hundred and sixty-four Pounds Ten Shillings and Ninepence Reduced Three Pounds *per Centum* Annuities by this Act directed to be transferred to the said *Charles Hallowell Hallowell Carew*, shall, under the Order or Direction of the Court, be placed in the Name and with the Privity of the Accountant General to his Account at the Bank, "*Ex parte* the Trustees of *Carew's Estate Act, 1857*," and shall be invested, dealt with, and disposed of in like Manner as the Moneys by this Act directed to be paid by the Trustees into the Bank.

Payment of Surplus Moneys in "*Hitchcock v. Carew*," and "*Hitchcock v. Chapman*" in Name of Accountant General to his Account, "*Ex parte* the Trustees of *Carew's Estate Act, 1857*."

XXXIV. Out of the Moneys to be placed to the Credit of the Account of the Accountant General, "*Ex parte* the Trustees of *Carew's Estate Act, 1857*," as by this Act directed, there shall be made such, if any, of the several Payments by this Act directed or authorized to be made by the Trustees as from Time to Time are not otherwise made, and the Residue from Time to Time of such Moneys shall, until otherwise applied or disposed of under the Order or Direction of the Court, be invested in the Name of the Accountant General in the Purchase of Consolidated Three Pounds *per Centum* Annuities or Reduced Three Pounds *per Centum* Annuities, or both.

Application and Investment of Moneys carried to the Account "*Ex parte* the Trustees of *Carew's Estate Act, 1857*."

XXXV. The Annuities so purchased or any Part thereof respectively may upon Application to the Court by the Trustees, or by any Person beneficially entitled in possession to the yearly Income of the Trust Stock, if such Person be of the Age of Twenty-one Years, or if not of his Guardian, be sold, and upon such Application the Proceeds of the Annuities so sold, and also any Part of those residuary Moneys not so invested, may be invested in the Names of the Trustees at Interest on Real Securities, and the Moneys so invested, when paid off to the Trustees, may, unless the Court order or direct any other Disposition thereof, be paid by them into the Bank as by this Act

Investment of such Moneys on Real Securities.

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Carew's Estate Act, 1857.

directed, and be invested in the Purchase of Annuities accordingly, or on like Application may be invested in like Manner on other Real Securities, and in order to any such Investment the Court may on any such Application order or direct the Sale of any Annuities from Time to Time purchased under this Act.

Those Moneys and Investments called in Act "the Trust Stock."

XXXVI. The Moneys from Time to Time liable under this Act to be placed to the Account of the Accountant General, "*Ex parte* the Trustees of *Carew's Estate Act, 1857,*" and the Moneys from Time to Time placed to that Account, and the Stocks, Funds, and Securities in and upon which those Moneys respectively or any Parts thereof are from Time to Time invested, and the Proceeds of those Stocks, Funds, and Securities, are comprised in the Expression "the Trust Stock" in this Act.

Indemnification of personal Representative of C. H. Carew from Claims of Lessees of Trust Estate.

XXXVII. In the event of any Claim being made against any personal Representative of the said *Charles Hallowell Carew* in respect of any Covenant entered into by him with any Lessee of any Part of the Trust Estate, the personal Representative shall be indemnified out of the Trust Stock against any and every such Claim, and all Damages and Expenses by reason thereof; but this Provision shall not prejudice or interfere with the Trusts by this Act declared as to the Payment of the Income of the Trust Stock until any such Claim be actually established.

Application of Proceeds of the Trust Stock as herein specified.

XXXVIII. The Trust Stock, and the Income and Proceeds thereof, shall be held upon the following Trusts, and shall, under the Order or Direction from Time to Time of the Court, be applied accordingly; to wit,

First, upon trust for the Payment out of the Income of the Trust Stock, or, if necessary, out of the Proceeds thereof, to the Person or Persons entitled thereto, of an Annuity of Six hundred Pounds for the Life of the said *Mary Murray Waugh*, and also of the Augmentation, if any, thereof from Time to Time made as by this Act provided; and subject thereto,

Secondly, upon trust for the Payment to the Trustees out of the yearly Income of the Trust Stock during the Life of the said *Charles Hallowell Hallowell Carew* of the yearly Sum of Two hundred Pounds as by this Act directed; and subject thereto,

Thirdly, upon trust for the Payment of the yearly Income of the Trust Stock during the Life of the said *Charles Hallowell Hallowell Carew* to him or for his Benefit, as by this Act provided; and after his Decease,

Fourthly, if the said *Catherine Rebecca* his Wife shall survive him, upon trust for the Payment to her out of the Proceeds of the Trust Stock, within Six Months after his Decease, of the Sum

of

Carew's Estate Act, 1857.

of Ten thousand Pounds Sterling as by this Act directed for her absolute Use and Benefit, with Interest thereon, out of the Income of the Trust Stock, at the Rate of Four Pounds *per Centum per Annum* from the Day of his Decease; and subject thereto, or if she shall not survive him, upon trust for the Payment out of the Income of the Trust Stock, or, if necessary, out of the Proceeds thereof, to his Widow (if any) of such an Annuity, if any, not exceeding Six hundred Pounds for her Life, as he shall appoint to or for her, for her Jointure, as by this Act provided; and subject thereto,

Fifthly, upon trust for the Payment to or for the younger Child or younger Children of the said *Charles Hallowell Hallowell Carew* of such Portion or Portions, if any, and such Sums for Advancement, if any, as he shall appoint to or for him, her, or them, as by this Act provided, such Portion or Portions to be paid out of the Proceeds of the Trust Stock, and such Sums for Advancement to be paid out of the Income thereof; and subject thereto,

Sixthly, upon trust as to the Trust Stock and the Income and Proceeds thereof for the First and every other Son of the said *Charles Hallowell Hallowell Carew* severally and successively, according to their respective Seniority, and the Heirs of the Body of every such Son, every elder of such Sons and the Heirs of his Body to be preferred to every younger of such Sons and the Heirs of his Body; and on Failure of such Issue,

Seventhly, upon trust as to the Trust Stock and the Income and Proceeds thereof for all the Daughters of the said *Charles Hallowell Hallowell Carew*, and the Heirs of their respective Bodies, equally as Tenants in Common; and if any of such Daughters shall die without Issue, then as to the Share or Shares, whether original or accruing, of every Daughter so dying, or of the Heirs of her Body, upon trust for the other or others of such Daughters, and the Heirs of her or their Body or respective Bodies, equally as Tenants in Common; and if all the Daughters but One of the said *Charles Hallowell Hallowell Carew* shall die without Issue, or there shall be but One such Daughter, then upon trust as to the Trust Stock, and the Income and Proceeds thereof, for such One or only Daughter and the Heirs of her Body; and on Failure of all such Issue,

Eighthly, upon trust as to the yearly Income of the Trust Stock for the said *Benjamin Francis Hallowell Carew* and his Assigns during his Life; and after his Decease,

Ninthly, if the said *Mary Fanny* his Wife shall survive him, upon trust for the Payment out of the Income of the Trust Stock, or, if necessary, out of the Proceeds thereof, to her, as by this Act directed, of an Annuity of Five hundred Pounds for her Life for her Jointure; and subject thereto, or if she shall not survive him, upon trust for the Payment out of the Income of the Trust Stock,

Carew's Estate Act, 1857.

Stock, or, if necessary, out of the Proceeds thereof, to his Widow, if any, of such an Annuity, if any, not exceeding Five hundred Pounds for her Life, as he shall appoint to or for her for her Jointure, as by this Act provided; and subject thereto,

Tenthly, upon trust for the Payment to the younger Child or younger Children of the said *Benjamin Francis Hallowell Carew* of such Portion or Portions, if any, with such Interest, if any, thereon as he shall appoint to or for him, her, or them, as by this Act provided, such Portion or Portions to be paid out of the Proceeds of the Trust Stock, and such Interest to be paid out of the Income thereof; and subject thereto,

Eleventhly, upon trust as to the Trust Stock and the Income and Proceeds thereof for the First and every other Son of the said *Benjamin Francis Hallowell Carew* severally and successively, according to their respective Seniority, and the Heirs of the Body of every such Son, every elder of such Sons and the Heirs of his Body to be preferred to every younger of such Sons and the Heirs of his Body; and on Failure of such Issue,

Twelfthly, upon trust as to the Trust Stock and the Income and Proceeds thereof for all the Daughters of the said *Benjamin Francis Hallowell Carew* and the Heirs of their respective Bodies equally as Tenants in Common; and if any of such Daughters shall die without Issue, then as to the Share or Shares, whether original or accruing, of every Daughter so dying, or of the Heirs of her Body, upon trust for the other or others of such Daughters, and the Heirs of her or their Body or respective Bodies, equally as Tenants in Common; and if all such Daughters but One shall die without Issue, or there shall be but One such Daughter, then upon trust as to the Trust Stock, and the Income and Proceeds thereof, for such One or only Daughter and the Heirs of her Body; and on Failure of all such Issue,

Thirteenthly, upon trust as to the yearly Income of the Trust Stock for the said *Jane Grace Henrietta Hallowell Carew* and her Assigns during her Life; and after her Decease,

Fourteenthly, upon trust for the Payment to her younger Child or younger Children, if any, of such Portion or Portions, if any, with such Interest, if any, thereon as she shall appoint to or for him, her, or them, as by this Act provided, such Portion or Portions to be paid out of the Proceeds of the Trust Stock, and such Interest to be paid out of the Income thereof; and subject thereto,

Fifteenthly, upon trust as to the Trust Stock and the Income and Proceeds thereof for the First and every other Son of the said *Jane Grace Henrietta Hallowell Carew* severally and successively, according to their respective Seniority, and the Heirs of the Body of every such Son, every elder of such Sons and the Heirs of his Body to be preferred to every younger of such Sons and the Heirs of his Body; and on Failure of such Issue,

Sixteenthly,

Carew's Estate Act, 1857.

