



CHAPTER 9.

An Act for amending and extending the Act passed in the 12th and 13th years of the reign of Her present Majesty, intituled "An Act for enabling the Trustees of the Settlement made under orders of the High Court of Chancery after the marriage of Chaloner Ogle, Esquire, and Eliza Sophia Frances Ogle, his wife, to grant building, improving, and other leases of certain estates and hereditaments situate at Patcham, in the county of Sussex, comprised in the said Settlement."

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[7th August 1874.]

WHEREAS at the date of the indenture next herein-after recited, Dame Eliza Sophia Frances Ogle, then Eliza Sophia Frances Roe, spinster, and an infant of the age of eighteen years or thereabouts, was, under and by virtue of the will and codicils of her father, William Thomas Roe, deceased, and which will and codicils were proved on the first day of July one thousand eight hundred and thirty-four in the Prerogative Court of the Archbishop of Canterbury, entitled to an estate for her life, with remainder to her eldest son in fee, or, if she had no son, to her daughters as tenants in common in fee, in the manors of Wightdean, otherwise Whitdeane, otherwise Wigdeane, in the county of Sussex, and of Withdeane Cayliffe, in the said county of Sussex, and also to certain other lands, tenements, and hereditaments situate in the same county, and was also entitled to an estate in fee simple as heir to her brother, William Dering Adair Roe, in a certain farm called Tongdeans, situate in the hamlet of Withdean, in the parish of Patcham, in the said county of Sussex, and which last-mentioned farm was devised by the will of the said William Thomas Roe to the said William Dering Adair Roe in fee simple, and all of which manors, lands, farm, tenements, and hereditaments are described or mentioned in the schedule to this Act, or intended so to be, and the same or parts thereof were subject to certain mortgages and incumbrances not material to be here set forth :

Will and
codicils of
William
Thomas Roe,
proved 1st
July 1834.

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 —
 Articles pre-
 paratory to
 settlement
 after mar-
 riage of
 Chaloner
 Ogle and
 Eliza Sophia
 Frances, his
 wife, dated
 24th May
 1843.

And whereas by indenture bearing date on or about the twenty-fourth day of May one thousand eight hundred and forty-three, and made or expressed to be made between Chaloner Ogle and Eliza Sophia Frances Ogle, his wife, of the first part, Elizabeth Jones, widow, of the second part, William Earl of Devon and Cholmeley Edward John Dering of the third part, James Gordon Murdoch of the fourth part, Sir Edward Cholmeley Dering and Julius Deedes of the fifth part, Arthur Ogle and John Routledge Majendie of the sixth part, John Hawkins of the seventh part, and Richard Bloxam of the eighth part (and which indenture was prepared and executed as a settlement, or articles preparatory to a settlement, of the estates and fortune of the said Eliza Sophia Frances Ogle, in pursuance of certain orders of the Court of Chancery in that behalf, and the same was settled and approved of by one of the masters of the said court, who, in testimony of his approbation thereof, signed his name and allowance in the margin of the last skin of the same), it was witnessed that, in obedience to the said orders of the said court, the said Chaloner Ogle covenanted, promised, and agreed with and to the said Sir Edward Cholmeley Dering and Julius Deedes, their executors, administrators, and assigns, and the said Eliza Sophia Frances Ogle thereby consented and agreed that in case the said Eliza Sophia Frances Ogle should live to attain the age of twenty-one years they, the said Chaloner Ogle and Eliza Sophia Frances, his wife, and all other persons claiming or to claim under or in trust for them, or either of them, should and would, as soon as conveniently might be after the said Eliza Sophia Frances Ogle should attain the age of twenty-one years, by such good and sufficient conveyances and assurances in the law as the said Sir Edward Cholmeley Dering and Julius Deedes, or the survivor of them, his executors or administrators, or their or his counsel should advise, convey, settle, and assure all the manors, messuages, farms, lands, and hereditaments devised by the said will and codicils of the said William Thomas Roe, deceased (except certain parts thereof which had been taken by the London and Brighton Railway Company as therein mentioned), with their appurtenances and the fee simple and inheritance thereof respectively, so and in such manner as that the same should thenceforth remain and be absolutely freed and discharged, so far as the case would permit, from all remainders or limitations created by the said will and codicils in favour of the child, children, or other issue of the said Eliza Sophia Frances Ogle, but nevertheless, subject to the several mortgages, charges, and incumbrances herein-before referred to, so far as the same or any of them affected the said hereditaments or any of them, to the use of the said Sir Edward Cholmeley Dering and Julius Deedes, their executors, adminis-

trators, and assigns, for and during the natural life of the said Eliza Sophia Frances Ogle, without impeachment of waste, but upon the trusts therein and herein-after mentioned; and from and immediately after the decease of the said Eliza Sophia Frances Ogle, to the use of the said Arthur Ogle and John Routledge Majendie, their executors, administrators, and assigns, for the term of one thousand years, to be computed from the day of the decease of the said Eliza Sophia Frances Ogle, without impeachment of waste, upon the trusts therein-after declared of the same and in part herein-after recited; and from and after the determination of the said term of one thousand years, and in the meantime subject thereto and to the trusts thereof, to the use of the first and every other son of the said Eliza Sophia Frances Ogle lawfully to be begotten, severally and successively according to priority of birth in tail male, with remainder to the use of the first and every other son of the said Eliza Sophia Frances Ogle lawfully to be begotten, severally and successively according to priority of birth in tail general, with remainder to the use of all and every the daughters and daughter of the said Eliza Sophia Frances Ogle lawfully to be begotten, in equal shares as tenants in common in tail general, with remainder in tail between the same daughters, with remainder if the said Chaloner Ogle should die in the lifetime of the said Eliza Sophia Frances Ogle, his wife, to the use of the said Eliza Sophia Frances Ogle, her heirs and assigns, for ever; but if the said Eliza Sophia Frances Ogle should die in the lifetime of the said Chaloner Ogle, then to the use of the said Chaloner Ogle and his assigns for his natural life, without impeachment of waste, with remainder to the use of the said Sir Edward Cholmeley Dering and Julius Deedes, their heirs and assigns, during the life of the said Chaloner Ogle, upon trust to support the contingent uses and estates therein-after limited; with remainder to such uses as the said Eliza Sophia Frances Ogle, notwithstanding her coverture, should by will appoint, and in default of any such appointment, then to the use of the heirs of the said Eliza Sophia Frances Ogle for ever: And it was by the said indenture in recital agreed and declared that the said hereditaments and premises were so limited to the use of the said Sir Edward Cholmeley Dering and Julius Deedes, their executors, administrators, and assigns, during the life of the said Eliza Sophia Frances Ogle, upon trust to support the contingent uses and estates therein covenanted or agreed to be limited; and upon further trust from time to time to pay one moiety or equal half part of the rents, issues, and profits of the said hereditaments and premises unto the said Chaloner Ogle for his absolute benefit, during the joint lives of him and the said Eliza Sophia Frances Ogle, his wife, or until he should mortgage, charge,

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incumber, or otherwise dispose of the said moiety of the said rents, issues, and profits by way of anticipation, or should by any of the means therein referred to cease to be beneficially entitled to the receipt and enjoyment of the same; and, subject to the said trusts in favour of the said Chaloner Ogle during the continuance thereof, upon trust to pay the said rents and profits unto the said Eliza Sophia Frances Ogle, for her sole and separate and unalienable use, as in the said indenture in recital mentioned, with a clause or proviso that if the said Eliza Sophia Frances Ogle should at any time sell, mortgage, or charge, or commit or do any act whereby the said rents, issues, and profits should become vested in or payable to any other person or persons, then and in any such case the said Sir Edward Cholmeley Dering and Julius Deedes and the survivor of them, and the executors, administrators, and assigns of such survivor, should thenceforth pay, apply, and dispose of the said rents, issues, and profits as they or he should think fit for the personal maintenance and support of the said Eliza Sophia Frances Ogle alone, or of her and all or any of her issue; and by the said indenture in recital it was declared that it should be lawful for the said Eliza Sophia Frances Ogle, if she should survive the said Chaloner Ogle, at any time or times after his decease, and while she should be sole, by deed to be executed and attested as therein mentioned, to revoke and make void all or any of the trusts therein-before expressed or declared during her life, of the said hereditaments and premises (except the said trust to support contingent remainders), and to declare such other trusts of the same as she might think proper: And it was by the said indenture in recital further agreed and declared that the said hereditaments and premises were so covenanted to be conveyed to the use of the said Arthur Ogle and John Routledge Majendie, their executors, administrators, and assigns, for the term of one thousand years, upon trust, if there should be any child or children of the said Eliza Sophia Frances Ogle by the said Chaloner Ogle (other than or besides an eldest or only son for the time being entitled as in the said indenture mentioned), that the said Arthur Ogle and John Routledge Majendie, and the survivor of them, and the executors, administrators, and assigns of such survivor, should levy and raise in the usual manner and by the usual means, for the portion or portions of such younger child or children, the sums of money therein-after mentioned: And the said indenture now in recital also contained a clause or proviso enabling the said Eliza Sophia Frances Ogle, if she should survive the said Chaloner Ogle and should marry again, by deed or will, to appoint all or any part of the sum or sums of money raisable under or by virtue of the trusts therein-before declared of

the said term of one thousand years, for the portion or portions of her daughters and younger sons by the said Chaloner Ogle, in trust for all or any one or more of her children or child by any future husband or husbands, in such shares and manner as she should think proper, but so that the portion or portions of her child or children by the said Chaloner Ogle should not be reduced below the sums therein mentioned; and also and in the like event to subject and charge the said hereditaments and premises with such sum or sums of money for a portion or portions of her child or children by such future husband or husbands, other than an eldest or only son for the time being entitled as therein mentioned, as with the sum or sums of money raisable under the trusts aforesaid for the portion or portions of her child or children by the said Chaloner Ogle or any future husband, would not exceed the sum of thirteen thousand pounds with interest for the same as in the said indenture in recital mentioned; and in the said indenture are also contained other clauses and provisions regulating (in the events therein expressed) the amount of the portions or portion of the younger child or children of the said Eliza Sophia Frances Ogle by the said Chaloner Ogle, and for providing and raising portions for her child or children by any future husband or husbands: And the said indenture in recital also contains powers enabling the said Eliza Sophia Frances Ogle to appoint and secure any yearly sums not exceeding the sum of four hundred pounds to the said Chaloner Ogle, her said husband, for his life or any less period, and to appoint such part or parts as therein mentioned of the rents and profits of the said hereditaments and premises to any future husband surviving her, for his life or any less period, and also the usual power enabling the said Sir Edward Cholmeley Dering and Julius Deedes, and the survivor of them, his executors or administrators, at such request and by such direction as therein mentioned, to demise or lease all or any part of the said lands, hereditaments, and premises for any term of years not exceeding twenty-one years, in possession, upon the usual terms and under the usual restrictions, and also a proviso and declaration that it should be lawful for the said Sir Edward Cholmeley Dering and Julius Deedes, and the survivor of them, and the executors or administrators of such survivor, from time to time and at all times during the life of the said Eliza Sophia Frances Ogle, at the request and by the direction in writing of the said Chaloner Ogle and Eliza Sophia Frances Ogle, his wife, during their joint lives, and after the decease of the said Chaloner Ogle, then of the said Eliza Sophia Frances Ogle (in case she should survive), and also during the life of the said Chaloner Ogle, as and when under the limitations aforesaid he should be tenant

