CHAPTER 7.

An Act to authorise the raising of certain Moneys on the Security of certain Estates in the county of Southampton, commonly known as the Tichborne Estates, and in the counties of Middlesex, Lincoln, Buckingham, and Dorset, commonly known as the Doughty Estates; and for other purposes. [16th July 1874.]

A.D. 1874.

28th January 1806. Settlement of Tichborne estates.

WHEREAS by an indenture of release, dated the twenty-eighth day of January one thousand eight hundred and six, grounded on a lease for a year, and made between Sir Henry Tichborne, Baronet, of the first part, Henry Joseph Tichborne, Esquire, of the second part, Sir Thomas Burke, Baronet, and Anne Burke, spinster, of the third part, Andrew Drummond and Maurice Nugent O'Connor, of the fourth part, the Right Honourable John Thomas Earl of Clanricarde and Francis Plowden of the fifth part, Robert Langley Appleyard of the sixth part, and Edmund Plowden and the said Robert Langley Appleyard of the seventh part; and by virtue of a common recovery suffered in Hilary Term in the forty-sixth year of the reign of His late Majesty King George the Third, being a settlement executed in contemplation of the marriage shortly afterwards solemnized between the said Henry Joseph Tichborne and Anne Burke, the manor of Tichborne, in the county of Southampton, and the mansion house in Tichborne aforesaid, and the lands, messuages, and hereditaments situate in the villages, hamlets, and parishes of Tichborne, Alresford, Cheriton, and Ovington, in the said county of Southampton, and in the said indenture more particularly described, and the manors of West Tisted and Merryfield and Pryors Dean and Colmore, in the said county of Southampton, and the lands, messuages, and hereditaments situate in the said several manors, or within the villages, hamlets, or parishes of Hawkley, Liss Abbess, East Meon, and Froxfield, in the said county of Southampton, and in the said indenture more particularly described, subject nevertheless as to parts of the said hereditaments to certain

A.D. 1874.

charges which have long since determined or been satisfied, were limited to the uses following; (that is to say,) as to certain specific parcels of land in East Meon, Froxfield, Hawkley, West Tisted, West Meon, Liss, and New Alresford respectively, to such uses as the said Henry Joseph Tichborne should by deed appoint; and as to the said several manors and all and singular other the hereditaments aforesaid to the uses following; (that is to say,) to the uses that the said Anne Burke should receive a jointure rentcharge of six hundred pounds a year after the death of the said Henry Joseph Tichborne, and during the residue of her life; and subject thereto to the use of the said Andrew Drummond and Maurice Nugent O'Connor, their executors, administrators, and assigns, for the term of two hundred years upon trusts for securing the said jointure rentcharge; and subject thereto to the use of the said Sir Henry Tichborne during his life, with remainder to the use of trustees to preserve the contingent remainders therein-after limited, with remainder to the use of the said Henry Joseph Tichborne during his life, with remainder to the use of trustees to preserve contingent remainders, with remainder to the use of the said Francis Plowden and Robert Langley Appleyard, their executors, administrators, and assigns, for the term of five hundred years upon the trusts therein-after declared for providing five thousand pounds, and such further sum as therein mentioned as and for portions for the younger children of the said intended marriage; and subject thereto to the use of the first and every other son of the said Henry Joseph Tichborne on the body of the said Anne Burke lawfully to be begotten successively in tail male, with remainder to the use of the first and every other son of the said Henry Joseph Tichborne on the body of any other wife to be begotten successively in tail male, with remainder to the use of the second and every other son of the said Sir Henry Tichborne on the body of his wife Dame Elizabeth Tichborne to be begotten successively in tail male, with remainder to the use of the survivor of the said Sir Henry Tichborne and Henry Joseph Tichborne, and the heirs and assigns of such survivor for ever; and in the said indenture of settlement was contained a covenant to surrender certain copyhold hereditaments holden of the manor of Cheriton, in the county of Southampton, to be held upon trusts corresponding as nearly as the difference of tenure would allow with the limitations therein-before declared of and concerning the freehold hereditaments in the said settlement comprised; and by the same indenture the site of the manor of Sevington, and other hereditaments held under lease for lives granted by the Bishop of Winchester, were conveyed unto the said Earl of Clanricarde and

A.D. 1874.

Francis Plowden, their heirs and assigns, in trust for such person or persons as should from time to time be entitled to the manors and freeholds of inheritance thereby limited in strict settlement, or as near thereto as the nature of the said leasehold premises and the rules of law and equity would permit:

16th July 1816. Appointment of new trustees of settlement of 1806.

And whereas by indentures of lease and release, dated the fifteenth and sixteenth days of July one thousand eight hundred and sixteen, the release made between the said Francis Plowden of the first part, the said Henry Joseph Tichborne and Anne his wife of the second part, Sir John Burke and John Wright of the third part, and George James Nicholson of the fourth part; and by indentures of lease and release, dated the nineteenth and twentieth days of July one thousand eight hundred and sixteen, the release made between the said George James Nicholson of the first part, the said Henry Joseph Tichborne and Anne his wife of the second part, and the said Sir John Burke and John Wright of the third part, the said Sir John Burke and John Wright were appointed to be trustees of the said settlement of the twenty-eighth day of January one thousand eight hundred and six, in the place of the said John Thomas Earl of Clanricarde (then deceased) and of the said Francis Plowden:

14th June 1821. Death of Sir Henry Tichborne.

And whereas the said Sir Henry Tichborne died on the fourteenth day of June one thousand eight hundred and twenty-one, having had seven sons by the said Dame Elizabeth his wife, and no more; (that is to say,) (1) the said Henry Joseph Tichborne his eldest son, who, upon his father's death, became Sir Henry Joseph Tichborne, Baronet, (2) Benjamin Edmund Tichborne (who died in one thousand eight hundred and ten without issue), (3) Edward Tichborne, (4) James Francis Tichborne, (5) John Michael Tichborne (who died in one thousand eight hundred and six without issue), (6) George Tichborne (who died in one thousand eight hundred and two without issue), and (7) Roger Robert Tichborne:

20th March 1822. Additional jointure for Dame Anne Tichborne.

And whereas the said Sir Henry Joseph Tichborne by a deed-poll dated the twentieth day of March one thousand eight hundred and twenty-two, in exercise of a power contained in the said settlement of the twenty-eighth day of January one thousand eight hundred and six, charged the said estates in the county of Southampton with the payment after his death of an additional jointure of two hundred pounds a year to his wife Dame Anne Tichborne during the residue of her life:

Will of Elizabeth Doughty,

And whereas Elizabeth Doughty, of Bedford Row, in the parish of St. Andrew, Holborn, in the county of Middlesex, spinster, made

A.D. 1874.

dated 8th June 1810.

and published her will, dated the eighth day of June one thousand eight hundred and ten, duly executed and attested as by law was then required for the devise of freehold estates, and after bequeathing to the several annuitants therein named certain annuities for their respective lives, the said testatrix directed that the said annuities should be charged upon and payable out of all and every her freehold lands, messuages, and premises in the parish of St. Andrew, Holborn, aforesaid; and the said testatrix devised all her freehold lands, messuages, and estates in the parishes of St Andrew, Holborn, and St. Pancras and St. Martin-in-the-Fields, in the county of Middlesex, and her freehold, copyhold, and leasehold estates in the county of Surrey, and the manors of West Barkwith and Snarford, and part of Panton, in the county of Lincoln, and the advowson of West Barkwith and the manor house and park in Snarford aforesaid, and all other her lands and real estate in the county of Lincoln, and all her real estate in the county of Buckingham, and all other her real estate, whatsoever and wheresoever, unto and to the use of the said Sir Henry Tichborne and Thomas Wright and George Ross, their heirs and assigns, in trust nevertheless to settle, limit, convey, and assure all and every the same several estates, hereditaments, and premises, in a strict course of settlement, as follows; that is to say, unto her cousin Benjamin Edmund Tichborne, in the said will called Benjamin Tichborne (the second son of the said Sir Henry Tichborne) for his life, with remainder to the first and other son and sons of the said Benjamin Edmund Tichborne successively in tail male, with remainder to Edward Tichborne (the third son of the said Sir Henry Tichborne) for his life, with remainder to the first and other son and sons of the said Edward Tichborne successively in tail male, with remainder to James Francis Tichborne, in the said will called James Tichborne (the fourth son of the said Sir Henry Tichborne) for his life, with remainder to the first and other son and sons of the said James Francis Tichborne successively in tail male, with divers remainders over; and the said testatrix declared that the limitations of her real estate therein-before directed to be settled were upon this express condition, that the said Benjamin Edmund Tichborne, and every other tenant for life under her will, when entitled to the possession of the said estates, should take the name of Doughty only, and should use the armorial bearings that she used; and the said testatrix empowered each tenant for life to jointure his wife to the extent of one fourth of the net rents or income of the said estates, and to charge the said estates with any sum or sums, not exceeding eight thousand pounds in the whole, for the portions.

A.D. 1874.

of younger children; and the said testatrix gave the residue of her personal estate unto the said Sir Henry Tichborne, Thomas Wright, and George Ross, upon trust to purchase real estate, to be settled to the uses aforesaid:

Third codicil to will of Elizabeth Doughty.

And whereas the said Elizabeth Doughty made a first codicil dated the eighteenth day of May one thousand eight hundred and fourteen, and a second codicil dated the twenty-ninth day of April one thousand eight hundred and twenty-two, and a third codicil dated the ninth day of July one thousand eight hundred and twenty-two, and by her said third codicil, after reciting the death of the said Sir Henry Tichborne and Benjamin Edmund Tichborne and Thomas Wright, and that since the date of her will she had purchased freehold, copyhold, and leasehold estates in the county of Surrey, the said testatrix bequeathed certain additional life annuities charged on her real estate in the said parish of St. Andrew, Holborn, and appointed the said John Wright and Christopher Haedy to be trustees of her will jointly with the said George Ross; and she devised and bequeathed all the freehold, copyhold, and leasehold estates devised by her will, and all other her freehold, copyhold, leasehold, and personal estates, unto the said George Ross, John Wright, and Christopher Haedy, their heirs, executors, administrators, and assigns respectively, upon the trusts therein-after expressed concerning the same respectively; (that is to say,) as to her freehold and copyhold estates, upon the trusts in her said will expressed, and which should at the time of her decease be subsisting or capable of taking effect in the freehold and copyhold estates thereby devised, as if the names of the said John Wright and Christopher Haedy had been inserted in her will instead of the names of the said Sir Henry Tichborne and Thomas Wright; and as to her leasehold estates, upon such trusts as would best correspond with the uses and trusts declared of her freehold and copyhold estates:

9th May 1826. Death of Elizabeth Doughty.

And whereas the said Elizabeth Doughty made a fourth codicil dated the fifth day of August one thousand eight hundred and twenty-four, and died on the ninth day of May one thousand eight hundred and twenty-six; and the said will and four codicils were proved by the said George Ross and Christopher Haedy, the executors thereof, in the Prerogative Court of the Archbishop of Canterbury, on the third day of June one thousand eight hundred and twenty-six:

Edward Tichborne assumes the name of Doughty.

And whereas the said Edward Tichborne shortly after the death of the said Elizabeth Doughty, by royal license, assumed and thenceforth bore the name and arms of Doughty in lieu of Tichborne:

A.D. 1874.

14th June 1827. Settlement of Doughty estates.

And whereas by an indenture of release grounded on a lease for a year, and dated the fourteenth day of June one thousand eight hundred and twenty-seven, and made between the said George Ross, John Wright, and Christopher Haedy of the one part, and the said Robert Langley Appleyard of the other part, the freehold manors and hereditaments devised by the said third codicil of the ninth day of July one thousand eight hundred and twenty-two as aforesaid, (but as to the hereditaments in the said parish of St. Andrew, subject to the life annuities charged thereon by the said will and codicils,) were conveyed to the uses by the said will and third codicil directed to be limited concerning the said hereditaments; and by the same indenture the said George Ross, John Wright, and Christopher Haedy declared that they would stand seised of the copyhold and leasehold hereditaments devised by the said third codicil, upon such trusts as would best correspond with the uses declared concerning the said freehold hereditaments:

16th June 1827. Settlement on marriage of Edward Doughty with the Honourable Katharine Arundell.

And whereas by an indenture dated the sixteenth day of June one thousand eight hundred and twenty-seven, and made between the said Edward Doughty of the first part, the Honourable Katharine, therein called Katharine Arundell, spinster, of the second part, and Charles Bodenham and Jarrard Edward Strickland and James Weld, of the third part, in consideration of the marriage which was shortly afterwards solemnized between the said Edward Doughty and Katharine Arundell the said Edward Doughty charged such of the said Doughty estates as were situate in the county of Middlesex with three hundred pounds a year for pin money, payable to the said Katharine Arundell, during the joint lives of the said Edward Doughty and Katharine Arundell, and with a jointure rentcharge of two thousand pounds a year for the said Katharine Arundell, in case she should survive the said Edward Doughty, during the residue of her life; and in exercise of the power in that behalf contained in the will of the said Elizabeth Doughty, the said Edward Doughty thereby charged the freehold estates in the county of Lincoln, therein particularly described, with the sum of eight thousand pounds for the portions of the younger children of the said Edward Doughty by the said Katharine Arundell, with interest thereon from the decease of the said Edward Doughty; and for better securing the said portions the said Edward Doughty appointed that the said hereditaments in the county of Lincoln should, from and after the decease of the said Edward Doughty, be and remain to the use of the said Charles Bodenham, Jarrard Edward Strickland, and James Weld, their executors, administrators, and assigns, for the term of five hundred

years, upon the trusts therein declared for raising the said sum of eight thousand pounds, and interest:

4th December 1828. Purchase by Edward Doughty of part of Upton estate.

And whereas by indentures of lease and release dated the third and fourth days of December one thousand eight hundred and twenty-eight, the release made between Benjamin Lester Lester and John Bingley Garland and Peter Jolliff and William Jubber Spurrier of the first part, Christopher Spurrier and Amey his wife of the second part, the said Edward Doughty of the third part, William Scudder Osbaldestone of the fourth part, Sarah Jolliff and the said Peter Jolliff of the fifth part, and Henry Fisher of the sixth part, the freehold hereditaments in the county of Dorset, therein particularly described (being part of the Upton estate herein-after mentioned), were granted and conveyed unto and to the use of the said William Scudder Osbaldestone, his heirs and assigns, in trust for the said Edward Doughty, his heirs and assigns for ever:

5th December 1828. Mortgage in fee thereof for £13,700.

And whereas by indentures of lease and release dated the fourth and fifth days of December one thousand eight hundred and twenty-eight, the release made between the said William Scudder Osbaldestone of the first part, the said Edward Doughty of the second part, George Petre of the third part, the said Henry Fisher of the fourth part, and James Hurtle Fisher of the fifth part, the hereditaments comprised in the lastly herein-before recited indenture were conveyed unto and to the use of the said George Petre, his heirs and assigns, by way of mortgage for securing the principal sum of thirteen thousand seven hundred pounds and interest:

5th December 1828. Purchase of Upton House by Doughty trustees.

And whereas by indentures of lease and release dated the fourth and fifth days of December one thousand eight hundred and twenty-eight, the release made between the said Benjamin Lester Lester and John Bingley Garland and Peter Jolliff and William Jubber Spurrier of the first part, the said Christopher Spurrier and Amey his wife of the second part, the said Edward Doughty of the third part, the said George Ross and John Wright and Christopher Haedy of the fourth part, John Robert Henderson and William Gardiner of the fifth part, the said Sarah Jolliff and Peter Jolliff of the sixth part, and the said James Hurtle Fisher of the seventh part, the mansion house called Upton House, and the other hereditaments in the county of Dorset therein particularly described, were granted and conveyed unto the said George Ross, John Wright, and Christopher Haedy, and their heirs, to the use of the said John Robert Henderson and William Gardiner, their executors, administrators, and assigns, for the term of one thousand five hundred years upon the trusts therein-after

A.D. 1874.

declared concerning the same; and subject thereto to the uses in the herein-before recited indenture of the fourteenth day of June one thousand eight hundred and twenty-seven declared concerning the freehold hereditaments therein comprised; and by the indenture now in recital it was declared that the said hereditaments were so limited to the said John Robert Henderson and William Gardiner, their executors, administrators, and assigns, for the said term of one thousand five hundred years, to the intent that the said hereditaments might be an indemnity to the said George Ross, John Wright, and Christopher Haedy against any claim that might thereafter be made upon the personal estate of the said Elizabeth Doughty, and it was thereby provided that if the executors or administrators for the time being of the said Elizabeth Doughty should at any time thereafter by any deed or writing declare that it had been ascertained to their satisfaction that there was then no outstanding claim upon the personal estate of the said Elizabeth Doughty, then the said term of one thousand five hundred years should cease:

21st March 1829. Additional jointure for Katharine Doughty.

And whereas by an indenture dated the twenty-first day of March one thousand eight hundred and twenty-nine, and made between the said Edward Doughty of the first part, the said Katharine, therein called Katherine, Doughty his wife of the second part, and the said Charles Bodenham and Jarrard Edward Strickland and James Weld of the third part, the said Edward Doughty charged the said Doughty estates in the county of Middlesex with the payment to the said Katharine Doughty, in case she should survive the said Edward Doughty, during the residue of her life, of an additional jointure rentcharge of five hundred pounds a year:

1st April 1829. Additional charge on Tichborne estates for younger children of Sir Henry Joseph Tichborne.

And whereas by a deed-poll dated the first day of April one thousand eight hundred and twenty-nine, the said Sir Henry Joseph Tichborne, in pursuance of a power reserved to him by the said settlement of the twenty-eighth day of January one thousand eight hundred and six, charged the said manors and other hereditaments comprised in the said term of five hundred years with the payment of the sum of three thousand pounds, as an addition to the sum of five thousand pounds by the said settlement directed to be raised under the trusts of the said term of five hundred years:

5th May 1829. Appointment of new trustee of Tichborne settlement of 1806.

And whereas by indentures of lease and release dated the fourth and fifth days of May one thousand eight hundred and twenty-nine, the release made between the said John Wright of the first part, the said Sir Henry Joseph Tichborne and Dame Anne Tichborne of the second part, the said Sir John Burke of the third part, James Scott of the fourth part, and the said George James Nicholson of

A.D. 1874.

the fifth part; and by indentures of lease and release dated the sixth and seventh days of May one thousand eight hundred and twenty-nine, the release made between the said George James Nicholson of the first part, the said Sir Henry Joseph Tichborne and Dame Anne Tichborne of the second part, and the said Sir John Burke and James Scott of the third part, the said James Scott was appointed to be a trustee of the said settlement of the twenty-eighth day of January one thousand eight hundred and six, in the place of the said John Wright:

26th May 1829. Sale by Tichborne trustees to Doughty trustees of estates at Hawkley and West Tisted.

And whereas by an indenture of release dated the twenty-sixth day of May one thousand eight hundred and twenty-nine, grounded on a lease for a year, and made between the said Sir John Burke and James Scott of the first part, the said Sir Henry Joseph Tichborne of the second part, the said Edward Doughty of the third part, the said George Ross, John Wright, and Christopher Haedy of the fourth part, and the said James Hurtle Fisher and Thomas Rhodes of the fifth part, the freehold farms, lands, and hereditaments in the parishes of Hawkley and West Tisted, therein particularly described, were appointed and assured to the use of the said James Hurtle Fisher and Thomas Rhodes, their executors, administrators, and assigns, for the term of one thousand years upon the trusts therein-after declared, and subject thereto to the uses in the herein-before recited indenture of the fourteenth day of June one thousand eight hundred and twenty-seven declared concerning the freehold hereditaments therein comprised; and by the indenture now in recital it was declared that the said hereditaments thereby limited to the use of the said James Hurtle Fisher and Thomas Rhodes for the said term of one thousand years were so limited to them to the intent that the same might be an indemnity to the said George Ross, John Wright, and Christopher Haedy, and the estate of the said Elizabeth Doughty, against any claim that might at any time thereafter be made upon the personal estate of the said Elizabeth Doughty; and if the executors or administrators for the time being of the said Elizabeth Doughty should at any time thereafter by any deed testify and declare that there was then no outstanding claim upon the personal estate of the said Elizabeth Doughty, then the said term of one thousand years should absolutely cease and determine:

5th April 1831. Katharine Doughty's jointure charged on the Lincoln estates in

And whereas by an indenture dated the fifth day of April one thousand eight hundred and thirty-one, and made between the said Edward Doughty of the first part, the said Katharine, therein called Katherine, Doughty his wife of the second part, and the said Charles Bodenham and Jarrard Edward Strickland and James Weld of the third part, the said Doughty estates in the county of

A.D. 1874.

addition to the Middlesex estates.

Lincoln were charged by the said Edward Doughty, in addition to the said Doughty estates in the county of Middlesex, with the payment of the said jointure rentcharges of two thousand pounds and five hundred pounds to the said Katharine Doughty; and the said estates in the county of Lincoln were appointed to the said Charles Bodenham, Jarrard Edward Strickland, and James Weld, their executors, administrators, and assigns, for the term of five hundred years, to commence from the decease of the said Edward Doughty, upon trust for securing the payment of the said several rentcharges:

5th April 1831. Disentail of the manors of Priors Dean and Colemore and other hereditaments.

And whereas by an indenture of release dated the fifth day of April one thousand eight hundred and thirty-one, grounded on a lease for a year, and made between the said Sir Henry Joseph Tichborne of the first part, the said Edward Doughty of the second part, the said Robert Langley Appleyard of the third part, and the said George James Nicholson of the fourth part, and by virtue of a common recovery suffered in Easter term in the first year of the reign of His late Majesty King William the Fourth, the said manors of Priors Dean and Colemore, and the hereditaments comprised in the said settlement of the twenty-eighth day of January one thousand eight hundred and six, and situate within the said manors or in the parishes of Priors Dean and Colemore, and also the hereditaments comprised in the said settlement, and situate in the parishes of Hawkley, Liss Abbiss, and Froxfield, were (subject as therein mentioned) limited to such uses as the said Sir Henry Joseph Tichborne and Edward Doughty should by deed jointly appoint:

11th May 1831. Appointment thereof to trustees upon trust for sale to raise additional portions for daughters of Sir Henry Joseph Tichborne.

And whereas by an indenture dated the eleventh day of May one thousand eight hundred and thirty-one, and made between the said Sir Henry Joseph Tichborne and Edward Doughty of the one part, and Michael Jones and Charles Thomas Talbot of the other part, the said Sir Henry Joseph Tichborne and Edward Doughty, in exercise of the power reserved to them by the said indenture of the fifth day of April one thousand eight hundred and thirty-one, appointed that the said manors of Priors Dean and Colemore, and the said hereditaments in the parishes of Priors Dean, Colemore, Hawkley, Liss Abbiss, and Froxfield, should (subject as therein mentioned) remain and be to the use of the said Michael Jones and Charles Thomas Talbot, their heirs and assigns, upon trust as soon as conveniently might be after the decease of the said Sir Henry Joseph Tichborne and failure of his male issue, to sell the said manors and hereditaments, and upon trust out of the moneys to arise by such sale to pay the costs of the sale and stand possessed of the

surplus thereof, and of the rents and profits of the said manors and hereditaments in the meantime; upon trust in the first place to pay a sum of sixteen thousand pounds secured on mortgage of certain hereditaments in Middlesex, created by an indenture dated the seventeenth day of January one thousand eight hundred and twenty-six, and made between the said Sir Henry Joseph Tichborne of the one part, John Samuel Hudson and Lancelot Shadwell of the other part, and to take an assignment of the said mortgage and the securities for the same, and to stand possessed of the said sixteen thousand pounds and the interests thereof upon the same trusts for the benefit of and by way of additional portions for the six daughters of the said Sir Henry Joseph Tichborne and Dame Anne his wife as were in the said settlement of the twenty-eighth day of January one thousand eight hundred and six declared of the said sum of five thousand pounds, thereby directed to be raised under the trusts of the said term of five hundred years; and in the next place to pay the said sums of five thousand pounds and three thousand pounds charged upon the manors and hereditaments comprised in the said settlement of the twenty-eighth day of January one thousand eight hundred and six, as and by way of portions for the younger children of the said Sir Henry Joseph Tichborne; and in the next place to pay the sum of three thousand pounds to Henry Danby Seymour and the said James Scott, or other the trustees or trustee for the time being of an indenture of settlement dated the thirty-first day of July one thousand eight hundred and twenty-seven, and executed on the marriage of the said James Francis Tichborne, and to stand possessed of the residue of the said sale moneys in trust for the said Edward Doughty, his executors, administrators, and assigns, as part of his personal estate:

Death of George Ross.

And whereas the said George Ross died on the fourth day of September one thousand eight hundred and thirty-five:

Death of Edmund Plowden.

And whereas the said Edmund Plowden died on the fourth day of April one thousand eight hundred and thirty-eight:

Death of C.T. Talbot.

And whereas the said Charles Thomas Talbot died on the thirtieth day of April one thousand eight hundred and thirty-eight:

Death of Robert Langley Appleyard.

And whereas the said Robert Langley Appleyard died on the eighth day of December one thousand eight hundred and forty-three, having made his will, dated the fourth day of December one thousand eight hundred and thirty-nine, whereof he appointed Richard Smith Appleyard, and Robert Prescott Appleyard, and Charles Appleyard the executors, and a codicil thereto dated the same day, whereby he devised and bequeathed all manors,

A.D. 1874.

messuages, farms, lands, and hereditaments, stocks, funds, moneys, securities, and effects vested in him as trustee for any person or persons whatsoever, and either in fee or for a term of years, or for any other estate or interest therein, unto the said Charles Appleyard, his heirs, executors, administrators, and assigns, according to the different natures of the same estates, but nevertheless upon the trusts upon which the said testator held the same respectively; and the said will and codicil were proved by the said Robert Prescott Appleyard and Charles Appleyard in the Prerogative Court of the Archbishop of Canterbury, on the fifth day of January one thousand eight hundred and forty-four:

1st May 1844. Disentail of Tichborne freehold estates.