Sixteenthly, upon trust as to the Trust Stock and the Income and Proceeds thereof for all the Daughters of the said *Jane Grace Henrietta Hallowell Carew* and the Heirs of their respective Bodies equally as Tenants in Common; and if any of such Daughters shall die without Issue, then as to the Share or Shares, whether original or accruing, of every Daughter so dying without Issue, or of the Heirs of her Body, upon trust for the other or others of such Daughters, and the Heirs of her or their Body or respective Bodies, equally as Tenants in Common; and if all such Daughters but One shall die without Issue, or there shall be but One such Daughter, then upon trust as to the Trust Stock, and the Income and Proceeds thereof, for such One or only Daughter and the Heirs of her Body; and on Failure of all such Issue,

Seventeenthly, upon trust as to the yearly Income of the Trust Stock for the said Dame *Mary Louisa Pigott* and her Assigns during her Life; and after her Decease,

Eighteenthly, upon trust for the Payment to her younger Child or younger Children, if any, of such Portion or Portions, if any, with such Interest, if any, thereon as she shall appoint to or for him, her, or them, as by this Act provided, such Portion or Portions to be paid out of the Proceeds of the Trust Stock, and such Interest to be paid out of the Income thereof; and subject thereto,

Nineteenthly, upon trust as to the Trust Stock, and the Income and Proceeds thereof, for the First and every other Son of the said Dame *Mary Louisa Pigott* severally and successively, according to their respective Seniority, and the Heirs of the Body of every such Son, every elder of such Sons and the Heirs of his Body to be preferred to every younger of such Sons and the Heirs of his Body; and on Failure of such Issue,

Twentiethly, upon trust as to the Trust Stock and the Income and Proceeds thereof for all the Daughters of the said Dame *Mary Louisa Pigott* and the Heirs of their respective Bodies equally as Tenants in Common; and if any of such Daughters shall die without Issue, then as to the Share or Shares, whether original or accruing, of every Daughter so dying, or of the Heirs of her Body, upon trust for the other or others of such Daughters and the Heirs of her or their Body or respective Bodies equally as Tenants in Common; and if all the Daughters of the said Dame *Mary Louisa Pigott* but One shall die without Issue, or there shall be but One such Daughter, then upon Trust as to the Trust Stock and the Income and Proceeds thereof for such One or only Daughter and the Heirs of her Body; and on Failure of all such Issue,

Twenty-first, upon trust as to the Trust Stock and the Income and Proceeds thereof for the said *Charles Hallowell Hallowell Carew*, his Heirs and Assigns.

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XXXIX. Pro-

Carew's Estate Act, 1857.

The Trust Stock to be deemed in Equity Real Estate.

XXXIX. Provided always, That the Trust Stock shall, for the Purposes of the Devolution, Transmission, Vesting, Disposal, and Enjoyment thereof, and as between the several Persons and the real and personal Representatives of the several Persons respectively from Time to Time interested therein under the Trusts thereof by this Act declared, be deemed in Equity of the Nature of Real Estate, and not of the Nature of Personal Estate.

Annuity of 600*l.* during Life of Mary Murray Waugh.

XL. There shall be paid in lieu of the Jointure Rentcharge appointed to *Mary Murray Waugh* by her late Husband, either by the Trustees out of the Rents, Issues, Profits, and Proceeds of the Trust Estate, or by or under the Order or Direction of the Court out of the Trust Stock and the Income and Proceeds thereof, to the Person or Persons entitled thereto, One clear Annuity of Six hundred Pounds for her Life, by equal half-yearly Payments on the Twenty-fifth of *March* and the Twenty-fourth of *September* in every Year, free from Taxes, and without any other Deduction whatsoever, the First Payment thereof to be made on whichever of those half-yearly Days first happens after the passing of this Act; and in the event of her Decease during any current Half Year, a proportionate Part thereof for the broken Half Year: Provided always, that nothing in this Act shall vary or affect the Equity, if any, of the said *Mary Murray Waugh* to a Settlement out of or in respect of the Jointure Rentcharge against her Husband's Assignees, or the Rights, if any, of those Assignees to the Jointure Rentcharge or Annuity in lieu thereof, but such Equity, if any, and Rights, if any, shall be the same as if this Act were not passed, and the Jointure Rentcharge had remained and stood charged on Real Estate according to the Terms of the Will and Appointment of the said *Mary Murray Waugh's* First Husband.

Power for C. H. H. Carew to augment Annuity for Mary Murray Waugh.

XLI. The said *Charles Hallowell Hallowell Carew*, at any Time or Times hereafter, by any Deed or Deeds, or by Will or Codicil, may augment for the said *Mary Murray Waugh* that Annuity of Six hundred Pounds by any yearly Sum or Sums not exceeding in the whole the yearly Sum of Four hundred Pounds.

Assurance for 10,000*l.* on Life of C. H. H. Carew to be assigned to Trustees.

XLII. Forthwith after the passing of this Act the said *John Campbell* and *Thomas Robert Tufnell* shall assign the recited Assurance for Ten thousand Pounds effected by them on the Life of the said *Charles Hallowell Hallowell Carew* to the Trustees, and thenceforth the secondly herein-before recited Indenture of the Ninth Day of *March* One thousand eight hundred and fifty shall be absolutely null and void, and the said *John Campbell* and *Thomas Robert Tufnell* shall be wholly discharged from the Trusts thereof, and all Liability, Claims, and Demands thereunder.

XLIII. There

Carew's Estate Act, 1857.

XLIII. There shall be retained by or paid to the Trustees, either out of the yearly Income of the Trust Estate, or by or under the Order or Direction of the Court out of the yearly Income of the Trust Stock, the yearly Sum of Two hundred Pounds during the Life of the said *Charles Hollowell Hollowell Carew*, by yearly Payment on the Twenty-fifth Day of *March* in every Year, without any Deduction, the First Payment thereof to be made on the Twenty-fifth Day of *March* next after the passing of this Act.

200*l.* a Year to be paid to Trustees during Life of C. H. H. Carew.

XLIV. The Trustees shall apply that yearly Sum of Two hundred Pounds or so much thereof as is requisite for keeping up the recited Assurance for Ten thousand Pounds on the Life of the said *Charles Hollowell Hollowell Carew*, and shall from Time to Time pay the Surplus, if any, thereof to the said *Catherine Rebecca* his Wife for her sole and separate Use, but without Power for her in any way to anticipate any Part thereof.

Application of 200*l.* a Year in keeping up the Assurance, &c.

XLV. The Trustees shall be possessed of and interested in that Assurance, and all Moneys payable by way of Bonus or otherwise thereunder, if the said *Charles Hollowell Hollowell Carew* shall survive the said *Catherine Rebecca* his Wife, upon trust for the said *Charles Hollowell Hollowell Carew*, his Executors, Administrators, and Assigns; but if she shall survive him, then upon trust for the said *Catherine Rebecca* his Wife, her Executors, Administrators, and Assigns, unless and until the Sum of Ten thousand Pounds shall be paid to her or them as by this Act directed; and if and when that Sum or any Part thereof is so paid, then as to the like Sum, Part of the Moneys received under the Assurance, upon trust for the said *Charles Hollowell Hollowell Carew*, his Executors, Administrators, and Assigns, and as to the Residue of those Moneys upon trust for the said *Catherine Rebecca* his Wife, her Executors, Administrators, and Assigns.

Application of Moneys received under the Assurance.

XLVI. The Court, on the Application of the said *Charles Hollowell Hollowell Carew* or of the Trustees, may in accordance with the Powers and Provisions of this Act, and so far as the Rules of Law and Equity and the Jurisdiction and Authority of the Court admit, make any Order or give any Directions which the Court think fit, so as to ensure that the whole of the yearly Income of the Trust Stock to be paid to or for the said *Charles Hollowell Hollowell Carew* during his Life shall be inalienable by him, and from Time to Time, when it becomes payable, be applied solely for his exclusive personal Enjoyment.

The Life Income of C. H. H. Carew to be for his inalienable personal Enjoyment.

XLVII. If the said *Catherine Rebecca Hollowell Carew* shall die in the Life of the said *Charles Hollowell Hollowell Carew*, and he shall

Power to C. H. H. Carew to grant Join-

Carew's Estate Act, 1857.

ture to any
future Wife.

shall marry again, he may from Time to Time, by Deed or by Will or Codicil, appoint unto or in trust for any Woman whom he may from Time to Time hereafter marry, and either before or after Marriage, for her Life for her Jointure, any yearly Sum or Sums not exceeding in the whole for any One such Woman One Annuity of Six hundred Pounds, to be paid in such Manner as he shall appoint.

Portions for
younger
Children of
C. H. H.
Carew.