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A.D. 1874. — for life in possession, or entitled to the receipt of the rents, issues, and profits of the said manors, hereditaments, and premises therein-before covenanted or agreed to be limited to him for his life, in the event therein-before mentioned, at his request and by his direction in writing, and also during the minority or respective minorities of the person or persons who, by virtue of or under the limitations aforesaid, should for the time being be tenant or tenants in tail male, or in tail in possession, or entitled to the receipt of the rents, issues, and profits of the said manors, hereditaments, and premises, or any part or share thereof, at the discretion and of the proper authority of the said Sir Edward Cholmeley Dering and Julius Deedes, or the survivor of them, or the executors or administrators of such survivor, by any deed or instrument in writing (to be executed and attested as therein mentioned), to demise or lease the said manors, hereditaments, and premises, or such of them or such part thereof as might be comprised in the limitation to the person or persons so in possession or entitled as aforesaid, or any of them or any part thereof, to any person or persons who should improve or covenant or agree to improve the same by erecting or building thereon any new house or houses, erections and buildings, or who should rebuild or repair or covenant or agree to rebuild or repair any of the messuages, erections, and buildings whatsoever, which then were or thereafter should be on the same hereditaments and premises, or any part or parts thereof, or who should expend or covenant or agree to expend such sum or sums of money in the improvement or amelioration thereof respectively, as the said trustees or trustee for the time being should think adequate to the interest to be departed with, for any term or terms of years not exceeding ninety-nine years in possession, at such rent or rents and upon such terms and conditions as should be thought reasonable, without taking any fine or foregift for the making thereof, beyond such covenants or agreements as aforesaid, with liberty to reserve any rent or rents however small, and even a nominal rent, during such time as he or they should think a reasonable period for the erection of any buildings, and to make such provisions as he or they should think proper for the apportionment of the rent on the different parts of the premises, so that the other parts might be discharged therefrom, and so that there be contained in every such demise or lease a clause in the nature of a condition of re-entry for nonpayment of the rent or rents thereby to be reserved, and so that the lessee or lessees should execute a counterpart or counterparts thereof, and be not thereby exempted from punishment for committing waste further than should be necessary for erecting, making, or effecting the buildings or improvements thereby covenanted or

agreed to be erected, made, or effected: And the said indenture also contained the usual powers for enfranchising and for the sale or exchange of the said hereditaments and premises, or any part or parts thereof, and for investing the moneys to arise from any sale thereof, or to be received for equality of exchange, in the purchase of other estates to be settled to the like uses, and other powers and provisions usually inserted in settlements of the like nature: And it was by the said indenture in recital further provided, agreed, and declared that if any child or other issue of the said Eliza Sophia Frances Ogle should for the space of one calendar month next after the same should be required of and tendered to him or her for that purpose by the said Sir Edward Cholmeley Dering and Julius Deedes, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being acting in their or his place or stead, neglect or refuse to make, do, acknowledge, and execute, at the expense of the trust estate, all such acts, deeds, conveyances, and assurances as in the opinion of the counsel of the said trustees or trustee for the time being should be thought necessary or proper for effectually conveying and settling, as far as such child or other issue should or might be competent so to do, the said manors, hereditaments, and premises to which the said Eliza Sophia Frances Ogle was entitled for her life as aforesaid, to the uses, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, agreements, and declarations to, upon, for, with, under, and subject to which the said messuage, farm, hereditaments, and premises called Tongdeans, of or to which the said Eliza Sophia Frances Ogle was seised or entitled in fee simple in possession as aforesaid, were therein-before covenanted or agreed to be settled, then and in every such case, and immediately after the expiration of the said one calendar month, such child or other issue so for the time being neglecting or refusing as aforesaid, and all persons claiming through or under him or her, should be absolutely and for ever debarred from taking any estate or interest whatsoever under the settlement in and by the said indenture in recital made and covenanted to be made in, to, out of, or upon any of the manors, lands, rentcharge, hereditaments, moneys, stocks, funds, securities, or other real or personal estate thereby settled and covenanted or agreed to be settled, and that the use or uses, trust or trusts, therein-before limited or declared, and covenanted or agreed to be limited or declared, to or in favour of the child or other issue so for the time being neglecting or refusing as aforesaid, should absolutely cease, determine, and be void; and all such real and personal estate should thereupon go to the person or persons next in remainder, under the

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Indenture of 14th December 1846, appointing new trustee of term of 1,000 years created by said articles.

And whereas by indenture bearing date on or about the fourteenth day of December one thousand eight hundred and forty-six, and made or expressed to be made between the said Sir Edward Cholmeley Dering and Julius Deedes of the first part, the said Chaloner Ogle and Eliza Sophia Frances, his wife, of the second part, the said Arthur Ogle of the third part, and David Holmes, Esquire, of the fourth part, the said David Holmes was, in pursuance of a power in that behalf contained in the said indenture of settlement or articles of the twenty-fourth day of May one thousand eight hundred and forty-three, duly appointed to be a trustee of the same indenture, and of the term of one thousand years thereby covenanted to be limited, in the place and stead of the said Arthur Ogle who had refused to act and desired to be discharged from the trusts thereof, jointly with the said John Routledge Majendie, and upon the trusts and for the purposes and with the powers upon, for, and with which the said Arthur Ogle was thereby appointed a trustee thereof:

E. S. F. Ogle attained the age of 21 years.

And whereas the said Eliza Sophia Frances Ogle attained the age of twenty-one years on or about the nineteenth day of August one thousand eight hundred and forty-five:

And whereas by an indenture of statutory release bearing date the fifteenth day of December one thousand eight hundred and forty-six, and made between the said Chaloner Ogle and Eliza Sophia Frances, his wife, of the first part, the said Sir Edward Cholmeley Dering and Julius Deedes of the second part, the said David Holmes and John Routledge Majendie of the third part, and which said indenture was thereby duly acknowledged by the said Eliza Sophia Frances Ogle in the manner prescribed and directed by the Act of Parliament passed for the abolition of fines and recoveries, and for the substitution of more simple modes of assurance, after reciting, amongst other things herein-before recited, the said indenture or articles of the twenty-fourth day of May one thousand eight hundred and forty-three, it is witnessed that in performance of the covenants and agreements in the said indenture or articles contained, and for the nominal consideration therein expressed, they, the said Chaloner Ogle and Eliza Sophia Frances, his wife, did grant, bargain, sell, alien, release, and confirm unto the said Sir Edward Cholmeley Dering and Julius Deedes, their heirs and assigns, all and singular the manors, messuages, farms, lands, and hereditaments devised by the said will and codicils of the said William Thomas Roe, deceased (except the said lands and hereditaments so taken by the London and Brighton Railway Company as therein-before and herein-before mentioned), with the appurtenances, freed and discharged, or so far as the case would permit, from all remainders or limitations created by the said will and codicils of the said William Thomas Roe in favour of the child or children or other issue of the said Eliza Sophia Francis Ogle (but subject and without prejudice to the several mortgages, charges, and incumbrances mentioned and specified in the schedule to the indenture now in recital, so far as the same or any of them affected the said hereditaments or any of them), to hold the same (but so subject and charged as aforesaid) unto the said Sir Edward Cholmeley Dering and Julius Deedes, their heirs and assigns for ever, but to the uses, and upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, limitations, declarations, and agreements therein-after expressed and declared of and concerning the same, being in effect the same or the like uses, trusts, intents, purposes, powers, provisoes, limitations, declarations, and agreements as in and by the said herein-before in part recited indenture or articles of the twenty-fourth day of May one thousand eight hundred and forty-three were covenanted and agreed to be limited, expressed, declared, and contained of or concerning the same :

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Settlement of
15th Decem-
ber 1846,
made pur-
suant to said
articles.

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—
Death of
J. R. Majen-
die, 12th
July 1850.
Death of
David
Holmes, 30th
April 1854,
and his will
proved 15th
May 1854.

Death of said
Chaloner
Ogle, 3rd
February
1859.

Issue of mar-
riage of said
Chaloner
Ogle and
Eliza Sophia
Frances, his
wife.

H.E.M. Cur-
wen (only
survivor of
such issue)
the heiress to
Sir C. R. M.
Ogle, her
deceased
brother.

Order of
Court of
Chancery, in
contempla-
tion of mar-
riage of said
Hebe Emily
Maritana
Ogle, dated
15th June
1865.

And whereas the said John Routledge Majendie died on the twelfth day of July one thousand eight hundred and fifty :

And whereas the said David Holmes died on the thirtieth day of April one thousand eight hundred and fifty-four, having by his will, dated the 27th day of April one thousand eight hundred and fifty-four, appointed his wife, Anne, and his nephew, Clement Uvedale Price, executrix and executor thereof; and his said will was, on the fifteenth day of May one thousand eight hundred and fifty-four, duly proved by the said Clement Uvedale Price alone in the Pre-rogative Court of the Archbishop of Canterbury :

And whereas the said Chaloner Ogle, who, on or about the sixteenth day of June one thousand eight hundred and fifty-eight, became Sir Chaloner Ogle, Baronet, died on the third day of February one thousand eight hundred and fifty-nine :

And whereas there was issue of the said Dame Eliza Sophia Frances Ogle by the said Sir Chaloner Ogle four children and no more, that is to say, Sir Chaloner Roe Majendie Ogle, who died on the twenty-ninth day of November one thousand eight hundred and sixty-one, an infant, and without having been married, Charles James Dering Ogle, who died on the twenty-third day of July one thousand eight hundred and forty-four, an infant, and without having been married, Hebe Emily Maritana Ogle, now Hebe Emily Maritana Curwen, and Florence Louisa Charlotte Fanny Ogle, who died in the year one thousand eight hundred and fifty-two, an infant, and without having been married :

And whereas the said Sir Chaloner Roe Majendie Ogle left the said Hebe Emily Maritana Curwen his only sister and heiress-at-law, and she thereupon became entitled to the remainder in fee in all the hereditaments devised by the said will of the said William Thomas Roe to the said Eliza Sophia Frances Ogle for her life :

And whereas in or about the year one thousand eight hundred and sixty-five, proposals of marriage were made by Eldred Vincent Morris Curwen, Esquire, to the said Hebe Emily Maritana Curwen, who was then an infant, and such proposals of marriage were accepted by the said Hebe Emily Maritana Curwen, subject to the sanction and approval of the High Court of Chancery :