And whereas by an indenture dated the first day of May one thousand eight hundred and forty-four, and made between the said Sir Henry Joseph Tichborne of the first part, the said Edward Doughty of the second part, and Edward Slaughter of the third part, and duly enrolled as a disentailing assurance, the freehold hereditaments then subject to the limitations of the said settlement of the twenty-eighth day of January one thousand eight hundred and six (but subject and without prejudice to the uses, trusts, estates, powers, and charges subsisting or capable of taking effect antecedent to the estate in tail male by the said settlement limited to the second and other son and sons of the said Sir Henry Joseph Tichborne and Dame Elizabeth his wife) were conveyed to such uses as the said Sir Henry Joseph Tichborne and Edward Doughty should by deed jointly direct or appoint:

Disentail of Tichborne copyholds of the manor of Cheriton.

And whereas by an indenture dated the first day of May one thousand eight hundred and forty-four, and made between the said Sir Henry Joseph Tichborne of the first part, the said Edward Doughty of the second part, and the said Sir Henry Joseph Tichborne of the third part, and duly enrolled as a disentailing assurance, the copyhold hereditaments of the manor of Cheriton aforesaid, then subject to the trusts of the said settlement of the twenty-eighth day of January one thousand eight hundred and six (but subject to the estates, powers, and charges antecedent to the estate of the second and other son and sons of the said Sir Henry Joseph Tichborne and Dame Elizabeth his wife), were granted to the said Sir Henry Joseph Tichborne, his heirs and assigns, in trust for such persons and such estates or interests as the said Sir Henry Joseph Tichborne and Edward Doughty should by deed jointly direct and appoint:

4th May 1844. Re-settle-

And whereas by an indenture dated the fourth day of May one thousand eight hundred and forty-four, and made between the said

A.D. 1874.

ment of Tichborne estates.

Sir Henry Joseph Tichborne of the first part, the said Edward Doughty of the second part, the said James Francis Tichborne of the third part, the said Roger Robert Tichborne of the fourth part, John Markham Carter and Renfric Arundell of the fifth part, the said Michael Jones and James Scott of the sixth part, and William Plowden and James Winter Scott of the seventh part, the said Sir Henry Joseph Tichborne and Edward Doughty appointed that the manors and freehold hereditaments assured by the first herein-before recited indenture of the first day of May one thousand eight hundred and forty-four, and all other the freehold hereditaments then subject to the uses of the said settlement of the twenty-eighth day of January one thousand eight hundred and six, should (subject and without prejudice to the uses, estates, powers, and charges by the said settlement limited to take effect antecedently to the uses and estate limited to the second and other son and sons of the said Sir Henry Joseph Tichborne and Dame Elizabeth his wife) be and remain to the uses following; that is to say, to the use of the said Michael Jones and James Scott, their executors, administrators, and assigns, for the term of two hundred years from the death of the said Sir Henry Joseph Tichborne in case he should die without leaving issue male living at his death, upon the trusts therein-after declared, and subject thereto to the use of the said Edward Doughty during his life, with remainder to the use of trustees to preserve the contingent remainders therein-after limited, with remainder to the use of the said William Plowden and James Winter Scott, their executors, administrators, and assigns, for the term of one thousand two hundred years, upon the trusts therein-after declared, and subject thereto to the use of the first and every other son of the said Edward Doughty successively in tail male, with remainder to the use of the said James Francis Tichborne during his life, with remainder to trustees to preserve contingent remainders, with remainder to the use of Roger Charles Tichborne (the first son of the said James Francis Tichborne) during his life, with remainder to the use of trustees to preserve contingent remainders, with remainder to the use of the first and every other son of the said Roger Charles Tichborne successively in tail male, with remainder to the use of Alfred Joseph Tichborne (the second son of the said James Francis Tichborne) during his life, with remainder to the use of trustees to preserve contingent remainders, with remainder to the use of the first and every other son of the said Alfred Joseph Tichborne successively in tail male, with remainder to the use of every other son of the said James Francis Tichborne successively in tail male, with remainder to the use of the said Roger Robert

A.D. 1874.

Tichborne during his life, with remainder to the use of trustees to preserve contingent remainders, with remainder to the use of the first and every other son of the said Roger Robert Tichborne successively in tail male, with remainder to the use of the said Sir Henry Joseph Tichborne, his heirs and assigns; and it was thereby declared that the said term of two hundred years was limited to the said Michael Jones and James Scott, their executors, administrators, and assigns, upon trust to raise such money as should be sufficient to pay so much of the sum of three thousand pounds, directed by the said indenture of the eleventh day of May one thousand eight hundred and thirty-one to be paid to the trustees of the marriage settlement of the said James Francis Tichborne, as the trust funds of the said indenture of the eleventh day of May one thousand eight hundred and thirty-one should not be sufficient to pay; and it was thereby declared that the said term of one thousand two hundred years was limited to the said William Plowden and James Winter Scott, their executors, administrators, and assigns, upon trust to raise the sum of thirty-two thousand pounds in the manner and in such event as therein mentioned, and hold the same upon trust for Katharine Mary Elizabeth Doughty (therein called Catherine Doughty), the only child of the said Edward Doughty; and by the indenture now in recital the said Sir Henry Joseph Tichborne and Edward Doughty appointed that the copyhold hereditaments then subject to the uses and trusts of the said settlement of the twenty-eighth day of January one thousand eight hundred and six should (subject and without prejudice to the uses, estates, powers, and charges by the said settlement limited to take effect antecedently to the uses and estates limited to the second and other son and sons of the said Sir Henry Joseph Tichborne and Dame Elizabeth his wife) be and remain to such uses and upon such trusts as should correspond as nearly as the difference of tenures would permit with the uses therein-before declared concerning the freehold hereditaments firstly therein-before settled; and by the indenture now in recital the site of the manor of Sevington, and all other the hereditaments then held by lease for lives or grant from the Bishop of Winchester, were conveyed unto the said John Markham Carter and Renfric Arundell, their heirs and assigns, in remainder expectant upon and subject and without prejudice to the trusts, estates, powers, and charges then subsisting or capable of taking effect under the said settlement of the twenty-eighth day of January one thousand eight hundred and six, antecedent to the estate in the nature of an estate in tail male, thereby limited to the second and other sons of the said Sir Henry

A.D. 1874.

Joseph Tichborne and Dame Elizabeth his wife, but discharged from the estate in the nature of an estate in tail male of the said Edward Doughty, and all reversions thereupon expectant or depending, upon trust to renew the lease of the said manor and premises as occasion should require, and to stand seised of and interested in the said manor and premises, in trust for such person or persons as should from time to time be entitled to the freehold hereditaments thereby settled for such estates, and upon such trusts and with such powers as were therein-before mentioned and declared concerning the said freehold estates, or as near thereto as the nature of the said leasehold premises and the rules of law and equity would permit; and by the indenture now in recital the said manors of Priors Dean and Colemore, and all other the hereditaments comprised in the said indenture of the eleventh day of May one thousand eight hundred and thirty-one, were (subject and without prejudice to the estate of the said Michael Jones and Charles Thomas Talbot, their heirs and assigns, and to the trusts of the said indenture of the eleventh day of May one thousand eight hundred and thirty-one) conveyed as real and not as personal estate to the uses therein-before declared concerning the freehold hereditaments firstly therein-before settled:

Death of Jarrard Edward Strickland.

And whereas the said Jarrard Edward Strickland died on the seventh day of August one thousand eight hundred and forty-four:

25th November 1844. Transfer of £13,700 mortgage on part of Upton to Thomas Gardnor.

And whereas by an indenture dated the twenty-fifth day of November one thousand eight hundred and forty-four, and made between Henry Petre (who was the heir-at-law and also the administrator of the goods and effects of the said George Petre, then deceased) of the first part, the said Edward Doughty of the second part, and Thomas Gardnor of the third part, the said mortgage of the fifth day of December one thousand eight hundred and twenty-eight was transferred to the said Thomas Gardnor, and the said mortgaged hereditaments were conveyed to him, his heirs and assigns, subject to redemption on payment of the said principal sum of thirteen thousand seven hundred pounds, and interest:

2nd June 1845. Death of Sir Henry Joseph Tichborne; his will and codicil.

And whereas the said Sir Henry Joseph Tichborne died on the second day of June one thousand eight hundred and forty-five, having previously made his will dated the twelfth day of August one thousand eight hundred and thirty-one, and a codicil thereto dated the third day of August one thousand eight hundred and forty-two, and by his said will and codicil the said testator charged his reversion or remainder in fee simple in the said freehold hereditaments at Tichborne, West Tisted, and elsewhere in the county of Southampton, comprised in his marriage settlement (or such

A.D. 1874.

parts thereof as had not been sold) with the payment to the said Dame Anne Tichborne during her life of an annuity of two hundred pounds, in addition to the jointure provided for her by his said marriage settlement, and also in addition to the jointure provided for her by the herein-before recited deed-poll of the twenty-ninth day of March one thousand eight hundred and twenty-two, and, subject to the said annuity of two hundred pounds, the said testator devised his said reversion and remainder in fee simple to the uses following; that is to say, to the use of his daughter Elizabeth Anne, the wife of the Right Honourable Joseph Thaddeus Lord Dormer, during her life, with remainder to the use of trustees to preserve the contingent remainders therein-after limited, with remainder to the use of the second and every other subsequently born son of the said Elizabeth Anne Lady Dormer successively in tail male, with divers remainders over; and the said testator devised his reversion or remainder in fee simple in the copyhold or customary hereditaments in his said marriage settlement covenanted to be surrendered as therein mentioned unto and to the use of the said Sir John Burke and Robert Langley Appleyard, their heirs and assigns, in trust for such person or persons as should under his said will from time to time be entitled to the said freehold hereditaments for such estates as were therein-before expressed concerning the same freehold hereditaments, or as near thereto as the nature of copyhold estates and the rules of law and equity would permit; and the said testator devised his reversion or remainder in the site of the manor of Sevington, and other lifehold hereditaments comprised in or then subject to the uses or trusts of the said marriage settlement, unto and to the use of the said Sir John Burke and Robert Langley Appleyard, their heirs and assigns, upon trust for renewal as in the said will mentioned, and subject thereto in trust for such person or persons as should under his said will be entitled to the said freehold hereditaments of inheritance for such estates as were therein-before expressed concerning the said freehold hereditaments of inheritance, or as near thereto as the nature of the said lifehold premises and the rules of law and equity would permit:

Issue of Sir Henry Joseph Tichborne.

And whereas the said Sir Henry Joseph Tichborne had issue seven daughters and no son, and of the said seven daughters the eldest, Elizabeth Anne, became the wife and is now the widow of the Right Honourable Joseph Thaddeus Lord Dormer; and the second, Frances Katharine, became the wife of the Right Honourable Henry Benedict Lord Arundell of Wardour, and died on the nineteenth day of April one thousand eight hundred and thirty-six; and the third, Julia, became the wife and afterwards the widow of the said Charles

A.D. 1874.

Thomas Talbot, and subsequently became and is now the wife of Washington Hibbert, Esquire; and the fourth, Mary, died in the year one thousand eight hundred and twenty-seven a spinster and an infant; and the fifth, Katharine Caroline, became the wife and is now the widow of William Greenwood, Esquire; and the sixth, Lucy Ellen, became and is now the wife of John Townley, Esquire; and the seventh, Emily Blanche, became the wife and afterwards the widow of John Benett, Esquire, and subsequently became the wife and is now the widow of Matthew James Higgins, Esquire:

Edward Doughty succeeded to the baronetcy.

And whereas upon the death of the said Sir Henry Joseph Tichborne his brother the said Edward Doughty succeeded to the baronetcy and became Sir Edward Doughty, Baronet:

6th October 1846. Appointment of new trustees of deed of 11th May 1831.

And whereas by an indenture dated the sixth day of October one thousand eight hundred and forty-six, and made between the said Michael Jones of the one part and the Honourable Thomas William Gage and Edward Hopkins of the other part, the said Thomas William Gage and Edward Hopkins were appointed trustees of the herein-before recited indenture of the eleventh day of May one thousand eight hundred and thirty-one, in the place of the said Charles Thomas Talbot and Michael Jones, and all and singular the manors and hereditaments comprised in or then subject to the trusts of the said indenture of the eleventh day of May one thousand eight hundred and thirty-one were conveyed unto and to the use of the said Thomas William Gage and Edward Hopkins, their heirs and assigns, upon the trusts of the said indenture of the eleventh day of May one thousand eight hundred and thirty-one, or such of them as were then subsisting:

25th March 1847. Purchase of land at Upton.

And whereas by an indenture dated the twenty-fifth day of March one thousand eight hundred and forty-seven, and made between the Southampton and Dorchester Railway Company of the first part, the said Sir Edward Doughty of the second part, and the said John Robert Henderson and William Gardiner of the third part, the piece of land in the county of Dorset therein particularly described was conveyed to the uses of the secondly herein-before recited indenture of the fifth day of December one thousand eight hundred and twenty-eight declared concerning the hereditaments therein comprised:

6th December 1848. Purchase of lands at Priors' Dean.

And whereas by an indenture dated the sixth day of December one thousand eight hundred and forty-eight, and made between the said John Wright of the first part, the said Thomas William Gage of the second part, the said Sir Edward Doughty of the third part, and the said James Francis Tichborne and Sir Edward Doughty of the fourth part, the hereditaments therein particularly described, and

A.D. 1874.

situate within the manor or parish of Priors' Dean aforesaid, were conveyed to the use of the said James Francis Tichborne, his executors, administrators, and assigns, for the term of five hundred years, for securing to him the sum of two thousand three hundred and seventy-four pounds and interest, and subject thereto to the uses declared in the herein-before recited indenture of the fourth day of May one thousand eight hundred and forty-four concerning the hereditaments therein comprised, except only the limitation to the use of the said Sir Henry Joseph Tichborne, his heirs and assigns, and after the expiration or failure of such uses, to the use of the said James Francis Tichborne, his heirs and assigns:

Death of RogerRobert Tichborne.

And whereas the said Roger Robert Tichborne died on the third day of November one thousand eight hundred and forty-nine, without having had any issue:

8th May 1850. Disentail of Doughty freehold estates.

And whereas by an indenture dated the eighth day of May one thousand eight hundred and fifty, and made between the said Sir Edward Doughty of the first part, the said James Francis Tichborne of the second part, the said Roger Charles Tichborne of the third part, and Llewellyn Mostyn of the fourth part, and duly enrolled as a disentailing assurance, all the manors and freehold hereditaments of which the said Roger Charles Tichborne was tenant in tail male by virtue of the will and third codicil of the said Elizabeth Doughty and the said indenture of the fourteenth day of June one thousand eight hundred and twenty-seven were (subject and without prejudice to the uses, trusts, estates, powers, and charges antecedent to the estate in tail male limited to the first son of the said James Francis Tichborne) assured to such uses as the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne should by deed appoint; and the said Roger Charles Tichborne thereby declared that the said James Francis Tichborne, in respect of his life estate in the hereditaments subject to the limitations of the will and third codicil of the said Elizabeth Doughty and the said indenture of the fourteenth day of June one thousand eight hundred and twenty-seven, should be discharged from all conditions requiring him to take the name of Doughty:

Disentail of Doughty copyholds of the manor of Chesham.

And whereas by an indenture dated the eighth day of May one thousand eight hundred and fifty, and made between the said Sir Edward Doughty of the first part, the said James Francis Tichborne of the second part, the said Roger Charles Tichborne of the third part, and the said Llewellyn Mostyn of the fourth part, and duly enrolled as a disentailing assurance, the copyhold hereditaments of the manor of Chesham Higham, in the county of Buckingham, which were then subject to the trusts of the will and third

codicil of the said Elizabeth Doughty and the said indenture of the fourteenth day of June one thousand eight hundred and twenty-seven, were assured unto the said Llewellyn Mostyn, his heirs and assigns, (subject to the uses, trusts, estates, powers, and charges antecedent to the equitable estate in tail male limited to the first son of the said James Francis Tichborne,) in trust for the said Roger Charles Tichborne, his heirs and assigns: A.D. 1874.

9th May 1850. Appointment of Nos. 1–15 in Bedford Row to trustees for 700 years to raise £10,000.

And whereas by an indenture dated the ninth day of May one thousand eight hundred and fifty, and made between the said Sir Edward Doughty, and James Francis Tichborne, and Roger Charles Tichborne of the one part, and Edward Slaughter and Vincent Gosford of the other part, the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne appointed the fifteen messuages known as numbers one to fifteen in Bedford Row, in the parish of Saint Andrew, Holborn, to the use of the said Edward Slaughter and Vincent Gosford, their executors, administrators, and assigns, for the term of seven hundred years, upon the trusts therein-after declared concerning the same, and subject thereto to the uses declared in the first herein-before recited indenture of the eighth day of May one thousand eight hundred and fifty; and by the indenture now in recital it was declared that the said term of seven hundred years was limited to the said Edward Slaughter and Vincent Gosford, their executors, administrators, and assigns, upon trust as soon as conveniently might be after the decease of the said Sir Edward Doughty and the default or failure of his issue male, by mortgage or otherwise to raise ten thousand pounds, with interest at a rate not exceeding five pounds per centum per annum from the decease of the said Sir Edward Doughty or failure of his issue male, which should last happen, and the costs and expenses of the said trustees in the execution of the trusts thereof, and to pay the said sum of ten thousand pounds, and the interest thereof, to such person as the said Sir Edward Doughty should by writing or by his will appoint, and in default to his executors or administrators as part of his personal estate:

9th May 1850. Appointment of Doughty estates in Middlesex, Lincoln, and Bucks to trustees for 800 years to raise £100,000.

And whereas by an indenture dated the ninth day of May one thousand eight hundred and fifty, and made between the said Sir Edward Doughty, and James Francis Tichborne, and Roger Charles Tichborne of the one part, and the said Thomas William Gage and Edward Hopkins of the other part, the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne appointed the freehold hereditaments in the several counties of Middlesex, Lincoln, and Buckingham therein particularly described, to the use of the said Thomas William Gage and Edward Hopkins, their

A.D. 1874.

executors, administrators, and assigns, for the term of eight hundred years, upon the trusts therein-after declared concerning the same, and subject thereto to the uses declared in the first herein-before recited indenture of the eighth day of May one thousand eight hundred and fifty; and by the indenture now in recital it was declared that the copyhold hereditaments situate at Chesham, in the county of Buckingham, and being part of the estates of the said Elizabeth Doughty, should be subject, as far as the tenure thereof would admit, to the charge thereby created, and it was thereby declared that the said term of eight hundred years was so limited to the said Thomas William Gage and Edward Hopkins, their executors, administrators, and assigns, upon trust, in case there should be a failure of issue male of the said Sir Edward Doughty at his decease, then that the said trustees should, as soon as conveniently might be, by mortgage or otherwise, raise the sum of one hundred thousand pounds, and stand possessed thereof, upon such trusts as the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne should jointly by deed appoint:

9th May 1850. Gardnor's mortgage for £13,700 extended to the whole of Upton estate. Settlement of the equity of redemption.

And whereas by an indenture dated the ninth day of May one thousand eight hundred and fifty, and made between the said Sir Edward Doughty of the first part, the said James Francis Tichborne of the second part, the said Roger Charles Tichborne of the third part, the said Thomas Gardnor of the fourth part, and the said Llewellyn Mostyn of the fifth part, the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne appointed that (subject to the life estates of the said Sir Edward Doughty and James Francis Tichborne, and to the limitation thereof to the male issue, if any, of the said Sir Edward Doughty) the said mansion house called Upton House, and all other the hereditaments then subject to the uses declared in the secondly herein-before recited indenture of the fifth day of December one thousand eight hundred and twenty-eight, and the piece of land conveyed by the herein-before recited indenture of the twenty-fifth day of March one thousand eight hundred and forty-seven, should thenceforth be and remain to the use of the said Thomas Gardnor, his heirs and assigns, by way of further security for the said principal sum of thirteen thousand and seven hundred pounds and interest secured by the first herein-before recited indenture of the fifth day of December one thousand eight hundred and twenty-eight and the said transfer of the twenty-fifth day of November one thousand eight hundred and forty-four; and by the indenture now in recital, and for better securing the said principal money and interest, the

A.D. 1874.

said Sir Edward Doughty and James Francis Tichborne respectively conveyed the said hereditaments to the said Thomas Gardnor, his heirs and assigns, for the lives of the said Sir Edward Doughty and James Francis Tichborne, and the life of the survivor of them; and by the indenture now in recital it was declared that on payment and satisfaction of the said mortgage, as well all the hereditaments thereby appointed and assured as also all the hereditaments comprised in the said indenture of the twenty-fifth day of November one thousand eight hundred and forty-four should be conveyed to the uses following, or such of them as should be then subsisting or capable of taking effect; (that is to say,) to the use of the said Sir Edward Doughty during his life, with remainder to the use of the said James Francis Tichborne during his life, with remainder to the use of the said Roger Charles Tichborne, his heirs and assigns; and by the indenture now in recital the said Sir Edward Doughty conveyed all the hereditaments comprised in the first herein-before recited indenture of the fifth day of December one thousand eight hundred and twenty-eight, or his equity of redemption thereof, to the said Llewellyn Mostyn, his heirs and assigns, to the use of the said Sir Edward Doughty during his life, with remainder to the use of the said James Francis Tichborne during his life, with remainder to the use of the said Roger Charles Tichborne, his heirs and assigns; and it was thereby declared that as between the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne, and their respective representatives, the said hereditaments should be the primary security for the payment of the said mortgage debt, to the exoneration therefrom of the said Sir Edward Doughty and James Francis Tichborne, except only that the said Sir Edward Doughty should keep down the interest during his life, and that the said James Francis Tichborne surviving him should in like manner keep down the interest during the residue of his life:

10th May 1850. Re-settlement of estates at Hawkley and West Tisted. Declaration of trusts of the £100,000.

And whereas by an indenture dated the tenth day of May one thousand eight hundred and fifty, and made between the said Sir Edward Doughty of the first part, the said James Francis Tichborne of the second part, the said Roger Charles Tichborne of the third part, and the said Thomas William Gage and Edward Hopkins of the fourth part, the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne appointed that the said freehold hereditaments devised by the said Elizabeth Doughty as aforesaid, and also the hereditaments situate at Hawkley and West Tisted comprised in the herein-before recited indenture of the twenty-sixth day of May one thousand eight hundred and

A.D. 1874.

twenty-nine, should (subject and without prejudice to the uses, trusts, estates, powers, and charges to which the said hereditaments comprised in the said disentailing assurance of the ninth day of May one thousand eight hundred and fifty were subject, and subject also to the said term of eight hundred years and the trusts thereof) be and remain to the uses therein-after declared concerning the same; that is to say, as to the said freehold hereditaments at Hawkley and West Tisted comprised in the said indenture of the twenty-sixth day of May one thousand eight hundred and twenty-nine, to the use of the said Roger Charles Tichborne during his life, with remainder to the use of the first and every other son of the said Roger Charles Tichborne successively in tail male, with remainder to the use of the said Alfred Joseph Tichborne during his life, with remainder to the use of the first and every other son of the said Alfred Joseph Tichborne successively in tail male, with remainder to the use of the third and every other son of the said James Francis Tichborne successively in tail male, with remainder to the use of the said Roger Charles Tichborne, his heirs and assigns, and as to all other the hereditaments therein-before appointed (subject as aforesaid), to the use of the said Roger Charles Tichborne, his heirs and assigns; and by the indenture now in recital the said Sir Edward Doughty appointed certain hereditaments at Cheriton therein particularly described, to the use of the said Sir Edward Doughty during his life, with remainder to the use of the first and every other son of the said Sir Edward Doughty successively in tail male, with remainder to the use of the said James Francis Tichborne during his life, with remainder to such uses as were therein-before declared concerning the said freehold hereditaments at Hawkley and West Tisted, subject only to such lien thereon as might be vested in the said James Francis Tichborne for the sum of two thousand pounds contributed by him towards the purchase money of the said hereditaments at Cheriton; and by the indenture now in recital the said Sir Edward Doughty covenanted to surrender certain copyholds of the manor of Cheriton to such uses or upon such trusts as should correspond with the uses therein-before declared concerning the said freeholds at Cheriton; and by the indenture now in recital the said James Francis Tichborne granted his remainder or reversion in the hereditaments comprised in the herein-before recited indenture of the sixth day of December one thousand eight hundred and forty-eight (subject to the said term of five hundred years, and to the uses and limitations prior to the limitation to the said James Francis Tichborne, his heirs and assigns, and subject to the said sum of two thousand three hundred

A.D. 1874.

and seventy-four pounds and interest) unto and to the use of the said Roger Charles Tichborne, his heirs and assigns; and by the indenture now in recital the said Sir Edward Doughty, James Francis Tichborne, and Roger Charles Tichborne appointed that the trustees or trustee of the said term of eight hundred years should stand possessed of the said sum of one hundred thousand pounds as and when the same should become raisable under the trusts of the said term, upon trust in the first place to pay the several sums of sixteen thousand pounds, five thousand pounds, and three thousand pounds, amounting together to twenty-four thousand pounds, which by the said indenture of the eleventh day of May one thousand eight hundred and thirty-one were directed to be raised by sale of the hereditaments therein comprised for the portions for the daughters of the said Sir Henry Joseph Tichborne, and the sum of three thousand pounds directed to be raised in like manner and paid to the trustees of the marriage settlement of the said James Francis Tichborne, and in the next place, when the sum of thirty-two thousand pounds charged upon the hereditaments comprised in the said indenture of the fourth day of May one thousand eight hundred and forty-four, under the trusts of the said term of one thousand two hundred years, for the portion of the said Katharine Mary Elizabeth Doughty, should become raisable to pay and satisfy the same sum, and upon payment of all or any of the said charges respectively to procure assignments thereof, to be made to or in trust for the trustees or trustee for the time being of the said sum of one hundred thousand pounds, in order to keep the said charges in force for the purposes therein-after declared, and in the next place to pay the said sum of two thousand three hundred and seventy-four pounds to the said James Francis Tichborne, and to pay to the said James Francis Tichborne and Sir Edward Doughty respectively, or their respective executors, administrators, or assigns, the sums of two thousand pounds and two hundred pounds therein mentioned in extinction of the said several charges, and as to the residue of the said sum of one hundred thousand pounds, upon trust to lay out the same in the purchase of freehold or copyhold hereditaments, or of leasehold lands or tenements held for lives customarily renewable, or for any term of years of which not less than one hundred years should be unexpired at the time of the purchase, and to cause the hereditaments and premises which should be so purchased to be settled and assured to the use of the said James Francis Tichborne during his life, with remainder to the use of the said Roger Charles Tichborne during his life, with remainder to the use of the first and every other son of the said Roger Charles

A.D. 1874.