XLVIII. If there shall be any Child or Children of the said *Charles Hallowell Hallowell Carew*, who being a Son or Sons shall attain the Age of Twenty-one Years, or being a Daughter or Daughters shall attain that Age or marry (other than the First or only Son or any other Son or Sons who, before attaining the Age of Twenty-one Years, shall become entitled under this Act to the Trust Stock for an Estate in Tail in possession or in reversion immediately expectant on the Death of the said *Charles Hallowell Hallowell Carew*), then there shall be raised under the Order or Direction of the Court, for the Portion or Portions of such younger Child or younger Children, the following Sums; to wit, if there shall be but One such younger Child, the Sum of Five thousand Pounds to be paid to such younger Child, being a Son, at his Age of Twenty-one Years, or being a Daughter at her Age of Twenty-one Years or Day of Marriage, which shall first happen after the Death of the said *Charles Hallowell Hallowell Carew*, or if the same shall happen in his Life, then immediately after his Death; or if there shall be Two such younger Children and no more, then the sum of Nine thousand Pounds; or if there shall be Three such younger Children and no more, then the Sum of Twelve thousand Pounds; or if there shall be Four or more such younger Children, then the Sum of Fifteen thousand Pounds; such Sum of, as the Case may be, Nine thousand Pounds, or Twelve thousand Pounds, or Fifteen thousand Pounds to be paid or divided to or between the younger Children respectively entitled thereto, or any One or more exclusively of the others or other of them, in such Shares, if more than One, and subject to such Trusts, Powers, Conditions, Restrictions, and Trusts over for the Benefit of all or any One or more of such younger Children, as the said *Charles Hallowell Hallowell Carew* shall by Deed, with or without Power of Revocation and new Appointment, or by Will or Codicil, appoint; and in default of such Appointment to be divided between the younger Children entitled thereto respectively in equal Shares, to be paid to them respectively, being a Son or Sons, at his or their Age or respective Ages of Twenty-one Years, and being a Daughter or Daughters, at her or their Age or respective Ages of Twenty-one Years or Day or respective Days of Marriage, which shall first happen after the Death of the said *Charles Hallowell Hallowell Carew*, and if the same shall happen in his Life, then immediately after his Death.

XLIX. Pro-

Carew's Estate Act, 1857.

XLIX. Provided always, That in default of any such Appointment by the said *Charles Hallowell Hallowell Carew* to the contrary, no such younger Child taking any Part of the said Sum of, as the Case may be, Nine thousand Pounds, or Twelve thousand Pounds, or Fifteen thousand Pounds, under any such Appointment by him, shall be entitled to any further Share thereof, in default of Appointment, without bringing his or her appointed Share or the Value thereof into Hotchpot in the usual Manner.

Provision
in case of
Default of
Appoint-
ment of
Portions for
younger
Children.

L. After the Death of the said *Charles Hallowell Hallowell Carew* there shall be paid out of the Income of the said Trust Stock for the Maintenance or Education of every or any younger Child of the said *Charles Hallowell Hallowell Carew* entitled in expectancy to a Portion under this Act, and until his or her Portion shall become payable, such yearly Sum or Sums as Interest at the Rate of Four Pounds *per Centum per Annum* on the then expectant Portion of such Child would amount to, and to be paid to such Persons and applied for such Maintenance and Education in all respects in such Manner as the said *Charles Hallowell Hallowell Carew* shall by Deed, with or without Power of Revocation and new Appointment, or by Will or Codicil, appoint, and in default of such Appointment, such yearly Sum or Sums, not exceeding the Amount of such Interest, as the Trustees think sufficient and proper, such yearly Sums to be clear of all Deductions for Taxes or otherwise, and to be paid and applied in such Manner and at such Times as the Trustees think fit; and the Trustees may either themselves so apply such yearly Sums, or may pay the same to the Guardians of such Child, to be so applied by such Guardians, without the Trustees being liable to see to the Application, or bound to require any Account of the Application thereof.

As to Main-
tenance for
younger
Children of
C. H. H.
Carew.

LI. If the Trustees during the Life of the said *Charles Hallowell Hallowell Carew*, with his Consent in Writing, and after his Decease of their proper Discretion, think fit, there shall be raised under the Order or Direction of the Court out of the Trust Stock, for the Advancement, Preferment, or Benefit of any or every younger Son of the said *Charles Hallowell Hallowell Carew*, any Sum of Money not exceeding in the whole One Half of his then expectant Portion under this Act, and the Sums so raised shall be applied for the Advancement, Preferment, or Benefit of the younger Son for whom the same are raised as the said *Charles Hallowell Hallowell Carew* during his Life or the Trustees after his Death shall in his or their Discretion think fit.

Advance-
ment of
younger
Children of
C. H. H.
Carew.

LII. Provided always, That every Sum raised for the Advancement, Preferment, or Benefit of any such younger Son shall be taken to be in part of his Portion under this Act, either in the event of his

Advance-
ment to be
in part of
Portions.

[*Private.*]

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becoming

Carew's Estate Act, 1857.

becoming entitled to a Portion under this Act, or in the Case provided for in the Proviso next herein-after contained, but, except in the Case provided for in that Proviso, shall not, in the event of such younger Son not becoming entitled to a Portion under this Act, be taken into account as Part of the Sum raiseable under this Act for a Portion or Portions for the younger Child or younger Children of the said *Charles Hallowell Hallowell Carew*.

Limit of Amount to be raised for Advancement and Portions.

LIII. Provided always, That no more than Fifteen thousand Pounds Principal Money in the whole shall be raiseable under this Act for Portions for the younger Children of the said *Charles Hallowell Hallowell Carew*, and for the Advancement, Preferment, or Benefit of his Sons.

Portions for younger Children of C. H. H. Carew may be raised in his Life.

LIV. Provided always, That if the said *Charles Hallowell Hallowell Carew* shall by Deed so appoint, there shall be raised immediately, or at any other Time or Times so appointed, the whole or any Part of the Portion or Portions to which by Appointment or otherwise any younger Child or younger Children of the said *Charles Hallowell Hallowell Carew* shall from Time to Time be entitled for a vested Interest or vested Interests, and the Portion or Portions or the Part or Parts thereof so required to be raised shall, under the Order or Direction of the Court, be raised and paid to the Child or Children entitled thereto, or to any Persons claiming through or in right of or under such Child or Children; and any such Deed shall, if there shall be Two or more younger Children of the said *Charles Hallowell Hallowell Carew*, and if it shall in other respects be necessary, operate as an Execution of his Power of Appointment under this Act among such Children.

Annuity of 500l. for Mary Fanny Carew.

LV. If the said *Benjamin Francis Hallowell Carew* shall become entitled as Tenant for Life in possession to the yearly Income of the Trust Estate or of the Trust Stock, or in the event of his dying without becoming so entitled in possession he would, if living, have become by the Determination of the Trusts preceding the Trust for his Life so entitled in possession, and the said *Mary Fanny* his Wife shall survive him, there shall be paid to her, under the Order or Direction of the Court, One clear Annuity of Five hundred Pounds from the Time of his Decease, the First Payment thereof to be made at the Expiration of Six Months after his Decease; and in the event of her Decease during any current Half Year, there shall be paid a proportionate Part thereof for the broken Half Year.

Power for B. F. H. Carew to jointure future Wife.

LVI. If the said *Mary Fanny Carew* shall die in the Life of the said *Benjamin Francis Hallowell Carew*, and he shall marry again, he may from Time to Time, by Deed or by Will or Codicil, appoint .. unto

Carew's Estate Act, 1857.

unto or in trust for any Woman whom he may from Time to Time hereafter marry, and either before or after Marriage, for her Life for her Jointure any yearly Sum or Sums not exceeding in the whole for any One such Woman One Annuity of Five hundred Pounds, to be paid in such Manner as he shall appoint.

LVII. Provided always, That if the said *Benjamin Francis Hollowell Carew* shall, before he becomes entitled as Tenant for Life in possession to the yearly Income of the Trust Estate or of the Trust Stock, appoint any Jointure Annuity unto or in trust for his Second or any subsequent Wife, then no Jointure Annuity so appointed by him shall take effect in possession unless or until he shall become so entitled in possession, or if he shall die without becoming so entitled in possession, then unless or until he would, by the Determination of the Trusts preceding the Trust for his Life, have become, if living and during her Life, so entitled in possession.

Conditions
of such
Jointure
taking effect.

LVIII. The Jointure Annuity, if any, which shall become payable under this Act to any second or subsequent Wife of the said *Charles Hollowell Hollowell Carew* becoming his Widow, or to any second or subsequent Wife of the said *Benjamin Francis Hollowell Carew* becoming his Widow, shall become payable after his respective Death, and shall be paid under the Order or Direction of the Court, and except so far as he respectively shall otherwise appoint, shall be paid by equal half-yearly Payments in every Year, the First Payment thereof to be made at the Expiration of Six Months after his respective Decease; and in the event of her respective Decease during any current Half Year, a proportionate Part thereof shall be paid for the broken Half Year.

Payment of
Jointure
Annuity to
Widow of
C. H. H.
Carew, or
of B. F. H.
Carew.

LIX. Provided always, That the Trust Stock shall not, under the Trusts by this Act declared for the Payment of the Annuity of Six hundred Pounds during the Life of the said *Mary Murray Waugh*, and the Augmentation, if any, thereof to be made by the said *Charles Hollowell Hollowell Carew*, and for the Payment of a Jointure Annuity to or for a second or subsequent Wife of the said *Charles Hollowell Hollowell Carew*, and for the Payment of a Jointure Annuity to or for a second or subsequent Wife of the said *Benjamin Francis Hollowell Carew*, or such of those Trusts as from Time to Time are capable of taking effect, be at any One Time subject to the Payment of any yearly Sum exceeding the following, that is to say, during the Life of the said *Mary Murray Waugh* the yearly Sum of One thousand five hundred Pounds, and after her Decease the yearly Sum of One thousand Pounds, and the Payment of the Excess, if any, over the Sum of One thousand five hundred Pounds, or, as the Case may be, over the Sum of One thousand Pounds, shall during the Term of such Excess be suspended.