And whereas by an order of the said court, dated the fifteenth day of June one thousand eight hundred and sixty-five, and made by His Honour the Vice-Chancellor Sir John Stuart, upon petitions presented by the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen respectively, it was ordered that the inquiries usual in such cases should be made, and that a proper settlement of the property of the said Hebe Emily Maritana Curwen

should be made and approved by the judge, and that upon the due execution of such settlement the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen should be at liberty to intermarry :

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And whereas by an indenture bearing date the seventeenth day of July one thousand eight hundred and sixty-five, and made between the said Hebe Emily Maritana Curwen, then Hebe Emily Maritana Ogle, spinster, of the first part, the said Eldred Vincent Morris Curwen, therein called Eldred Curwen, of the second part, and Sir James Graham Domville and Henry Fraser Curwen of the third part, being the settlement made pursuant to the said order of the High Court of Chancery, and under and by virtue of the Act eighteen and nineteen Victoria, chapter forty-three, previous to the marriage of the said Eldred Vincent Morris Curwen and Hebe Emily Maritana, his wife, then an infant, and which marriage took place on the nineteenth day of July one thousand eight hundred and sixty-five, after reciting that it was then considered for the benefit of the said Hebe Emily Maritana Curwen to retain the estate in fee to which she was entitled as aforesaid in remainder expectant on the estate for life of her said mother in the manor and other hereditaments by the will of the said William Thomas Roe devised to her said mother for life, and accordingly that she, the said Hebe Emily Maritana Curwen, should not at that time confirm the said settlement of the fifteenth day of December one thousand eight hundred and forty-six, but that such power of revocation as therein contained should be reserved for the purpose of enabling her on attaining the age of twenty-one years either to confirm the same or to make any other arrangement with her said mother which should be deemed proper and most for the benefit of the said Hebe Emily Maritana Curwen, it is witnessed that, in consideration of the said last-mentioned marriage, the said Hebe Emily Maritana Curwen granted the said hereditaments forming the Withdean estate in the county of Sussex, and all other hereditaments of which the said Hebe Emily Maritana Curwen, as heir to her brother, was seised in fee, subject to the life interest of her mother, unto the said Sir James Graham Domville and Henry Fraser Curwen, subject to the life interest of the said Dame Eliza Sophia Frances Ogle, and the power annexed thereto, and to the incumbrances thereon in the said indenture referred to, to the use of the said Hebe Emily Maritana Curwen until the said intended marriage should be solemnized, and from and after the solemnization thereof, to the use of the said Sir James Graham Domville and Henry Fraser Curwen, their executors, administrators, and assigns, during the life of the said Hebe Emily Maritana Curwen, without impeachment of waste, upon the trusts

Settlement
of 17th July
1865, in con-
templation of
marriage of
Hebe Emily
Maritana
Curwen
with Eldred
Vincent
Morris
Curwen.

A.D. 1874. — and subject to the provisions therein-after declared concerning the same; and after the death of the said Hebe Emily Maritana Curwen, to the use of all or such one or more exclusively of the other or others of the children or remoter issue of the said then intended marriage born during the life of the said Hebe Emily Maritana Curwen, for such estate or interest, legal or equitable, and in such manner and form, and, if more than one, in such shares and subject to such trusts, charges, powers of charging, and other powers and provisions, and with such limitations over or trusts for the benefit of all or any one or more of the said children or issue, as the said Hebe Emily Maritana Curwen and Eldred Vincent Morris Curwen, during their joint lives, should by deed, with or without power of revocation and new appointment, from time to time or at any time appoint; and in default of and until and subject to any such appointment, to the use of the first and every other son of the said Hebe Emily Maritana Curwen, whether by the said Eldred Vincent Morris Curwen or any other husband, severally and successively according to their respective seniorities, and the heirs of the body of every such son, and so that the elder of such sons and the heirs of his body should always be preferred to and take before the younger of such sons and the heirs of his body; and for default of such issue, to the use of all the daughters of the said Hebe Emily Maritana Curwen, whether by the said Eldred Vincent Morris Curwen or any other husband, and the heirs of their respective bodies in equal shares as tenants in common, and if and so often as any of the said daughters should die without issue then as to her or their original share and also as to the share or shares (if any) which should have survived or accrued to her or them or to the heirs of her or their body or bodies, to the use of the other or others of the said daughters and the heirs of her or their respective bodies, and, if more than one, in equal shares as tenants in common; and if all the said daughters except one should die without issue, or if there should be only one such daughter, then as to the entirety of the said premises, to the use of such one or only daughter and the heirs of her body; and for default of such issue, to such uses, upon such trusts, and in such manner generally as the said Hebe Emily Maritana Curwen should, from time to time, by any deed or deeds which, if executed during coverture, should be made revocable by her by like deed or by will or codicil, but if not executed during coverture might be either revocable or irrevocable, or as she should by will or codicil, notwithstanding coverture, appoint; and in default of and until and subject to any such appointment, to the uses therein-after declared; that is to say, if the said Hebe Emily Maritana Curwen should survive the said

Eldred Vincent Morris Curwen, to the use of the said Hebe Emily Maritana Curwen, her heirs and assigns; but in case the said Hebe Emily Maritana Curwen should die in the lifetime of the said Eldred Vincent Morris Curwen, then to the uses following; that is to say, to such uses, for such estates, and in such manner generally as the said Dame Eliza Sophia Frances Ogle should from time to time, by any deed or deeds or by will or codicil, and notwithstanding coverture, appoint; and in default of, and until and subject to any such appointment if the said Dame Eliza Sophia Frances Ogle should survive the said Hebe Emily Maritana Curwen, to the use of the said Dame Eliza Sophia Frances Ogle, her heirs and assigns; but if the said Dame Eliza Sophia Frances Ogle should die in the lifetime of the said Hebe Emily Maritana Curwen, then to the use of the person or persons who would have been the heir or heirs-at-law of the said Dame Eliza Sophia Frances Ogle in case she had died immediately after the said Hebe Emily Maritana Curwen, and the heirs and assigns of such person or persons, such person or persons, if more than one, to take in equal shares as tenants in common: And it was thereby agreed and declared that the said premises were therein-before limited to the use of the said Sir James Graham Domville and Henry Fraser Curwen, their executors, administrators, and assigns, during the life of the said Hebe Emily Maritana Curwen, upon trust that the said Sir James Graham Domville and Henry Fraser Curwen, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee of the indenture now in recital, should pay one moiety of the rents and profits of the said premises to the said Eldred Vincent Morris Curwen during the joint lives of himself and the said Hebe Emily Maritana Curwen, or until he should attempt to alien, charge, or anticipate the same or any part thereof, or until he should be found or declared a bankrupt, or do or suffer to be done any act or thing whereby, if the same rents and profits had been thereby limited to him absolutely during such joint lives, he would be deprived of the benefit thereof or of any part thereof; in any of which cases, as well as on the death of either of them, the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen, the trust therein-before declared for payment to him of the said moiety of rents and profits should then determine; and as to the same moiety after the death of the said Eldred Vincent Morris Curwen in the lifetime of the said Hebe Emily Maritana Curwen, or after the determination in any other manner in her lifetime of the trust therein-before declared in his favour which should first happen, and also as to the remaining moiety of the said rents and profits from and immediately after the solemnization of the said intended marriage

A.D. 1874. — and the falling into possession of the said premises, upon trust, to pay the same to the said Hebe Emily Maritana Curwen during her life for her separate use, without power of anticipation and independent of the said Eldred Vincent Morris Curwen, or any other husband, but so that during the joint lives of the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen, the said trustees or trustee might be at liberty to pay the whole or any portion of the said rents and profits, whether greater or not than a moiety, to the said Eldred Vincent Morris Curwen or to his account at some bank, unless and until the said Hebe Emily Maritana Curwen should direct the contrary in writing, and so that the trustees or trustee might, at the written request of the said Hebe Emily Maritana Curwen, and until she should otherwise direct in writing, pay her portion or the whole, as the case might be, of such income as it accrued to her account at any bank named by her: Provided always, and it was thereby agreed and declared, that it should be lawful for the said Hebe Emily Maritana Curwen by will or codicil, notwithstanding coverture, to appoint to the said Eldred Vincent Morris Curwen, if he should survive her, for his life or for any less period, any yearly rentcharge or yearly rentcharges, not exceeding in the whole the yearly sum of six hundred pounds, to be issuing and payable out of all or any of the said hereditaments and premises (therein-before expressed to be granted), to be free from all deductions, and to be paid at such times and in such manner as the said Hebe Emily Maritana Curwen should direct, and to appoint to the said Eldred Vincent Morris Curwen usual powers and remedies for recovering and enforcing payment of the said yearly rentcharge or yearly rentcharges respectively by distress and entry upon and detention of the possession and perception of the rents and profits of the premises charged therewith as aforesaid; and also to appoint, or to authorise the said Eldred Vincent Morris Curwen to appoint, the premises so charged as aforesaid to any person for any term of years, with or without impeachment of waste, to take effect at any time after the decease of the said Hebe Emily Maritana Curwen, upon such usual trusts for better securing the payment of the same yearly rentcharge or yearly rentcharges respectively, and all costs and expenses incurred in compelling payment thereof, as the said Hebe Emily Maritana Curwen should direct: Provided also, and it was thereby agreed and declared, that it should be lawful for the said Hebe Emily Maritana Curwen, if she should survive the said Eldred Vincent Morris Curwen, at any time or times, either before or after marriage with any other husband, by any deed or deeds, which, if executed during coverture, should be made revocable by her by like deed or by will or codicil, but if not executed during

coverture might be either revocable or irrevocable, and also by will or codicil, notwithstanding coverture, to appoint to any such other husband with whom she might so marry, for his life or for any less period, any yearly rentcharge or rentcharges not exceeding in the whole the yearly sum of four hundred pounds to be issuing and payable out of all or any of the said premises therein-before expressed to be granted, to be free from all deductions, and to be paid at such times and in such manner as the said Hebe Emily Maritana Curwen should direct, and also to appoint to such other husband usual powers and remedies for recovering and enforcing payment of the said yearly rentcharge or yearly rentcharges respectively by distress and entry upon and detention of the possession and perception of the rents and profits of the premises charged therewith as aforesaid, and also to appoint the premises so charged as aforesaid or authorise such other husband to appoint the same to any person or persons, for any term of years, with or without impeachment of waste, to take effect at any time after the decease of the said Hebe Emily Maritana Curwen, upon such usual trusts for better securing the payment of the same yearly rentcharge or yearly rentcharges respectively, and all costs and expenses incurred in compelling payment thereof, as to the said Hebe Emily Maritana Curwen should seem meet; and it was thereby agreed and declared that the power lastly therein-before limited to the said Hebe Emily Maritana Curwen might be exercised so often as she should marry: Provided also, and it was thereby agreed and declared, that it should be lawful for the said Hebe Emily Maritana Curwen, if she should survive the said Eldred Vincent Morris Curwen, at any time or times, by any deed or deeds, which, if executed during coverture, should be made revocable by her by like deed, or by will or codicil, but, if not executed during coverture, might be either revocable or irrevocable, and also by will or codicil, notwithstanding coverture, to charge all or any part of the said premises therein-before expressed to be granted with the payment of any sum or sums not exceeding, in the different events therein-after specified, the different sums therein-after mentioned, to or for the benefit of the child or children, or any one or more, exclusively of the other or others, of the children of the said Hebe Emily Maritana Curwen, whether by the said Eldred Vincent Morris Curwen or any other husband, who, being sons or a son, should attain the age of twenty-one years, or being daughters or a daughter, should attain such age or marry; (that is to say,) if there should be one such child and no more, the sum of five thousand pounds; and if there should be two such children and no more, the sum of eight thousand pounds; and if there should be three such children and no more, the sum of ten thousand pounds; and