Tichborne successively in tail male, with remainder to the use of the said Alfred Joseph Tichborne during his life, with remainder to the use of the first and every other son of the said Alfred Joseph Tichborne successively in tail male, with remainder to the use of the said Roger Charles Tichborne, his heirs and assigns; and in and by the indenture now in recital it was provided that, notwithstanding the trusts therein-before declared of the residue of the said sum of one hundred thousand pounds, it should be lawful for the trustees or trustee for the time being, with the consent in writing of the said Roger Charles Tichborne, his heirs or assigns, to apply any competent part or parts of the said sum of one hundred thousand pounds in or towards procuring the enfranchisement of any copyhold or lifehold hereditaments which were or should be subject to the uses and trusts of the said indenture of the fourth day of May one thousand eight hundred and forty-four; and in and by the indenture now in recital it was provided that, upon payment by the said trustees or trustee of the said several sums of sixteen thousand pounds, five thousand pounds, three thousand pounds, and thirty-two thousand pounds, or any of them, the said trustees or trustee should cause assignments to be made of such charges respectively, and of the securities for the same, at the expense of the said trust funds, to or in trust for themselves or himself, and should stand possessed of the charges and securities so assigned, upon such trusts as were therein-before declared of the residue of the said sum of one hundred thousand pounds directed to be laid out in the purchase of real estates:

10th June 1850. Assignment of £10,000 raiseable under trusts of 700 years term.

And whereas by an indenture dated the tenth day of June one thousand eight hundred and fifty, and made between the said Sir Edward Doughty of the one part and Edward Carter and Henry Bonham Carter of the other part, the sum of ten thousand pounds raiseable under the trusts of the term of seven hundred years created by the first herein-before recited indenture of the ninth day of May one thousand eight hundred and fifty was assigned to the said Edward Carter and Henry Bonham Carter, their executors, administrators, and assigns:

10th December 1852. Mortgage in fee for £1,320 by Roger Charles Tichborne of his reversion in the Doughty

And whereas by an indenture dated the tenth day of December one thousand eight hundred and fifty-two, and made between the said Roger Charles Tichborne of the one part and James Calvert and the said John Markham Carter of the other part, all and every the manors, messuages, farms, lands, and hereditaments situate in the counties of Middlesex, Buckingham, and Lincoln respectively of which the said Roger Charles Tichborne was seised for an estate of inheritance in fee simple after the death and failure of issue male

of the said Sir Edward Doughty, and after the death of the said James Francis Tichborne, were conveyed unto and to the use of the said James Calvert and John Markham Carter, their heirs and assigns, by way of mortgage for securing one thousand three hundred and twenty pounds and interest, as therein mentioned :

estates in Middlesex, Bucks, and Lincoln.

And whereas the said Sir Edward Doughty died on the fifth day of March one thousand eight hundred and fifty-three, leaving him surviving his daughter the said Katharine Mary Elizabeth Doughty, but without having had any male issue except one son, namely, Henry Tichborne Doughty, who was born on the eighth day of August one thousand eight hundred and twenty-nine and died on the thirtieth day of May one thousand eight hundred and thirty-five :

5th March 1853. Death of Sir Edward Doughty without male issue, and

And whereas upon the death of the said Sir Edward Doughty his brother the said James Francis Tichborne succeeded to the baronetcy, and by royal license assumed the additional name of Doughty before the name of Tichborne, and became Sir James Francis Doughty Tichborne, Baronet :

Succession of his brother James Francis to the baronetcy.

And whereas by an indenture dated the sixteenth day of April one thousand eight hundred and fifty-three, and made between the said Sir James Francis Doughty Tichborne of the first part, Dame Henriette Felicité Tichborne, therein called "Harriet Felicite Tichborne," his wife of the second part, and the said Henry Danby Seymour and Vincent Gosford of the third part, the said Sir James Francis Doughty Tichborne charged such of the said Doughty estates as were situate in the counties of Middlesex, Lincoln, Buckingham, Southampton, and Dorset, and were of freehold tenure, with the payment after his death to the said Dame Henriette Felicité Tichborne during the residue of her life of a jointure rentcharge of one thousand six hundred pounds a year, and appointed the said hereditaments to the said Henry Danby Seymour and Vincent Gosford, their executors, administrators, and assigns, for the term of five hundred years, upon trusts for securing the payment of the said jointure rentcharge :

16th April 1853. Appointment of £1,600 jointure out of Doughty estates to Dame Henriette Felicité Tichborne.

And whereas the said Dame Anne Tichborne died on the twelfth day of August one thousand eight hundred and fifty-three :

Death of Dame Anne Tichborne.

And whereas the said Roger Charles Tichborne died on or about the twenty-sixth day of April one thousand eight hundred and fifty-four, having made his will, dated the sixteenth day of June one thousand eight hundred and fifty-two, whereby he devised all and singular the freehold, copyhold, and leasehold estates in the counties of Middlesex, Surrey, Lincoln, Buckingham, and Dorset, or elsewhere, of or to which he was seised or entitled under or by virtue of

Will of Roger Charles Tichborne.

A.D. 1874.

the herein-before recited indentures of the eighth and tenth days of May one thousand eight hundred and fifty, or either of them, and which were commonly called or known by the name of the Doughty estates, unto and to the use of the said Vincent Gosford and Edward Slaughter, their heirs, executors, administrators, and assigns, upon the trusts therein-after declared concerning the same; (that is to say,) upon trust to permit the testator's cousin, the said Katharine Mary Elizabeth Doughty (therein called Catherine Doughty), so long as she should remain unmarried, to reside in and occupy the house called Upton House, with the grounds and appurtenances thereto belonging, and as to the last-mentioned hereditaments, subject and without prejudice to the trust aforesaid, and as to all other the estates and hereditaments therein-before devised and bequeathed, from and immediately after the testator's decease, or from the time of the same respectively falling into possession and becoming subject to the provisions of his will, upon trust to receive the rents and profits thereof, and to manage the said estates and hereditaments as therein mentioned, and after payment of expenses to pay and satisfy thereout all interest which should become payable in respect of any charges or incumbrances upon the same estates and hereditaments or any part thereof, and the testator's debts and funeral and testamentary expenses and legacies, or so much thereof as his personal estate should not be able to pay; and subject to the payments aforesaid, upon further trust out of the said rents and profits to pay such annuity or annuities as therein mentioned to his brother the said Alfred Joseph Tichborne during his life, and after his decease to pay such jointure, not exceeding one thousand pounds a year, as the said Alfred Joseph Tichborne, in exercise of the power therein-after contained, should appoint to or in favour of any woman whom he might marry; and subject to the payment aforesaid, upon further trust from time to time, and so long as the rules of law or equity would permit, to apply the residue of the said rents and profits in discharging the aforesaid incumbrances on the Doughty estates, or some parts thereof, of eight thousand pounds, ten thousand pounds, one hundred thousand pounds, and thirteen thousand seven hundred pounds, and all interest thereon, and all other charges or incumbrances to which the same estates or any part thereof should be liable at his decease, and all expenses relating thereto; but as to the said jointure rentcharges for the said Dame Katharine, therein called Katherine Doughty, or any other annual sum then charged thereon, the same to be kept down but not otherwise paid off or discharged; and as to such parts of the Doughty estates as were situate in the county of Surrey, and all

such other parts of the same estates wherever situate, as were of leasehold tenure, the said testator directed the said trustee or trustees to sell the same, and apply the clear moneys to arise therefrom in or towards discharging incumbrances in like manner as therein-before directed with respect to the surplus rents and profits of the said estates therein-before devised; and subject and without prejudice to the trusts aforesaid, the said testator directed that his said trustees or trustee for the time being should convey and assure all and every part of the said estates and hereditaments called the Doughty estates (other than those in the county of Surrey and those of leasehold tenure) to the uses following; that is to say, to the use of the said Alfred Joseph Tichborne during his life, and after his decease, as to such of the said Doughty estates as were situate in the county of Middlesex, to the use of the first and every other son of the said Alfred Joseph Tichborne successively in tail male, and as to such of the said Doughty estates as were situate in the several counties of Lincoln, Buckingham, and Dorset, or elsewhere (save in Surrey or Middlesex), to the use of the second and every other younger son of the said Alfred Joseph Tichborne successively in tail male, with remainder to the use of the first son of the said Alfred Joseph Tichborne in tail male, and in default of any issue male of the said Alfred Joseph Tichborne, then as to the whole of the said Doughty estates (other than in the county of Surrey) to the use of the testator's cousin the said Katharine Mary Elizabeth Doughty (therein called Catherine Doughty) during her life, with remainder to the use of the second and every other younger son of the said Katharine Mary Elizabeth Doughty successively in tail male, with remainder to the use of the first son of the said Katharine Mary Elizabeth Doughty in tail male, and in default of any issue male of the said Katharine Mary Elizabeth Doughty to the use of the first and every other daughter of the said Alfred Joseph Tichborne successively in tail male, with remainder to the use of the first and every other daughter of the said Katharine Mary Elizabeth Doughty successively in tail male, with remainder to the use of the testator's cousin Everard Aloyzius Gonzaga Arundell (therein called Everard Arundell) during his life, with remainder to the use of the first and every other son of the said Everard Aloyzius Gonzaga Arundell successively in tail male, with remainder to the use of the testator's own right heirs for ever; and the said testator devised the remainder in fee simple limited to his use under and by virtue of the said indentures of the eighth and tenth days of May one thousand eight hundred and fifty, or one

A.D. 1874.

of them, of and in the said freehold hereditaments at Hawkley and West Tisted, and the said hereditaments at Cheriton and Priors Dean, and all other the aforesaid hereditaments in the county of Southampton, and the hereditaments to be purchased with the residue of the said sum of one hundred thousand pounds, or the incumbrances to be paid off thereout, or other his interest in the said sum of one hundred thousand pounds or the charges to be paid off thereout, unto and to the use of his cousin James Charlemagne Dormer (therein called James Dormer, second son of the said Elizabeth Anne Lady Dormer), in tail male, with remainder to such uses as were therein-before declared concerning the said Doughty estates in the county of Middlesex from and after the cesser of the trust for payment of incumbrances:

Death of Roger Charles Tichborne without issue.

And whereas the said Roger Charles Tichborne died a bachelor and leaving his father the said Sir James Francis Doughty Tichborne his heir-at-law:

17th October 1854. Settlement on marriage of Joseph Percival Pickford Radcliffe with Katharine Mary Elizabeth Doughty.

And whereas by an indenture dated the seventeenth day of October one thousand eight hundred and fifty-four, and made between Joseph Percival Pickford Radcliffe, Esquire, (now Sir Joseph Percival Pickford Radcliffe, Baronet,) of the first part, the said Katharine Mary Elizabeth Doughty, therein called Katherine Doughty, spinster, of the second part, and Edward Weld, and the Honourable John Dormer (now Lord Dormer), and Francis Henry Salvin of the third part, in consideration of the marriage which was shortly afterwards solemnized between the said Joseph Percival Pickford Radcliffe and Katharine Mary Elizabeth Doughty, the sum of eight thousand pounds charged upon the said hereditaments in the county of Lincoln by the herein-before recited indenture of the sixteenth day of June one thousand eight hundred and twenty-seven was assigned to the said Edward Weld, John Dormer, and Francis Henry Salvin, their executors, administrators, and assigns, upon the trusts therein declared:

Death of John Wright.

And whereas the said John Wright died on the eighteenth day of January one thousand eight hundred and fifty-five:

Death of Thomas William Gage.

And whereas the said Thomas William Gage died on the twenty-sixth day of January one thousand eight hundred and fifty-five:

Death of James Weld.

And whereas the said James Weld died on the twenty-fourth day of February one thousand eight hundred and fifty-five:

25th June 1855. Assignment of £8,000 charged on Doughty Lincoln

And whereas by an indenture dated the twenty-fifth day of June one thousand eight hundred and fifty-five, and made between the said Charles Bodenham of the first part, the said Edward Weld, John Dormer, and Francis Henry Salvin of the second part, the said Joseph Percival Pickford Radcliffe and Katharine Mary

A.D. 1874.

estates to Henry Danby Seymour and Edward Hopkins.

Elizabeth, therein called Katharine, his wife, of the third part, the said Sir James Francis Doughty Tichborne of the fourth part, and the said Henry Danby Seymour and Edward Hopkins of the fifth part, the said sum of eight thousand pounds was assigned to the said Henry Danby Seymour and Edward Hopkins, their executors, administrators, and assigns, and the said hereditaments in the county of Lincoln were assigned to the said Henry Danby Seymour and Edward Hopkins, their executors, administrators, and assigns, for the residue of the said term of five hundred years, subject to redemption on payment of the said sum of eight thousand pounds and interest; and by the indenture now in recital the said hereditaments comprised in the said term of five hundred years were charged with the sum of fifty-eight pounds advanced by the said Sir James Francis Doughty Tichborne for costs, with interest thereon as therein mentioned:

15th July 1856. Mortgage for £57,000 raised under trusts of 800 years term.

And whereas by an indenture dated the fifteenth day of July one thousand eight hundred and fifty-six, and made between the said Edward Hopkins of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the Right Reverend Charles James Lord Bishop of London, and the Right Reverend Edward Lord Bishop of Durham, and the Right Reverend Charles Richard Lord Bishop of Winchester of the third part, the hereditaments comprised in the said term of eight hundred years created by the secondly herein-before recited indenture of the ninth day of May one thousand eight hundred and fifty were assigned to the said Bishops of London, Durham, and Winchester, their executors, administrators, and assigns, for the residue of the said term of eight hundred years, subject to redemption on payment of the sum of fifty-seven thousand pounds and interest, as therein mentioned; and by the indenture now in recital the copyholds of the manor of Chesham aforesaid were charged with the same sum and interest:

Payment thereout of £16,000, £5,000, £3,000, and £32,000.

And whereas the said Edward Hopkins, out of the said sum of fifty-seven thousand pounds raised as aforesaid, paid and discharged the said sums of sixteen thousand pounds, and five thousand pounds, and three thousand pounds, making together twenty-four thousand pounds, raiseable for portions of the daughters of the said Sir Henry Joseph Tichborne as aforesaid, and the sum of thirty-two thousand pounds raiseable for the portion of the daughter of the said Sir Edward Doughty as aforesaid:

15th July 1856. Assignment of £32,000 to E. Hopkins as sur-

And whereas by an indenture dated the fifteenth day of July one thousand eight hundred and fifty-six, and made between the said Joseph Percival Pickford Radcliffe and Katharine Mary Elizabeth, therein called Katharine, his wife, of the first part, the said Edward

A.D. 1874.

viving trustee of the £100,000 fund.

Weld and John Dormer and Francis Henry Salvin of the second part, the said William Plowden and James Winter Scott of the third part, the said Sir James Francis Doughty Tichborne of the fourth part, and the said Edward Hopkins of the fifth part, the said sum of thirty-two thousand pounds directed to be raised by the herein-before recited indenture of the fourth day of May one thousand eight hundred and forty-four was assigned to the said Edward Hopkins, his executors, administrators, and assigns, and the hereditaments comprised in the said term of one thousand two hundred years were assigned unto the said Edward Hopkins, his executors, administrators, and assigns, for the residue of the said term, subject to the equity of redemption subsisting therein; and by the indenture now in recital the said Edward Hopkins covenanted that he would stand possessed of the said sum of thirty-two thousand pounds, and of the hereditaments comprised in the said term of one thousand two hundred years, upon the trusts in the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty declared concerning the residue of the said sum of one hundred thousand pounds:

24th November 1856. Release from £16,000 by daughters of Sir Henry Joseph Tichborne and their representatives.

And whereas by deed poll dated the twenty-fourth day of November one thousand eight hundred and fifty-six, under the hands and seals of the said Joseph Thaddeus Lord Dormer and Elizabeth Anne Lady Dormer, and the said Henry Benedict Lord Arundell of Wardour, and William Robertson, and Edward Frederick Devenish, and the said William Greenwood and Catherine Caroline his wife, and the said John Townley, and the said William Robertson, and George Greenwood, and Lord Charles Wellesley, and the said Washington Hibbert and Julia his wife, and the said John Townley and Lucy Ellen his wife, and the said Matthew James Higgins and Emily Blanche his wife, and the Right Honourable Thomas Lord Camoys and Henry Arundell, and the said William Robertson, and Renfric Arundell, and Charles Appleyard, and Edmund Goddard, and the said William Greenwood and Catherine Caroline his wife, the said several persons released the said Edward Hopkins, as surviving trustee of the herein-before recited indenture of the eleventh day of May one thousand eight hundred and thirty-one, from the sum of sixteen thousand pounds thereby directed to be raised by way of additional portions for the daughters of the said Sir Henry Joseph Tichborne:

24th November 1856. Assignment of £5,000 and £3,000 to Edward

And whereas by an indenture dated the twenty-fourth day of November one thousand eight hundred and fifty-six, and made between the said Joseph Thaddeus Lord Dormer and George Fortescue Turville of the first part, the said Thomas Lord Camoys,

A.D. 1874.

Hopkins as trustee of the £100,000 fund.

and Charles Burke, and Edmund Jerningham of the second part, the said John Townley of the third part, the said Matthew James Higgins and Emily Blanche his wife of the fourth part, the said William Greenwood of the fifth part, the said John Townley, and William Robertson, and George Greenwood, and Lord Charles Wellesley of the sixth part, the said Sir James Francis Doughty Tichborne of the seventh part, the said Charles Appleyard of the eighth part, and the said Edward Hopkins of the ninth part, (and another indenture thereupon indorsed and dated the twenty-fifth day of November one thousand eight hundred and fifty-six, and made between the said Thomas Lord Camoys and Henry Arundell, and William Robertson, and Renfric Arundell of the first part, the said Matthew James Higgins and Emily Blanche his wife of the second part, and the said Edward Hopkins of the third part,) the several sums of five thousand pounds and three thousand pounds, provided as portions for the younger children of the said Sir Henry Joseph Tichborne by the herein-before recited indenture of the twenty-eighth day of January one thousand eight hundred and six and the deed poll of the first day of April one thousand eight hundred and twenty-nine, were assigned to the said Edward Hopkins, his executors, administrators, and assigns, and the hereditaments then comprised in or subject to the trusts of the said term of five hundred years were assigned to the said Edward Hopkins, his executors, administrators, and assigns, for the residue of the said term, and the said Edward Hopkins thereby covenanted that he, his executors, administrators, and assigns, should stand possessed of the said sums of five thousand pounds and three thousand pounds, and of the said hereditaments, for the residue of the said term, upon the trusts in the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty declared concerning the residue of the said sum of one hundred thousand pounds:

2d December 1856. Declarations of trust by Edward Hopkins of the £16,000.

And whereas by an indenture dated the second day of December one thousand eight hundred and fifty-six, and made between the said Edward Hopkins of the one part and the said Sir James Francis Doughty Tichborne of the other part, the said Edward Hopkins covenanted and declared that he, his heirs and assigns, should stand seised and possessed of the said manors of Priors Dean and Colemore, and all other the hereditaments comprised in the herein-before recited indenture of the eleventh day of May one thousand eight hundred and thirty-one, upon trust as to the sum of sixteen thousand pounds thereby directed to be raised on the sale of the said manors and hereditaments to stand possessed thereof

A.D. 1874.

upon the trusts in the said indenture of the tenth day of May one thousand eight hundred and fifty declared concerning the residue of the said sum of one hundred thousand pounds:

And whereas the said Charles James Lord Bishop of London died on the fifth day of August one thousand eight hundred and fifty-seven, and the said Edward Lord Bishop of Durham resigned his see, and was thenceforward known as Bishop Maltby:

19th March 1858. Transfer of the mortgage for £57,000.

And whereas by an indenture dated the nineteenth day of March one thousand eight hundred and fifty-eight, and made between the said Edward Bishop Maltby and Charles Richard Lord Bishop of Winchester of the first part, the Right Honourable and Right Reverend Archibald Campbell Lord Bishop of London, and the said Charles Richard Bishop of Winchester, and the Very Reverend Richard Chenevix Trench, Dean of Westminster, and the Venerable Benjamin Harrison, Archdeacon of Maidstone, of the second part, and the Venerable William Hale Hale, Archdeacon of London, of the third part; and by an indenture dated the said nineteenth day of March one thousand eight hundred and fifty-eight, and made between the said William Hale Hale of the one part and the said Archibald Campbell Bishop of London, and Charles Richard Bishop of Winchester, and Richard Chenevix Trench, and Benjamin Harrison, of the other part, the said mortgage for fifty-seven thousand pounds created by the herein-before recited indenture of the fifteenth day of July one thousand eight hundred and fifty-six was assigned to the said Bishop of London, Bishop of Winchester, Richard Chenevix Trench, and Benjamin Harrison; and the said mortgaged hereditaments were assigned to them, their executors, administrators, and assigns, for the residue of the said term of eight hundred years, subject to the equity of redemption subsisting therein:

8th April 1858. Appointment of Sir PyersMostyn and Francis Fortescue Turville as trustees of the will of Roger Charles Tichborne.

And whereas by an indenture dated the eighth day of April one thousand eight hundred and fifty-eight, and made between the said Vincent Gosford and Edward Slaughter of the one part and Sir Pyers Mostyn and Francis Fortescue Turville of the other part, the said Sir Pyers Mostyn and Francis Fortescue Turville were appointed trustees of the will of the said Roger Charles Tichborne in the place of the said Vincent Gosford and Edward Slaughter; and by the same indenture all the freehold hereditaments and other real estate not being of copyhold tenure by the said will devised to the said Vincent Gosford and Edward Slaughter were conveyed unto and to the use of the said Sir Pyers Mostyn and Francis Fortescue Turville, their heirs and assigns, upon the trusts in the said will declared concerning the same respectively; and by the same inden-

A.D. 1874.

ture the said Vincent Gosford and Edward Slaughter covenanted to surrender the copyhold hereditaments devised to them by the said will to the use of the said Sir Pyers Mostyn and Francis Fortescue Turville, their heirs and assigns, according to the customs of the several manors, but upon the trusts in the said will declared concerning the same respectively:

15th June 1858. Appointment of William Mostyn and Vincent Gosford as trustees of the £100,000 fund.

And whereas by an indenture dated the fifteenth day of June one thousand eight hundred and fifty-eight, and made between the said Edward Hopkins of the first part, the said Sir James Francis Doughty Tichborne of the second part, and William Mostyn and the said Vincent Gosford of the third part, the said William Mostyn and Vincent Gosford were appointed trustees of the secondly herein-before recited indenture of the ninth day of May one thousand eight hundred and fifty, in the place of the said Thomas William Gage and Edward Hopkins; and the said Edward Hopkins assigned all the hereditaments comprised in the said term of eight hundred years unto the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the residue of the said term of eight hundred years, upon the trusts of the said indenture of the ninth day of May one thousand eight hundred and fifty:

Appointment of William Mostyn and Vincent Gosford as trustees of the deed of 10th May 1850.

And whereas by another indenture dated the same fifteenth day of June one thousand eight hundred and fifty-eight, and made between the said Edward Hopkins of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said William Mostyn and Vincent Gosford of the third part, the said William Mostyn and Vincent Gosford were appointed trustees of the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty, in the place of the said Thomas William Gage and Edward Hopkins:

Assignment of the £32,000 to William Mostyn and Vincent Gosford.

And whereas by an indenture dated the fifteenth day of June one thousand eight hundred and fifty-eight, and made between the said Edward Hopkins of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said William Mostyn and Vincent Gosford of the third part, the said sum of thirty-two thousand pounds was assigned to the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, and the hereditaments comprised in the said term of one thousand two hundred years were assigned to the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the residue of the said term, subject to the equity of redemption therein, nevertheless upon the trusts declared as aforesaid concerning the residue of the said sum of one hundred thousand pounds:

A.D. 1874.

Assignment of the £5,000 and £3,000 to William Mostyn and Vincent Gosford.

And whereas by another indenture dated the same fifteenth day of June one thousand eight hundred and fifty-eight, and made between the said Edward Hopkins of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said William Mostyn and Vincent Gosford of the third part, the said several sums of five thousand pounds and three thousand pounds were assigned to the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, and the hereditaments comprised in the said term of five hundred years were assigned to the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the residue of the said term, subject to the equity of redemption therein, nevertheless upon the trusts declared as aforesaid concerning the residue of the said sum of one hundred thousand pounds:

Assignment of the £16,000 to William Mostyn and Vincent Gosford.

And whereas by another indenture dated the same fifteenth day of June one thousand eight hundred and fifty-eight, and made between the said Edward Hopkins of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said William Mostyn and Vincent Gosford of the third part, the said sum of sixteen thousand pounds was assigned to the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, upon the trusts declared as aforesaid concerning the residue of the said sum of one hundred thousand pounds:

Declaration by surviving executor of Elizabeth Doughty.

And whereas by a deed poll dated the twenty-third day of August one thousand eight hundred and fifty-eight, the said Christopher Haedy, the surviving executor of the said Elizabeth Doughty, declared that it had been ascertained to his satisfaction that there was then no outstanding claim upon the personal estate of the said Elizabeth Doughty:

Appointment of Sir Pyers Mostyn and William Mostyn and Francis Fortescue Turville as trustees of the will of Elizabeth Doughty.

And whereas by an indenture dated the twenty-third day of August one thousand eight hundred and fifty-eight, and made between the said Christopher Haedy of the one part, and the said Sir Pyers Mostyn and William Mostyn of the other part, the said Sir Pyers Mostyn and William Mostyn were appointed trustees of the said will and third codicil of the said Elizabeth Doughty in the place of the said George Ross and John Wright respectively then deceased; and by an indenture dated the twenty-fourth day of August one thousand eight hundred and fifty-eight, and made between the said Christopher Haedy of the first part, the said Sir Pyers Mostyn and William Mostyn of the second part, the said Francis Fortescue Turville of the third part, and the said Sir Pyers Mostyn, William Mostyn, and Francis Fortescue Turville of the

A.D. 1874.

fourth part, the said Francis Fortescue Turville was appointed trustee of the said will and third codicil in the place of the said Christopher Haedy; and by the last-mentioned indenture the said Christopher Haedy covenanted to surrender the copyhold hereditaments therein described to the use of the said Sir Pyers Mostyn, William Mostyn, and Francis Fortescue Turville, their heirs and assigns, according to the customs of the respective manors, but upon such trusts as would best correspond with the uses by the said indenture of the fourteenth day of June one thousand eight hundred and twenty-seven, declared concerning the freehold hereditaments therein comprised:

10th December 1858. Further charge for £10,000 raised under trusts of 800 years term.