Limit of
total Amount
of Jointure
Annuities.

LX. Every

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Portions for
younger
Children of
B. F. H.
Carew and
J. G. H. H.
Carew, and
Dame M. L.
Pigott re-
spectively.

LX. Every of the said *Benjamin Francis Hallowell Carew, Jane Grace Henrietta Hallowell Carew*, and Dame *Mary Louisa Pigott*, either before or when he or she is Tenant for Life in possession of the Trust Stock, may by Deed or by Will or Codicil, and as to the said *Jane Grace Henrietta Hallowell Carew* and Dame *Mary Louisa Pigott* respectively, whether coverte or sole, appoint any Sum or Sums of Money to be raised and paid out of the Trust Stock for the Portion or Portions of any Child or Children of the Person making such Appointment other than an eldest or only Son or other Issue for the Time being entitled under this Act to the Trust Stock for an Estate in Tail, either in possession or in remainder expectant on the Decease of his, her, or their respective Parent, not exceeding in the whole the Sum or Sums following, to wit, if but One such younger Child not exceeding the Sum of Four thousand Pounds, if Two such younger Children and no more not exceeding the Sum of Seven thousand Pounds, if Three such younger Children and no more not exceeding the Sum of Nine thousand Pounds, and if more than Three such younger Children not exceeding the Sum of Ten thousand Pounds, with Interest not exceeding the Rate of Four Pounds *per Centum per Annum* on the same Sum or Sums respectively, such Sum or Sums to be vested in and paid to or divided between the Child or Children respectively for whom the same respectively is or are provided, at such Age, Day, or Time, or such respective Ages, Days, or Times, and if more than One, to be divided between them or any of them in such Parts, Shares, or Proportions, and charged with or subject to such annual Sum or Sums, Conditions, Restrictions, and Trusts over for the Benefit of any One or more of such Children respectively, as the Person making the respective Appointment shall think fit, and shall by Deed, without Power of Revocation and new Appointment, or by Will or Codicil, appoint.

Limit of
Amount of
such Por-
tions.

LXI. Provided always, That if there shall be any Children or Child of the Person making such Appointment who shall live to attain a vested Interest in such Portion or Portions, such Children or Child shall not in any Case, by Survivorship or otherwise, be entitled to more than the following Sum or Sums; (to wit,) if but One such Child the Sum of Four thousand Pounds, if but Two such Children the Sum of Seven thousand Pounds, if but Three such Children the Sum of Nine thousand Pounds.

Conditions
of such
Portions
taking effect.

LXII. Provided always, as to every of the said *Benjamin Francis Hallowell Carew, Jane Grace Henrietta Hallowell Carew*, and Dame *Mary Louisa Pigott*, that if he or she shall before he or she under this Act is entitled as Tenant for Life in possession to the Trust Stock appoint any such Portion or Portions, then and in every such Case the Sum or Sums so appointed shall not become vested in or payable

Carew's Estate Act, 1857.

payable to any Person or Persons, or carry Interest, unless and until the respective Person so appointing, or One or more of his or her Issue, shall under the Trusts of the Trust Stock become entitled to the actual Receipt of the Income thereof.

LXIII. Provided always, That the Trust Stock shall not under the several Powers of charging with Portions by this Act granted to the said *Benjamin Francis Hallowell Carew; Jane Grace Henrietta Hallowell Carew*, and *Dame Mary Louisa Pigott* respectively, or any of such Powers, be at any One Time charged with a Principal Sum exceeding in the whole, inclusive of any Sums raiseable for the Benefit of any younger Child or younger Children of the said *Charles Hallowell Hallowell Carew*, the Sum of Twenty-five thousand Pounds and Interest thereon, and therefore if any such subsequent Charge would, with the antecedently subsisting Charge or Charges, increase the whole Sum charged for Portions to more than Twenty-five thousand Pounds and Interest thereon, then such subsequent Charge shall not take effect, or, as the Case may require, shall only partially take effect until the antecedently subsisting Charge or Charges shall cease or be reduced.

Limit of total Amount of Portions for younger Children.

LXIV. Provided always, That the Trust Stock, or any Part or Share thereof, shall not vest absolutely for Transmission in any Person being under this Act Tenant in Tail by Purchase, unless or until such Person shall attain the Age of Twenty-one Years, and shall after his attaining that Age absolutely dispose of the same upon trust for himself by a disentailing Assurance under the Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance.

The Trust Stock not to vest absolutely in Infant Tenant in Tail.

LXV. The Trust Stock or any Part thereof shall, upon Application to the Court by the Trustees or by any Person beneficially entitled in possession to the yearly Income of the Trust Stock, if of the Age of Twenty-one Years, or if not of his Guardian, be sold, and the Proceeds thereof be invested in the Purchase of Hereditaments of Freehold or Copyhold or partly of Freehold and partly of Copyhold Tenure, of an Estate of Inheritance in Fee Simple in possession, free from Incumbrances, except Leases at Rackrent, and Leases or Tenancies whatsoever not having more than Twenty-one Years unexpired, and Land Tax, and Free or Quit-rents, or such like Outgoings and Payments.

Investment of Proceeds of the Trust Stock in the Purchase of Freeholds or Copyholds.

LXVI. All the Hereditaments so purchased shall be conveyed, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers and Pro-

visions
Settlement of the Hereditaments so purchased.

[Private.]

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visions

Carew's Estate Act, 1857.

visions as, having regard to the Tenure and Quality thereof respectively, may the nearest correspond with the Trusts, Powers, and Provisions of this Act with respect to the Trust Stock, and with such Terms of Years, if any, as may be proper for giving Effect to such Trusts, Powers, and Provisions respectively, and also, if the Court so order or direct, with any Powers of leasing, enfranchising Copyholds, granting Licences with respect to Copyholds, selling, exchanging, and partitioning, and incidental Powers and Provisions whatsoever as Circumstances admit or render expedient and the Court direct.

Settlement of any Parts of the Trust Estate eventually not sold.

LXVII. If it be found not necessary for the Purposes of this Act and not expedient to sell the whole of the Trust Estate, then, under the Order or Direction of the Court, such Parts thereof as eventually remain unsold shall be conveyed and assured in like Manner as is by this Act directed with respect to the Settlement of the Hereditaments purchased as by this Act provided.

Heirlooms comprised in the Settlement of 9th March 1850 vested in the Trustees upon Trusts of Act.

LXVIII. On and after the passing of this Act, and as from the Twenty-seventh Day of *December* One thousand eight hundred and fifty-six inclusive, all the Family Portraits, Pictures, Silver Plate, and plated Articles marked with the *Carew* or *Hallowell* Arms now or late in or about the Mansion House at *Beddington*, and the Diamond Earrings, Head-star, and Solitaire formerly belonging to the said *Ann Paston Gee*, and which were comprised in and assigned by the recited Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty (and which Chattels are in this Act called the Heirlooms), shall be and are by this Act vested in the Trustees upon the Trusts and subject to the Provisions of this Act concerning the same, and freed from all other Trusts, Charges, Rights, Interests, Claims, and Demands whatsoever.

Trusts of Heirlooms.

LXIX. The Trustees shall be possessed of and interested in the Heirlooms upon trust, to permit the same to be held and enjoyed, so far as the Rules of Law and Equity will permit, until the Mansion House at *Beddington* is sold under this Act by the Person or Persons who if this Act were not passed would from Time to Time, under the Limitations or Provisions in the recited Indenture of Settlement of the Ninth Day of *March* One thousand eight hundred and fifty contained, be entitled to the actual Possession or to the Receipt of the Rents and Profits of the Mansion House, and after the Mansion House is so sold by the Person or Persons who from Time to Time under the Trusts or Provisions of this Act is or are entitled beneficially to the Receipt of the yearly Income of the Trust Stock, or of the Investments of the Proceeds thereof, and for his or their exclusive personal Enjoyment only.

LXX. Pro.

Carew's Estate Act, 1857.

LXX. Provided always, That the Heirlooms shall not vest absolutely in any Person being under this Act Tenant in Tail by Purchase unless or until such Person shall attain the Age of Twenty-one Years, and shall, after his attaining that Age, absolutely dispose of the same upon trust for himself by a disentailing Assurance under the Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance.

Heirlooms not to vest absolutely in Infant Tenant in Tail.

LXXI. The Trustees from Time to Time shall have an Inventory made in duplicate of the Heirlooms, and both Parts thereof shall be signed by the Person from Time to Time entitled to the Possession of the Heirlooms, if of full Age, on becoming entitled to such Possession, or if not on attaining the Age of Twenty-one Years; and One Part thereof so signed shall be kept by the Trustees, and the other Part thereof so signed shall, until the Mansion House at *Beddington* is sold under this Act, be left thereat, and after it is sold shall be kept by the Person from Time to Time entitled to the Possession of the Heirlooms.

Inventory of Heirlooms.

LXXII. The Person from Time to Time entitled to the Possession of the Heirlooms shall on having Possession thereof, if then of full Age, or if not on attaining the Age of Twenty-one Years, give to the Trustees a Bond in a sufficient Penalty for preserving the Heirlooms safely and in good Order and Condition, by making such Reparations, Restorations, and Replacings thereof as the Trustees from Time to Time think necessary, and for keeping such of the Heirlooms as are of an insurable Nature adequately insured against Damage by Fire, and for Payment of the Expenses to be as by this Act provided paid with respect to the Heirlooms by such Person.