A.D. 1874. if there should be four or more such children, the sum of twelve thousand pounds; to be an interest vested or interests vested in, and to be payable and divisible unto, and between or among such child or children, or any one or more exclusively of the other or others of such children, at such age or time or respective ages or times, in such manner, and, if more than one, in such shares, and to be subject to such powers of appointment by the said Hebe Emily Maritana Curwen or any other person or persons, and to such provisions for the advancement or preferment of any such children at the discretion of any trustees or trustee or otherwise, and to such other powers and provisions for the benefit of such child or children, or some or one of them, as the said Hebe Emily Maritana Curwen should in manner aforesaid direct; and by the same or any other deed or deeds, or by will or codicil, to charge the premises with the payment of any annual sum or sums, not exceeding interest at four pounds per cent. on the principal sums so to be charged as aforesaid, and to direct such annual sum or sums of money to be applied for the maintenance and education of the child or children, for whom the principal sum or sums charged as aforesaid should be intended in the meantime, until such principal sum or sums should become payable, the said annual sum or sums of money to be clear of all deductions and to commence from such period, and to be raised and paid in such proportions and at such times, and to be applied for the purposes aforesaid at the discretion of such person or persons, and in such manner as the said Hebe Emily Maritana Curwen should in manner aforesaid appoint; and by the same or any other deed or deeds, or by will or codicil, to appoint the premises to be charged as aforesaid to any person or persons for any term or terms of years, with or without impeachment of waste, upon the usual trusts, by mortgage or otherwise, to raise the principal moneys and annual sum or sums to be charged as aforesaid, and the costs and expenses, if any, to be incurred in or about the execution of the trusts thereof: Provided also, and it was thereby agreed and declared, that no exercise of the joint power of appointment thereby limited to the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen over the said premises thereby granted should preclude the exercise of any of the powers of charging principal or annual sums therein-before limited to the said Hebe Emily Maritana Curwen in case she should survive the said Eldred Vincent Morris Curwen, but every estate and interest limited in exercise of the said joint power should take effect only subject and without prejudice to any principal or annual sums which might subsequently be directed to be raised under the said powers of charging: And it was thereby agreed and declared that

the said Hebe Emily Maritana Curwen should be and she was thereby restrained from releasing, by way of anticipation, the said powers of charging before the same should become exerciseable: And by the said indenture now in recital it was agreed and declared that it should be lawful for the said Sir James Graham Domville and Henry Fraser Curwen, and the survivor of them, and the executors or administrators of such survivor, during the life of the said Hebe Emily Maritana Curwen, with her consent in writing, if of full age, and after her death or during her minority, and also during the minority of any person taking an estate by purchase under the indenture now in recital, who, if of full age, would for the time being be entitled to the possession or the receipt of the rents and profits, or any share of the rents and profits, of the said premises therein-before granted, or any part thereof, at the discretion of the said trustees or trustee, from time to time or at any time by deed, to make such appointments by way of lease as therein-after mentioned; that was to say, first, to appoint by way of lease, for any term not exceeding twenty-one years, all or any of the said premises; secondly, to appoint by way of lease, for any term not exceeding ninety-nine years, any part of the said premises to any person who should improve the same by erecting thereon any new house or other building, or by rebuilding, repairing, or improving any house or other building for the time being standing thereon, or should covenant or agree so to do, within three years next after the date of such appointment, and by any such lease to authorise any lands to be set apart as gardens, squares, streets, or pleasure grounds, or for any other purpose having for its object the furtherance of building on the said premises, with power also for the said trustees or trustee themselves to set apart land for the purposes aforesaid, and to form such gardens, squares, streets, and pleasure grounds, and also to make drains and sewers, and to execute all other works having for their object the furtherance of building on the said premises, and to pay the costs of such works out of any moneys in their or his hands as trustees or trustee of the indenture now in recital, and with power for the said trustees or trustee to enter into contracts, to grant any lease, or do any such acts or execute any such works as aforesaid, which contracts should be binding on all persons claiming under the indenture now in recital; thirdly, to appoint by way of lease, for any term not exceeding sixty years, any mines and minerals in manner therein mentioned; provided that every such appointment by way of lease should take effect in possession, and that there should be thereby reserved the best rent or rents, or the best tolls, royalties, or reservations by the acre, the ton, or otherwise, or both, as the case might be, to be incident to the immediate reversion,

A.D. 1874.

— that could be reasonably obtained without taking any fine, and that there should be contained in every such appointment a condition for re-entry, for non payment, or non-delivery within a reasonable time to be therein specified, of the rent or rents, tolls, royalties, or reservations thereby reserved, and so as the appointee or appointees should execute a counterpart thereof and should thereby covenant for the due payment or delivery of the said rent or rents, tolls, or royalties; and it was also provided that by any appointment by way of lease firstly therein-before authorised, the appointee should not be exempted from punishment for waste, and that in any appointment by way of lease secondly therein-before authorised a peppercorn rent instead of the rent ultimately payable might be made payable during all or any part of the first five years of any term thereby appointed, and that in any appointment by way of lease thirdly therein-before authorised the reservation of rents, tolls, or royalties, varying according to the acreage worked, or the minerals, stone, or substances gotten, should not be taken to be in the nature of a fine, though the effect of such reservation might eventually be disadvantageous to the remainder-man; and by the indenture now in recital it was declared that if it should appear to the said Hebe Emily Maritana Curwen and the trustees or trustee for the time being of the indenture now in recital expedient, and for the benefit of the said Hebe Emily Maritana Curwen, that she should, after attaining the age of twenty-one years, either confirm the said recited settlement of the fifteenth day of December one thousand eight hundred and forty-six, or make any arrangement with the said Dame Eliza Sophia Frances Ogle for bringing into settlement the said hereditaments called Tongdeans, or any other real or personal property belonging to the said Dame Eliza Sophia Frances Ogle, then it should be lawful for the said Hebe Emily Maritana Curwen, but with the consent in writing of the said Sir James Graham Domville and Henry Fraser Curwen, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the indenture now in recital, to revoke all or any of the uses, trusts, powers, and provisoes therein-before limited, and, without prejudice to any lease granted under the power of leasing therein-before contained, to appoint all or any of the premises thereby granted for the time being, subject to the limitations of the indenture now in recital, to such uses and for such estates, and in such manner as should be deemed necessary or expedient for giving effect to any such confirmation or arrangement as therein mentioned, and in particular, in consideration of the said Dame Eliza Sophia Frances Ogle bringing into settlement the said hereditaments called Tongdeans, or any other real or personal property, either

subject or not subject to any prior limitation to any other husband she might marry, or to any limitations to her issue by any such other husband, or to any other limitations which might be agreed upon, to limit to her a charge, or a power or powers for her to create charges, or both, upon the said premises thereby granted, as well as upon the said hereditaments called Tongdeans, or any such other real or personal property as aforesaid, or all of them, to the extent of any such principal or annual sum or sums, or to such other extent or in such other manner as might be deemed proper; and also to limit to her, the said Dame Eliza Sophia Frances Ogle, powers of leasing, or other powers, having for their object the better management of the premises thereby granted, and of the other hereditaments to be settled, as might be considered expedient, and so that the amount and extent of the benefits limited to the said Dame Eliza Sophia Frances Ogle should be considered as entirely in the discretion of the said Hebe Emily Maritana Curwen and of the said trustees or trustee, and so that every person claiming under the indenture now in recital should be absolutely bound by any and every revocation, appointment, arrangement, and settlement purporting to be made by the said Hebe Emily Maritana Curwen, with the consent of the said trustees or trustee, under the power aforesaid: And it was by the indenture now in recital declared that if under any revocation and appointment to be made under the power lastly therein-before contained the said settlement of the fifteenth day of December one thousand eight hundred and forty-six should be confirmed, then the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen, and each of them, should forthwith execute such deeds and do all such acts as should be necessary or proper for barring the estate tail thereby arising of the said Hebe Emily Maritana Curwen, in the premises by the indenture now in recital granted, and in the said hereditaments called Tongdeans, and in all other, if any, hereditaments which, by virtue of such confirmation or otherwise, should be or become comprised in the said settlement, and in all moneys, stocks, funds, or securities liable to be laid out in the purchase of hereditaments to be conveyed to the subsisting uses of the said settlement; and the said Eldred Vincent Morris Curwen and Hebe Emily Maritana Curwen should also execute all such deeds and do all such acts as should be necessary or proper for making a valid conveyance and assurance of all the said hereditaments in which the entail should be so barred; and also in case the said settlement of the fifteenth day of December one thousand eight hundred and forty-six should not be confirmed for making a valid conveyance and assurance of the said hereditaments called Tongdeans, and of any other hereditaments which might be brought into settlement by the said Dame

A.D. 1874.