And whereas by an indenture dated the tenth day of December one thousand eight hundred and fifty-eight, and made between the said William Mostyn and Vincent Gosford of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said Archibald Campbell Bishop of London, Charles Richard Bishop of Winchester, Richard Chenevix Trench, and Benjamin Harrison of the third part, the said hereditaments comprised in the herein-before recited indenture of mortgage of the fifteenth day of July one thousand eight hundred and fifty-six were charged with the payment to the said Bishop of London, Bishop of Winchester, Richard Chenevix Trench, and Benjamin Harrison, their executors, administrators, and assigns, of the further sum of ten thousand pounds and interest:

Payment of and release from £2,374, £2,000, and £200.

And whereas the said William Mostyn and Vincent Gosford out of the said sum of ten thousand pounds paid to the said Sir James Francis Doughty Tichborne the two several sums of two thousand three hundred and seventy-four pounds and two thousand pounds, and to the executors of the said Sir Edward Doughty the sum of two hundred pounds, mentioned in the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty; and by an indenture dated the fifteenth day of December one thousand eight hundred and fifty-eight, and made between the said Sir James Francis Doughty Tichborne of the first part, James Cuddon of the second part, the said Dame Katharine, therein called Katherine, Doughty and Vincent Gosford (who were the executors of the said Sir Edward Doughty) of the third part, and the said William Mostyn and Vincent Gosford of the fourth part, the hereditaments respectively charged with or subject to a lien for the said several sums were released and discharged therefrom, and the said charges respectively were extinguished:

Advance of £2,000 on mortgage of

And whereas the said William Mostyn and Vincent Gosford out of the residue of the said sum of ten thousand pounds advanced two

A.D. 1874.

Hermitage Farm.

thousand pounds on mortgage of a freehold estate called Hermitage Farm, in the county of Southampton, belonging to the said Sir James Francis Doughty Tichborne, and one thousand three hundred and twenty pounds on a transfer of the herein-before recited mortgage of the tenth day of December one thousand eight hundred and fifty-two, as herein-after mentioned:

15th December 1858. Transfer of £1,320 mortgage on Doughty estates to William Mostyn and Vincent Gosford.

And whereas by an indenture dated the fifteenth day of December one thousand eight hundred and fifty-eight, and made between the said James Calvert and John Markham Carter of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said James Cuddon of the third part; and by an indenture dated the same fifteenth day of December one thousand eight hundred and fifty-eight, and made between the said James Cuddon of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said William Mostyn and Vincent Gosford of the third part, the herein-before recited mortgage of the tenth day of December one thousand eight hundred and fifty-two, for securing one thousand three hundred and twenty pounds and interest, was transferred to the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, and the said manors, messuages, farms, lands, and hereditaments in the counties of Middlesex, Buckingham, and Lincoln respectively were conveyed unto and to the use of the said William Mostyn and Vincent Gosford, their heirs and assigns, subject to the equity of redemption therein then subsisting under the said indenture of the tenth day of December one thousand eight hundred and fifty-two:

Purchase of copyhold at Cheriton out of the £100,000 fund.

And whereas in the year one thousand eight hundred and fifty-nine the said William Mostyn and Vincent Gosford, as trustees of the said sum of one hundred thousand pounds, purchased for the sum of one hundred and sixty-nine pounds a copyhold tenement holden of the manor of Cheriton aforesaid, and the said William Mostyn and Vincent Gosford were admitted tenants of the said copyhold tenement on the fourteenth day of March one thousand eight hundred and fifty-nine:

And whereas in the year one thousand eight hundred and fifty-nine the said William Mostyn and Vincent Gosford, as trustees of the said sum of one hundred thousand pounds, agreed to purchase for the sum of three thousand two hundred pounds certain copyhold tenements holden of the respective manors of Cheriton and Cheriton Parsonage; and by an indenture dated the first day of December one thousand eight hundred and fifty-nine, and made between the said Edward Hopkins of the first part, Elizabeth Whitear of the second part, and the said William Mostyn and Vincent Gosford of

A.D. 1874.

the third part, the said copyhold hereditaments were covenanted to be surrendered to the use of the said William Mostyn and Vincent Gosford, their heirs and assigns, according to the custom of the respective manors, and the said William Mostyn and Vincent Gosford have since been admitted tenants of the said copyhold hereditaments:

30th November 1859. Further charge for £3,500 raised under trusts of 800 years term.

And whereas by an indenture dated the thirtieth day of November one thousand eight hundred and fifty-nine, and made between the said William Mostyn and Vincent Gosford of the first part, the said Sir James Francis Doughty Tichborne of the second part, and the said Archibald Campbell Bishop of London, Charles Richard Bishop of Winchester, Richard Chenevix Trench, and Benjamin Harrison of the third part, the said hereditaments comprised in the herein-before recited indenture of mortgage of the fifteenth day of July one thousand eight hundred and fifty-six were charged with the payment to the said Bishop of London, Bishop of Winchester, Richard Chenevix Trench, and Benjamin Harrison, their executors, administrators, and assigns, of the further sum of three thousand five hundred pounds and interest:

And whereas the said William Mostyn and Vincent Gosford, out of the said sum of three thousand five hundred pounds so raised as aforesaid, paid the said several sums of one hundred and sixty-nine pounds and three thousand two hundred pounds, being the purchase moneys of the said copyhold hereditaments at Cheriton aforesaid:

18th May 1860. Admittance of trustees to the Chesham copyholds.

And whereas the said Sir Pyers Mostyn, William Mostyn, and Francis Fortescue Turville, as trustees of the will and third codicil of the said Elizabeth Doughty, were admitted tenants of the copyhold hereditaments of the manor of Chesham Higham at a court holden for the said manor on the eighteenth day of May one thousand eight hundred and sixty:

29th January 1861. Appointment of additional jointure for Dame Henriette Felicité Tichborne.

And whereas by an indenture dated the twenty-ninth day of January one thousand eight hundred and sixty-one, and made between the said Sir James Francis Doughty Tichborne of the first part, the said Dame Henriette Felicité Tichborne, his wife, of the second part, and the said Henry Danby Seymour and Vincent Gosford of the third part, the said Sir James Francis Doughty Tichborne charged such of the Doughty estates as were comprised in the herein-before recited indenture of the sixteenth day of April one thousand eight hundred and fifty-three with the payment after his death to the said Dame Henriette Felicité Tichborne during the residue of her life of a further jointure rentcharge of four hundred pounds a year:

A.D. 1874.

15th April 1861. Settlement on marriage of Alfred Joseph Doughty Tichborne with the Honourable Teresa Mary Josephine Arundell.

And whereas by an indenture dated the fifteenth day of April one thousand eight hundred and sixty-one, and made between the said Alfred Joseph, therein called Alfred Joseph Doughty Tichborne, he having assumed the name of Doughty in addition to the surname of Tichborne, of the first part, the said Henry Benedict Lord Arundell and the Honourable Teresa Mary Josephine Arundell, therein called Teresa Mary Arundell, of the second part, the said Edward Weld and Reginald Talbot of the third part, and William Throckmorton, now Sir William Throckmorton, Baronet, and the said William Mostyn of the fourth part, in consideration of the marriage which was shortly afterwards solemnized between the said Alfred Joseph Doughty Tichborne and Teresa Mary Josephine Arundell, the said Alfred Joseph Doughty Tichborne, in exercise of a power given to him by the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty, irrevocably appointed unto the said Teresa Mary Josephine Arundell, in case the said marriage should be solemnized and she should survive him, a yearly rentcharge of eight hundred pounds, to be charged upon the hereditaments at Hawkley, West Tisted, and Cheriton, comprised in the said indenture of the tenth day of May one thousand eight hundred and fifty, and the hereditaments by the same indenture directed to be purchased and settled, and which had been or should be so purchased and settled, and upon any part of the said sum of one hundred thousand pounds which should be applicable but should not have been applied in any such purchase, or in paying the charges thereby directed to be paid, and upon the said several charges of sixteen thousand pounds, five thousand pounds, three thousand pounds, three thousand pounds, and thirty-two thousand pounds, by the said indenture of the tenth day of May one thousand eight hundred and fifty directed to be paid and assigned; and the said Alfred Joseph Doughty Tichborne in further exercise of the said power appointed that all the hereditaments therein-before charged with the said rentcharge of eight hundred pounds should, from and immediately after his decease, go, remain, and be to the use of the said Edward Weld and Reginald Talbot, their executors, administrators, and assigns, for the term of ninety-nine years, upon the trusts therein declared for securing the payment of the said rentcharge; and the said Alfred Joseph Doughty Tichborne, in exercise of a power given to him by the will of the said Roger Charles Tichborne, irrevocably appointed unto the said Teresa Mary Josephine Arundell, in case the said marriage should be solemnized and she should survive him, a yearly rentcharge of one thousand pounds, to be charged upon the here-

ditaments in the counties of Middlesex, Lincoln, and Buckingham by the said will devised in settlement; and the said Alfred Joseph Doughty Tichborne, in further exercise of the said power, appointed that all the hereditaments therein-before charged with the said rentcharge of one thousand pounds should, from and immediately after his decease, go, remain, and be to the use of the said Edward Weld and Reginald Talbot, their executors, administrators, and assigns, for the term of ninety-nine years, upon the trusts therein declared for securing the payment of the said rentcharge:

Will and death of Sir James Francis Doughty Tichborne.

And whereas the said Sir James Francis Doughty Tichborne died on the eleventh day of June one thousand eight hundred and sixty-two, having made his will, dated the sixth day of February one thousand eight hundred and sixty-one, and a codicil thereto, dated the first day of March one thousand eight hundred and sixty-two, whereby he devised the remainder or reversion in fee simple, by the will of the said Roger Charles Tichborne limited to the right heirs of the said Roger Charles Tichborne, to the use of the said Alfred Joseph Doughty Tichborne during his life, with remainder to the use of the first and other sons of the said Alfred Joseph Doughty Tichborne successively in tail male, and for default of such issue to the use of the right heirs of the body of the said Alfred Joseph Doughty Tichborne, and for default of such issue to the use of the testator's wife, Dame Henriette Felicité Tichborne, her heirs and assigns, for ever:

Issue male of Sir James Francis Doughty Tichborne.

And whereas the said Sir James Francis Doughty Tichborne died without having had any son other than the said Roger Charles Tichborne and Alfred Joseph Doughty Tichborne, and upon his death the said Alfred Joseph Doughty Tichborne succeeded to the baronetcy and became Sir Alfred Joseph Doughty Tichborne, Baronet:

Death of Edward Slaughter.

And whereas the said Edward Slaughter died on the twenty-fourth day of July one thousand eight hundred and sixty-two:

Appointment of William Mostyn as trustee of Roger Charles Tichborne's will in place of Francis Fortescue Turville.

And whereas by an indenture dated the third day of October one thousand eight hundred and sixty-two, and made between the said Sir Pyers Mostyn of the one part, and the said William Mostyn of the other part, and an indenture dated the twenty-third day of April one thousand eight hundred and sixty-three, and made between the said Sir Pyers Mostyn and Francis Fortescue Turville of the one part, and the said William Mostyn of the other part, the said William Mostyn was appointed a trustee of the will of the said Roger Charles Tichborne in the place of the said Francis Fortescue Turville, and the freehold hereditaments and other real estate not being of copyhold tenure devised by the said will, and then vested in the said Sir Pyers Mostyn and Francis Fortescue Turville, were

A.D. 1874.

conveyed to the use of the said Sir Pyers Mostyn and William Mostyn, their heirs and assigns, upon the trusts in the said will declared concerning the same:

23d January 1863. Disentail by the Honourable James C. Dormer of his estate tail in Tichborne estates under the will of Roger Charles Tichborne.

And whereas by an indenture dated the twenty-third day of January one thousand eight hundred and sixty-three, and made between the said James Charlemagne Dormer (second son of the said Elizabeth Anne Lady Dormer) of the first part, the said Sir Alfred Joseph Doughty Tichborne of the second part, and Francis Ridout Ward of the third part, and duly enrolled as a disentailing assurance, the said James Charlemagne Dormer, with the consent of the said Sir Alfred Joseph Doughty Tichborne, granted all the hereditaments known as the Tichborne Estate, and all other (if any) the hereditaments in the county of Southampton or elsewhere, and the hereditaments to be purchased with the residue of the said sum of one hundred thousand pounds of or to which the said James Charlemagne Dormer under the will of the said Roger Charles Tichborne was or might become seised or entitled for an estate in tail male in remainder expectant on the decease and failure of issue male of the said Sir Alfred Joseph Doughty Tichborne, unto the said Francis Ridout Ward, his heirs and assigns (subject to the uses, estates, and powers precedent to the estate of the said James Charlemagne Dormer), to the use of the said James Charlemagne Dormer, his heirs and assigns; and by the indenture now in recital the said James Charlemagne Dormer, with the consent of the said Sir Alfred Joseph Doughty Tichborne, assigned all or so much of the said sum of one hundred thousand pounds and every other sum (if any) subject to be laid out in the purchase of lands to be settled so that the said James Charlemagne Dormer would have therein an estate in tail male under the will of the said Roger Charles Tichborne, unto the said Francis Ridout Ward, his executors, administrators, and assigns (subject to the rights, interests, and powers precedent to the estate tail of the said James Charlemagne Dormer), in trust for the said James Charlemagne Dormer, his executors, administrators, and assigns:

Death of John Markham Carter.

And whereas the said John Markham Carter died on the ninth day of June one thousand eight hundred and sixty-three:

Will and death of Thomas Gardnor.

And whereas the said Thomas Gardnor died on the ninth day of September one thousand eight hundred and sixty-three, having made his will, dated the twenty-eighth day of March one thousand eight hundred and sixty-three, and a codicil thereto, dated the twentieth day of August one thousand eight hundred and sixty-three, whereby he devised all real estate which should be vested in him on mortgage unto his executors therein-after named, their heirs and assigns, subject to such equity of redemption as the same respec-

tively should be subject to, and he appointed Lord Alfred Paget and Henry George Hopkins and Daniel Cullington his executors, by all of whom the said will and codicil were proved in the Principal Registry of Her Majesty's Court of Probate on the sixteenth day of October one thousand eight hundred and sixty-three:

Purchase of reversion in the Sevington estate.

And whereas by an indenture dated the second day of May one thousand eight hundred and sixty-four, and made between the Bishop of Winchester of the first part, the Earl of Chichester and the Right Honourable Spencer Horatio Walpole (two of the Church Estate Commissioners) of the second part, and William Scott and Thomas Scott and George Pope (who were the executors of the said James Scott, then deceased) of the third part, the reversion in fee simple in the site of the said manor of Sevington, and in the life-hold lands and hereditaments situate in the parishes of Tichborne and Cheriton aforesaid, therein particularly described, was conveyed unto and to the use of the said William Scott, Thomas Scott, and George Pope, their heirs and assigns:

3d May 1864. Conveyance thereof to the uses of Tichborne settlement of 1844.

And whereas by an indenture dated the third day of May one thousand eight hundred and sixty-four, and made between the said William Scott and Thomas Scott and George Pope of the first part, the said James Charlemagne Dormer of the second part, the said Sir Alfred Joseph Doughty Tichborne of the third part, the said William Mostyn and Vincent Gosford of the fourth part, and the said Renfric Arundell of the fifth part, the said hereditaments comprised in the said indenture of the second day of May one thousand eight hundred and sixty-four were conveyed to the use of the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the term of five hundred years, upon trusts corresponding with the trusts of the term of five hundred years created by the herein-before recited settlement of the twenty-eighth day of January one thousand eight hundred and six, and subject thereto to the uses in the herein-before recited settlement of the fourth day of May one thousand eight hundred and forty-four declared concerning the freehold hereditaments therein comprised, or to which the hereditaments assured by the indenture now in recital ought to be subject by reason of the said reversion having been purchased with moneys forming part of the said sum of one hundred thousand pounds:

17th May 1864. Further charge of £14,000 raised under trusts of

And whereas by an indenture dated the seventeenth day of May one thousand eight hundred and sixty-four, and made between the said William Mostyn and Vincent Gosford of the one part, and the said Archibald Campbell Bishop of London, Charles Richard Bishop of Winchester, the Right Reverend Richard Chenevix Lord

A.D. 1874.

800 years term.

Archbishop of Dublin, and Benjamin Harrison of the other part, the said hereditaments comprised in the herein-before recited indenture of mortgage of the fifteenth day of July one thousand eight hundred and fifty-six were charged with the payment to the said Bishop of London, Bishop of Winchester, Archbishop of Dublin, and Benjamin Harrison, their executors, administrators, and assigns, of the further sum of fourteen thousand pounds and interest:

2d December 1864. The £10,000 raised under trusts of 700 years term.

And whereas by an indenture dated the second day of December one thousand eight hundred and sixty-four, and made between the said Edward Carter and Henry Bonham Carter of the first part, the said Vincent Gosford of the second part, and Charles John Eyston and Francis Riddell, and the Right Honourable William Ulick Tristram Viscount St. Lawrence (now Earl of Howth), and Sir Edward Richard Borough, Baronet, of the third part, the said sum of ten thousand pounds, secured by the herein-before recited indenture of the tenth day of June one thousand eight hundred and fifty, was assigned to the said Charles John Eyston, Francis Riddell, Viscount St. Lawrence, and Sir Edward Richard Borough, and the said messuages known as numbers one to fifteen, Bedford Row, aforesaid, were assigned to the said Charles John Eyston, Francis Riddell, Viscount St. Lawrence, and Sir Edward Richard Borough, their executors, administrators, and assigns, for the residue of the said term of seven hundred years, subject to redemption on payment of the said sum of ten thousand pounds, and of the further sum of one hundred and eighty pounds for costs, with interest thereon respectively:

Exchange of lands at Cheriton.

And whereas by an indenture dated the eighth day of February one thousand eight hundred and sixty-five, and made between the said Renfric Arundell of the first part, the said William Mostyn and Vincent Gosford of the second part, and Henry Joyce Mulcock of the third part, in exchange for certain pieces of land in the parish of Cheriton, comprised in the herein-before recited indenture of the third day of May one thousand eight hundred and sixty-four, certain other pieces of land in the said parish of Cheriton, in the indenture now in recital particularly described, were conveyed to the use of the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the term of five hundred years, upon trusts corresponding with the trusts of the term of five hundred years created by the herein-before recited settlement of the twenty-eighth day of January one thousand eight hundred and six, and subject thereto to the uses in the herein-before recited settlement of the fourth day of May one thousand eight hundred and

forty-four declared concerning the freehold hereditaments therein comprised, or to which the hereditaments assured by the indenture now in recital ought to be subject by reason of the same being received in exchange as aforesaid:

Issue of Sir Alfred Joseph Doughty Tichborne.

And whereas there was issue of the marriage between the said Sir Alfred Joseph Doughty Tichborne and Dame Teresa Mary Josephine Doughty Tichborne two children and no more, namely, Everard Francis Tichborne, who was born on the twenty-second day of December one thousand eight hundred and sixty-two, and died on the twenty-first day of October one thousand eight hundred and sixty-three, and Henry Alfred Joseph Doughty Tichborne, who was born on the twenty-eighth day of May one thousand eight hundred and sixty-six:

Death of Sir Alfred Joseph Doughty Tichborne.

And whereas the said Sir Alfred Joseph Doughty Tichborne died on the twenty-second day of February one thousand eight hundred and sixty-six, and was succeeded in the baronetcy by his son the said Henry Alfred Joseph Doughty Tichborne:

17th August 1866. Appointment of guardians of Sir Henry Alfred Joseph Doughty Tichborne.

And whereas by an order of the High Court of Chancery dated the seventeenth day of August one thousand eight hundred and sixty-six the said Dame Teresa Mary Josephine Doughty Tichborne and the Honourable William Stourton were appointed guardians of the person of the infant Sir Henry Alfred Joseph Doughty Tichborne, and guardians of the estates comprised in or subject to the limitations of the indenture of the fourth day of May one thousand eight hundred and forty-four during his minority or until further order:

Purchase of leasehold lands at Cheriton.

And whereas in the year one thousand eight hundred and sixty-eight the said William Mostyn and Vincent Gosford, as trustees of the said sum of one hundred thousand pounds, purchased for the sum of four hundred and seventy-four pounds thirteen shillings and fourpence a piece of leasehold land, in the parish of Cheriton aforesaid, held for the residue of a term of two thousand years; and by an indenture dated the third day of February one thousand eight hundred and sixty-eight, and made between the said Vincent Gosford of the one part, and the said William Mostyn and Vincent Gosford of the other part, the said piece of land was assigned unto the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the residue of the said term of two thousand years:

Death of Dame Henriette Felicité Tichborne.

And whereas the said Dame Henriette Felicité Tichborne died on the twelfth day of March one thousand eight hundred and sixty-eight intestate, and leaving her grandson, Sir Henry Alfred Joseph Doughty Tichborne, her heir-at-law:

A.D. 1874.

Death of Edward Hopkins.

And whereas the said Edward Hopkins died on the fifth day of October one thousand eight hundred and sixty-eight, having made his will dated the sixteenth day of November one thousand eight hundred and sixty, and thereby devised to John Francis Adams all real estates vested in him upon any trust, and appointed George Markham Giffard and James Combes Giffard and the said Henry Bonham Carter executors thereof, by all of whom the said will (with two codicils thereto) was proved in the Principal Registry of Her Majesty's Court of Probate on the thirty-first day of December one thousand eight hundred and sixty-eight:

Purchase of reversion in lifehold land at Ovington.

And whereas by an indenture dated the seventh day of July one thousand eight hundred and seventy, and made between the Ecclesiastical Commissioners for England of the one part, and the said Renfric Arundell of the other part, the reversion in fee simple in a piece of lifehold land in the parish of Ovington aforesaid, with the right of fishing therein, more particularly described, was conveyed unto and to the use of the said Renfric Arundell, his heirs and assigns:

And whereas by an indenture dated the thirteenth day of July one thousand eight hundred and seventy, and made between the said Renfric Arundell of the first part, the said Dame Teresa Mary Josephine Doughty Tichborne and William Stourton of the second part, the said William Mostyn and Vincent Gosford of the third part, and Frederick Bowker of the fourth part, the said piece of land in the parish of Ovington and all other the premises comprised in the said indenture of the seventh day of July one thousand eight hundred and seventy were conveyed to the use of the said Dame Teresa Mary Josephine Doughty Tichborne and William Stourton, their executors, administrators, and assigns, for the term of two hundred years, upon the trusts therein declared for securing one hundred and fifty pounds and interest (which sum of one hundred and fifty pounds had been advanced for the purchase or enfranchisement of the said piece of land out of moneys belonging to the said Sir Henry Alfred Joseph Doughty Tichborne), and subject thereto to the use of the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, for the term of five hundred years, upon trusts corresponding with the trusts of the term of five hundred years created by the herein-before recited settlement of the twenty-eighth day of January one thousand eight hundred and six, and subject thereto to the uses in the herein-before recited settlement of the fourth day of May one thousand eight hundred and forty-four declared concerning the freehold hereditaments therein comprised:

And whereas the said Henry George Hopkins died on the twentieth day of December one thousand eight hundred and seventy:

Death of Henry G. Hopkins.

And whereas the said Dame Katharine Doughty died on the twelfth day of December one thousand eight hundred and seventy-two:

Death of Dame Katharine Doughty.

And whereas by an indenture dated the ninth day of January one thousand eight hundred and seventy-three, and made between the said James Charlemagne Dormer of the first part, the said Elizabeth Anne Lady Dormer of the second part, and Richard Mills of the third part, and duly enrolled as a disentailing assurance, the said James Charlemagne Dormer, with the consent of the said Elizabeth Anne Lady Dormer, granted the freehold hereditaments at Tichborne, West Tisted, and elsewhere in the county of Southampton, which then stood limited to the uses declared in the will of the said Sir Henry Joseph Tichborne, unto the said Richard Mills and his heirs (subject to the uses, estates, and powers prior to the estate of the said James Charlemagne Dormer), to the use of the said James Charlemagne Dormer, his heirs and assigns:

9th January 1873. Disentail by the Honourable James Dormer of his estate tail in Tichborne freehold estates under the will of Sir Henry Joseph Tichborne.

And whereas by an indenture dated the twenty-second day of February one thousand eight hundred and seventy-three, and made between the said Dame Teresa Mary Josephine Doughty Tichborne of the first part, Henry Lamplugh Wickham of the second part, and William Wickham and Edward Ignatius Arundell of the third part, being a settlement executed in consideration of the marriage which was shortly afterwards solemnized between the said Henry Lamplugh Wickham and Dame Teresa Mary Josephine Doughty Tichborne, all the payments from and after the execution of the indenture now in recital to accrue due in respect of the annuity or rentcharge of eight hundred pounds, limited to the said Dame Teresa Mary Josephine Doughty Tichborne by the herein-before recited indenture of the fifteenth day of April one thousand eight hundred and sixty-one, were assigned to the said William Wickham and Edward Ignatius Arundell, their executors, administrators, and assigns, during the life of the said Dame Teresa Mary Josephine Doughty Tichborne, and from and after the solemnization of the said marriage in trust during the joint lives of the said Henry Lamplugh Wickham and Dame Teresa Mary Josephine Doughty Tichborne to pay the said annuity or rentcharge to her for her separate use, without power of anticipation, and after the death of the said Henry Lamplugh Wickham, if the said Dame Teresa Mary Josephine Doughty Tichborne shall survive him, in trust for her and her assigns:

22d February 1873. Settlement on marriage of Henry Lamplugh Wickham, Esquire, with Dame Teresa Mary Josephine Doughty Tichborne.

A.D. 1874.

26th February 1874. Disentail by Honourable James C. Dormer of Cheriton copyholds.