Bond for Preservation, &c. of Heirlooms.

LXXIII. The Trustees from Time to Time may inspect and examine into the State and Condition of the Heirlooms, and require the Production of the Policies of Insurance thereof and of the Receipts for the Premiums paid thereon, and shall cause such Reparations, Restorations, and Replacings thereof to be made as the Trustees think fit, and the Expense of such Reparations, Restorations, and Replacings, and of effecting and keeping up such Insurances, shall be paid by the Person from Time to Time entitled to the Possession of the Heirlooms; and the Trustees, on the Request in Writing and at the Expense of any Person so entitled being of full Age, may exchange any Plate forming Part of the Heirlooms for any other Plate of equal Weight and Value, and the Plate and other Articles from Time to Time replaced or substituted shall be Part of the Heirlooms, and be held and enjoyed in like Manner as the original Plate and other Articles.

Power for Trustees to inspect, &c. Heirlooms.

LXXIV. If

Carew's Estate Act, 1857.

Trustees
may recover
Possession of
Heirlooms.

LXXIV. If and whenever the Person from Time to Time entitled under this Act to the exclusive personal Enjoyment of the Heirlooms parts with or is by any Means deprived of or kept out of the exclusive Possession of the same, the Trustees may recover the Possession of the same for the Purposes of this Act.

Trustees
Receipts to
discharge.

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

Appointment
of new Trus-
tees of Act.

LXXVI. If the said Sir *George Russell Clerk* and *John Cumberland*, or either of them, or any Trustee or Trustees appointed under this Act in their or either of their Place, shall die or desire to be discharged from, or shall decline, neglect, or become incapable or unfit to act in the Trusts of this Act, or shall reside out of *Great Britain* before the Trusts of this Act are fully executed, then and in every such Case the Court, on Application by the Person entitled in possession to the yearly Income of the Trust Stock, or of the Investments of the Proceeds thereof, or by the surviving or continuing Trustees or Trustee, or, if none, of any Person interested in the Trust Stock, and after such Notice as the Court direct, to the other Trustees or Trustee, if any, and to all or any of the Persons interested, may appoint any Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, desiring to be discharged, or declining, neglecting, or becoming incapable or unfit, or residing out of *Great Britain*; and every Trustee so appointed shall have the like Powers and Discretions for the Execution of this Act as if he were appointed a Trustee by this Act.

Appoint-
ment of new
Creditors
Trustee of
Act.

LXXVII. If the said Sir *Benjamin Hall* or any Creditors Trustee appointed under this Act in his Place shall die or desire to be discharged from, or shall decline, neglect, or become incapable or unfit to act in the Trusts of this Act, or shall reside out of *Great Britain* before the Incumbrances are discharged, then and in every such Case the Court, on Application by the Trustees of the Indenture of the Fifth Day of *May* One thousand eight hundred and fifty-six, or either of them, or in default of Application by any Trustee of that Indenture, then on Application by any Incumbrancer, and in every Case after such Notice to the other Trustees and to any other Persons, if any, as the Court direct, may appoint any Person to be a Creditors Trustee in the Place of Sir *Benjamin Hall* or other the Creditors Trustee so dying, desiring to be discharged, or declining, neglecting, or becoming incapable or unfit, or residing out of *Great Britain*, and every Creditors Trustee

Carew's Estate Act, 1857.

so appointed shall have the like Powers and Discretions for the Execution of this Act as if he were appointed a Trustee by this Act: Provided, that when all the Incumbrances are discharged the Office of Creditors Trustee under this Act shall wholly cease.

LXXVIII. On every Appointment under this Act of a new Trustee or new Trustees, and on the Cesser of the Office of Creditors Trustee, the Court may make under the Trustee Act, 1850, or any other Act or Acts applicable in that Behalf, and under this Act, any Order which the Court think fit for vesting any Lands or Choses in Action, subject to any of the Trusts of this Act, in the new Trustee or Trustees, either solely or, as the Case may require, jointly with the surviving or continuing Trustees or Trustee, or, as the Case may be, in the continuing Trustees or Trustee, and the same shall thereupon be vested accordingly.

Vesting
Order on
such Ap-
pointment.

LXXIX. No Person now or hereafter a Trustee 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 such Persons respectively may, by and out of any Moneys coming to their respective Hands by virtue of this Act, retain to and reimburse themselves respectively all Costs, Charges, and Expenses not by this Act or otherwise expressly provided for which they respectively may incur in or about the carrying of this Act into execution.

Indemnity
of Trustees
of Act.

LXXX. 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 Trust Estate, or any Part thereof, and the Rents, Issues, Profits, and Proceeds of the same, and the several Sums of Money and Stock, and the several Articles and the Life Assurance respectively to which this Act relates, or any of them, 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.

General
Saving.

LXXXI. Provided always, That the following Persons are excepted out of the general Saving in this Act contained, and accordingly are the only Persons bound by this Act; (to wit,)

Persons
herein named
excepted
from general
Saving, and
bound by
this Act.

First, the said *William Petrie Waugh* and *Mary Murray* his Wife, their Executors, Administrators, and Assigns; secondly, the said *Charles Hallowell Hallowell Carew*, his Heirs, Executors,
[Private.]

Adminis

Carew's Estate Act, 1857.

Administrators and Assigns ; thirdly, the unborn Sons and unborn Daughters of the said *Charles Hallowell Hallowell Carew*, and the Heirs of their respective Bodies ; fourthly, the said *Catherine Rebecca Hallowell Carew*, her Executors, Administrators, and Assigns ; fifthly, the said *Benjamin Francis Hallowell Carew*, his Executors, Administrators, and Assigns ; sixthly, the said *Mary Fanny Carew*, her Executors, Administrators, and Assigns ; seventhly, the unborn Sons of the said *Benjamin Francis Hallowell Carew*, and the Heirs of their respective Bodies ; eighthly, the said *Norah Louisa Carew* and *Rose Frances Carew*, and the Heirs of their respective Bodies ; ninthly, the unborn Daughters of the said *Benjamin Francis Hallowell Carew*, and the Heirs of their respective Bodies ; tenthly, the said *Jane Grace Henrietta Hallowell Carew*, her Executors, Administrators, and Assigns ; eleventhly, the unborn Sons and unborn Daughters of the said *Jane Grace Henrietta Hallowell Carew*, and the Heirs of their respective Bodies ; twelfthly, the said Sir *Charles Robert Pigott* and Dame *Mary Louisa* his Wife, their Executors, Administrators, and Assigns ; thirteenthly, the unborn Sons and unborn Daughters of the said Dame *Mary Louisa Pigott*, and the Heirs of their respective Bodies ; fourteenthly, the said *Walter Henry Hitchcock*, and the said *Ellis Watkin Cunliffe*, and the said *Eleanor Frances Paynter*, *William Davies*, and *Robert Pavin Davies*, and the said *Robert Hallowell Carew* and *William Augustus Ford*, respectively, as such Incumbrancers as herein-before appearing, and their respective Heirs, Executors, Administrators, and Assigns ; fifteenthly, the several Persons respectively named or referred to in the Second Schedule to these Presents as such Incumbrancers as therein specified, and their respective Heirs, Executors, Administrators, and Assigns ; sixteenthly, the said *William Bell*, *William Samuel Price Hughes*, *William Chickall Jay*, and *William Pearce*, as the Assignees in the Bankruptcy of the said *William Petrie Waugh*, and any future Assignees therein ; seventeenthly, the said *William Parker* and *William Petrie Waugh*, and the said *Henry Diggory Warter*, and the said *John Godfrey Teed*, and the said Sir *George Russell Clerk* and Sir *Houston Stewart*, and the said *John Campbell* and *Thomas Robert Tufnell*, and the said Sir *William Maxwell* and *Patrick Maitland*, and the said Sir *James Carmichael* and *William Petrie Waugh*, and the said Lord *Garvagh* and Sir *George Russell Clerk* respectively, as such Trustees as herein-before appearing, and their respective Executors, Administrators, and Assigns.

Act as
printed by
Queen's

LXXXII. 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

Carew's Estate Act, 1857.

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. Printers to
be Evidence

Carew's Estate Act, 1857.

SCHEDULES referred to in this Act.

THE FIRST SCHEDULE.

The TRUST ESTATE, all in the COUNTY of SURREY.

THE several Manors or Lordships or reputed Manors or Lordships of Beddington and Bandon, Norbury, Ravensbury otherwise Ravesbury, Walton otherwise Walton-upon-the-Hill, and Wallington, with the several and respective Rights, Royalties, Courts, Profits and Benefits, Members, and Appurtenances to the said several Manors or Lordships or reputed Manors or Lordships respectively belonging, incident or appertaining.

The Prebend or Portionary of Beddington.

The Advowson of the Rectory or Parish Church of Beddington.

The Advowson of the Rectory or Parish Church of Walton-upon-the-Hill otherwise Walton.

An annual Rent or Sum of 20*l.*, formerly Part of an annual Rent or Sum of 40*l.* formerly charged upon or payable out of the Manors or Manor of Banstead or Walton otherwise Walton-upon-the-Hill, but which annual Sum of 20*l.* is now charged upon the Manor and Hereditaments of Banstead.

The several Quit and other Rents of or belonging to or payable to the Lord of the Manors of Beddington, Bandon, Norbury, Ravensbury otherwise Ravesbury, Walton otherwise Walton-upon-the-Hill, and Wallington respectively.