— Eliza Sophia Frances Ogle under or in consideration of the exercise of the power of revocation and appointment and arrangement therein-before contained, and of any hereditaments the fee simple of which might devolve upon the said Hebe Emily Maritana Curwen under the will of or as heir-at-law to the said Dame Eliza Sophia Frances Ogle (such conveyance and assurance to be free from all charges and incumbrances which the said Hebe Emily Maritana Curwen might have power to release), to the uses, upon the trusts, and subject to the powers and provisions therein-before limited concerning the premises thereby granted, or such of the same uses, trusts, powers, and provisions as should for the time being be subsisting; and also for assigning, assuring, or transferring to the trustees or trustee of the indenture now in recital all moneys, stocks, funds, or securities so liable to be laid out in the purchase of lands to be settled to the uses of the said settlement, and also all moneys, stocks, funds, and securities which might have been brought into settlement by the said Dame Eliza Sophia Frances Ogle under or in consideration of the power of revocation and appointment and arrangement therein-before contained, and all moneys, stocks, funds, and securities liable to be laid out in the purchase of fee simple lands which might devolve upon the said Hebe Emily Maritana Curwen under the will of or as heir-at-law to the said Dame Eliza Sophia Frances Ogle, to the intent that the said moneys, stocks, funds, and securities might be held by the said trustees or trustee upon and for the trusts and purposes, and subject to the powers and provisions therein-before declared concerning the money to arise under the power of sale and exchange therein-before contained, or the stocks, funds, and securities representing such moneys, but so, nevertheless, that as regards all hereditaments, moneys, stocks, funds, and securities which, in case the said settlement of the fifteenth day of December one thousand eight hundred and forty-six should not be confirmed, should be brought into settlement by the said Dame Eliza Sophia Frances Ogle under and in consideration of and exercise of the power of revocation and new appointment by way of arrangement aforesaid, the settlement therein-before agreed and directed to be made thereof should be subject to such prior limitations (if any) in favour of any other husband she might marry, or in favour of her issue by any other marriage, or otherwise, and to such charges or powers to create charges in her own favour or otherwise as might be agreed upon between her and the said Hebe Emily Maritana Curwen and the trustees or trustee for the time being of the indenture now in recital:

Indenture of
17th June
1871, con-

And whereas by an indenture bearing date on or about the seventeenth day of June one thousand eight hundred and seventy-one,

and made between the said Hebe Emily Maritana Curwen of the first part, the said Sir James Graham Domville and Henry Fraser Curwen of the second part, the said Eliza Sophia Frances Ogle of the third part, and the said Sir Edward Cholmeley Dering and Julius Deedes of the fourth part, the said Hebe Emily Maritana Curwen, under the powers for that purpose contained in the said indenture of the seventeenth day of July one thousand eight hundred and sixty-five, and with the consent of the said Sir James Graham Domville and Henry Fraser Curwen, duly revoked all the uses, trusts, powers, and provisions in and by the said indenture of the seventeenth day of July one thousand eight hundred and sixty-five limited, and which were then subsisting or capable of taking effect concerning the said Withdean estate, and also duly appointed that the said Withdean estate should (subject to the estate for life therein of the said Dame Eliza Sophia Frances Ogle, and, as therein expressed, to the incumbrances referred to in the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five as affecting the said Withdean estate, and to any leases which might have been granted, as in the said indenture of settlement mentioned,) remain and be to the uses, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisions, and declarations in and by the said settlement of the fifteenth day of December one thousand eight hundred and forty-six limited and declared of and concerning the Tongdeans estate, or such of the same uses, trusts, intents, purposes, powers, provisoes, and declarations as were then subsisting undetermined or capable of taking effect, but not so as to increase or multiply charges or powers of charging ;

A.D. 1874.
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 firming settlement of
 15th December 1846.

And whereas by an indenture bearing even date with but executed subsequently to the execution of the last herein-before recited indenture, and made between the said Eldred Vincent Morris Curwen and Hebe Emily Maritana, his wife, of the one part, and Sir James Graham Domville and Henry Fraser Curwen of the other part, which indenture was duly acknowledged by the said Hebe Emily Maritana Curwen, and was duly enrolled in Chancery as a disentailing assurance on the fifth day of September one thousand eight hundred and seventy-one, the said Hebe Emily Maritana Curwen did, in compliance with the directions contained in the said settlement of the seventeenth day of July one thousand eight hundred and sixty-five, and with the consent of the said Eldred Vincent Morris Curwen, grant, assign, and dispose of, and the said Eldred Vincent Morris Curwen did grant, assign, and confirm unto the said Sir James Graham Domville and Henry Fraser Curwen

Disentailing assurance,
 17th June 1871, and re-settlement of estates.

A.D. 1874.

and their heirs, all those the said hereditaments constituting the estate called Withdean and Tongdeans, in the county of Sussex, expressed to be conveyed by the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, and all other, if any, the messuages, lands, and hereditaments which were then subject or might thereafter become liable to be conveyed to the uses subsisting under the last-mentioned indenture of settlement, and also all moneys or investments then liable to be laid out in the purchase of lands, to be conveyed to the uses of the last-mentioned indenture (subject and without prejudice to the life estate of the said Dame Eliza Sophia Frances Ogle, and all powers and provisions annexed to such life estate, and to all other, if any, the uses, estates, and powers respectively limited by or subsisting under the said settlement of the fifteenth day of December one thousand eight hundred and forty-six which were prior to the estate tail of the said Hebe Emily Maritana Curwen under the same settlement, but discharged from the said estate in tail, and all other, if any, the estates in tail male, or in tail of the said Hebe Emily Maritana Curwen in the premises, and also discharged, so far as might be, from all remainders, reversions, estates, rights, and interests, to take effect after the determination or in defeazance of the said estate or estates in tail,) to the uses, upon and for the trusts, intents, and purposes, and subject to the powers, provisoes, and declarations in and by the said settlement of the seventeenth day of July one thousand eight hundred and sixty-five limited and declared of and concerning the said Withdean estate thereby conveyed, or such of the same uses, trusts, intents, and purposes, powers, provisoes, and declarations as were subsisting undetermined or capable of taking effect under the same settlement immediately before the execution of the last herein-before recited indenture of even date with the indenture now in recital, and so as to restore and confirm the same uses, trusts, powers, provisoes, agreements, and declarations, and to make the same applicable, not only to the said Withdean estate originally subject thereto, but also to all other the premises by the said indenture in recital granted and assigned :

Issue of marriage of said H. E. M. Curwen and said E. V. M. Curwen.

And whereas there is issue of the said Hebe Emily Maritana Curwen, by the said Eldred Vincent Morris Curwen, two children and no more ; that is to say, Chaloner Frederick Hastings Curwen and Edith Margaret Curwen, both of whom are infants under the age of twenty-one years :

Estates in settlement of 15th Decem-

And whereas the manors, estates, and hereditaments comprised in and conveyed and settled as aforesaid by the said indenture of the

fifteenth day of December one thousand eight hundred and forty-six are the same manors, estates, and hereditaments as are described or mentioned in the schedule to this Act annexed :

A.D. 1874.
ber 1846,
described in
schedule.
Merger of in-
cumbrances
in inheri-
tance.

And whereas, notwithstanding that by the first herein-before recited indenture of the seventeenth day of June one thousand eight hundred and seventy-one, the appointment of the said Withdean estate therein contained was expressed to be made subject to the incumbrances referred to in the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five, as affecting the same estate, all the beneficial interest in such incumbrances was then vested in the said Dame Eliza Sophia Frances Ogle, and it was not in fact intended that such incumbrances, all the beneficial interest in which was then vested in the said Dame Eliza Sophia Frances Ogle, should be kept alive, and the same have now become merged in the inheritance of the said Withdean estate, and have respectively ceased to exist for any purpose whatever :

And whereas by an Act of Parliament passed in the session held in the twelfth and thirteenth years of the reign of Her present Majesty, intituled "An Act for enabling the trustees of the settle-
" ment made under orders of the High Court of Chancery after the
" marriage of Chaloner Ogle, Esquire, and Eliza Sophia Frances
" Ogle, his wife, to grant building, improving, and other leases of
" certain estates and hereditaments situate at Patcham, in the
" county of Sussex, comprised in the said settlement," (herein-after called "the recited Act",) certain powers of leasing and other powers therein mentioned were conferred upon the said Sir Edward Cholmeley Dering and Julius Deedes, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee who from time to time should be appointed in their or either of their place trustees or trustee of the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, subject to the several provisoes in the said Act contained :

12 & 13 Vict.
c. 11.

And whereas it is an almost invariable custom at Brighton (in the immediate vicinity of which the said manors, estates, and hereditaments comprised in and conveyed and settled as aforesaid by the said indenture of the fifteenth day of December one thousand eight hundred and forty-six are situate) to give to lessees for building purposes an option to purchase the fee simple of the land demised or agreed to be demised within a certain number of years (usually seven years) :

And whereas it is desirable and would be for the benefit of the persons interested and to become interested in the messuages, lands, and hereditaments described or mentioned in the said schedule

A.D. 1874.

hereto, that more ample powers and provisions for the leasing and for the laying out and improving of such estate should be created, and that, with the view to promote the advantageous leasing of such estate, the following powers in particular should be given, videlicet, a power to buy up land tax, quitrents, and other outgoings in order that the land may be demised for building purposes free from those burdens, and also a power to enter into agreements with lessees to purchase improved ground rents upon the premises leased, and to carry into effect such agreements :

And whereas the site of the existing mansion house mentioned in the schedule to this Act, and therein called Withdean House, is a very inconvenient site for a mansion house, and it would be for the benefit of the persons interested under the herein-before recited settlements that power should be given to pull down the said existing mansion house and dispose of the materials thereof :

And whereas there is now standing in the names of the trustees of the said indenture of settlement of the fifteenth day of December one thousand eight hundred and forty-six the sum of five hundred and sixty-eight pounds thirteen shillings and sixpence, three pounds per cent. consolidated bank annuities, which sum is held by them upon trust for investment in the purchase of land to be settled to the same uses as those upon which the said Tongdean estate purports to be settled by the same settlement, and the said trustees are also entitled to a sum of ten thousand pounds, at present invested on mortgage of real estate, and which is also subject to the like trusts :

And whereas it is expedient that the said Sir Edward Cholmeley Dering and Julius Deedes, and the survivor of them, and the executors or administrators of such survivor, and such other trustees or trustee as aforesaid of the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, should have power from time to time to apply the whole or any part of the said sums of five hundred and sixty-eight pounds thirteen shillings and sixpence, three pounds per cent. consolidated bank annuities, and to call in and apply the said sum of ten thousand pounds invested on mortgage of real estate, in the payment of any expenses which shall be incurred in the exercise by them of any of the powers by the above-mentioned Act, or hereby conferred for the improvement and amelioration of the said estate ; and also to raise such sum or sums of money as shall be required for the purposes aforesaid ; but no such power is contained in the above-mentioned Act :

And whereas the objects of this Act cannot be attained without the aid and authority of Parliament :

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Therefore Your Majesty's most dutiful and loyal subjects, Eliza Sophia Frances Ogle and the said Sir Edward Cholmeley Dering and Julius Deedes, as such trustees of the said indenture of the fifteenth day of December one thousand eight hundred and forty-six as aforesaid, 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; (that is to say,)

1. No lease or contract, made or to be made under the authority of the recited Act, shall be void or invalid, or defeasible or questionable on the ground that the right of entry or re-entry for non-payment of rent, or for breach of all or any of the stipulations, covenants, and agreements to be therein contained, shall be confined by any terms restricting the same to that part of the hereditaments leased or agreed to be leased, in respect of which the breach or default in the lessee's covenant shall have been committed, or by any other terms restricting the right of entry to a part only of the buildings, lands, or hereditaments to be leased or agreed to be leased by any such lease or contract; and that, notwithstanding the avoidance of any lease or contract as aforesaid for the breach of any such stipulations, covenants, or agreements as to part only of the buildings, lands, or hereditaments thereby leased or agreed to be leased, the condition of re-entry shall remain and be in full force as to any other part of the buildings, lands, or hereditaments which from time to time shall continue to be held under or by virtue of the same lease or contract, and for this purpose every such condition shall be apportionable and shall have effect according to the intentions of the parties as expressed in any such lease or contract accordingly; and no under lease or under leases to be granted of all or any part of the lands or hereditaments to be comprised in any lease or contract to be made by virtue of the provisions contained in the above-mentioned Act shall be liable to forfeiture or to the operation of the proviso or condition of re-entry for non-performance of the covenants, provisos, or conditions contained on the part of the lessee in the original lease by reason of the breach or non-performance of any of such covenants, provisos, or conditions, unless such breach or non-performance shall arise or be made with reference to the particular premises to be comprised in any such under lease, or some part thereof; and moreover, that the breach or non-performance of any of the said covenants, provisos, or conditions with reference to the premises comprised in any such under lease shall not work a forfeiture of the original lease thereof as respects any other premises

Provisoes
made for
re-entry to
be appor-
tionable.