And whereas by an indenture dated the twenty-sixth day of February one thousand eight hundred and seventy-four, and made between the said James Charlemagne Dormer of the first part, the said Elizabeth Anne Lady Dormer of the second part, and the said Richard Mills of the third part, and duly enrolled as a disentailing assurance, the said James Charlemagne Dormer, with the consent of the said Elizabeth Anne Lady Dormer, granted all the messuages, lands, tenements, and hereditaments held of the manor of Cheriton aforesaid, of which he the said James Charlemagne Dormer was then equitable tenant in tail male or in tail under or by virtue of the will and codicil of the said Sir Henry Joseph Tichborne, unto the said Richard Mills and his heirs (subject to the estates, interests, and powers prior to the estate in tail male of the said James Charlemagne Dormer), to the use of the said James Charlemagne Dormer, his heirs and assigns:

8th May 1874. Assignment of £3,000 to William Mostyn and Vincent Gosford as trustees of the £100,000 fund.

And whereas by an indenture dated the eighth day of May one thousand eight hundred and seventy-four, and made between the said Henry Danby Seymour of the one part, and the said William Mostyn and Vincent Gosford of the other part, the said sum of three thousand pounds, which by the said indenture of the eleventh day of May one thousand eight hundred and thirty-one was directed to be raised and paid to the trustees of the marriage settlement of the said Sir James Francis Doughty Tichborne, was assigned unto the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, upon the trusts by the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty declared concerning the residue of the said sum of one hundred thousand pounds:

And whereas the legal estate in fee simple in the manors and hereditaments comprised in the said indenture of the eleventh day of May one thousand eight hundred and thirty-one remains outstanding in the said John Francis Adams:

8th May 1874. Release of Doughty Lincoln estates from £8,000.

And whereas by another indenture dated the same eighth day of May one thousand eight hundred and seventy-four, and made between the said Henry Danby Seymour of the one part, and the said Sir Pyers Mostyn and William Mostyn of the other part, the said Doughty estates in the county of Lincoln were assigned to the said Sir Pyers Mostyn and William Mostyn, their executors, administrators, and assigns, for the residue of the said term of five hundred years, freed and discharged from the said sum of eight thousand pounds, and all other the moneys secured by the herein-before recited indenture of the twenty-fifth day of June one thousand eight hundred and fifty-five:

Subsisting annuities under will of Elizabeth Doughty.

And whereas three only of the life annuities bequeathed by the will and codicils of the said Elizabeth Doughty are now subsisting, that is to say, an annuity of three hundred pounds to Antoinette Chalon (formerly Ferrari) during her life, and an annuity of forty pounds to Joseph Martins during his life, and an annuity of forty pounds to Lucy Doughty (formerly Ross) during her life:

Issue of Dame Katharine Mary Elizabeth Radcliffe.

And whereas the said Sir Joseph Percival Pickford Radcliffe, Baronet, and Dame Katharine Mary Elizabeth Radcliffe, his wife, have had issue eight children and no more, namely, Mary Agnes Katharine Radcliffe, their eldest daughter, and Mary Filomena Radcliffe, their second daughter, and Mary Katharine Radcliffe, their third daughter, and Joseph Edward Radcliffe, their eldest son, and Henry Joseph Francis Radcliffe, their second son, and Philip John Joseph Radcliffe, their third son, and Bernard Radcliffe, their fourth son, and Roger Chideock Radcliffe, their fifth son:

Honourable Everard Arundell, a bachelor.

And whereas the said Honourable Everard Aloyzius Gonzaga Arundell is a bachelor:

The unraised residue of the £100,000

And whereas the several sums of fifty-seven thousand pounds, and ten thousand pounds, and three thousand five hundred pounds, and fourteen thousand pounds, respectively raised pursuant to the trusts of the said term of eight hundred years, amount in the whole to eighty-four thousand five hundred pounds, and there remains to be raised of the said one hundred thousand pounds the sum of fifteen thousand five hundred pounds:

Circumstances of the death of Roger Charles Tichborne.

And whereas the said Roger Charles Tichborne left this country in February one thousand eight hundred and fifty-three, for the purpose of travelling in South America, where he arrived in due course, and, after travelling there for some time, he took a passage in a ship called "The Bella" from Rio de Janeiro to New York, and sailed by the same ship in April one thousand eight hundred and fifty-four, and the said ship, "The Bella," soon after she left Rio de Janeiro was lost, and all on board, including the said Roger Charles Tichborne, then perished:

The Claimant.

And whereas in the year one thousand eight hundred and sixty-six one Arthur Orton, who had been in various employments at various places in Australia, and was there known as Thomas Castro, set up a claim to be the said Roger Charles Tichborne, alleging that the said Roger Charles Tichborne had not perished at sea, but that he was saved by a vessel which landed him at Melbourne at or about the end of July one thousand eight hundred and fifty-four:

And whereas the said Arthur Orton (who is herein-after referred to as "the Claimant") came to England, where he arrived towards the end of December one thousand eight hundred and sixty-six, and

A.D. 1874.

assumed the name and title of "Sir Roger Charles Doughty Tichborne, Baronet":

The litigation occasioned by his claim.

And whereas in consequence of this claim various suits and proceedings were instituted in the High Court of Chancery, in the Court of Common Pleas, and in the Court of Probate:

And whereas such suits and proceedings as set forth in paragraph forty-three of the petition to the Court of Chancery, next hereinafter mentioned, were as follows:

(A.)

Tichborne v. Tichborne in Chancery.

(1.) A suit in the High Court of Chancery, herein-after referred to as Tichborne v. Tichborne (A.), instituted on the twenty-seventh day of June one thousand eight hundred and sixty-seven by the Claimant, in the name of Sir Roger Charles Doughty Tichborne, Baronet, against the said Dame Teresa Mary Josephine Doughty Tichborne (therein styled The Honourable Teresa Mary Josephine Doughty Tichborne), and William Stourton, and Renfric Arundell, and Edward Hopkins, and against an alleged infant son of the Claimant therein called Roger Joseph Doughty Tichborne, and against the said Sir Henry Alfred Joseph Doughty Tichborne (therein styled Henry Alfred Joseph Doughty Tichborne), in which suit the Claimant alleged himself to be the said Roger Charles Tichborne, and claimed relief in respect of his alleged title to the Tichborne estates, as tenant for life thereof, under the said settlement of the fourth day of May one thousand eight hundred and forty-four.

(2.) This cause came on to be heard on the twentieth and twenty-second days of June one thousand eight hundred and sixty-eight, and by the decree of His Honour the Vice-Chancellor Sir John Stuart made therein, dated the twenty-second day of June one thousand eight hundred and sixty-eight, the defendants (other than the defendant Roger Joseph Doughty Tichborne) by their counsel undertaking not to set up any outstanding terms or other legal estates, it was ordered that the plaintiff's bill should be retained for twelve months, with liberty for the plaintiff to take such proceedings at law as he might be advised, and any of the parties were to be at liberty to apply as they should be advised. The period for which the said bill was retained was extended by an order dated the twelfth day of June one thousand eight hundred and sixty-nine, but

such extended time had expired before the date of the order of the seventh day of June one thousand eight hundred and seventy-two, herein-after mentioned.

(3.) The Claimant having accordingly brought an action of ejectment to recover the possession of Tichborne House, which action is herein-after referred to as "Tichborne v. Lushington," and the said Dame Teresa Mary Josephine Doughty Tichborne and William Stourton, having, as guardians of the said Sir Henry Alfred Joseph Doughty Tichborne, been made defendants thereto, and judgment having been recovered therein by the said Dame Teresa Mary Josephine Doughty Tichborne and William Stourton against the Claimant, an order was made in the said suit of Tichborne v. Tichborne (A.), by His Honour the Vice-Chancellor Sir John Wickens on the seventh day of June one thousand eight hundred and seventy-two, on the application of the said Sir Henry Alfred Joseph Doughty Tichborne, Dame Teresa Mary Josephine Doughty Tichborne, and William Stourton, whereby the Bill in the said suit was dismissed as against them, but it appearing that the plaintiff had become bankrupt since the date of the said order of the twelfth day of June one thousand eight hundred and sixty-nine, the court did not think fit to make an order as to the costs of the suit. This order was signed and enrolled on the seventh day of September one thousand eight hundred and seventy-two.

(4.) On the twelfth day of June one thousand eight hundred and seventy-two a similar order was made for the dismissal of the said bill as against the defendant Renfric Arundell, which order was signed and enrolled on the eighth day of August one thousand eight hundred and seventy-two.

(B.)

Tichborne v. Lushington in Common Pleas.

(1.) An action of ejectment in the Court of Common Pleas, herein-after referred to as Tichborne v. Lushington, brought on the twenty-ninth day of June one thousand eight hundred and sixty-eight, by the Claimant, in the name of Sir Roger Charles Doughty Tichborne, Baronet, against Franklin Lushington, the tenant in possession of Tichborne House, and the said Dame Teresa Mary Josephine Doughty Tichborne and William Stourton, as guardians of the said Sir Henry Alfred Joseph Doughty Tichborne, having been let in to defend the said ejectment as landlords. The said

A.D. 1874.

action was tried in Her Majesty's Court of Common Pleas before the Lord Chief Justice and a special jury.

(2.) Such action was called on for trial on the tenth day of May one thousand eight hundred and seventy-one, and lasted one hundred and three days. On the one hundred and second day of the trial, namely, Monday the fourth day of March one thousand eight hundred and seventy-two, the jury having fully heard the plaintiff's case, the opening of defendant's counsel, and some evidence adduced in support of the defendant's case, intimated to the court that they did not require to hear further evidence, whereupon the plaintiff, by his counsel, applied that the cause should be adjourned until the following Wednesday, the sixth day of March one thousand eight hundred and seventy-two, and the cause was adjourned accordingly to that day, when, the jury having retired and on their return expressing their opinion in favour of the defendants, the plaintiff, by his counsel, elected to be nonsuited, and a nonsuit was entered accordingly. The Lord Chief Justice at the same time directed the plaintiff to be prosecuted for perjury, committed in his evidence on the said trial. An indictment for perjury was accordingly preferred against the Claimant, and a true bill having been found, the case was removed by certiorari to the Court of Queen's Bench.

(3.) On the seventh day of March one thousand eight hundred and seventy-two judgment was entered up in the said action against the plaintiff for the costs thereof, but payment of such costs, or any part thereof, could not be obtained from the Claimant.

(C.)

Tichborne v. Mostyn in Chancery.

(1.) A suit in the High Court of Chancery, herein-after referred to as Tichborne v. Mostyn (C.), instituted on the twenty-seventh day of June one thousand eight hundred and sixty-seven, by the Claimant, in the name of Sir Roger Charles Doughty Tichborne, against the said Sir Pyers Mostyn, William Mostyn, Vincent Gosford, Edward Hopkins, Dame Teresa Mary Josephine Doughty Tichborne, and against the said alleged infant son of the Claimant (therein called Roger Joseph Doughty Tichborne) and against the said Sir Henry Alfred Joseph Doughty Tichborne (therein styled Henry Alfred Joseph Doughty

Tichborne), and the said Francis Fortescue Turville (then out of the jurisdiction), and to which bill the said William Stourton was subsequently added as a party defendant by amendment. In this bill, the Claimant, alleging himself to be the said Roger Charles Tichborne, claimed relief in respect of his alleged absolute title to the Doughty estates in fee simple, subject to the aforesaid incumbrances thereon, created in May one thousand eight hundred and fifty.

(2.) This cause came on to be heard on the twentieth and twenty-second days of June one thousand eight hundred and sixty-eight, and by the decree of His Honour the Vice-Chancellor Sir John Stuart made therein, dated the twenty-second day of June one thousand eight hundred and sixty-eight, the defendants (other than the defendant Roger Joseph Doughty Tichborne) by their counsel undertaking not to set up any outstanding terms or other legal estates, it was ordered that the plaintiff's bill should be retained for twelve months, with liberty for the plaintiff to take such proceedings at law as he might be advised. The period for retaining the bill in the last-mentioned suit was by an order dated the twelfth day of June one thousand eight hundred and sixty-nine extended, but such extended time had expired before the date of the order of the nineteenth day of June one thousand eight hundred and seventy-two, herein-after mentioned.

(3.) The Claimant having accordingly brought an action of ejectment against James Akerman, the tenant of a house in Gray's Inn Road, part of the Doughty estates, and the said Sir Pyers Mostyn and William Mostyn, as trustees of the will of the said Roger Charles Tichborne, having been substituted for the said James Akerman as the defendants in such action, which is herein-after referred to as the action of Tichborne v. Mostyn, notice of trial was given in such action, and the same stood for trial in Easter term one thousand eight hundred and seventy-two.

(4.) Proceedings in such action having been stayed by the Court of Common Pleas as herein-after more particularly mentioned, an order was made in the said suit of Tichborne v. Mostyn by His Honour the Vice-Chancellor Sir John Wickens on the nineteenth day of June one thousand eight hundred and seventy-two, on the application of the said Sir Henry Alfred Joseph Doughty Tichborne,

A.D. 1874.

Dame Teresa Mary Josephine Doughty Tichborne, and William Stourton, whereby the bill in the said suit was dismissed as against them without further order, and in regard that the plaintiff had become bankrupt without costs, unless the trustee of the property of the said bankrupt should within five weeks from the date of the order take proper supplemental proceedings for the purpose of prosecuting the same suit against the said defendants, and if the court should upon the application of the said trustees so think fit to order for further extending the time for retaining the said bill. No such proceedings were taken within the aforesaid period of five weeks, and accordingly the bill in the last-mentioned suit stood dismissed at the expiration of that period as against the said Sir Henry Alfred Joseph Doughty Tichborne, Dame Teresa Mary Josephine Doughty Tichborne, and William Stourton. The said order of the seventeenth day of June one thousand eight hundred and seventy-two was signed and enrolled on the seventh day of September one thousand eight hundred and seventy-two.

(5.) On the twenty-ninth day of June one thousand eight hundred and seventy-two a similar order was made for the dismissal of the said bill as against the said Sir Pyers Mostyn, William Mostyn, and Vincent Gosford, and no proceedings having been taken thereunder within the time therein prescribed, and that time having long since elapsed, the last-mentioned bill now stands dismissed accordingly as against the last-named defendants. The said order of the twenty-ninth day of June one thousand eight hundred and seventy-two was signed and enrolled on the ninth day of August one thousand eight hundred and seventy-two.

(D.)

Tichborne v. Mostyn in Common Pleas.

(1.) An action of ejectment in the Court of Common Pleas, brought on the twenty-ninth day of June one thousand eight hundred and sixty-eight by the Claimant, under the name of Sir Roger Charles Doughty Tichborne, Baronet, against James Akerman, a tenant of a house in Gray's Inn Road, in the county of Middlesex, part of the Doughty estates. The said Sir Pyers Mostyn and William Mostyn were afterwards by judge's order substituted as defendants for the said James Akerman, and duly appeared thereto.

This action is herein-after referred to as the action of Tichborne v. Mostyn. A.D. 1874.

(2.) The Claimant having suffered the time allowed after appearance for going to trial by the practice of the court in ordinary cases after issue joined to elapse, the defendants, Sir Pyers Mostyn and William Mostyn, under the two hundred and second section of the Common Law Procedure Act one thousand eight hundred and fifty-two, on the eleventh day of March one thousand eight hundred and seventy-two, being five days after the nonsuit in the said action of Tichborne v. Lushington, gave twenty days notice to the Claimant to proceed to trial at the sittings next after the expiration of the said notice. The Claimant accordingly gave notice of trial in the said action for the sittings in Easter term, one thousand eight hundred and seventy-two, but no trial took place.

(3.) On the third day of May one thousand eight hundred and seventy-two the Court of Common Pleas made a rule or order in the said action that all further proceedings therein should be stayed until the costs of the said action of Tichborne v. Lushington were paid, and further ordered that the twenty days notice of trial, given by the defendants to the plaintiff, should be extended for six months from that day.

(4.) The Claimant not having paid the said costs, or any part thereof, judgment was signed in the said action of Tichborne v. Mostyn, by the defendants against the plaintiff, on the seventh day of November one thousand eight hundred and seventy-two, for the costs of the said action, but such costs have not been paid.

(E.)

(1.) A suit in the Probate Court, instituted on the ninth day of July one thousand eight hundred and sixty-eight by the Claimant, under the name of Sir Roger Charles Doughty Tichborne, Baronet, against the said Vincent Gosford, to revoke the probate of the will of the said Roger Charles Tichborne. This suit relates only to the personal estate of the said Roger Charles Tichborne, which was of small amount. Tichborne v. Gosford in Probate Court.

(2.) This suit has not been set down for hearing, but stands adjourned generally.

A.D. 1874.

Tichborne v. Tichborne in Probate Court.

(F.)

(1.) Two suits in the Court of Probate for the purpose of obtaining letters of administration of the personal estate and effects of the said Dame Henriette Felicité Tichborne, one of which suits was, after certain preliminary proceedings, instituted in the month of March one thousand eight hundred and sixty-eight by the Claimant, in the name of Sir Roger Charles Doughty Tichborne, Baronet, against the said Sir Henry Alfred Joseph Doughty Tichborne (therein styled Henry Alfred Joseph Doughty Tichborne, an infant), appearing by his guardian, the Honourable Teresa Mary Josephine Doughty Tichborne, in the goods of Dame Henriette Felicité Tichborne, widow, deceased, wherein the Claimant, by a declaration delivered on the thirtieth day of March one thousand eight hundred and sixty-eight alleged the death of the said Dame Henriette Felicité Tichborne, a widow and intestate, leaving him, the plaintiff in such suit, her natural and lawful son by the said Sir James Francis Doughty Tichborne, Baronet, and her sole next of kin, to which declaration the said Sir Henry Alfred Joseph Doughty Tichborne, on the sixth day of April one thousand eight hundred and sixty-eight, by his said guardian, pleaded and thereby denied that the plaintiff in that suit was, as he alleged, the natural and lawful son of the said intestate. The plaintiff in that suit, on the ninth day of April one thousand eight hundred and sixty-eight, replied to the said plea and joined issue thereon.

(2.) The other of such suits was a cross suit, which, after certain preliminary proceedings, was instituted in the month of April one thousand eight hundred and sixty-eight by the said Sir Henry Alfred Joseph Doughty Tichborne, by his said guardian, against the Claimant, wherein the said Sir Henry Alfred Joseph Doughty Tichborne, by his said guardian, alleged the death of the said Dame Henriette Felicité Doughty Tichborne, a widow and intestate, without son or daughter or parent, and leaving the said Sir Henry Alfred Joseph Doughty Tichborne, her natural and lawful grandson and only next of kin, to which declaration the defendant in that suit, on the fifteenth day of April one thousand eight hundred and sixty-eight, pleaded, and thereby denied that the said deceased died without

a son, leaving the said Sir Henry Alfred Joseph Doughty Tichborne her next of kin. The plaintiff in that suit, on the twenty-first day of April one thousand eight hundred and sixty-eight, replied by his said guardians to the said plea and joined issue thereon.

(3.) By an order of the Probate Court dated the twenty-seventh day of May one thousand eight hundred and sixty-eight, and made in the first of the said two suits, it was ordered that the cause then pending in that court, wherein the defendant in that cause was plaintiff, and the plaintiff in the same cause was defendant, should be consolidated with the first of the said causes (No. 1), and the directions given as to the mode of trial in that cause and all the proceedings should apply to the said consolidated cause, which is herein-after referred to as the cause Tichborne v. Tichborne (F.).

(4.) By an order of the Probate Court dated the twenty-second day of June one thousand eight hundred and sixty-nine, letters of administration of the personal estate and effects of the said intestate during the suit aforesaid of Tichborne v. Tichborne (F.) were decreed to be granted to Richard Humfrays, of number seventy-two, Wimpole Street, Cavendish Square, in the county of Middlesex, who had previously been appointed receiver by the High Court of Chancery in the suit of Tichborne v. Castro, herein-after mentioned.

(5.) The said suit of Tichborne v. Tichborne (F.) has been set down for trial, but the trial has been adjourned from time to time. The estate of the said Dame Henriette Felicité Tichborne has in fact been fully administered in a creditor's suit of Morris v. Humfrays, herein-after referred to, and such estate has proved insufficient for the payment of her debts.

(G.)

Tichborne v. Castro in Chancery.

(1.) A suit in the High Court of Chancery instituted on the eighth day of April one thousand eight hundred and sixty-eight by the said Sir Henry Alfred Joseph Doughty Tichborne by his mother as his next friend, against the Claimant, therein called Thomas Castro, for an injunction to restrain the defendant from intermeddling with the personal estate of the said intestate, Dame Henriette Felicité Tichborne, or any part thereof, pending the pro-

A.D. 1874.

ceedings in the said Court of Probate touching the grant of administration of the personal estate of the said intestate, and for the appointment of a receiver for the purpose of getting in and preserving such personal estate, pending the said proceedings. Such suit is herein-after referred to as the suit of "Tichborne v. Castro."

(2.) By an order dated the thirtieth day of April one thousand eight hundred and sixty-eight, and made by His Honour the Vice-Chancellor Sir John Stuart, upon motion for the plaintiff in the said suit of Tichborne v. Castro, an injunction was granted against the defendant as prayed by the bill, and a receiver of the personal estate of the said intestate was ordered to be appointed, with the usual directions. The said Richard Humfrays was shortly afterwards appointed receiver.

(3.) Upon the said motion in Tichborne v. Castro for an injunction and receiver, in addition to a long affidavit filed by the defendant, he obtained an order to read on his behalf numerous affidavits which had been filed in the said suit of Tichborne v. Mostyn on the question of his identity, and raised that question in the said suit of Tichborne v. Castro. He also put in his answer in the same suit, raising the same question. He also by his affidavit of documents in that suit, made discovery of various documents which had been in the possession of the said intestate, and which were produced on the trial of the said action of Tichborne v. Lushington.

(4.) By an order dated the sixteenth day of June one thousand eight hundred and seventy, and made by His Honour the Vice-Chancellor Sir John Stuart, in the said suit of Tichborne v. Castro, and also in re Tichborne and Morris v. Humfrays, which was a creditor's suit instituted by summons for administering the estate of the said Dame Henriette Felicité Tichborne, the costs of the said Sir Henry Alfred Joseph Doughty Tichborne and the said Thomas Castro in the said suit of Tichborne v. Castro were ordered to be taxed. And it was ordered that so much of the four hundred and eighty-two pounds sixteen shillings and twopence Bank three pounds per centum annuities on the credit of Tichborne v. Castro, one thousand eight hundred and sixty-eight, T, number forty-one, which had been purchased with moneys paid into the bank by the said receiver and the defendant to the

credit of that suit, with any interest to accrue thereon, as would raise such costs, should be sold, and that out of the money to arise by such sale the costs of the said Sir Henry Alfred Joseph Doughty Tichborne should be paid as therein mentioned, and that thereout also the amount of the costs of the said Thomas Castro in the same suit should be carried over on the credit of Tichborne v. Castro, one thousand eight hundred and sixty-eight, T, number forty-one, to an account to be intituled "costs of defendant subject to further order." And it was ordered that the residue of the said annuities should be carried over to the credit of "Re Tichborne, deceased, Morris v. Humfrays," and that thereupon all further proceedings in the suit of Tichborne v. Castro should be stayed until further order.

(5.) By an order of the Lords Justices dated the sixth day of March one thousand eight hundred and seventy-one, made upon an application by Edward Norris, a creditor of the intestate, by way of appeal from the said order of the sixteenth day of June one thousand eight hundred and seventy, such order was varied by directing that the whole of the said sum of four hundred and eighty-two pounds sixteen shillings and twopence Bank three pounds per centum Annuities, with the interest to accrue due thereon, should be carried over to the credit of the said matter and cause "Re Tichborne, deceased, Morris v. Humfrays," and applied as therein directed towards payment of the costs of that suit, and the debts of the said intestate. By the effect of this order each of the parties to the said suit of Tichborne v. Castro had to bear his own costs of that suit, including the costs of the appeal motion.

Mostyn v. Emanuel.

And whereas in the year one thousand eight hundred and sixty-three a suit in the High Court of Chancery was instituted by the said Sir Pyers Mostyn and William Mostyn, as plaintiffs, against Harry Emanuel and others, as defendants, for the execution of the trusts of the will of the said Roger Charles Tichborne so far as regarded his real and leasehold estates, and the said suit of Mostyn v. Emanuel, and certain supplemental suits of Mostyn v. Carter, and Mostyn v. Tichborne (No. 1) are still pending in the said Court of Chancery; and by an order made in the said suits and dated the seventeenth day of February one thousand eight hundred and sixty-six, it was ordered that the estates of the said Roger Charles Tichborne situate in the county of Surrey, then remaining unsold, should

A.D. 1874.

be sold, with the approbation of the judge, and that the money to arise by such sale should be paid into court:

Tichborne v. Arundell. Mostyn v. Tichborne, No. 2.

And whereas in the year one thousand eight hundred and sixty-six a suit in the High Court of Chancery was instituted by the said Sir Henry Alfred Joseph Doughty Tichborne, by his next friend, against the said Renfric Arundell, to which suit the said Dame Teresa Mary Josephine Doughty Tichborne and William Stourton were afterwards made parties defendants by amendment, for the purpose of placing the person and property of the said infant plaintiff under the protection of the court; and in the same year another suit was instituted by the said William Mostyn and Vincent Gosford against the said Sir Henry Alfred Joseph Doughty Tichborne, herein-after referred to as Mostyn v. Tichborne No. 2, for the purpose of having the trusts of the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty, so far as such trusts relate to the first term of eight hundred years, and the said sum of one hundred thousand pounds, carried into effect under the direction of the court, and the said suits of Tichborne v. Arundell, and Mostyn v. Tichborne No. 2, respectively are still pending in the said Court of Chancery:

22d February 1873. Order of Court of Chancery.