All Tithes or commuted Rents in lieu of Tithes from or in respect of the several Hereditaments specified in this Schedule, or any Parts thereof.

All the Lands and Hereditaments which were, together with the Manor of Wallington, by an Indenture dated the 10th Day of January 1684, demised for the Term of 500 Years from Michaelmas then last.

Carew's Estate Act, 1857.

No. on the Tithe Commutation Map.	Description, Name, or Situation of the Parcels.	Quality or Cultivation.	Quantity.
	IN THE PARISH OF BEDDINGTON.		A. R. P.
181	Mansion House and Courtyard, and the Pleasure Grounds on the Eastern and Southern Sides of the Mansion House, Summer-house, and a Branch of the River Wandle, partly covered over.	- - -	5 1 28
175	Three Cottages, Pigeon-house, Granary, Barn, Coach-house, Stables, Cowhouse, Dog Kennels, Cartshed, Slaughter-house, Pigsties, Buildings, and Yards.	- - -	1 3 36
176	Carpenters Shop, Sheds, Saw Pit, and Timber Yard	- - -	1 2 2
177	Kitchen Garden, lying on the Back and Eastern Side of the Coach-house and Stable, with Greenhouses therein.	- - -	0 2 30
178	Wilderness Wood and Pond, and Bed of a Branch of the River Wandle.	- - -	3 3 2
179	Part of a Pleasure Ground, having the Wilderness Wood on the Northern Side, and a Canal or Branch of the River Wandle on the Eastern Side, and the Pleasure Ground first herein mentioned on the Southern and Western Sides.	- - -	1 3 23
173	Part of a Pleasure Ground, with Bed of a Canal or Branch of the River Wandle, and Canal or Pond therein, and being on the Eastern Side of the last-mentioned Parcel	- - -	4 1 21
192	Allotment lying between the last-mentioned Parcel and Branches of the Bed of the River Wandle, and Island or Alder Bed therein.	- - -	3 0 28
198	Alderwood, on the Eastern Side of the River	- - -	1 0 34
199	Allotment to Alderwood, between the South-eastern Corner thereof and the River and public Road.	- - -	0 3 22
200	Wood on the Northern Side of the last Parcel.		
182	Rubbish Yard adjoining Nos. 181 and 193, bounded on One Side by a Branch of the River Wandle.	- - -	0 0 24
183	Hodge's Field, being Part Paddock and Part Kitchen Garden Ground, situate on the Eastern Side of Nos. 181 and 182, and lying between the Church Path and a Branch of the River.	- - -	2 0 7
91	Ladies Walk, or Elizabeth's Walk, on the Top of White Bench Hill.	Wood - -	2 1 14
89	White Bench Field, on the Southern Side of the Road leading from Carshalton to Beddington Village.	Meadow - -	12 3 30
90	Allotment at Sandy Hill, lying between the public Road leading from Carshalton to Beddington and the last Two Parcels, and another Field.	Wood - -	0 3 13
159	Warren on the Northern Side of the Road leading from Carshalton to Beddington.	Pasture - -	4 2 30
160	A Piece of Land called Sharpes on the Northern Side of the Road leading from Carshalton, and being Part of Beddington Portionary.	Pasture - -	4 1 0
161	A Dwelling House, Buildings, Yard, and Garden, bounded by the last-mentioned Parcel and Road, and a Path leading to Beddington Church, and being also Part of Beddington Portionary.	- - -	1 2 10
162	Break Hill, lying Westward of Beddington Church, and being Part of Beddington Park.	Pasture - -	25 3 23
162a	Canal Road and Bank, situate between Break Hill and the Parcel next herein-after mentioned, and being Westward from the Mansion House.	Partly covered with Water.	1 3 32

[Private.]

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Carew's Estate Act, 1857.

No. on the Tithe Commutation Map.	Description, Name, or Situation of the Parcels.	Quality or Cultivation.	Quantity.
174	Part of Beddington Park, lying between the last-mentioned Parcel and the River Wandle.	Pasture -	A. R. P. 7 0 16
163	Bed of the River Wandle - - - -	Covered with Water.	3 3 3
172	Part of Beddington Park called Dog Kennel Mead, on the Northern Side of the River Wandle.	Meadow -	6 1 24
171	Part of Beddington Park on the Northern Side of the River.	Meadow -	4 2 11
170	Other Part of Beddington Park on the Northern Side of the last-mentioned Parcel.		
169	Part of Beddington Park called the Twelve Acres, or Part of the Twelve Acres.	Meadow -	10 1 15
173	Belt Plantation in Park - - - -	- - -	3 0 24
164, 165, 166, 67, 168	Other Parts of Beddington Park adjoining each other, and being on the Eastern Side of the River.	Pasture -	49 2 7
	Other Lands included in the Park, extending to Mitcham Common.		
239	Bushey Field, on the Northern Side of the Park -	Pasture -	16 0 29
242	Part of Furze Field - - - -	Arable -	2 0 34
241	Other Part of Furze Field - - - -	Wood -	7 2 36
297 b	A Piece of Waste Land on the Eastern Side of the Road leading from Carshalton to Mitcham, near the Place where the Road from Hackbridge Green joins the same.	- - -	0 3 0
295 a	Plantation adjoining the Road from Carshalton to Mitcham and the Queen's Head Field.	Wood -	1 2 11
233	Allotment in front of Admiral's Meadow and Twenty Acre Field, and adjoining the Road leading from Beddington to Mitcham.	Wood -	2 0 8
232	Allotment in front of Ten Acre Field and Long Shaw, and adjoining the last-mentioned Road.	Wood -	1 1 27
256 a	Allotment in front of the Long Shaw - - - -	Wood -	0 1 29
261	Plantation in front of Barn Field and adjoining the last-mentioned Road.	Wood -	1 0 19
287 a	Plantation between the last-mentioned Road and rough Ground.	Wood -	0 0 34
288 a	Plantation between the last-mentioned Road and other rough Ground.	Wood -	0 1 18
282	Nursery on Beddington Common - - - -	Wood -	0 2 38
	In Beddington - - - -	- - -	201 1 29
	IN THE HAMLET OF WALLINGTON IN BEDDINGTON.		
299	Plantation adjoining the Park Lodge and on the Eastern Side of the Road from Carshalton to Mitcham.	Wood -	3 1 33
298	Cottage or Lodge at the Entrance to Beddington Park, with the Garden thereto.	- - -	0 0 36
297	Gardener's Field, on the Northern Side of the last-mentioned Parcel, and on the Western Side of Nos. 168 and 239.	Formerly arable, now laid down.	16 0 8
297	A Piece of Waste Ground on the Eastern Side of the High Road leading from Carshalton to Mitcham, and lying between the same Road and the last-mentioned Parcel.	- - -	2 1 10
			22 0 7

Carew's Estate Act, 1857.

No. on the Tithe Commutation Map.	Description, Name, or Situation of the Parcels.	Quality or Cultivation.	Quantity.
			A. R. P.
	IN THE PARISH OF MITCHAM.		
305	Park Belt adjoining to the new Inclosure - -	Wood -	5 1 7
	IN BEDDINGTON, WALLINGTON, CARSHALTON, AND MITCHAM.		
	A Dwelling House, Eight Tenements, and other Buildings, Lands, and Hereditaments, called Great Woodcot Farm, in Beddington, or partly in Beddington and partly in Carshalton.	- - -	1,047 0 32
	Farmhouse, Two Cottages, Outbuildings, Lands, and Hereditaments, called Grove Farm, in Carshalton.	- - -	324 0 26
	Two Cottages, with Gardens and Piece of Pasture Ground, called Little Woodcot, and a Piece of Arable Land called Old Lodge, in the Hamlet of Wallington in Beddington.	- - -	51 1 33
	A double Cottage or Dwelling House, Buildings, and Hereditaments, called New Barn Farm, in Beddington.	- - -	381 1 12
	A Dwelling House, Cottage, and other Buildings in the Village and Parish of Beddington, Lands, and other Hereditaments, called the Manor Farm.	- - -	355 1 25
	Two Cottages and Gardens, Four Pieces of Arable and Pasture Land, and Hereditaments, all or Part formerly Demesne Land, in Beddington.	- - -	151 3 19
	Two Cottages, Windmill, Buildings, Land, and Hereditaments on the Southern Side of a Road at the Northern End of the Demesne Farm, in Beddington.	- - -	6 3 12
	A Cottage called Tyler's Cottage, Buildings, Lands, and Hereditaments on the Eastern Side of Beddington Lane, called Marsh Farm or Charrington's Farm, in Beddington.	- - -	230 2 14
	A Dwelling House and other Buildings on the Western Side of Beddington Lane, an old Lodge or Cottage, Shed, and Garden, near Beddington Corner, a Cottage and Gardens, now divided into Three Tenements, on the Western Side of Beddington Lane, a Cottage divided into Two, called the Shepherd's Cottage, Barn, Garden, and Rickyard, on the Western Side of Beddington Lane, and Lands and other Hereditaments being Part of Beddington Park Farm, in Beddington, all lying Westward of Beddington Lane, except a small Piece in front of the Dwelling House.	- - -	407 0 26
	A Piece of Arable Land in the Hamlet of Wallington in Beddington.	- - -	8 3 10
	A Piece of Arable Land called the New Inclosure, with Two Cottages and Gardens at the North-eastern Corner thereof, adjoining to Beddington Lane, all in Mitcham.	- - -	89 0 0
	A Piece of Arable Land in Smoke Shot in the Hamlet of Wallington.	- - -	1 3 30
	A Messuage or Dwelling House, called Beddington Mill House, a Water Mill called Beddington Mill, now used as a Snuff Mill, and other Buildings, Land covered with Water, and Hereditaments in Beddington.	- - -	30 3 35
	A Messuage or Public House, called the Plough, on the Southern Side of the High Road from Croydon to Carshalton, with Coach-house and other Buildings, Barnyard, Garden, Two Pieces of Meadow Ground, and a Piece of Arable Ground on the South-western Side of that High Road, all in Beddington.	- - -	13 2 31

Carew's Estate Act, 1857.