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therein comprised and not included in such under lease, and that every proviso for re-entry contained in such original lease for non-performance of any of the covenants, provisoes, or conditions therein contained on the part of the lessee, shall accordingly be and be construed and held to be apportionable, so and in such manner as that the same shall have a distinct or separate or exclusive operation with respect to the premises to be comprised in each such under lease as aforesaid, in such and the same manner as if, instead of each original lease comprising more than the premises included in such under lease as aforesaid, there had been an original separate lease of the premises respectively comprised in each such under lease as aforesaid.

Power to give lessees an option to purchase the fee simple of the premises leased to them.

2. It shall be lawful for the said Sir Edward Cholmeley Dering and Julius Deedes, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee who from time to time shall be appointed in their or either of their place trustees or trustee of the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, and who are comprehended in the expression "trustees or trustee for general purposes" in this Act used, but with the consent of the said Dame Eliza Sophia Frances Ogle during her life, to insert in any lease or contract for a lease herein-after granted or entered into, under and by virtue of the recited Act, a provision giving to the person or persons taking or contracting to take such lease, his, her, or their executors, administrators, or assigns, the option at any time within the space of seven years from the date of such lease or contract for a lease, upon giving not less than three calendar months notice in writing of his, her, or their intention to exercise such option to the trustees or trustee for general purposes, of purchasing the lands and hereditaments comprised in such lease or contract and the buildings erected or to be erected thereon, and the inheritance thereof in fee simple in possession, subject or not to restrictive or other covenants, but otherwise free from all incumbrances (except such lease or contract), at such price or sum of money as shall be specified in such lease or contract for that purpose, not being less than a sum equal to twenty-five years purchase of the ground rent to be reserved and made payable by such lease or contract; and such lease or contract may contain such special or other stipulations as to the title or evidence or commencement of title, to be shown to the persons as to which such option shall be exerciseable, and as to the contract arising by reason of the exercise of such option being carried into effect within a specified time or otherwise, or being rescinded by reason of any requisition or objection made by any of the persons exercising such option, and to such

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other special or other stipulations as between vendor and purchaser as the trustees or trustee for general purposes shall think proper or expedient, and in every conveyance of lands and hereditaments purchased in exercise of such option the trustees or trustee for general purposes may insert any restrictive or other covenants, whether the same be contained in any then existing lease or contract for a lease or not; and every sale made under the authority of this section shall, for the purpose of duly effectuating the same, be deemed to be within the power of sale contained in the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, so long as such power remains subsisting, and also to be within the power of sale contained in the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five, when such power becomes capable of being exercised, and so long as such last-mentioned power remains subsisting, and the purchase moneys to arise therefrom shall be applied accordingly.

3. It shall be lawful for the trustees or trustee for general purposes, but with the consent of the said Dame Eliza Sophia Frances Ogle, during her life, to apply any moneys for the time being applicable to the purchase of land under or by virtue of the provisions in the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, or in the recited Act or herein contained, by reference thereto, in purchasing any land tax, quitrents, or other annual incumbrances or outgoings charged upon or payable out of or in respect of any lands and hereditaments by the said Act authorised to be leased, and as to which it shall be in contemplation to exercise any of the powers therein or herein contained, and all or any land tax, quitrents, incumbrances, or outgoings so purchased shall be so conveyed or released as that the same shall become and be extinguished and merged in the inheritance of the hereditaments out of or upon which the same shall be issuing or charged.

Power to buy up quitrents and other outgoings.

4. It shall be lawful for the trustees or trustee for general purposes, but with the consent of the said Dame Eliza Sophia Frances Ogle, during her life, at the time of granting any building lease or entering into any contract for a building lease under the provisions of the recited Act, to enter into an agreement in writing with the person or persons taking or contracting to take such lease for the purchase from such person or persons, his or their executors, administrators, and assigns, of all or any of the land to be comprised in such lease, when and so soon as the buildings to be erected thereon

Power to arrange with lessees for the purchase of improved ground rents.

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shall have been duly erected in accordance with the terms of the lease or contract for a lease thereof, and an under lease or under leases shall have been granted at an increased rent or increased rents, for the residue of the term granted by the original lease, with the benefit of such increased rent or rents; and such agreement shall specify or provide, according to a scale to be therein mentioned, what shall be the amount of the purchase money to be paid for such purchase; but such purchase money shall in no case be greater than the amount of twenty-five years purchase of the net improved rent or rents, after deducting the original ground rent, or proportion of ground rent to be reserved in respect of the premises to be so purchased; and in case any such agreements or agreement shall be entered into, the purchase moneys for completing the same shall, when required, be provided by the trustees or trustee for general purposes out of any moneys under or by virtue of the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, or of the recited Act, or hereby applicable for the purchase of land, and the hereditaments purchased shall be assigned to and vested in such trustees or trustee upon such trusts, with and subject to such powers and provisions as shall correspond with the uses, trusts, powers, and provisions for the time being subsisting in respect of the freehold hereditaments comprised in the said indenture of the fifteenth day of December one thousand eight hundred and forty-six, as nearly as the different tenure and quality of the premises and the rules of law and equity will permit, but not so as to increase or multiply charges or powers of charging, and so, nevertheless, that the leasehold hereditaments so to be assigned as aforesaid shall not vest absolutely in any tenant in tail by purchase of the said freehold hereditaments unless he shall attain the age of twenty-one years, but on the death of such tenant in tail by purchase under the age of twenty-one years, shall go and devolve as if they had been freeholds of inheritance and had been settled accordingly: Provided always, that the improved rent or rents to be so purchased shall in every case be the entire ground rent or rents reserved by the lease or leases by which the same shall be created, and shall, together with the original ground rent or rents or proportion of ground rent reserved in respect of the same premises, in no case exceed one sixth part of the clear yearly rackrent value thereof.

Power to appropriate lands for churches, chapels, schools,

5. The 10th section of the recited Act is hereby repealed, and in lieu thereof it is enacted, as follows:

It shall be lawful for the said trustees or trustee for general purposes, but with the consent of the said Dame Eliza Sophia

Frances Ogle, during her life, from time to time to lay out and appropriate any part or parts of the said lands specified in the schedule to this Act, for churches, chapels, schools, markets, or other public buildings, or for roads, paths, squares, gardens, avenues, promenades, or other open spaces, or for sewers, drains, or watercourses, or other works of accommodation or convenience, either to be dedicated to the public or not, and to construct or complete any roads (whether in substitution for existing roads or not), bridges, streets, crescents, ways, sewers, drains, or channels, in such manner as they or he may from time to time think convenient and conducive to the general benefit of the property, with power to vest any lands or hereditaments so laid out and appropriated as aforesaid in any trustees upon such trusts for securing the continued appropriation thereof to the intended purposes, and with such provisions as to the rights and terms of user or enjoyment thereof as the said trustees or trustee for general purposes shall think convenient and conducive to the benefit of the property, and it shall be lawful for the said trustees or trustee to grant such assurances operating by way of revocation of the use or otherwise howsoever as shall be requisite or expedient for effectuating such appropriation and other the objects aforesaid or any of them.

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—
roads, sewers,
&c.

6. It shall be lawful for the said trustees or trustee for general purposes, but with the consent of the said Dame Eliza Sophia Frances Ogle, during her life, from time to time to dispose of and convey, either for valuable consideration or without receiving any valuable consideration, any part of the said lands, hereditaments, and premises, not exceeding in the whole twenty-five acres, and the inheritance thereof in fee simple, now set apart or at any time hereafter to be set apart for any of the purposes herein-after mentioned; namely, for any church or chapel, school-house, parsonage-house, hospital, or institution, for any charitable, educational, or other institution for public purposes, or intended for the use or accommodation of the public, and as to any church or chapel, whether the same shall be now built or shall be hereafter built, or for any garden or orchard to any school or parsonage-house, or for any churchyard, or any road or canal, and whether any land so sold for the purposes of any such road or canal shall be already subject to any way-leave or water-leave or right of way, in fee or for any term of years or otherwise, either to the person making such purchase, or to any other person or not, but nevertheless subject and without prejudice to the rights of such last-mentioned person.

Regulations
as to appro-
priation.

A.D. 1874.

Power to pull down mansion house and rebuild on other part of estate.

7. It shall be lawful for the said trustees or trustee for general purposes, with the consent in writing first obtained of the said Dame Eliza Sophia Frances Ogle and Eldred Vincent Morris Curwen and Hebe Emily Maritana, his wife, or the survivors or survivor of them, and also with the like consent of the said Sir James Graham Domville and Henry Fraser Curwen, and the survivor of them, and the executors or administrators of such survivor, or other the trustees or trustee for the time being of the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five, and upon and subject to such terms as to site, mode, and cost of building and otherwise as in any such consent may be specified, to pull down or demolish the whole or any part or parts of the said mansion house called Withdean House, or the buildings thereto belonging, and with the like consents to erect a new mansion house with all proper appurtenances on such other part of the said Withdean estate as they or he shall deem convenient, and either to employ the materials of the said existing mansion house and buildings or any part or parts thereof, in erecting other buildings upon the said Withdean estate, or at their or his option to sell such materials in such manner as they or he shall think fit; and in the event of any such sale or sales the proceeds thereof shall become applicable and be applied in like manner as if the same had arisen from the exercise of the power of sale contained in the said indenture of the fifteenth day of December one thousand eight hundred and forty-six.

Power to apply funds, &c., subject to trusts of settlement, and moneys applicable for the purchase of land in paying expenses of improvements, &c., and to raise moneys for the like purposes.