And whereas by an order of the Court of Chancery dated the twenty-second day of February one thousand eight hundred and seventy-three, made on the petition of the said Sir Henry Alfred Joseph Doughty Tichborne, Dame Teresa Mary Josephine Doughty Tichborne, and William Stourton (which petition was intituled in the said several suits of Mostyn v. Emanuel, Mostyn v. Carter, Mostyn v. Tichborne No. 1, Tichborne v. Arundell, and Mostyn v. Tichborne No. 2, the court being of opinion that it was fit and proper, and for the benefit of the said Sir Henry Alfred Joseph Doughty Tichborne, and his unborn male issue who might thereafter come into existence and become interested in the Tichborne estates and property therein-after mentioned or referred to, and also for the benefit of the said Sir Henry Alfred Joseph Doughty Tichborne and the said Dame Katharine Mary Elizabeth Radcliffe and her infant children, and of all unborn issue who might thereafter come into existence and become interested in the Doughty estates therein-after mentioned or referred to, that all proper steps should be taken for the purpose of raising the costs, charges, and expenses in the petition, and herein-before mentioned, and also the costs of the application now in recital and consequent thereon, out of the corpus of the following estates and property; that is to say, (1.) The Tichborne estates, subject to the limitations of the said settlement dated the fourth day of May one thousand eight hundred and forty-

four, and therein-after referred to as "Tichborne estates No. 1"; (2.) The said hereditaments at Hawkley, West Tisted, Cheriton, and Priors Dean aforesaid, the charges paid off, investments made, and hereditaments purchased out of the said sum of one hundred thousand pounds, and the charge or charges (if any) to be paid off and not extinguished, and the hereditaments to be purchased with the residue of the same sum of one hundred thousand pounds, all which hereditaments and property were therein-after referred to as "Tichborne property, No. 2"; (3.) The said Doughty estates in the counties of Middlesex, Lincoln, Buckingham, and Dorset, therein-after referred to as "Doughty estates," rateably and in proportion as nearly as might be to the respective present values of such estates and property respectively, after deducting the charges and incumbrances affecting the same respectively; and it appearing by the affidavits of Frederick Bowker and John Harris respectively, filed the eighteenth day of February one thousand eight hundred and seventy-three, that the value of Doughty estates subject to the incumbrances thereon was about double that of "Tichborne estates No. 1" and "Tichborne property No. 2" combined, and the court being of opinion that two thirds of such costs, charges, and expenses, and costs, should be raised out of "Doughty estates," or a competent part or competent parts thereof, and that one third of such costs, charges, and expenses, and costs, should be raised out of "Tichborne estates No. 1" and "Tichborne property No. 2," or a competent part or competent parts thereof respectively, in the proportion of half of such one third out of "Tichborne estates No. 1," free from the incumbrances thereon comprised in "Tichborne property No. 2," and the remaining half of such one third out of "Tichborne property No. 2," and the court being further of opinion that it was fit and proper and for the benefit of the said Sir Henry Alfred Joseph Doughty Tichborne and his unborn male issue (if any) that such provision as therein-after mentioned should be made by means of an accumulating fund for paying off the amounts so to be raised out of "Tichborne estates No. 1" and "Tichborne property No. 2" respectively, but that inasmuch as the surplus rents and income of "Doughty estates," after keeping down the interest on incumbrances thereon, were already subject to a trust for accumulation, no such provision was necessary with respect to the amount so to be raised out of "Doughty estates," and the court being further of opinion that an application to Parliament for effectuating the purposes aforesaid should be made at the expense in the first instance of the rents and profits and income of the estates and property to which the said Sir Henry Alfred Joseph Doughty Tichborne was

A.D. 1874.

entitled in possession, did authorise and direct the guardians of the said Sir Henry Alfred Joseph Doughty Tichborne to take all proper steps for that purpose under the direction and with the approbation of the judge in chambers, and the respondents Elizabeth Anne Lady Dormer and James Charlemagne Dormer by their counsel consenting thereto, it was ordered that the last-mentioned respondents and all other parties appearing on the petition, and as to such of them as were infants by their guardians, should concur therein under the like direction and with the like approbation; and it was ordered that an inquiry should be made what costs, charges, and expenses had been properly incurred by or on the part of the petitioners respectively, and the respondents Sir Pyers Mostyn, William Mostyn, Vincent Gosford, and Renfric Arundell respectively, in relation to or in connexion with the several suits and proceedings mentioned or referred to in paragraph 43 of the petition, or otherwise, in relation to the said claim or the litigation in consequence thereof; and it was ordered that such costs, charges, and expenses, and the costs, charges, and expenses of the petitioners and respondents of and relating to the petition and consequent thereon, including the costs, charges, and expenses of all parties of and relating to the settling in chambers of the bill therein-after directed to be settled, should be moderated and settled in chambers; and it was ordered that an inquiry should be made by whom and out of what funds such part of the aforesaid costs, charges, and expenses as had been already paid or advanced had been paid or provided, and what was due and to whom for principal and interest in respect thereof, and for charges and expenses, if any, properly incurred in raising the same, and what was due and to whom in respect of such costs, charges, and expenses as had not been already paid; and it was ordered that the draft of a Bill in Parliament for effectuating the purposes aforesaid, and also for raising the costs, charges, and expenses of all parties of and relating to the applying for, obtaining, and passing the said Act, out of the said estates and property respectively in the proportions aforesaid, should be settled by the judge in chambers, such Bill to contain all necessary and proper clauses and provisions in that behalf, and in particular, directions that the money so to be raised as aforesaid should be applied under the direction of the court or otherwise, as Parliament might direct, in or towards payment of the said costs, charges, and expenses, and costs, so far as the same should remain unpaid, and also in repayment of the aforesaid payments and advances, and in recouping to the account of rents and profits or income so much of the said

A.D. 1874.

costs, charges, and expenses as had been paid out of rents and profits or income, and the costs, charges, and expenses therein-after directed to be paid out of such rents and profits or income, or so much thereof as should have been paid thereout, and for payment out of rents and profits or income of the amount which should appear to be due for interest in respect of the aforesaid payments and advances, and also directions for keeping down during the minority of the said Sir Henry Alfred Joseph Doughty Tichborne, the interest on the money so to be raised out of the rents and profits or income of the "Tichborne estates No. 1" and "Tichborne property No. 2" combined, and "Doughty estates" respectively, or such parts thereof respectively as should be charged therewith as aforesaid, and also directions for setting apart and investing such arrears of interest (if any) as the said Sir Henry Alfred Joseph Doughty Tichborne was then entitled to in respect of the unraised portion of the said sum of one hundred thousand pounds as might thereafter become due to him in respect of such unraised amount before the passing of the said Act of Parliament, and thenceforward an annual sum of five hundred pounds out of the rents and profits and income of "Tichborne estates No. 1" and "Tichborne property No. 2," or either of them, and for accumulating the income of the said investments respectively until the said Sir Henry Alfred Joseph Doughty Tichborne should attain the age of twenty-one years, or die under that age, without issue male, or until the fund so to be invested and accumulated should be sufficient to pay off the principal sum to be raised out of "Tichborne estates No. 1" and "Tichborne property No. 2," or out of some part thereof respectively, whichever of those events should first happen, and for providing that the fund so to be invested, set apart, and accumulated, and all accumulations thereof, should be applied in or towards paying off the amount so to be raised in exoneration of "Tichborne estates No. 1" and "Tichborne property No. 2," and for the benefit of the said Sir Henry Alfred Joseph Doughty Tichborne or his issue male, and the person or persons entitled to the said estates or property respectively in remainder or reversion, expectant upon the death and failure of issue male of the said Sir Henry Alfred Joseph Doughty Tichborne, and as between the person or persons entitled to "Tichborne estates No. 1" and "Tichborne property No. 2" respectively in remainder or reversion as aforesaid, as to one moiety thereof in exoneration of "Tichborne estates No. 1," and as to the other moiety thereof in exoneration of "Tichborne property No. 2;" and it was ordered that the costs, charges, and expenses of the petitioners, and all parties of and relating to the said application

A.D. 1874.

and consequent thereon, including the costs, charges, and expenses of and relating to the settlement of the said bill in chambers, when moderated and settled in chambers, should be paid out of the rents and profits and income of the "Tichborne estates No. 1" and "Tichborne property No. 2," subject to being recouped as aforesaid; and it was ordered that the costs, charges, and expenses of the petitioners, and all parties of and relating to the applying for and endeavouring to obtain the said Act of Parliament, should be moderated and settled in chambers, and when so moderated and settled should be paid out of the rents and profits and income of "Tichborne estates No. 1" and "Tichborne property No. 2," subject to being recouped as aforesaid, and any of the parties were to be at liberty to apply as they might be advised:

Death of Honourable William Stourton, and appointment of guardians of Sir Henry Alfred Joseph Doughty Tichborne.

And whereas the said William Stourton died on the twenty-first day of November one thousand eight hundred and seventy-three, and under or by virtue of an order of the Court of Chancery dated the sixteenth day of December one thousand eight hundred and seventy-three, and a certificate dated the fourth day of February one thousand eight hundred and seventy-four, the said Henry Lamplugh Wickham and Teresa Mary Josephine Wickham, his wife, were appointed guardians of the person of the said Sir Henry Alfred Joseph Doughty Tichborne, and guardians of the estates comprised in or subject to the limitations of the indenture of the fourth day of May one thousand eight hundred and forty-four, during his minority or until further order:

Conviction of the Claimant for perjury.

And whereas in the month of April one thousand eight hundred and seventy-two the Claimant, under the name of Thomas Castro, otherwise Arthur Orton, otherwise Sir Roger Charles Doughty Tichborne, Baronet, was indicted for perjury, the indictment containing two counts, one charging him with perjury in (among other matters) having sworn in his evidence on the trial of the herein-before mentioned action of Tichborne v. Lushington that he was not the said Arthur Orton and was the said Roger Charles Tichborne, and the other charging him with perjury in (among other matters) having sworn in an affidavit made in the herein-before mentioned suit of Tichborne v. Tichborne (A.) that he was the said Roger Charles Tichborne, and after a trial at bar in the Court of Queen's Bench, extending over one hundred and eighty-eight days, he was on the twenty-eighth day of February one thousand eight hundred and seventy-four found guilty on both the said counts, the jury finding expressly that the Claimant (the then defendant) was not the said Roger Charles Tichborne, but was the said Arthur Orton, and he was thereupon sentenced to seven years

A.D. 1874.

penal servitude on the first count, and to seven years penal servitude on the second count, the latter term of seven years to commence and take effect from and after the expiration of the former term :

Particulars of Tichborne estates No. 1.

And whereas the Tichborne estates, subject to the limitations of the herein-before recited indenture of settlement of the fourth day of May one thousand eight hundred and forty-four, and in the said order of the twenty-second day of February one thousand eight hundred and seventy-three, mentioned or referred to as "Tichborne estates No. 1," consist of the manors, messuages, lands, tenements, and hereditaments, the particulars whereof are specified in the first schedule hereto :

Particulars of Tichborne property No. 2.

And whereas the hereditaments at Hawkley, West Tisted, Cheriton, and Prior's Dean, and the hereditaments purchased out of the said sum of one hundred thousand pounds, which form part of the property in the said order of the twenty-second day of February one thousand eight hundred and seventy-three mentioned or referred to as "Tichborne property No. 2," and intended to be included in this Act, consist of the hereditaments the particulars whereof are specified in the first part of the second schedule hereto ; and the charges paid off and investments made out of the said sum of one hundred thousand pounds, and now subsisting, are specified in the second and third parts of the second schedule hereto, and the said hereditaments specified in the first part, and the said charges and investments specified in the second and third parts of the said second schedule hereto, together with the sum of fifteen thousand five hundred pounds, the unraised residue of the said sum of one hundred thousand pounds, constitute the property in the said order of the twenty-second February one thousand eight hundred and seventy-three, mentioned or referred to as "Tichborne property No. 2 :"

Particulars of Doughty estates.

And whereas the Doughty estates in the counties of Middlesex, Lincoln, Buckingham, and Dorset, in the said order of the twenty-second day of February one thousand eight hundred and seventy-three mentioned or referred to as "Doughty estates," consist of the manors, messuages, lands, tenements, and hereditaments the particulars whereof are specified in the third schedule hereto, and which manors, messuages, lands, tenements, and hereditaments or some of them are now subject to the several charges and incumbrances the particulars whereof are specified in the fourth schedule hereto :

Subsisting limitations of Tichborne

And whereas the said "Tichborne estates No. 1" (subject nevertheless to the several charges specified in the second part of the

A.D. 1874.

estates No. 1.

second schedule to this Act as forming part of the said Tichborne property No. 2, and subject as to certain hereditaments at Ovington aforesaid to the aforesaid charge thereon) now stand limited to the use of the said Sir Henry Alfred Joseph Doughty Tichborne in tail male, with remainder to the use of the said Elizabeth Anne Dowager Lady Dormer for her life, with remainder to the use of the said James Charlemagne Dormer in fee simple:

Subsisting limitations of Tichborne property No. 2.

And whereas the said "Tichborne property No. 2" (subject nevertheless to the said jointure rentcharge of eight hundred pounds a year in favour of the said Teresa Mary Josephine Wickham) now stands limited to the use of or is held in trust for the said Sir Henry Alfred Joseph Doughty Tichborne in tail male, with remainder to the use of or in trust for the said James Charlemagne Dormer in fee simple:

Subsisting limitations of or trusts affecting Doughty estates.

And whereas the said Doughty estates (subject nevertheless to the several annuities and incumbrances specified in the fourth schedule to this Act) are now held upon trust to accumulate the rents and profits thereof, and apply the same in discharge of the said incumbrances, and subject thereto upon trust for the said Sir Henry Alfred Joseph Doughty Tichborne in tail male, with remainder to the said Dame Katharine Mary Elizabeth Radcliffe for her life, with remainder to the second and every younger son of the said Dame Katharine Mary Elizabeth Radcliffe successively in tail male, with remainder to the first son of the said Dame Katharine Mary Elizabeth Radcliffe in tail male, with remainder to the first and every other daughter of the said Dame Katharine Mary Elizabeth Radcliffe successively in tail male, with remainder to the said Everard Aloyzius Gonzaga Arundell for his life, with remainder to the first and every other son of the said Everard Aloyzius Gonzaga Arundell successively in tail male, with remainder to the said Sir Henry Alfred Joseph Doughty Tichborne in tail, with remainder to the said Sir Henry Alfred Joseph Doughty Tichborne in fee simple:

Consent of Henry Lamplugh Wickham and the Honourable Edward Ignatius Arundell to act as trustees of this Act.

And whereas it is desirable that trustees be appointed to carry into effect the provisions of this Act, or some of them as herein-after more particularly appearing, and the said Henry Lamplugh Wickham and the Honourable Edward Ignatius Arundell are willing to accept the said trusts and to be appointed trustees of this Act, and they have been approved of by the Court of Chancery as such trustees, as herein-after certified:

Costs moderated and settled.

And whereas in pursuance of the said order of the twenty-second day of February one thousand eight hundred and seventy-three the costs, charges, and expenses thereby ordered to be moderated

A.D. 1874.

and settled, have been moderated and settled at the sum of ninety-one thousand six hundred and seventy-seven pounds twelve shillings and twopence, as appears by the certificate of Joshua Bird Allen, Esquire, the chief clerk of His Honour the Vice-Chancellor Sir James Bacon, dated the ninth day of May one thousand eight hundred and seventy-four:

Certificate of chief clerk of Vice-Chancellor Bacon.

And whereas in pursuance of the said order of the twenty-second day of February one thousand eight hundred and seventy-three, the draft of this Act has been settled by His Honour the Vice-Chancellor Sir James Bacon, and by the certificate of the chief clerk of the said Vice-Chancellor, dated the ninth day of May one thousand eight hundred and seventy-four, it was certified that pursuant to the said order of the twenty-second day of February one thousand eight hundred and seventy-three the draft of a Bill to be submitted to Parliament for an Act, to be intituled "An Act to authorise the "raising of certain moneys on the security of certain estates in "the county of Southampton, commonly known as the Tichborne "Estates, and in the counties of Middlesex, Lincoln, Buckingham, "and Dorset, commonly known as the Doughty Estates, and for "other purposes," had been settled and approved by the Judge, and was identified by the said chief clerk's signature in the margin thereof, and that the said Henry Lamplugh Wickham and Edward Ignatius Arundell are proper parties to be appointed trustees of such Act, and that the several instruments, facts, and events recited in the preamble of such draft Bill had been proved to the satisfaction of the said court, and the said certificate was approved by His Honour the said Vice-Chancellor Sir James Bacon and filed:

And whereas the aforesaid objects cannot be effectually accomplished without the authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal subjects, the said Sir Henry Alfred Joseph Doughty Tichborne, Baronet, (by the said Henry Lamplugh Wickham and the Honourable Teresa Mary Josephine Wickham, his wife, the guardians as aforesaid of the person and estates of the said Sir Henry Alfred Joseph Doughty Tichborne,) and the said Henry Lamplugh Wickham and Teresa Mary Josephine Wickham, his wife, 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:

Short title.

1. In citing this Act for any purpose it shall be sufficient to use the expression "The Tichborne and Doughty Estates Act, 1874."

A.D. 1874.

Interpretation clause.

2. The following expressions used in this Act shall have the several meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction:

"Tichborne estates No. 1."

(*a.*) The expression "Tichborne estates No. 1" shall mean the manors, messuages, lands, tenements, and hereditaments specified in the first schedule to this Act, and all other hereditaments, if any, which now are (or which may hereafter be or become) subject to the subsisting limitations, uses, or trusts of the herein-before recited indenture of settlement of the fourth day of May one thousand eight hundred and forty-four:

"Tichborne property No. 2."

(*b.*) The expression "Tichborne property No. 2" shall mean the messuages, lands, tenements, and hereditaments specified in the first part of the second schedule to this Act, and all other hereditaments and premises which have been (or may hereafter be) purchased with any part of the herein-before mentioned sum of one hundred thousand pounds, and all other hereditaments, if any, which now are or which may hereafter be or become subject to such of the limitations, uses, or trusts by the herein-before recited indenture of settlement of the tenth day of May one thousand eight hundred and fifty limited and declared of or concerning the hereditaments at Hawkley and West Tisted, therein comprised as aforesaid, as are now subsisting or capable of taking effect, and the several charges paid off or assigned and investments made out of the said sum of one hundred thousand pounds, and the unraised residue of the said sum of one hundred thousand pounds respectively specified in the second and third parts of the said second schedule to this Act:

"Doughty estates."

(*c.*) The expression "Doughty estates" shall mean the manors, messuages, lands, tenements, and hereditaments specified in the third schedule to this Act, and all the hereditaments, if any, in the several counties of Middlesex, Lincoln, Buckingham, and Dorset, which now are (or which may hereafter be or become) subject to the subsisting trusts of the will and codicils of the said Elizabeth Doughty, or to the subsisting limitations, uses, or trusts of the herein-before recited indenture of settlement of the fourteenth day of June one thousand eight hundred and twenty-seven, or the herein-before recited indenture of the tenth day of May one thousand eight hundred and fifty, or the

said will of the said Roger Charles Tichborne with reference thereto respectively:

"Liabilities to be raised."

(*d.*) The expression "liabilities to be raised" shall mean the said sum of ninety-one thousand six hundred and seventy-seven pounds twelve shillings and twopence, the amount of the costs, charges, and expenses so moderated and settled as aforesaid, together with interest at the rate of four pounds per centum per annum from the date of the said certificate of the ninth day of May one thousand eight hundred and seventy-four on so much thereof as the Court of Chancery may direct, and the amount of any costs, charges, and expenses, not exceeding one hundred and fifty-five pounds nine shillings and eightpence, incurred in respect of payments and advances heretofore made by any person or persons for or towards payment of any part of the said costs, charges, and expenses so moderated and settled as aforesaid, and the costs, charges, and expenses of all parties of applying for, obtaining, and passing this Act, as moderated and settled according to the usage and practice of Parliament, or by the Court of Chancery in the herein-before mentioned suits of Mostyn v. Emanuel, Mostyn v. Carter, Mostyn v. Tichborne No. 1, Tichborne v. Arundell, and Mostyn v. Tichborne No. 2, or any of them, or by any other order of the said court made upon the application of any person interested, in a summary way by petition, motion, or summons intituled In the matter of this Act, and the costs of and attending such moderation and settlement respectively:

"Trustees of this Act."

(*e.*) The expression "the trustees of this Act" shall mean the said Henry Lamplugh Wickham and Edward Ignatius Arundell, or the survivor of them, or the heirs of such survivor, or the trustees or trustee for the time being of this Act, whether herein nominated or hereafter to be appointed in pursuance of the power in that behalf hereinafter contained.

"Tichborne estates No. 1" vested in the trustees of this Act.

3. The said "Tichborne estates No. 1" shall be and are hereby vested in the said Henry Lamplugh Wickham and Edward Ignatius Arundell, their heirs and assigns, freed and discharged from the several incumbrances specified in the second part of the second schedule to this Act as forming part of "Tichborne property No. 2," and from the several terms of years or other estates by which the said incumbrances, or any of them, are secured and freed and discharged from the estate in tail male in the said Tichborne

A.D. 1874.

estates No. 1 of the said Sir Henry Alfred Joseph Doughty Tichborne, and from all estates, rights, interests, and powers to take effect or be exercised during the continuance of or after the determination or in defeasance of such estate in tail male.

Part of "Tichborne property No. 2" vested in the trustees of this Act.

4. The messuages, lands, tenements, and hereditaments forming part of the said "Tichborne property No. 2," the particulars whereof are specified in the first part of the second schedule hereto, shall and are hereby vested in the said Henry Lamplugh Wickham and Edward Ignatius Arundell, their heirs and assigns, subject, nevertheless, and without prejudice, to the said jointure rentcharge of eight hundred pounds a year in favour of the said Teresa Mary Josephine Wickham, and to the term of years by which the said rentcharge is secured, but freed and discharged from the estate in tail male in the said hereditaments of the said Sir Henry Alfred Joseph Doughty Tichborne, and from all estates, rights, interests, and powers to take effect or be exercised during the continuance of or after the determination or in defeasance of such estate in tail male.

Upon trust to raise by mortgage of Tichborne estates No. 1 one sixth of the liabilities to be raised.

5. The said Tichborne estates No. 1 shall be and are hereby vested in the said Henry Lamplugh Wickham and Edward Ignatius Arundell, their heirs and assigns, upon trust to raise by mortgage thereof, or of any part or parts thereof, such sum or sums of money as shall be sufficient to pay one equal sixth part of the liabilities to be raised, together with the costs, charges, and expenses of and attending the raising the same sum or sums and applying the same in accordance with the provisions of this Act; all such costs, charges, and expenses to be moderated and settled as aforesaid.

And upon trust to raise by mortgage Tichborne property No. 2 part of another one sixth of the liabilities to be raised.

6. The said messuages, lands, tenements, and hereditaments forming part of the said Tichborne property No. 2 shall be and are hereby vested in the said Henry Lamplugh Wickham and Edward Ignatius Arundell, their heirs and assigns, upon trust to raise by mortgage thereof, or of any part or parts thereof, such sum or sums of money as shall be sufficient, or as together with any moneys to be raised out of the residue of "Tichborne property No. 2," as herein-after mentioned, shall be sufficient, to pay one other equal sixth part of the liabilities to be raised, herein-after referred to as "the said secondly herein-before mentioned sixth part of the liabilities to be raised," together with the costs, charges, and expenses of and attending the raising such sum or sums and applying the same in accordance with the provisions of this Act; all such costs, charges, and expenses to be moderated and settled as aforesaid.

A.D. 1874.

Nature of the security to be given by the trustees of this Act.

7. As a security for the money so to be raised, or any part or parts thereof, it shall be lawful for the trustees of this Act at one time or several times to grant or demise, surrender, or otherwise assure all or any of the said Tichborne estates No. 1, or part of Tichborne property No. 2, by way of mortgage, either with or without power of sale, and all other usual and necessary powers and provisions as shall be thought fit, and either in fee simple or for any term or terms of years with or without impeachment of waste, to any person or persons, corporation or corporations, willing to lend the said money, or to the nominee or nominees of such person or persons, corporation or corporations, but subject to a proviso for the redemption or making void of the security on repayment of the principal sum or sums so borrowed, with interest for the same at any rate not exceeding five pounds per centum per annum, at the time or times and in the manner to be specified in such mortgage or mortgages.

Trustees of the £100,000 fund to raise residue of one sixth of the labilities to be raised.

8. It shall be lawful for the said William Mostyn and Vincent Gosford, 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 sum of one hundred thousand pounds, and of the term of eight hundred years created by the secondly herein-before recited indenture of the ninth day of May one thousand eight hundred and fifty, or of the charges paid off or assigned and investments made out of the said sum of one hundred thousand pounds, and they are hereby required at any time or times after the passing of this Act, by raising all or any part or parts of the unraised residue of the said sum of one hundred thousand pounds, and by transferring or assigning all or any of such charges as specified in the second part of the second schedule to this Act, and by calling in and obtaining payment of all or any of the several investments specified in the third part of the second schedule to this Act, or by any of those ways, and at one time or several times, to raise such sum or sums of money as shall be sufficient, or as together with any moneys to be raised out of the messuages, lands, tenements, and hereditaments forming part of the said Tichborne property No. 2 as aforesaid shall be sufficient, to pay the said secondly herein-before mentioned sixth part of the liabilities to be raised, together with the costs, charges, and expenses of and attending the raising such sum or sums and applying the same in accordance with the provisions of this Act; all such costs, charges, and expenses to be moderated and settled as aforesaid, and as free from all subsisting rights and interests therein or thereto respectively.

A.D. 1874.

The trustees of Roger Charles Tichborne's will to raise by mortgage of Doughty estates four sixths of the liabilities to be raised.