No. on the Tithe Commutation Map.	Description, Name, or Situation of the Parcels.	Quality or Cultivation.	Quantity.
	A Messuage or Tenement, Coach-house, Stable, Cow-house, and other Buildings, and Three Pieces of Meadow Land near Beddington Mill in Beddington.	- - -	A. R. P. 9 2 39
	A Shed and Yard in Beddington	- - -	0 0 11
	A Capital Messuage or Dwelling House called Brandries Hill, with Buildings, Orchard, and Two Pieces of Meadow or Pasture Land, and other Hereditaments. A Piece of Meadow Land, called "Live and Repent," near thereto, in the Village and Parish of Beddington, and a Cottage or Tenement and Ground near to that Capital Messuage.	- - -	11 2 11
150	A Piece of Garden Ground in the Village of Beddington, lying between the Church Path and the Northern Side of the Meadow Land called "Live and Repent," in Beddington.	- - -	0 0 36
151	A Piece of Garden Ground adjoining the Church Path in the Village and Parish of Beddington.	- - -	0 0 22
152	A Cottage and Piece of Garden Ground lying between the Church Path and the Northern Side of the Meadow Land called "Live and Repent," in the Village and Parish of Beddington.	- - -	0 0 13
153	Two Cottages or Tenements and Gardens lying between the Church Path and the Northern Side of the Meadow Land called "Live and Repent," in the Parish and Village of Beddington.	- - -	0 0 39
186	A Cottage and Garden in the Village and Parish of Beddington, on the Northern Side of the Church Path.	- - -	0 0 19
188	Three Dwelling Houses or Tenements, Smiths Shop, and other Buildings and Hereditaments at Chats Hill, at the Corner of the Path leading to the Church in the Village of Beddington.	- - -	0 1 26
207	A Piece of Ground, now or late Part of a Pleasure Ground, on the Western Side of Beddington Lane.	- - -	0 0 23
216	A Piece of Meadow or Pasture Ground called Mill Pad-dock, adjoining to the River Wandle and Beddington Lane.	- - -	1 1 26
IN THE PARISH OF CROYDON.			
	A Piece of Woodland, formerly called Long Close Cop-pice.	- - -	28 3 0
	A Messuage or Dwelling House called the Thornton Heath Cottage, with the Buildings, Lands, and Here-ditaments thereunto adjoining, or belonging or occu-pied therewith, and the Cottage adjoining thereto at Thornton Heath, and other the Hereditaments, if any, which, by an Indenture of Lease dated the 20th Day of October 1807, between Richard Carew of the one Part and Thomas Coles of the other Part, were de-mised to the said T. Coles for Sixty Years.	- - -	25 3 3
	A Piece of Woodland called Bush Shaw, lying on the Western Side of the Road leading from London to Croydon.	- - -	13 0 12
	A Shaw or Piece of Land extending Southward from the last-mentioned Piece of Woodland.	- - -	1 0 35
	A Piece of Woodland, Part of the Wood called Pound Wood	- - -	5 2 23
	A Piece of Garden Ground at Waddon, near the Point where the Road from Beddington to Croydon crosses the Lane from Waddon through Cold Harbour, exclu-sive of the Land, formerly Cart Roads, taken and used for the London and Croydon Railway.	- - -	3 3 33

Carew's Estate Act, 1857.

No. on the Tithe Commutation Map.	Description, Name, or Situation of the Parcels.	Quality or Cultivation.	Quantity.			
	IN THE PARISH OF WALTON-UPON-THE-HILL.			A.	R.	P.
	A Capital Messuage or Tenement, being the Manor House of the Manor of Walton-upon-the-Hill, but now occupied as a Farmhouse, with the Site of an ancient Castle or Tower, and the Lands, Buildings, and Hereditaments thereto belonging, called Walton Place Farm, with other Lands situate partly together and partly dispersedly.	-	-	-	538	3 11
	A Cottage called Queen's Wood Cottage, with the Garden and Ground thereto.	-	-	-	0	2 27
	A Piece of Woodland called Queen's Wood, and Two Pieces of Arable Land thereto adjoining.	-	-	-	41	1 13
	A Messuage, Tenement, or Farmhouse, Buildings, Orchard, Lands, and Hereditaments, called Bush Field Farm.	-	-	-	97	2 11
	The Land or Ground called Walton Down, Part whereof is occasionally let and used as Part of Epsom Race-course, at the Northern End of the Parish.	-	-	-	205	2 13
	A Piece of Land called Goss Bottom Common or the Goss Piece.	-	-	-	22	1 0
	Land covered with Water at the Eastern End of Walton Street, called the Mere Pond.	-	-	-	1	2 32
	The Land called Walton Heath, and all other Common and Waste Land within the Parish.	-	-	-		
	IN THE PARISH OF STREATHAM.					
	A Piece of Meadow Land lying in and being Part of a Meadow called Streatham Mead, near to a Place called Hermitage Bridge.	-	-	-	6	0 0
	A Piece of Land in Merton.	-	-	-		
	IN THE PARISH OF CROYDON, Being Hereditaments comprised in the Mortgage of March 4, 1850.					
	A Cottage called Pheasant Cottage, fronting Eastward to the Road from London to Croydon, and the Garden thereto, and about 30 Acres of the Lands formerly described as "Four Pieces of Arable, Meadow, or Pasture Land, Two whereof on the Western Side of the Road leading from London to Croydon, the other Two lying on the Western Side of the first Two, and all formerly in the Tenure of John Farley, and Three Pieces of Arable Land on the Western Side of the Road from London to Croydon, and formerly in the Tenure of Richard Collis, and afterwards of Thomas Osborn."	-	-	-		

GENERALLY.

All other, if any, the Manors or Lordships or reputed Manors or Lordships, Messuages, Cottages, Mills, Buildings, Parks, Farms, Lands, Allotments, Woods, Rents, Prebends or Portionaries, Royalties, Advowsons, Tenements, and Hereditaments in the County of Surrey of which the said Charles Hallowell Hallowell Carew was seised or possessed, or to which he was in any way entitled at the Time of his attaining his Majority or subsequently thereto, and now remaining unsold.

All the Rights, Members, and Appurtenants to the several above-mentioned Premises, or any of them, appertaining or in any way belonging, or therewith held, occupied, or enjoyed.

[Private.]

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THE

Carew's Estate Act, 1857.

THE SECOND SCHEDULE.

INCUMBRANCERS.

By Mortgage, with Judgment as Collateral Security.

Name of Mortgagee.	Principal Sum claimed.
	£ s. d.
William Augustus Ford - - - - -	287 11 0

By Simple Contract.

Name of Creditor.	Principal Sum claimed.
	£ s. d.
Mrs. Stock - - - - -	16 16 0
Mr. Quallett - - - - -	29 7 6
Mr. Pricketts - - - - -	6 6 0
Mr. Andrews - - - - -	44 18 0
Mr. Breden - - - - -	58 18 1
Mr. Vince - - - - -	15 13 11
Mr. Hall - - - - -	79 0 0
Mr. Colley - - - - -	1 14 9
Mr. Bonnor - - - - -	300 0 0
Messrs. Cox and Co. - - - - -	376 12 8
Messrs. Russell and Co. - - - - -	90 6 6

PARTIES to the INDENTURE of MAY 5, 1856.

Name.	Address.	Amount.
		£ s. d.
Charles Frank Boyce - - - - -	Epsom - - - - -	55 0 0
J. Greenwood - - - - -	7, Chandos Street - - - - -	1,500 0 0
W. Benson - - - - -	133, Oxford Street - - - - -	117 0 0
William Isted - - - - -	Beddington, Surrey - - - - -	28 19 0
Samuel Quartermaine - - - - -	- - - - -	126 0 0
Henry Hammond - - - - -	- - - - -	22 14 9
Thomas Bell - - - - -	- - - - -	600 0 0
		and Interest from October 17, 1851.
Robert W. Sherwood - - - - -	- - - - -	111 0 0
Ralph Henry Sherwood - - - - -	- - - - -	7 7 0
Thomas Sherwood - - - - -	- - - - -	8 8 0
William Coleman, V.S. - - - - -	- - - - -	213 5 9
Robert Basham - - - - -	- - - - -	68 14 6

Carew's Estate Act, 1857.

N.B.—The following is a Copy of the Schedule (A.) of Creditors referred to in the Articles of Agreement of December 27, 1856.