8. It shall be lawful for the said trustees or trustee for general purposes at any time and from time to time to apply the whole or any part of the said sums of five hundred and sixty-eight pounds thirteen shillings and sixpence, three pounds per cent. consolidated bank annuities, and ten thousand pounds invested on mortgage of real estate, when the same shall have been called in, or any other moneys for the time being under and by virtue of the provisions of the said indenture of settlement of the fifteenth day of December one thousand eight hundred and forty-six, or of the recited Act, or hereby applicable to be laid out in the purchase of land, in or towards payment of any expenses which shall be incurred in or about the effecting of all or any of the improvements herein-before authorised (in which improvements are intended to be included not only the erection of a new mansion house and outbuildings to be used in connexion therewith, but also the laying out and planting of gardens and ornamental grounds, and the doing of all other things which may be thought conducive to the better enjoyment of such mansion house), and also to raise such sum or sums of money as shall from time to time be required for the purposes

aforesaid, and by any deed or deeds to charge all or any part of the said land and hereditaments with the payment to any person or persons, his, her, or their executors, administrators, or assigns, of such principal sum or sums of money, with interest for the same; and also to appoint the premises charged as aforesaid or any part thereof to the same or any other person or persons either in fee or for any term of years, with or without impeachment of waste, by way of mortgage, subject to redemption on payment by the trustees or trustee for general purposes of the principal sum or sums so charged thereon, with the interest for the same, on the day or respective days to be by such deed or deeds respectively appointed for payment of the same; and no person or persons advancing any sum or sums to the said trustees or trustee shall be obliged or concerned to enquire or take notice whether such sum or sums is or are necessary or proper to be raised for any of the purposes aforesaid, or to see to the application thereof: Provided always, that no money shall be applied or raised and applied under the powers conferred by this section of this Act without the consent in writing first obtained of the said Sir James Graham Domville and Henry Fraser Curwen, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the said indenture of the seventeenth day of July one thousand eight hundred and sixty-five.

9. From and after the death of the said Dame Eliza Sophia Frances Ogle, or the determination of the powers originally conferred by the said recited Act, whichever shall last happen, it shall be lawful for the said Sir James Graham Domville and Henry Fraser Curwen, and the survivor of them, and the executors or administrators of such survivor, or other the trustees or trustee from time to time of the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five, during the life of the said Hebe Emily Maritana Curwen, with her consent in writing, and after her death and during the minority of any person taking an estate by purchase under the limitations of the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five, who, if of full age, would for the time being be entitled to the possession or receipt of the rents and profits of the hereditaments subject to the limitations of the said settlement, or any part thereof, at the discretion of the said trustees or trustee of the same settlement, to exercise, and such trustees or trustee shall accordingly have and may exercise all the powers by the recited Act, as amended and extended by this Act, or by this Act given to the said Sir Edward Cholmeley Dering and Julius Deedes, or other the said

Extension of powers of recited Act and of this Act to trustees of the indenture of settlement of the 17th day of July 1865, in certain events.

A. D. 1874. — trustees or trustee of the said indenture of settlement of the fifteenth day of December one thousand eight hundred and forty-sixth, in the same manner in all respects as if the said Sir James Graham Domville and Henry Fraser Curwen, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee of the said settlement of the seventeenth day of July one thousand eight hundred and sixty-five, had been named or referred to in the recited Act and this Act instead of the said Sir Edward Cholmeley Dering and Julius Deedes, or the survivor of them, or the executors or administrators of such survivor, or others the trustees or trustee of the said indenture of settlement of the fifteenth day of December one thousand eight hundred and forty-six, and as if the consent required by this section had been substituted for the request and direction or consent required by the recited Act, or the previous sections of this Act; and all the powers and provisions of the recited Act, as amended and extended by this Act, and also of this Act, shall operate and have effect accordingly.

General
saving.

10. 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, administrators, and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever, of or upon, to or out of the lands, hereditaments, and premises hereinbefore mentioned, and every and any part thereof, as they, every or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

Exceptions
from general
saving.

11. The following persons and their respective heirs, executors, administrators, and assigns are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; that is to say,

The said Dame Eliza Sophia Frances Ogle and any after-taken husband and after-born child or children of the said Eliza Sophia Frances Ogle:

The said Hebe Emily Maritana Curwen:

The said Eldred Vincent Morris Curwen:

The said Chaloner Frederick Hastings Curwen and Edith Margaret Curwen, and any after-born child or children of the said Hebe Emily Maritana Curwen, whether by the said Eldred Vincent Morris Curwen or any after-taken husband, and any such after-taken husband:

The said Sir Edward Cholmeley Dering and the said Julius Deedes, as trustees under the said indenture of settlement of

the fifteenth day of December one thousand eight hundred and forty-six, and every person hereafter being a trustee under the same settlement in their or his place or stead, in their capacity of trustees only :

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The said Clement Uvedale Price, as trustee of the said term of one thousand years created by the said indenture of settlement of the fifteenth day of December one thousand eight hundred and forty-six, and every person or persons hereafter being a trustee or trustees of the said term in his place or stead, in his or their capacity of trustees only :

The said Sir James Graham Domville and the said Henry Fraser Curwen, as trustees under the said indenture of settlement of the seventeenth day of July one thousand eight hundred and sixty-five, and every person hereafter being a trustee under the same settlement, in their capacity of trustees only.

12. The costs, charges, and expenses of preparing, applying for, soliciting, obtaining, and passing this Act, and of all acts, matters, and proceedings preparatory thereto or connected therewith, and all incidental costs, charges, and expenses, and the costs of levying and raising the same, may be levied and raised by sale of a competent part of the said sum of five hundred and sixty-eight pounds thirteen shillings and sixpence, three pounds per cent. consolidated bank annuities, or may be paid out of the said sum of ten thousand pounds invested on mortgage of real estate when the same or any part thereof shall have been called in, or out of any other moneys for the time being under and by virtue of the provisions of the said indenture of settlement of the fifteenth day of December one thousand eight hundred and forty-six, or of the recited Act, or hereby applicable to be laid out in the purchase of land, or by levying and raising the same costs, charges, and expenses in like manner as by section eight of this Act is provided with reference to the sums of money thereby authorised to be levied and raised ; and the provisions contained in the seventeenth section of the recited Act for the taxation of the costs, charges, and expenses directed to be levied and raised by the recited Act shall be applicable to the costs, charges, and expenses directed to be levied and raised by this Act.

Costs of Act.

13. The recited Act may be cited for all purposes as “The Withdean Estate Act, 1849,” and this Act may be cited for all purposes as “The Withdean Estate Act, 1874.”

Short title.

14. This Act shall not be a public Act, but shall be printed by the several printers to the Queen’s most Excellent Majesty duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

Act as printed by Queen’s Printers to be evidence.

A.D. 1874.

THE SCHEDULE.

All and singular the manors, messuages, lands, tenements, and hereditaments described and comprised in the first schedule to the recited Act, and which are now better known and described as follows:—

The manor or lordship, or reputed manor or lordship of Wightdean, otherwise Weightdeane, otherwise Wightdeane, otherwise Wigdean, otherwise Withdean, in the county of Sussex; also the manor of Withdeane Cayliffe, situate in the several parishes of Patcham, Withdeane, and Iford, in the said county of Sussex.

And the messuages, lands, tenements, and hereditaments herein-after described, all situate in the parish of Patcham aforesaid; that is to say:—

The following messuages and lands, containing the following quantities (little more or less), let to James Rolfe, Esquire, as tenant from year to year:—

	A.	R.	P.
The Lambing Field, after deducting 1a. 2r. 23p. taken by the London and Brighton Railway Company, and the piece east of the railway now in hand, containing 2a. 1r. 30p.	23	3	5
West part of Red Hill, including barn, yard, and hovel	30	0	13
East part of Red Hill	35	1	7
The Knowle Bottom	18	0	31
The Knowle	17	1	25
Butcher's Croft	5	1	0
Brambly Bottom	60	3	30
Coney Hill	29	1	28
Farmhouse, garden, and stable yard, including the part formerly the Old Grove Plantation	1	3	35
Granary Piece, after deducting 3a. 0r. 36p. taken by the said railway company, with barn, yard, and hovel standing thereon	24	2	11
Piece north of Beatlands, after deducting 33 perches taken by the said railway company	0	0	20
Leaping Croft and Beatlands, after deducting 2a. 0r. 26p. taken by the said railway company	3	2	21
Walled garden, formerly New Grove	0	0	31
Barn, yard, and stable, adjoining road and droveway	2	2	35
Part of land described in the first schedule to the recited Act as Great Laine	54	3	7

Now sub-divided as follows:—

Land let to Elias Taylor, pursuant to powers of the recited Act, on building lease for 99 years, from 24th June 1849.

Land let to Richard Crowley, pursuant to powers of the recited Act, on building lease for 99 years, from 24th June 1849.

Land let to Dr. Madden, pursuant to powers of the recited Act, on building lease for 99 years, from 24th June 1849 and 29th September 1849, respectively (2 holdings).

Land let to G. A. Riddlestorffer, pursuant to powers of the recited Act, on building lease for 99 years, from 29th September 1849.

Land let to J. T. Darby, pursuant to powers of the recited Act, on building lease for 99 years, from 25th March 1852.

Land let to H. C. Lacy, pursuant to powers of the recited Act, on building lease for 97 years, from 25th December 1860.

Land let to Augusta Mary Stringer, pursuant to powers of the recited Act, on building lease for 99 years, from 24th June 1863.

Land let to William Wooldridge, pursuant to powers of the recited Act, on building lease for 98 years, from 25th December 1863.

Land let to James Martin, junior, pursuant to powers of the recited Act, on building lease for 99 years, from 29th September 1865 and 23rd June 1866, respectively (2 holdings).

Land containing 5 acres or thereabouts, let to Edward Harper, for 21 years from 29th September 1863.

Two plots of land, containing 2 acres and 1 acre respectively, or thereabouts, let to Miss Gregory as yearly tenant.

Land containing 10a. 1r. 27p. or thereabouts, let to H. C. Lacy as yearly tenant.

Land containing 2a. 1r. 0p. or thereabouts, let to James Martin, junior, for 21 years from Michaelmas 1867, if the said Dame Eliza Sophia Frances Ogle should so long live.

Land containing 5a. 0r. 0p. or thereabouts, let to William Wooldridge as yearly tenant.

Land 45 feet in width, the whole depth of Great Laine, in hand, reserved for a road.

The Green Field (after deducting 2a. 2r. 34p. taken by the London and Brighton Railway Company) - - -

23 2 8

Now sub-divided as follows:—

Land let to James Weaver, pursuant to the powers of the recited Act, on building lease for 99 years, from 25th December 1862 (two holdings).

Land let to George Lowdell pursuant to the powers of the recited Act, on building lease for 99 years, from 24th June 1863 and 24th June 1866, respectively (2 holdings).