9. The said Doughty estates shall be and continue and are hereby vested in the said Sir Pyers Mostyn and William Mostyn, their heirs and assigns, as such trustees of the said will of the said Roger Charles Tichborne (subject, nevertheless, or without prejudice as to the parts of the said estates affected thereby respectively, to the several incumbrances and charges specified in the fourth schedule to this Act, and the several terms of years and other estates by which the said incumbrances and charges, or any of them, are secured, but free from all other estates and interests subsisting therein), upon trust to raise by mortgage of the said Doughty estates, or of any part or parts thereof, such sum or sums of money as shall be sufficient to pay the remaining four equal sixth parts of the liabilities to be raised, together with the costs, charges, and expenses of and attending the raising the same four sixth parts, and applying such sum or sums in accordance with the provisions of this Act, such costs, charges, and expenses to be moderated and settled as aforesaid; and as a security for the money so to be raised it shall be lawful for the said Sir Pyers Mostyn and William Mostyn, or the survivor of them, and the heirs and assigns of such survivor, or other trustees or trustee for the time being of the will of the said Roger Charles Tichborne, at one time or several times, to grant or demise, surrender, or otherwise assure all or any of the said Doughty estates (subject or without prejudice as aforesaid) by way of mortgage either with or without power of sale, and all or any other usual and necessary powers and provisions as shall be thought fit, and either in fee simple or for any term or terms of years with or without impeachment of waste, to any person or persons, corporation or corporations, willing to lend the said money, or to the nominee or nominees of such person or persons, corporation or corporations, but subject to a proviso for redemption or making void the security on repayment of the principal sum or sums so borrowed, with interest for the same at any rate not exceeding five pounds per centum per annum, at the time or times and the manner to be specified in such mortgage or mortgages; and, if necessary or desirable, for the purpose of facilitating the raising of such sum or sums as aforesaid it shall be lawful for the trustees or trustee for the time being of the will of the said Roger Charles Tichborne to raise by mortgage as aforesaid such further sum or sums of money as shall be sufficient to pay off all or any of the gross sums specified in the said fourth schedule to this Act, together with the costs, charges, and expenses of and attending the raising the same and applying such sum or sums in accordance with the provisions of this Act, such costs, charges, and expenses to be moderated and settled as aforesaid, and

therewith to pay off the same gross sums, or any of them, and to take transfers thereof or cause transfers thereof to be made to or in trust for any person or persons, corporation or corporations, willing to lend the said money, and to do all such other acts and things for consolidating all or any of the said gross sums specified in the said fourth schedule, and the securities for the same, with any mortgage or mortgages on the Doughty estates, to be made under the trusts or powers of this Act, or for otherwise transferring or assuring the same gross sums or Doughty estates, or any part thereof, as the last-mentioned trustees or trustee shall think fit; and any trustees or trustee of any of such gross sums, or the securities for the same, are hereby authorised to join or concur in any such acts or things as last aforesaid.

Trustees receipts to be discharges to mortgagees.

10. The receipt of the respective trustees or trustee hereby directed or authorised to raise moneys to pay any part or parts of the liabilities to be discharged for any moneys paid to them or him by virtue of this Act, or in execution of any of the trusts or powers hereof, shall effectually discharge therefrom the person or persons paying the same, and shall exonerate such person or persons from being concerned to see to the application or being answerable for the loss or misapplication thereof.

Power to advance moneys belonging to Sir Henry Alfred Joseph Doughty Tichborne.

11. Any moneys belonging to the said Sir Henry Alfred Joseph Doughty Tichborne, whether arising or to arise from past or future accumulations of rents, or otherwise, may, during his minority, be advanced on the security of any mortgage or mortgages to be made under any of the trusts or powers of this Act, or any transfer or transfers of any such mortgage or mortgages, and such advances may be made at such time or times and in such manner in all respects as the Court of Chancery shall, either in the said existing suits in such courts, or any of them, or otherwise, direct; and the security or securities for such advances shall be taken in the names or name of the guardian or guardians for the time being of the estates of the said Sir Henry Alfred Joseph Doughty Tichborne, or of such other person or persons as trustees or a trustee for the said Sir Henry Alfred Joseph Doughty Tichborne, as the Court of Chancery shall direct.

Application of moneys raised in payment of the liabilities to be raised.

12. The moneys to be raised out of the said Tichborne estates No. 1, and the said Tichborne property No. 2, and the said Doughty estates respectively, under or by virtue of the trusts or powers in this Act contained, shall be applied in the first place in payment of the costs, charges, and expenses of and attending the raising and applying the same moneys respectively, and the residue thereof respectively shall be applied in or towards payment of the liabilities

A.D. 1874.

to be raised, with such interest thereon as aforesaid, or in repayment of advances made for or towards payment of any part or parts of the liabilities to be raised, with such interest as aforesaid on such advances to such person or persons, at such time or times, and in such manner in all respects as the Court of Chancery shall direct, in accordance with this Act, either in the said existing suits in such court, or any of them, or otherwise.

Interest on advances heretofore made towards payment of the liabilities.

13. Any interest payable for or in respect of payments and advances heretofore made by any person or persons for or towards payment of any part or parts of the liabilities to be raised shall be paid out of the rents, profits, and income of the said Tichborne estates No. 1 and Tichborne property No. 2 to such person or persons, at such time or times, and in such manner in all respects as the Court of Chancery shall direct, in manner aforesaid, but without prejudice to the provisions for raising money in this Act contained.

Interest on moneys raised by mortgage of Tichborne estates No. 1.

14. All interest becoming due during the minority of the said Sir Henry Alfred Joseph Doughty Tichborne for or in respect of any principal sum or sums of money secured and owing by virtue of any mortgage or mortgages of the said Tichborne estates No. 1, or the said Tichborne property No. 2, or any part or parts thereof, respectively made under the trusts or powers of this Act, shall be paid and kept down out of the rents and profits and income of the said Tichborne estates No. 1 and the said Tichborne property No. 2 respectively, or such part or parts thereof respectively as shall be included in such mortgage and mortgages.

Certain moneys to form part of sinking fund.

15. All arrears (if any) of interest on the unraised residue of the said sum of one hundred thousand pounds to which the said Sir Henry Alfred Joseph Doughty Tichborne is entitled at the time of the passing of this Act shall, without prejudice to the provisions for raising money under this Act, be raised as if this Act had not been passed and paid to the trustees of this Act, and shall be invested, and the interest of the investments accumulated in like manner with the annual sum of five hundred pounds herein-after mentioned, and shall form and be applied as part of the sinking fund herein-after mentioned.

Sinking fund for discharge of mortgages on Tichborne estates No. 1, and to recoup Tichborne property No. 2.

16. From and after the passing of this Act, and until the said Sir Henry Alfred Joseph Doughty Tichborne shall attain the age of twenty-one years, or shall die under that age without issue male, or until the sinking fund to be formed as herein-after mentioned shall be sufficient to pay off the principal sums which may be raised under the trusts or powers of this Act out of the said Tichborne estates No. 1 and Tichborne property No. 2, or any part or parts thereof respectively (whichever of those events shall first happen),

an annual sum of five hundred pounds out of the rents, profits, and income of the said Tichborne estates No. 1 and Tichborne property No. 2 shall, without prejudice to the provisions for raising money under this Act, be taken and retained by or paid to the trustees of this Act, and shall be invested in the names of the trustees of this Act in any one or more of the kinds of security upon which cash under the control of the Court of Chancery may be invested (with power from time to time to vary the securities), for the purpose of forming a sinking fund for the payment of the principal sums which may be raised as aforesaid out of the said Tichborne estates No. 1 and Tichborne property No. 2, and the income of the said investments shall from time to time be in like manner invested and accumulated in the way of compound interest until such time as last aforesaid; and upon the determination of the aforesaid period of accumulation the said investments shall be called in or converted into money, and the money to arise therefrom, or a sufficient part thereof, shall be applied (as between the said Tichborne estates No. 1 and Tichborne property No. 2 in equal proportions) in or towards payment of the moneys raised out of the said Tichborne estates No. 1 and the said Tichborne property No. 2, and in exoneration of the said estates and property respectively therefrom, as the Court of Chancery shall direct, in manner aforesaid: Provided always, that at any time after the passing of this Act, and before the determination of the aforesaid period of accumulation, any moneys for the time being forming part of the said sinking fund, or liable to be invested as forming part of the said sinking fund, or to arise from the calling in and conversion of any of the said investments, may be applied in part payment of the moneys raised as aforesaid out of the said Tichborne estates No. 1 and Tichborne property No. 2, and as between such estates and property respectively in equal proportions; and such application shall be made at such time or times and in such manner in all respects as the Court of Chancery shall direct, in manner aforesaid, and without prejudice to the provisions herein-before contained with reference to the remainder of the said sinking fund during the residue of the aforesaid period of accumulation.

Provision in case of mortgages called in.

17. Upon any mortgage made under the provisions of this Act being called in, the respective trustees or trustee hereby directed or authorised to raise moneys may procure the money required to pay off such mortgage either by a transfer thereof or by a new mortgage, and the costs, charges, and expenses to be incurred in relation thereto, to be moderated and settled as aforesaid, may be raised by the said respective trustees or trustee by mortgage as aforesaid.

A.D. 1874.

Trusts of equity of redemption of Tichborne estates No. 1.

18. Subject to any mortgage or mortgages to be created in exercise of the trusts or powers of this Act, the said Henry Lamplugh Wickham and Edward Ignatius Arundell, their heirs and assigns, shall stand seised and possessed of the said Tichborne estates No. 1 and of the said hereditaments forming part of Tichborne property No. 2 respectively, upon trust for such person or persons as would have been entitled to the said Tichborne estates No. 1 or to the said hereditaments forming part of Tichborne property No. 2 respectively in case this Act had not been passed, and, subject to any mortgage or mortgages to be created as aforesaid, every such person shall be entitled to such estate or interest and shall have such powers of every kind in or over the equity of redemption of the said Tichborne estates No. 1 and of the said hereditaments forming part of Tichborne property No. 2 respectively as he or she would have had in or over the said Tichborne estates No. 1 in case this Act had not been passed; and the powers of sale and exchange and leasing, and all other powers of every kind over the said Tichborne estates No. 1 and the said hereditaments forming part of Tichborne property No. 2 respectively, or any part thereof respectively, which, if this Act had not been passed, would have been exerciseable by any trustees or trustee or other persons or person, shall continue to be exerciseable by such trustees or trustee, persons or person, as if this Act had not been passed, but without prejudice to any mortgage or mortgages to be created as aforesaid.

Trusts of residue of Tichborne property No. 2.

19. After payment of the moneys herein-before directed or authorised to be raised out of the moneys and investments forming part of the said Tichborne property No. 2, the said William Mostyn and Vincent Gosford, their executors, administrators, and assigns, shall stand possessed of the residue of the said moneys and investments forming part of the said Tichborne property No. 2, and specified in the second and third parts of the second schedule to this Act, or of the money to be raised by calling in such investments, and of any surplus moneys to arise from or out of the sinking fund herein-before provided and not so applied as aforesaid, and which shall be paid to them or him accordingly, upon the trusts and for the ends, intents, and purposes, and with, under, and subject to the powers of every kind, upon, and for, and with, under, and subject to which the premises specified in the second and third parts of the second schedule to this Act would have been held in case this Act had not been passed.

Trusts of equity of redemption of Doughty estates.

20. Subject (as to the parts of the said Doughty estates affected thereby respectively) to the several incumbrances and charges specified in the fourth schedule to this Act, and subject to any

mortgage or mortgages of the said Doughty estates, or any part or parts thereof, to be created in exercise of the trusts or powers of this Act, the said Sir Pyers Mostyn and William Mostyn, their heirs and assigns, shall stand seised and possessed of the said Doughty estates, upon trust for such person or persons as would have been entitled thereto in case this Act had not been passed; and, subject as aforesaid, every such person shall be entitled to such estate or interest and shall have such powers of every kind in or over the equity of redemption of the said Doughty estates as he or she would have had in or over the same estates in case this Act had not been passed.

Power to appoint new trustees of this Act.

21. If the said Henry Lamplugh Wickham and Edward Ignatius Arundell, or either of them, or any trustees or trustee of this Act to be appointed in manner herein-after mentioned, shall die, or become incapable or unfit to act, or go to reside abroad, or refuse to act, or to act further in, or desire to be discharged from the trusts of this Act before the same trusts shall have been fully performed, then, and in every or any of such case, and as often as occasion shall require, it shall be lawful for the Court of Chancery in the aforesaid suits of Mostyn v. Emanuel, Mostyn v. Carter, Mostyn v. Tichborne No. 1, Tichborne v. Arundell, and Mostyn v. Tichborne No. 2, or any of them, or otherwise, to appoint a fit person or fit persons to be a trustee or trustees of this Act in the place of the said trustee or trustees so dying, becoming incapable or unfit to act, going to reside abroad, or refusing, or desiring to be discharged as aforesaid, and generally to exercise in relation to the trusts and trust property, and the trustees of this Act, all or any of the powers conferred on the said Court of Chancery by the Trustee Act, 1850, and by the Act to extend the provisions of the Trustee Act, 1850.

General saving clause.

22. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all and every other person or persons, bodies politic and corporate, his, her, and their heirs, successors, executors, administrators, and assigns (other than and except the several persons by this Act expressly excepted out of this general saving), all such estate, right, title, and interest of, in, or out of the said Tichborne estates No. 1, and the said Tichborne property No. 2, and the said Doughty estates respectively, or any part thereof respectively, as they, every or any of them, had before the passing of this Act, or would or might have had in case this Act had not been passed.

Exceptions out of general saving.

23. Provided always, that the following persons are excepted out of the general saving of rights in this Act contained; (to wit,) the

A.D. 1874.

said Sir Henry Alfred Joseph Doughty Tichborne, and the heirs male of the body, and the heirs general of the body, and the right heirs of the said Sir Henry Alfred Joseph Doughty Tichborne, the said Elizabeth Anne Dowager Baroness Dormer, the said James Charlemagne Dormer, and his heirs, the said Dame Katharine Mary Elizabeth Radcliffe, the said Sir Joseph Percival Pickford Radcliffe, the said Henry Joseph Francis Radcliffe, and the heirs male of his body, the said Philip John Joseph Radcliffe, and the heirs male of his body, the said Bernard Radcliffe, and the heirs male of his body, the said Roger Chideock Radcliffe, and the heirs male of his body, every future born son of the said Dame Katharine Mary Elizabeth Radcliffe, and the heirs male of the body of every such future born son, the said Joseph Edward Radcliffe, and the heirs male of his body, the said Mary Agnes Katharine Radcliffe, and the heirs male of her body, the said Mary Filomena Radcliffe, and the heirs male of her body, the said Mary Katharine Radcliffe, and the heirs male of her body, every future born daughter of the said Dame Katharine Mary Elizabeth Radcliffe, and the heirs male of the body of every such future born daughter, the said Everard Aloyzius Gonzaga Arundell, the first and other sons of the said Everard Aloyzius Gonzaga Arundell, and the heirs male of their respective bodies, the said Henry Lamplugh Wickham and Teresa Mary Josephine Wickham, his wife, the said Renfric Arundell in his capacity of surviving trustee of the said settlement of the fourth day of May one thousand eight hundred and forty-four, the said William Mostyn and Vincent Gosford, their heirs, executors, administrators, and assigns, in their capacity of trustees of the several incumbrances and investments specified in the second and third parts respectively of the second schedule to this Act, the said Sir Pyers Mostyn and William Mostyn, their heirs and assigns, in their capacity of trustees of the will of the said Roger Charles Tichborne.

Act as printed by Queen's printers to be evidence.

24. 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.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

TICHBORNE ESTATES No. 1.

THE MANORS OF TICHBORNE, WEST TISTED, MERRYFIELD, PRIOR'S DEAN, AND COLEMORE.

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
		WEST TISTED PARISH.			
Aburrow, Benjamin.	30	Merryfield Farmhouse, &c. -	3 1 8		
	31	Part of meadow in West field -	5 0 12		
	32	Coppice close - -	3 1 17		
	33	Merryfield grove - -	8 2 35		
	34 and 35	Little and Great Coombe -	39 1 34		
	43 and 44	Tea Crofts and Thirteen acres	23 3 28		
	45	Plucketts - - -	13 1 7		
	46	Church ground - -	18 2 22		
	48a	West field - - -	15 0 0		
	48b	Two tenements and garden -	0 2 0		
	49	Dell field - - -	10 2 10		
	50	Delmer field - - -	14 2 33		
	51	Little Delmer field - -	4 0 22		
	52	Heath field - - -	10 2 24		
	53a	Home field - - -	19 0 0		
	53b	Orchard in ditto - -	1 0 10		
	54	Inhams coppice - -	7 0 0		
	55	Common piece - -	19 3 32		
	56a	Part of Merryfield common -	6 1 35		
	47a	Readings - - -	20 2 29		
	47c	Two tenements and gardens -	0 2 8		
	167	Great Common piece -	4 0 0		
	47b	Fowler's Long Close, &c. -	6 1 12		
			256 1 18	250 0 0	
		COLEMORE AND PRIOR'S DEAN PARISHES.			
Allam, John	104	Coxford coppice - -	2 0 29		
	105	Coxfords - - -	7 0 0		
	56	French green - -	0 3 35		
	114a	French green - -	1 0 0		
	121	Garden field - -	16 0 12		
	122	House, yard, buildings, and garden - - -	0 3 22		
	123	Orchard - - -	2 1 25		
	124	Hop ground - - -	1 0 0		
	125	Barn field - - -	6 2 26		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	131	Cow leaze - - -	10 0 15		
	132	Bishops - - -	3 2 20		
	133	Little mead - - -	0 3 3		
	134	Broad field - - -	7 0 32		
	135	Bottom field - - -	8 0 20		
	136	Green field - - -	11 0 11		
	137	Bottom field - - -	8 1 20		
	175	Allotment of common - -	20 3 20		
	176	Ditto - -	13 1 20		
	130a	Lower North Crates - -	13 2 30		
	130b	Pond and waste by ditto -	0 1 10		
	138	Graffle - - -	9 1 25		
	139	Coney Ash - - -	10 1 34		
	140	Three acres - - -	4 1 13		
	141	Great woods - -	16 0 17		
	142	Fearney field - - -	11 2 3		
	145	East down - - -	8 0 33		
	146	Water field - - -	10 3 12		
	147	Snow down - - -	11 3 37		
	148	Mead - - -	2 0 0		
	149	Garden field - - -	8 0 0		
	150	House, yard, buildings, and garden - - -	1 0 33		
	151	Barn field - - -	3 1 39		
	152	Windmill coppice - -	4 1 27		
	177	Allotment of common -	21 0 14		
	178	Ditto - -	24 3 30		
	42	Three tenements and gardens -	0 1 5		
	74, 75, and 76	Upper, middle, and lower Pepper land - - -	27 1 12		
	77a	Tenement, yard, buildings, and garden - - -	0 1 25		
	77b	Herring lands - - -	20 3 29		
	71	Button's Barn lands - -	15 2 17		
	72	Field adjoining Pepper lands -	11 0 9		
	73	Field near the Barn - -	3 0 20		
	126	Lolly field - - -	6 2 29		
	127	Twelve acres - - -	10 0 14		
	128	Nine acres - - -	8 2 18		
	129	Six acres - - -	6 2 17		
	290b	Keeper's house and garden -	0 2 25		
	294	Cottage and garden - -	0 0 37		
				395 1 4	235 10 0
		Tichborne Parish.			
Allen, George	125b	Part of Home field - -	1 2 23		
	169a	Pasture - - -	0 3 10		
	part 179	House, garden, and buildings -	0 0 28		
		West Tisted Parish.			
	225a	Strip of land north of Gosport Road - - -	7 2 15		
	228	Part of Colemore Wood -	5 2 16		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
		Colemore and Prior's Dean Parishes.	A. R. P.	A. R. P.	£ s. d.
	179a	Allotment - - -	1 1 20		
	179b	Ditto - - -	8 2 20		
	180	Barnet house and garden -	1 0 7		
				26 3 19	60 0 0
		West Tisted Parish.			
Baker, George	112	Piece of arable and furze -	2 1 0		
	143a	Allotment - - -	2 0 25		
	143b	Ditto and building - -	0 3 30		
	part 144	Cottage and garden - -	0 3 9		
	part 144	Tenement and garden at Cannon Dell - - - -	0 0 0		
	145	Cottage and garden - -	0 3 25		
				7 0 9	9 0 0
		Liss Parish.			
Barnett, Frederick.	625	The Great Nap Field - -	8 3 27		
	626	The Old Lane - - -	0 0 17		
	627	The Little Roundabout -	3 1 25		
	628	The Roundabout Coppice -	5 1 29		
	629	The Lower Roundabout -	7 0 24		
	630	The Peaked Nap Coppice -	2 3 0		
	631	Ditto Field -	4 2 12		
	632	The Great Coppice - -	4 0 34		
	635	Barn and yard - -	0 0 24		
	636	The Upper Pasture - -	5 1 26		
	637	The Hither ditto - -	5 0 16		
	640	The Six Acres - -	6 1 27		
	641	The Great Meadow - -	9 1 39		
	642	The Bean Field - -	4 0 4		
	646	Redcroft Mead - -	10 0 8		
				77 0 32	87 10 0
		West Tisted Parish.			
Balding, William.	85a	Grace's Paddock - -	4 0 25		
	80b and 81b	Field - - -	8 0 7		
	84a	House, yard, garden, and building - - - -	1 3 12		
	84b	Arable behind - -	3 3 9		
				17 3 13	18 10 0
		West Tisted Parish.			
Benford, George King.		Stocks, farmhouse, yard, garden, and buildings - -	2 1 28		
	60	Ten acres - - -	7 2 11		
	64	Court field - - -	39 3 15		
	73	Brokes - - -	21 0 20		
	74	Brokes farm field - -	22 1 18		
	75	Hummocks - - -	0 2 20		
	76	Ashen Wood tenements, yard, buildings, and pasture -	3 0 0		
	77	Little Ashen Wood - -	4 2 37		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	78a	Ashen Wood Field - -	19 3 1		
	78b	Ashen Wood Field - -	17 0 11		
	79, 82, and 83	Court, garden, &c. - -	17 1 25		
	101	Six Acres } In			
	102	Lower Twelve Acres } one	22 0 8		
	105	Nine Acres } field.			
	103, 104a	Upper and Dell Twelve Acres	16 3 31		
	104b	Part of Dell Twelve Acres -	2 0 0		
	106a	Martins - - -	29 3 30		
	107	By ditto - - -	0 0 30		
	108a	Cottages and gardens in Pound Close - - -	0 3 34		
	108b, 109, 110, 111	Pound Close, Eighteen Acres, &c. - - -	29 1 26		
	113	Allotment - - -	13 0 8		
	114	Ditto - - -	51 0 32		
	87	Cottage and garden - -	0 0 30		
	86	Field and stocks - -	4 1 39		
	61	Field near Place Farm -	5 2 38		
	62 and 63	Malthouse Paddock - -	7 0 28		
	65	Field near Ashen Wood -	4 0 22		
				343 1 22	385 0 0
		WEST TISTED PARISH.			
Bentley, Edward.	152a	Field - - -	5 2 9		
	152b	Ditto - - -	0 3 35		
	152c	House, garden, yard, and buildings - - -	0 1 24		
	153	Coppice - - -	0 3 21		
	152a and 154	Field - - -	6 2 9		
				14 1 18	14 0 0
		PRIOR'S DEAN PARISH.			
Bricknell, Thomas Edward.	32a	Field - - -	4 2 29		
	32b	Cottage and garden - -	0 0 31		
				4 3 20	4 5 0
		WEST TISTED PARISH.			
Cobb, Henry	56b, 56c, 56d	Merryfield Common - -	18 3 36		
	57	West Tisted Common Piece -	6 3 20		
	173, 174	Allotment - - -	3 2 0		
	175, 207	Ditto - - -	9 2 37		
	176	Field - - - -	4 0 32		
	177	Ditto - - -	3 0 38		
	178	Ditto - - -	2 3 16		
	203	Ditto and rick yard - -	5 1 16		
	204	Field behind the house -	2 0 23		
	205	House, yard, garden, and buildings - - -	0 3 12		
	206	Sandpits, field, and pond -	3 1 8		
	172	Picked Close - - -	5 2 0		
	209	Allotment - - -	10 2 5		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	210, 211, 212, and part 213	Field - - -	7 3 18		
	215a	New piece - - -	13 2 30		
	214	Field - - -	3 1 30		
				102 0 1	61 0 0
		Colemore and Priors' Dean Parishes.			
Collis, Charles	181, part 247	Allotment - - -	23 0 23		
	238 and 239	Deadman's field - -	28 3 14		
	240	Six acres - - -	4 3 17		
	241	Home Close - - -	15 0 6		
	242	House, yard, garden, buildings, rickyard, and pond -	1 3 0		
	243	Home Mead - -	1 0 13		
	183, 244	Part of Barn field - -	12 2 36		
	182, 245	Ditto - - -	21 0 16		
	246	Pond field - - -	10 3 17		
	260a	Tenement and garden -	0 0 22		
	260b, 261	Upper Coppice Paddock -	6 0 33		
	265	Little Rowley - -	8 1 6		
	266	Great ditto - - -	18 1 22		
	237 and 267	Sparks and Lillies - -	33 1 2		
	268	Thornhouse Barn Mead -	2 2 0		
	271, 272	Little and Great Parsons' Paddock - - -	10 2 35		
	273	Long Close - - -	21 3 32		
	274	Thumplebury Twelve Acres -	11 1 16		
	275	Starve Acre - - -	16 3 32		
	276	Starve Acre Row - -	1 1 19		
	277	Thumplebury Wood - -	7 1 35		
	278	Stoney Paddock - -	3 0 13		
	279	Bedsteddle Field - -	7 3 8		
	280	Common Ten Acres - -	9 1 4		
	281	Allotment of common -	46 1 10		
	284	House, barn-yard, and buildings - - - -	1 2 33		
	285	Cottage and garden - -	0 3 25		
	286	Meadow - - -	0 2 20		
	287	Barn piece - - -	11 2 35		
	288	Grove Coppice - -	1 2 2		
	289	Bushey Field - - -	21 1 27		
	290a	Lane Close - - -	11 2 22		
	291 and 293	Barn Piece and Gammon's Paddock - - -	21 1 4		
	292	Gate Mead - - -	0 2 39		
	295	Otterills - - -	9 1 14		
	296	Otterills Coppice - -	2 0 29		
	297	Lower Grove - -	0 3 32		
	298	Bottom Field - -	9 3 11		
	299 and 300	Upper and Lower Winns -	10 1 13		
	301	Barn Field - - -	10 2 25		
	302	Shell Field - - -	3 2 15		
	303	Barn Field Coppice - -	1 3 24		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	304	Long Close - - -	4 0 0		
	305	Dell Field - - -	9 3 37		
	306 and 307a	Pond Field - - -	18 0 36		
	307b	High Field - - -	7 0 39		
	308 and 310	Mead Field and Home Field -	25 1 15		
	309	Home Mead - -	1 3 34		
	311	Plain Woods - - -	18 1 8		
	312	Plain Row - - -	5 2 19		
	315 and 316	Cottage and garden - -	0 3 38		
	313	Corner field - - -	5 1 3		
	314	Allotment of common -	31 1 12		
	318a	Part of allotment - -	26 1 4		
	318b	Ditto - - -	19 2 26		
	319	Ditto - - -	3 2 10		
	320	Ditto - - -	38 2 30		
	321	Allotment of common -	40 0 0		
	part 247	Arable - - -	7 0 0		
	259	Five Ashes - - -	2 0 0		
	317	Cottage and garden - -	0 3 38		
	322	Colemore Wood - -	73 2 24		
		Froxfield Parish.			
	142 and 143a	Allotment - - -	12 2 0		
	143b	Ditto - - - -	9 0 17		
	144	Ditto - - -	20 1 14		
			826 3 5	348 10 0	
		West Tisted Parish.			
Cook, Elizabeth.	119	Allotment - - -	8 1 26		
	120	Ditto - - -	7 1 11		
	121a	Ditto - - - -	11 0 10		
	121b	Ditto - - -	11 0 0		
	133, 132	Close - - -	9 2 14		
	135, 136, 140, 441, 138	Grass, close, &c. - -	10 3 30		
	115a	Allotment - - -	4 3 0		
	115b	Ditto - - -	8 3 0		
	115c	Ditto - - -	9 1 20		
	115d	Ditto - - -	8 2 20		
	115e	Ditto - - -	8 2 20		
	122a	New piece - - -	10 0 0		
	122b	Ditto - - -	8 1 15		
	147, 148, 149, 150	High field, barn field, &c. -	20 2 7		
	151a	House, yard, buildings, and garden - - -	0 1 30		
	151b	Meadow - - -	1 1 30		
	165	Little common piece - -	4 0 29		
	168	Heath field - - -	7 1 0		
	186	Stave Close - - -	6 2 28		
	187, 188, 189	Brick kiln, piece, &c. - -	17 2 17		
	218	New piece - - -	16 3 15		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	116	Allotment - - -	10 0 0		
	126	Rough pasture - -	0 2 37		
	127	Allotment, brick kiln, &c. -	2 0 6		
	129	House, yard, buildings, and garden - - -	0 1 25		
	part 168	Long Close, &c. - -	6 1 18		
	123	Allotment - - -	1 3 5		
	215c	Part of new piece with cottage and garden - -	5 0 20		
	220	Land adjoining Gosport Road	2 3 2		
			220 3 35	188 0 0	
		Froxfield Parish.			
Darvill, Daniel.	226	Cannon's Six Acres - -	7 2 9		
	227	Ditto Twelve Acres -	11 3 34		
	305	Piddle Meadow - -	1 2 19		
	306	Homestead - - -	1 0 33		
	307	Barn Close - - -	6 3 3		
	308a	Greenwell - - -	7 3 0		
	308b	Coppice Row - - -	0 3 20		
	309	Calleywater Close - -	4 3 21		
	310	Bottom Field - -	7 0 16		
	311	Fourteen Acres - -	9 2 25		
	312	Eight Acres - - -	5 0 11		
	313	Arable - - -	7 0 6		
	316	Great Cold Hills - -	8 1 2		
	318	Little ditto - -	6 0 10		
	319	Cold Hills Coppice - -	1 3 14		
	482	Upper Clap Field - -	5 2 31		
	483	Inner ditto - -	5 1 33		
	484	Outer ditto - -	6 3 31		
	486	Two tenements and gardens -	0 1 0		
	487	Barn and yard - -	0 0 36		
	488	Meadow - - -	3 2 7		
	489	Cart House Close - -	7 1 9		
	490	Eight Acres - - -	5 2 38		
	491	Eleven Acres - -	7 2 27		
			130 1 35	121 0 0	
		Tichborne Parish.			
Fitt, Henry	247	Burn Field - - -	16 2 12		
	248	Down Corner - -	22 0 16		
	249	Dill Field - - -	10 1 8		
	250	Ten Acres - - -	11 1 25		
	251	Bottom Field - -	23 2 3		
	252	Home Close - - -	13 1 18		
	253	Two tenements, yard, garden, buildings, and pasture -	3 2 0		
	254	The Hanger - -	24 1 11		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
		Cheriton Parish.			
	108	Little Lawn - -	3 1 26		
	109	Great Lawn - - -	19 2 9		
	111	Shepherd's Close - -	12 2 34		
	112	Great Close - - -	19 2 16		
	113a and 113b	Upper and Lower Cow Down -	32 0 6		
				212 1 24	100 0 0
		West Tisted Parish.			
Forder, George.	58	West Tisted Common Piece -	27 3 12		
	217	Allotment - - -	10 1 20		
	169a	Fifteen Acres - -	6 0 25		
	169b	Part of ditto - -	6 0 26		
	170a	Field - - -	5 0 0		
	170b	Field - - -	4 3 36		
	171	Pond Field - -	7 1 4		
	179	Close - - -	5 2 11		
	180	Close - - -	4 2 28		
	200	House, yard, garden, and buildings - - -	2 1 16		
	201	Close behind ditto - -	3 2 8		
	202	Close east of House - -	5 0 21		
	215b	Part of new piece - -	4 0 20		
	195b and 196	Field - - -	8 0 19		
	195a	Cottage and garden - -	0 2 0		
	216	Allotment - - -	4 1 0		
	181	Arable - - -	7 2 16		
	199	Arable - - -	5 0 39		
				118 3 21	69 6 0
		Tichborne Parish.			
Godwin, Mrs. John.	87	Arable in Sand Pits - -	1 0 36		
	94	Starve Acre - - -	1 2 5		
	166	Arable - - -	1 3 20		
	170	House, garden, and shop -	0 1 20		
	182a	Meadow - - -	10 3 21		
	125a	Part of Home Field -	3 3 19		
	68	Tenement, yard, and buildings	0 1 10		
	69a	The Warren - -	197 2 23		
	69c	Garden - - -	0 0 25		
	71 and 72	Rag Holt - - -	15 3 23		
	73	Nine Acres - - -	28 0 8		
	74	Twenty Acres - - -	16 0 0		
	75	Down - - -	51 1 0		
	76a	Ditto - - -	17 0 28		
	76b	Ditto, by buildings (enclosed)	4 3 12		
	77	Winding Shard - -	47 2 0		
	83	Upper Dean - -	15 2 0		
	84	Ditto - - -	26 2 0		
	85	Goathams - - -	30 1 0		
	86	Sand pits - - -	20 0 18		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	88	Upper Marls - - -	18 0 34		
	89	Hedge row in ditto - -	1 3 2		
	90 and 91a	Lower Marls - -	30 3 18		
	92	Little Shepherd's Close -	7 0 15		
	93a	Great Shepherd's Close -	9 2 0		
	93b	Row in ditto - - -	0 1 15		
	95	Common field - -	22 2 25		
	97	Lower Dean - - -	28 2 24		
	98	Beggar's Nap - -	33 0 27		
	99	Middle Dean - - -	40 0 25		
	121	George's field - -	16 0 0		
	122	Home pasture - - -	8 2 5		
	123	House, yards, garden, and buildings - - -	1 3 24		
	124	Pasture - - -	3 1 10		
	173	Ditto - - - -	1 2 5		
	96	Cottage and garden - -	0 0 35		
	96a	Road - - -	1 2 0		
	116	Water meadow - - -	4 3 15		
	117b	Part of Lynch Hill - -	2 2 3		
	174	Tenements and garden -	0 0 30		
	167	Tenements and garden -	0 0 30		
				724 0 10	598 0 0
		Tichborne Parish.			
Helby, James	171	House and garden - -	0 1 5	0 1 5	21 10 0
		Tichborne Parish.			
Hopgood, Stephen, and others.	175	Tenements and garden -	0 1 10	0 1 10	2 12 0
		Cheriton Parish.			
Hubbard, the Reverend Henry.	167	Two tenements and garden -	0 0 33	0 0 33	12 0 0
		Colemore and Priors' Dean Parishes.			
Mansfield, Henry.	161	Allotment, late Porter's -	2 0 0		
	160	Allotment of common - -	11 2 30		
	43	Pasture - - -	0 2 25		
	44	House, garden, buildings, and pasture - - -	0 1 30		
	45	Allotment of common - -	2 2 19		
	162	Ditto - - -	2 0 0		
				19 1 24	18 10 0
		West Tisted Parish.			
Manns, John	80a	House and garden - -	0 1 4	0 1 4	2 10 0