Name of Mortgagee. N.B.—Every Mortgagee has a Judgment as Collateral Security.	Principal.	Interest.	Total Amount appearing to be due to Date of Agreement, 27th December 1856.
	£ s. d.	£ s. d.	£ s. d.
George Samuel Ford - - -	7,500 0 0	1,774 7 0	9,274 7 0
Frederick Richard Magenis - - -	3,067 13 0	770 7 0	3,838 0 0
Thomas Lake Crommelin - - -	621 5 0	150 12 2	771 17 2
George Samuel Ford - - -	5,000 0 0	1,114 1 8	6,114 1 8
George Samuel Ford - - -	1,000 0 0	16 2 8	1,016 2 8
George Samuel Ford - - -	20,000 0 0	1,833 3 1	21,833 3 1
Henry Padwick - - -	6,200 0 0	797 0 11	6,997 0 11
William Augustus Ford - - -	552 10 0	64 9 2	616 19 2
John Foley Kealy - - -	1,891 0 0	210 0 9	2,101 0 9
Theobald Theobald - - -	875 0 0	68 14 10	943 14 10
Thomas Wisden - - -	6,670 0 0	502 19 7	7,172 19 7
Edward Rawson Clarke - - -	5,500 0 0	382 19 8	5,882 19 8
Henry Padwick - - -	12,800 0 0	988 13 10	13,788 13 10
Henry Padwick - - -	5,000 0 0	380 10 0	5,380 10 0

DEBTS DUE ON JUDGMENT not otherwise SECURED.

Names of Creditors.	Amount for which Judgment signed.	Amount of Interest and Costs on Judgment.	Total Amounts due to Date of Agreement, 26th December 1856.
	£ s. d.	£ s. d.	£ s. d.
Richard Tattersall - - -	262 10 0	Interest - 53 8 11 Costs - 6 16 8	322 15 7
Henry Hargreaves - - -	1,511 6 0	Interest - 301 16 1 Costs - 17 8 6	1,830 10 7
George Lloyd - - -	504 9 10	Interest - 99 11 6 Costs - 22 16 0	626 17 4
George Lloyd - - -	1,189 1 0	Interest - 234 14 9 Costs - 22 16 0	1,446 11 9
William Johnson - - -	56 18 11	Interest - 11 4 4 Costs - 16 3 9	84 7 0
William Gilley Wilde - - -	82 2 2	Interest - 15 3 3 Costs - 11 10 10	108 16 3
John Brooker, jun. - - -	97 17 4	Interest - 19 4 8 Costs - 13 6 6	130 8 6
Charles Frederick Handcock - - -	52 0 0	Interest - 10 4 6 Costs - 10 14 1	72 18 7
John Foley Kealy - - -	525 0 0	Interest - 96 18 10 Costs - 8 10 0	630 8 10
William Reeves - - -	450 0 0	Interest - 80 10 8 Costs - 3 10 0	534 0 8
Thomas Clowes - - -	1,000 0 0	Interest - 178 4 0 Costs - 3 10 0	1,181 14 0
Thomas Megson - - -	1,151 0 4	Interest - 186 18 9 Costs - 30 17 0	1,368 16 1
Joseph Joel - - -	1,573 0 0	Interest - 217 0 8 Costs - - -	1,790 0 8
Christopher Littlewood - - -	744 16 10	Interest - 84 8 3 Costs - - -	829 5 1
Messrs. Beale and Chappell - - -	27 17 0	Interest - 3 1 6 Costs - 6 18 6	37 17 0

Carew's Estate Act, 1857.

Names of Creditors.	Amount for which Judgment signed.			Amount of Interest and Costs on Judgment.			Total Amounts due to Date of Agreement, 26th December 1856.			
	£	s.	d.	£	s.	d.	£	s.	d.	
Joseph Joel - -	1,234	4	0	Interest -	114	11	8	1,351	2	8
				Costs -	2	7	0			
Christopher Littlewood -	67	14	8	Interest -	4	9	5	72	4	1
				Costs -	-	-	-			
Nathaniel Pratt - -	1,300	0	0	Interest -	111	15	0	1,417	0	0
				Costs -	5	5	0			
Joseph Joel - -	1,780	0	0	Interest -	112	18	7	1,897	2	7
				Costs -	4	4	0			
James Heavens - -	670	5	0	Interest -	50	6	4	764	7	0
				Costs -	43	15	8			
Henry George Poole -	700	0	0	Interest -	35	0	0	741	4	0
				Costs -	6	4	0			
Walter Cookes - -	265	8	0	Interest -	12	13	3	283	6	0
				Costs -	5	5	0			
John Sykes - -	1,019	15	4	Interest -	42	0	0	1,086	2	3
				Costs -	24	6	11			
William Field - -	52	7	0	Interest -	2	3	1	54	10	1
				Costs -	-	-	-			
Joseph Joel - -	650	0	0	Interest -	26	10	0	680	14	0
				Costs -	4	4	0			
Thomas Mason and James Mason.	1,148	6	0	Interest -	46	16	3	1,202	6	9
				Costs -	7	4	6			
William Patrick Grey -	231	19	6	Interest -	6	1	7	250	8	1
				Costs -	12	7	0			
Humphrey Moore - -	50	0	0	Interest -	1	7	8	61	11	8
				Costs -	10	4	0			
Samuel Quarterman -	126	0	0	Interest -	2	17	11	134	11	11
				Costs -	5	14	0			
Samuel Merry - -	360	0	0	Interest -	12	14	2	376	18	2
				Costs -	4	4	0			
Thomas Snowden - -	1,200	0	0	Interest -	55	3	1	1,258	13	1
				Costs -	3	10	0			
Joseph Joel - -	303	3	0	Interest -	2	11	0	308	0	4
				Costs -	2	6	4			
Joseph Joel - -	323	2	0	Interest -	2	8	9	327	17	1
				Costs -	2	6	4			
Daniel Davis and Company	904	3	0	Interest -	3	0	4	907	3	4
				Costs -	-	-	-			
Samuel Isaac - -	700	0	0	Interest -	2	17	5	706	17	5
				Costs -	3	10	0			
Samuel Isaac - -	3,850	0	0	Interest -	15	10	8	3,869	0	8
				Costs -	3	10	0			
Robert Adamson - -	225	0	0	Interest -	0	17	11	229	7	11
				Costs -	3	10	0			
Thomas Bath Jeffery -	242	14	7	Interest -	0	12	10	249	7	5
				Costs -	6	0	0			
Sarah Walker - -	186	0	0	Interest -	37	2	0	223	2	0
				Costs -	-	-	-			
Joseph Harrison - -	50	5	0	Interest -	0	2	6	50	7	6
				Costs -	-	-	-			
Thomas Hall - -	738	2	6	Interest -	2	9	3	740	11	9
				Costs -	-	-	-			
John Graham - -	800	0	0	- - - -	-	-	-	800	0	0
Edward Stephens - -	27,000	0	0	- - - -	-	-	-	27,000	0	0
Richard Petts - -	10,000	0	0	- - - -	-	-	-	10,000	0	0
William Beasley - -	82	10	0	Interest } & Costs }	5	5	0	87	15	0
Reeve - -	20	0	0	- - - -	-	-	-	20	0	0

Carew's Estate Act, 1857.

DEBTS DUE ON SIMPLE CONTRACT not otherwise SECURED.

Names of Creditors.	Amount of Debts.		
	£	s.	d.
Messrs. Anderson	193	14	0
Messrs. Basham	69	11	6
William Benson	117	12	6
Bernard	28	10	0
Francis Borsley	2	15	6
Charles Boyce	55	0	0
Bradon	2	13	6
Brandon	2	17	3
Baker	14	13	0
Thomas Bell	750	0	0
Joseph Cates	8	5	0
Robert Coates	5	17	6
Messrs. Crawter	24	14	6
Messrs. Clowes	24	7	1
P. Davis	9	6	7
George Dockeray	48	10	0
Eskrett	202	14	9
J. Elliott	25	10	0
Alfred Faulkner	16	1	9
George	39	13	0
Grange	1,289	4	0
John Greenwood	1,500	4	0
Hudson	234	0	6
Richard Hows	270	8	0
Hammond	22	14	9
Horatio Holland	30	10	0
Henry Harper	3	7	7
Hardwick	85	9	10
Harrison	223	10	0
Messrs. Hedger	24	14	0
W. E. Hughes (Assignees of)	947	4	0
Henry Hughes	4	16	10
Charles Cox Hughes	1	6	0
William Isted	28	19	4
John Lovell	2	0	0
Captain Lane	766	7	6
John Lane	0	15	0
Lancaster and Co.	49	5	11
George Mann	45	0	0
Richard Mann	17	7	6
Thomas Martin	9	17	4
Henry Owen	25	5	6
Major Pearson	300	0	0
Read and Co.	29	10	0
James Reed	7	2	6
Renard	3	4	6
George Richardson	20	1	0
W. Reynolds	2	2	0
Seadin	26	6	1
Robert Sherwood	111	0	0
Ralph Sherwood	7	7	0

[Private.]

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Carew's Estate Act, 1857.

Names of Creditors.	Amount of Debts.		
	£	s.	d.
Thomas Sherwood	8	18	0
Seale	10	5	0
Sparke and Co.	24	10	0
Sturt	22	7	0
Messrs. Stone and Swallow	1	1	0
Messrs. Thomas and Son	9	9	9
Thomas Tidy	10	11	8
R. M. Vining	8	10	6
Messrs. Weatherby	468	7	6
Edward Wordham	5	5	0
William Kench	80	0	0

N.B.—The following Claims were not brought under the Notice of the Court of Chancery before the recited Certificates were confirmed as above recited.

Name of Creditor.	Principal Sum claimed.
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BY JUDGMENT.

Walter Henry Hitchcock	£ 1,500
John Mitchell	62

BY SIMPLE CONTRACT.

Messrs. Anderson, late Dickenson	£ 52 s. 17 d. 6
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The Validity of the Claims of the several Incumbrancers is to be ascertained as provided by the Act.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1857.