Land let to Theophilus Thompson, pursuant to the powers of the recited Act, on building lease for 99 years, from 29th October 1866.

The residue of the Green Field (including a piece of ground of the width of 40 feet at the rear of the building plots, which is reserved for a road) is in hand.

A.D. 1874. The following messuages and lands in hand containing the following quantities (more or less) :—

	A.	R.	P.
Small piece of Lambing Field, east of the railway	2	1	30
Cottage, garden, yard, hovel, well, house, &c., after deducting 0a. 1r. 17p. taken by the said railway company	1	0	6
Barley Croft and Round Croft (now one field)	6	1	16
Yard, buildings, garden, &c.	0	3	10
High grounds	20	1	7
Upper part of ditto	7	3	20
Home Bush Laine	8	3	3
Howell's Field	5	3	31
Howell's Field Cottage, with two tenements	0	0	15
Flat Field, including barn and yard	13	0	16
Nine Acres	9	3	39
Withdean House, yards, garden, and two cottages	1	0	21
Long Croft	2	1	39
Hog Croft	2	0	14
Croft adjoining late Scrases	1	3	0
The Seven Acres	7	2	0
Timber yard, barn, yard, and stable	1	0	25
Green track and down, west of Ditchling Road	38	1	28
The Nine Acres, let to Messrs. Vigor as nursery ground on lease for 21 years, from 29th September 1864	8	1	22

The following land, formerly part of Down, west of Ditchling Road, let to Thomas Brand as tenant from year to year :—

Late Down	15	3	23
Ditto	20	0	0
Upper Ring Piece	20	0	0

The following messuages and lands, containing the following quantities (little more or less), let to Samuel Champion as tenant from year to year :—

Part of Great Laine	37	3	22
A cottage and garden, barn, yard, cow-stall, waggon-lodge, slaughter-house, and pound, also the pig-pound	0	1	0
Varndean Field	16	1	10
A piece of arable land south of road leading to Varndean	18	1	0
Piece of arable land north of road leading to Varndean	20	0	0
Part of East Down, now arable	12	2	30
Other part of ditto ditto	12	0	32
East Laine	30	3	30

The following messuages and lands, containing the following quantities (little more or less), let to Charles Cowley as tenant from year to year :—

Barns, yards, cow-stall, and two cottages, stable, &c., situate at Hollingbury	0	3	0
House Meadow	6	1	8
Part of Barn Meadow	1	2	0
Lower part of East Laine	49	1	2
Upper part of ditto	35	2	15

The following land, let to Messrs. English and Pierce for nursery ground on a 21 years lease from Michaelmas 1872 :—

	A.	R.	P.
Remainder of Barn Meadow - - - - -	4	2	26
Lower part of Cottage Mead - - - - -	3	0	30

The following messuages and land, let to George Histed as tenant from year to year :—

Two cottages, garden, stable, cow-stall, &c., situate at Roedale -	0	3	0
Upper part of Cottage Mead - - - - -	6	2	34
Part of land, described in the recited Act as Down, east of Ditchling Road, containing 22a. 3r. 29p. now arable - - -	10	2	10

The following land, let to Mr. Lulham as tenant from year to year :—

Other part of land, late Down, east of Ditchling Road - - -	12	1	19
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The following messuages and lands, containing the following quantities (little more or less), let to Edward Heaver as tenant from year to year :—

House, formerly called the Halfway House, situate at Tongdeane, barn stables, cow-stall, &c.

Tongdeane Farm - - - - -	43	0	13
Knight's Rails - - - - -	10	1	37
Land east of Dyke Road - - - - -	11	2	0
Land east of Dyke Road - - - - -	17	0	16
Land, late Buchan's - - - - -	10	0	0

The following message and land, let to John Wilton as tenant from year to year :—

Land west of Dyke Road - - - - -	18	3	26
Land called Lower Tongdeane - - - - -	40	0	0
Part of Potter's Bottom - - - - -	27	1	20
Piece adjoining Ditchling Road - - - - -	12	2	0
Ditto ditto - - - - -	10	1	31
Ditto, west of Ditchling Road, late Down - - - - -	12	0	0
Ditto ditto - - - - -	22	0	0

The following message and lands, containing the following quantities (little more or less), let to Messrs. Rogers and Ayling on lease for 21 years, expiring Michaelmas 1875, that is to say :—

A piece of ground, used as a strawberry garden or nursery ground,

with cottage, stable, cart-lodge, and granary - - - - -	6	0	0
Part of lower field, part of West Withdean Farm - - - - -	8	3	7
The Eight Acres - - - - -	7	3	0

The following message, tenements, and lands, containing the following quantities (little more or less), let to John Legg as tenant from year to year, that is to say :—

The Seven Acres - - - - -	7	3	10
Cottage, in two tenements, and garden at Patcham, formerly called Mill Cottage - - - - -	2	0	10
Five-acre Field with barn - - - - -	5	0	29
Meadow - - - - -	2	2	13

A.D. 1874. The following land, containing the following quantity (little more or less), let to Thomas Killick as tenant from year to year, that is to say:—

	A.	R.	P.
Part of Lower Furze Piece - - - - -	14	2	7
Land, formerly Down, east of the Dyke Road - - - - -	14	2	0
Land formerly known as Tagg Down Field - - - - -	8	2	24

Now sub-divided as follows:—

Land let to Thomas Killick, pursuant to the powers of the recited Act, on building lease for 98 years, from 29th September 1849.

Land let to Benjamin Stone, pursuant to the powers of the recited Act, on building lease for 99 years, from 24th June 1853.

Land let to James Wymark, pursuant to the powers of the recited Act, on building lease for 99 years, from 25th December 1853.

Land let to Edmund Terrey Ockenden, pursuant to the powers of the recited Act, on building lease for 99 years, from 24th June 1857.

The residue of Tagg Down is let to Thomas Killick as yearly tenant, for nursery ground.

Land let to Thomas Killick, on agreement for building lease -	1	2	0
Land let as drying ground to Robert Ayling as tenant from year to year - - - - -	1	0	0
Land let as a vegetable garden to R. Manser as tenant from year to year - - - - -	2	2	0
Down land, known as Hollingbury Castle, let to Mr. Ellis as tenant from year to year - - - - -	2	3	39

The following plantations in hand, containing the following quantities (little more or less):—

On West Withdean Farm.

West side of Green Field - - - - -	0	1	24
Side Hill, less 0a. 1r. 5p., taken by the said railway company -	2	1	23
Late part of Tagg Down - - - - -	1	1	0
Ditto Chalk Pit - - - - -	1	1	9
Ditto Knowle's Bottom - - - - -	0	0	16
Ditto west course of Butcher's Croft - - - - -	3	0	0
Ditto north-east side of Butcher's Croft - - - - -	0	1	12
Ditto Knowle, less 23 perches taken by the said railway company -	2	2	17
Ditto in the Leaping Croft - - - - -	0	0	15
Ditto ditto - - - - -	0	0	14
Ditto ditto - - - - -	0	0	3
Ditto south-east corner of Granary Piece - - - - -	0	0	10
Ditto south side of Granary Piece - - - - -	8	0	0
Ditto north side of ditto - - - - -	2	0	7

On Tongdean Farm and Knight's Rails.

A.D. 1874.

A. R. P.

West side of the road leading from Henfield to Brighton. Plantations, including about 1a. 3r. 33p., forming the remainder of Knight's Rails	-	-	-	-	-	-	20	0	23
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On Tagg Down.

Part of field, late part of Tagg Down, held by Mrs. Webb	-	-	-	-	-	-	2	2	36
Belt, late part of Tagg Down	-	-	-	-	-	-	0	2	20
Shaw, south side of Eight Acres	-	-	-	-	-	-	0	0	36
Ditto, west side of ditto	-	-	-	-	-	-	0	2	20
Dead Ash Plantation	-	-	-	-	-	-	0	2	31
Squire's Walk ditto, after deducting 1a. 1r. 30p., taken by the said railway company	-	-	-	-	-	-	0	2	35
Shaw, south side of Lower Field and Shaw, between green and same field, after deducting part taken by the said railway com- pany	-	-	-	-	-	-	0	3	14

On Varndean Farm.

Rough Round, Varndean Field	-	-	-	-	-	-	1	1	29
Varndean Coppice	-	-	-	-	-	-	2	3	21

On Mill Fields.

Plantation on Mill Fields	-	-	-	-	-	-	0	0	8
Plantation near Mill Field Cottage	-	-	-	-	-	-	0	0	15

On East Withdean Farm.

Plantation in the Nine Acres	-	-	-	-	-	-	1	0	0
Ditto in the Flat Field	-	-	-	-	-	-	0	1	20
Plantation in the Flat Field	-	-	-	-	-	-	0	0	20
Ditto in high-ground, above the droveway	-	-	-	-	-	-	7	1	20
Ditto in ditto, below the droveway	-	-	-	-	-	-	3	1	10
Ditto adjoining the drove	-	-	-	-	-	-	0	1	0
Long Croft Plantation	-	-	-	-	-	-	0	0	22
Round ditto	-	-	-	-	-	-	0	0	19
Hog Croft ditto	-	-	-	-	-	-	0	0	21
Garden Wall ditto	-	-	-	-	-	-	0	2	22
Elm Walk ditto	-	-	-	-	-	-	0	0	33
Great Laine ditto	-	-	-	-	-	-	0	3	21
Ditto ditto, by drove	-	-	-	-	-	-	0	1	9
Ditto ditto	-	-	-	-	-	-	0	1	22
Ditto ditto by turnpike road	-	-	-	-	-	-	0	0	24
Ditto ditto at south-west corner	-	-	-	-	-	-	1	1	0
Ditto ditto at south side	-	-	-	-	-	-	0	2	26
Barley Croft Plantation	-	-	-	-	-	-	0	0	30
Plantation near ditto in Great Laine	-	-	-	-	-	-	0	1	20
Ann of Cleves's	-	-	-	-	-	-	2	0	0
Belt, late a part of Withdean Down	-	-	-	-	-	-	1	0	0
Ditto	-	-	-	-	-	-	1	0	0
Ditto	-	-	-	-	-	-	0	0	10

A.D. 1874.

On Hollingbury Farm.

	A.	R.	P.
Piece west of Castle Plantation	2	0	33
Piece in the plantation	0	2	20
Triangle fronting house	0	0	38
Angle among the furzes	1	3	8
Terrace Plantation	1	1	15
Upper Down Hill Plantation	3	3	33
Lower ditto	1	0	16
Castle Plantation	4	3	24
Upper part of Downhill Plantation	3	2	9

And all and singular other the manors, messuages, farms, lands, tenements, and hereditaments, comprised in the above-recited indenture of settlement of the 15th December 1846, and the recited Act, or either of them.

LONDON : Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1874.