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
		West Tisted Parish.			
Millard, James	part 213	Tenement and garden - -	0 1 32	0 1 32	2 10 0
		Priors' Dean Parish.			
Mundy, Stephen.	1	House, yard, garden, and buildings - - -	2 1 27		
	2	Round mead - - -	5 3 12		
	3	Ditto - - -	5 2 36		
	4	Nothing field - - -	11 2 0		
	5	Burrow field - - -	21 1 28		
	6	Row above ditto - - -	2 1 0		
	10	Middle field - - -	16 3 25		
	11	South field - - -	11 0 30		
	12	Smith's - - -	10 1 33		
	13	Down - - -	13 3 24		
	14	Paddocks - - - -	10 1 25		
	15	White field - - -	11 2 5		
	16	Bottom field - - -	11 0 23		
	17	Coomb Hanger - -	8 0 25		
	37	South Street - - -	18 3 5		
	38	Lower Horn field - -	12 1 23		
	39	Brooks - - - -	8 3 32		
	40	Upper Horn field - -	14 1 0		
	46	Upper Wood cots - -	8 0 5		
	47	Lower ditto - - -	16 2 20		
	48	Long mead - - -	12 0 0		
	49	Rick yard - - -	0 0 32		
	59	Biddles mead - - -	2 3 1		
	167	Allotment of common -	44 3 4		
	170 and 171	Holborn Hay - - -	20 2 34		
	172	Coppice - - -	2 0 0		
	174	Allotment of common - -	21 0 30		
	19	Varrah Hill field - -	10 1 26		
	29B	Heinfield - - -	1 3 20		
	30	Cottage and garden - -	0 0 20		
				337 3 25	302 10 0
		West Tisted Parish.			
Nicholson, William.	225B	Pasture in front of New Inn, and garden by wood -	1 3 0		
		Froxfield Parish.			
	485	Fisher's pond - -	0 0 19		
	492	Fisher's coppice - - -	16 3 32		
				18 3 11	27 0 0
		West Tisted Parish.			
Paice, George	124B	Buildings and rough ground -	2 1 34		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	117	Allotment near Cannon dell -	5 0 0		
	118	Allotment - -	3 0 0		
	137	Cottage and garden - -	0 1 0		
				10 2 34	6 0 0
		Ovington Parish.			
Smith, Eleanor	2	Part of close - -	3 2 25		
	3	House, garden, yard, and building - - -	1 0 26		
	5 and 6	Close - - -	2 1 0		
				7 0 21	7 14 0
		Tichborne Parish.			
Stratton, James.	50 and 51	The Warren - -	54 3 37		
	53	Two tenements and garden -	1 0 5		
	54	The Warren - -	33 1 20		
	56 and 57	Ditto - - -	16 2 22		
	58	Ditto, above turnpike -	9 0 32		
	59A	Belle Vue - - -	55 2 21		
	60	Holden - - -	4 1 37		
	61	Ditto - - - -	19 1 20		
	62	Ditto - - -	24 0 4		
	63	Ditto - - - -	17 2 25		
	64	Ditto - - -	17 3 0		
	65A	Garden - - -	0 0 25		
	65B	Part of Gander Down -	21 3 21		
	66A	Ditto - - - -	16 0 14		
	67	Tenement, yard, buildings, and garden - - -	0 1 24		
	78	Upper Reads - -	50 3 20		
	79	Lower Reads - -	22 3 0		
	80A	Droveway - -	4 0 0		
	80B	Slab pond and pasture - -	1 0 30		
	80C	Beech Close - -	8 0 18		
	81	Tenement and garden -	0 2 20		
	82	Cold Hill - - -	25 2 27		
	100 and 101	West Hill - - -	51 3 25		
	102	Middle Hill - -	25 0 34		
	103	Occupation road - -	0 3 22		
	104A	Slab pond - - -	8 2 36		
	104B	Ditto - - -	2 3 10		
	105	Ditto - - -	1 1 36		
	106	Lower Dean - - -	39 3 19		
	107	Great Garston - -	16 0 25		
	108	Sevington Farm house, garden, yard, buildings, and rick-yard - - -	4 2 34		
	109	Little Garston - - -	4 0 36		
	112	Two tenements and gardens -	0 1 24		
	113	Buttedge - - -	17 3 25		
	114 and 114A	Water meadow adjoining -	13 2 19		
	115 and part 116	Water meadow - -	11 1 30		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	117	Part of Lynch Hill - -	5 0 7		
	118	Lynchberry Hill - -	34 3 20		
	221, 222, 223	Little and Great Brandworth -	37 2 1		
	227	Long field - - -	13 3 12		
	242	Sevington Heart - -	39 2 9		
	245	Hookham's coppice - -	10 2 30		
	110	Garston - - -	5 2 0		
	111	Water meadow - -	0 1 37		
	224 and part 226	Mill crate - - -	14 3 15		
	225 and part 226	Ditto - - -	9 2 8		
	243	Goodens - - -	10 1 30		
	244	Upper Goodens - -	10 2 16		
	229	Two tenements and gardens -	1 2 20		
		CHERITON PARISH.			
	42 and 43	Cheriton cottage, garden, stables, &c. - - -	1 0 33		
	44	Farm, meadow, and garden -	5 3 17		
	67a	Mill meadow - - -	6 3 16		
	67b	River - - -	0 3 0		
	70	Dell close - - -	6 3 12		
	79	Nineteen acres - -	13 3 20		
	80	Prite lane field - -	9 0 27		
	198	Goose acre meadow - -	0 3 20		
	199	Goose acre - -	3 2 32		
	200	Bank in ditto - - -	0 1 36		
	201	Cheriton mill, house, yard, buildings, and pasture -	0 3 21		
	part 203, 204, 205	Hold - - -	13 3 15		
	206	Hayes hold - - -	10 0 30		
	218	Hold - - -	15 1 22		
	231	The Slab - - -	2 3 20		
				892 2 3	909 0 0
		WEST TISTED PARISH.			
Stubbs, James	1	Place, farmhouse, gardens, yards, buildings, rick-yards, and pond and drove -	4 2 16		
	1a	Tenement and garden in the drove - - -	0 0 14		
	2	Hop garden - - -	0 2 35		
	4	Water mead - -	4 2 23		
	5	Farnberry - - -	22 3 8		
	6	Great Lillage and rows -	38 0 1		
	7	Sixteen acres and rows -	20 3 26		
	8 and part 6	Little Lillage and row -	38 0 11		
	9	Wate's hill and row - -	23 0 6		
	11	Dell field - - -	22 3 16		
	12	Great Kemp and row - -	27 1 3		
	13	Batches and pit - -	22 3 35		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	14	Little Kemp - - -	19 0 8		
	15	Well field - - -	13 1 20		
	16	New field - - -	23 0 28		
	18	Clinkerfield and row - -	25 3 12		
	19	Ditto - - -	30 0 4		
	20a	Round coppice - -	6 2 20		
	20b	Part of ditto - -	9 0 12		
	21	Round coppice mead - -	7 0 35		
	22	Home field and row - -	43 2 2		
	23	Clapper field - -	20 1 9		
	24	White ditch and row - -	54 0 8		
	26	Picks - - -	10 0 0		
	27	Plucketts - - -	25 1 7		
	28a	Sour patch and Long mead -	18 1 26		
	28b	Two tenements and garden -	0 1 14		
	29	White's mead - -	7 1 0		
	36 and 37	Crooked Seven acres, &c. -	23 2 8		
	38	Bottom field - - -	14 0 11		
	39	Hog field - - -	18 0 2		
	40 and 41	Thistley field and Barnetts -	24 0 28		
	42	Clapper field row - -	3 3 24		
	69, 70, and 71	Ashen wood pond field -	42 0 21		
	17	Woolfhanger - -	55 1 5		
	85b	Cottage and garden - -	0 0 20		
	108a		0 1 20		
			721 0 18	644 0 0	
		Tichborne Parish.			
Stubbs, William Budd.	193	House and garden - -	0 2 0		
	217	Bake land - - -	26 1 27		
	207, 208	Gardener Smith's common -	4 2 16		
	182b	Meadow - - -	3 3 12		
	185, 186	Hole meadow - -	5 0 28		
	219	Lime close and Beech mead -	48 3 28		
	191, 220	The Park - - -	24 3 15		
	230	Tichborne Heart - -	16 3 30		
	232, 233	The Walk field - -	24 3 6		
	234	Down field - - -	11 1 34		
	235	Tichborne down - -	100 2 4		
	236	Yard, buildings, and pasture -	1 1 36		
	237	New field - - -	25 1 1		
	240	Clump field - - -	16 3 9		
	194a	Strip of meadow - -	0 2 20		
	194b	Two tenements and garden -	0 0 20		
	209	Verndale meadow - -	14 3 26		
	210a	Yard, buildings, and pasture -	1 1 13		
	210b	Verndale field - - -	17 3 33		
	211	Hole mead - - -	3 3 17		
	part 215 and 216	Chalk Dell field - -	40 0 24		
	215a	Road by ditto - - -	0 3 0		
	246	Hookhams - - -	36 2 11		
	part 212	Arable - - -	3 0 28		
	213	Tenements and gardens -	0 2 5		
	part 214	Garden allotment - -	4 1 0		
			435 3 3	427 2 6	

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
		Tichborne Parish.			
Quinn, the Reverend Thomas.	168	House and garden - -	0 1 0	0 1 0	
		Tichborne Parish.			
Doughty Tichborne, Baronet, the Guardians of Sir Henry Alfred Joseph (in hand).	70	Rag Holt - - -	13 2 30		
	120	Plantation - - -	0 3 15		
	13	Fully wood - - -	77 2 21		
	218	Plantations in Lime close and Beech mead - -	5 3 8		
	231	Plantation - - -	1 2 10		
	231a	Avenue and drive to Down -	3 3 33		
	238	Plantation on Tichborne down	27 1 36		
	241	Hedgerow, pit and drive -	2 0 35		
	69b	Plantation near the warren -	2 0 32		
	91b	Hedge row in Little Shepherd's close - - -	1 0 7		
	195	Plantation - - -	0 0 30		
	203	Ditto - - -	0 0 30		
	169b	School and yard - -	0 0 10		
	59b	Plantation in Belle Vue -	1 2 27		
	66b	Ditto below ditto - -	0 2 0		
	119	Plantation - - -	1 1 20		
	192	Ditto - - -	6 0 18		
	215	Chalk dell - - -	0 0 34		
	226	Plantation - - -	0 0 32		
	228	Ditto - - -	0 0 28		
	239	Page's Bottom coppice -	3 3 20		
	part 221 and part 223	Hedge row adjoining the coppice - - -	2 1 2		
	73a	Road by Nine acres - -	0 1 12		
	125e	Cottage gardens - -	1 1 3		
		West Tisted Parish.			
	72	Ashen wood coppice - -	41 0 31		
	185	Knight's wood - -	4 3 39		
	219	New coppice - -	45 1 18		
	226	Short wood - - -	31 0 0		
	60a	Plantation on waste - -	0 0 23		
	225c	Lime pit, &c. - -	1 1 0		
Labourers cottages.	139	Two tenements and gardens -	0 1 24		
	142	Two tenements and gardens -	0 0 23		
	125	House and garden - -	0 1 13		11 0 0
	81a	Tenement and garden on waste	0 0 30		
	124a	Houses and gardens - -	0 1 30		
		Cheriton Parish.			
	203 and part 204 parts 208, 209, 194a, and 194b	Hold plantation - -	4 1 19		
	247	Hold lane - - -	0 1 30		
	254	Lane to Perridges, &c. -	0 1 26		
	211	Chalk dell - - -	7 2 21		11 3 0

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
		Colemore and Priors' Dean Parishes.			
	8	The Hangers - -	49 2 37		
	20	Hill Hangers - -	6 1 6		
	33	Old Warren coppice - -	69 3 3		
	78	Herring's Land coppice -	4 1 2		
	173	Holborn Hay coppice, labourer's cottage - -	8 2 30		
	41	Cottage and garden - -	0 0 26		
				432 0 4	
		Colemore and Prior's Dean Parishes.			
Vinson, Thomas.	18	Coomb - - -	8 1 2		
	25	Old pond - - -	3 2 24		
	27	Little Doscomb - -	8 3 29		
	28a	Tenement and garden -	0 0 30		
	28b and 29a	Hamfield, &c. - -	2 1 14		
	35	Great Doscomb - -	13 1 15		
	36	Part of ditto - -	1 2 13		
	7	Barley Coomb - -	9 2 18		
	9	Hemsone - - -	1 0 27		
	21	Ford field - - -	8 3 11		
	22a	Ditto - - -	8 3 15		
	22b	Barn and yard - -	0 0 25		
	23	Fold meadow - -	0 1 32		
	26	Doscomb pond - -	2 3 36		
	34	Doscomb Hanger - -	7 2 22		
	31	Cottage and garden - -	0 0 31		
				78 0 14	100 10 0
		Tichborne Parish.			
Wickham, Henry Lamplugh.	183 and 184	Mansion, garden, shrubberies, stables, yard, and buildings -	8 3 8		
	184a	House and garden - -	0 0 32		
	part 185	Part of meadow - -	0 1 0		
	part 191, 220	The Park - - -	33 0 0		
				42 1 0	150 0 0
		Tichborne Parish.			
Whitear, Henry, and another.	172	Two tenements and gardens -		0 1 25	7 0 0

Fred. Bowker.

THE SECOND SCHEDULE.

TICHBORNE PROPERTY, No. 2.

THE FIRST PART.

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
		West Tisted Parish.	A. R. P.	A. R. P.	£ s. d.
Aburrow, Benjamin.	166 part	Great Common Piece -	9 2 27		
	156 and 157	Long Close and Fowler's -	13 0 31		
	158	The Ten Acres - -	9 1 12		
	159	Pond Close - - -	25 1 16		
	160	Pit Close - - -			
	161	Wrexhill Close - -			
	162	Wake's Copse - -	4 1 6		
				61 3 12	58 0 0
		Priors' Dean Parish.			
Allam, John	55	Green Close - - -	3 1 4		
	106	Upper High Field - -	6 2 31		
	107	Lower do. - -	7 1 21		
	108	Boot Holes - - -	1 2 13		
	112	House, yard, garden, and buildings - -	0 1 6		
	113	Orchard and meadow -	2 3 13		
	114	Coppice, close, field, and garden - - -	8 1 9		
	115	Field - - -			
	116	Bottom Field - -	4 2 24		
	117	Burrow Field - - -	15 2 29		
	118	Cork Field - - -	9 0 20		
	119	Home Field - - -	8 0 8		
	120	Mead - - -	1 3 30		
	153 154 155	Leaping Hill, and Crab Tree Field, and Great Gallands	26 2 3		
	156	Barn Field - - -	9 0 12		
	158	Long Close - - -	10 1 18		
	159b	Hedge row - - -	0 2 10		
	157	Old court-house and garden -	0 2 19		
				116 3 30	145 0 0
		Hawkley Parish.			
Barnett, Frederick.	293	Long Mead Coppice - -	1 0 39		
	294	Long Mead - - -	3 3 36		
	295	Long Mead Coppice - -	3 2 11		
	304	Second Mead - -	2 2 25		
	305	Home Mead - - -	3 2 11		
	306	Barn Field - - -	5 3 0		

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
	307	House, garden, yard, buildings, and orchard - -	1 1 2		
	308	Home Pasture - -	1 2 24		
	309	Hop garden and road - -	1 0 28		
	310	Bridge Field - - -	5 3 16		
	324	Baker's Hill Hanger - -	2 3 13		
	325	Baker's Hill - -	2 0 29		
	326 and 328	Hither and Yonder Coombe -	10 3 31		
	327	Hanger - - -	2 3 17		
	329	High Field - -	7 1 17		
	330	Hanger - - -	2 0 13		
	331	Four Acres and hop garden -	7 2 4		
	332	Lasholm - - -	4 3 12		
	347	Bushey Croft - -	6 1 4		
				77 2 12	87 10 0
		West Tisted Parish.			
Bentley, Edward.	155	Meadow - - -	2 2 34		
	162a	Coppice Close - - -	6 1 2		
	163	Broomfield - - -	6 3 1		
	164	Broom Coppice - -	1 1 23		
				17 0 20	17 0 0
		West Tisted Parish.			
Cook, Elizabeth.	146	Close - - -	1 1 24		
	134 128	Ditto - - - -	1 1 21		
	131	Nine Acres - -	3 3 18		
	184, 183 and part 192	Long Close, &c. - -	6 1 1		
	190, 191 part 192, 193, 194	Ditto - - -	12 1 0		
				25 0 24	19 0 0
		West Tisted Parish.			
Forder, George.	197	Field - - -	4 1 20		
	198	Mud Close - -	4 0 12		
	182	Ditto - - -	4 1 36		
				12 3 28	5 14 0
		Priors' Dean Parish.			
Munday, Stephen.	159a	Cottage and garden - -	0 1 30		
				0 1 30	0 10 0

Tenants' Names.	No.	Description.	Acreage.	Total Quantities.	Annual Rent.
			A. R. P.	A. R. P.	£ s. d.
		West Tisted Parish.			
Pain, David	130	Cottage and garden - -	0 1 6	0 1 6	
		Cheriton Parish.			
Smith, William.	246 part	Garden in Hill Lane -	0 0 30	0 0 30	0 5 0
		Freeholds.			
Stratton, James.	207	The Hold - - -	6 2 12		
	part 194a part 194b and part 208	House ground - -	11 1 18		
	part 208 209, 210	Lynch and Middle Inpins -	14 2 26		
	194a	Inpin's Meadow - -	3 1 23	35 3 39	41 0 0
		Hawkley Parish.			
Vinson, Thomas.	283a	Home Field - - -	3 2 8		
	283b	Cottage and garden - -	0 0 38		
	284, 286	Three Acres and Lower Thorney - - -	7 2 21		
	216, 222	Horse Clays and Dell Clays -	12 0 26		
	219	Outer Haystead - -	13 2 18		
	220	Inner ditto - -			
	221	Nine Acre Mead - -	5 3 16		
	223	Row in Dell Clays - -	0 1 21		
	224	Strip in Fifteen Acres -	0 2 25		
	225	Fifteen Acres - -	11 1 22		
	226	Clay Mead - - -	5 1 13		
	227a	Bakers - - -	17 3 26		
	227b	Ditto - - - -	2 2 18		
	229	Cow Pasture - -	6 3 5		
	230	Four Acres - - -	3 0 34		
	245	Cat Spits - - -	3 0 24		
	246	House, yard, garden, &c. -	1 1 29		
	247	Lower Orchard - -	2 2 15		
	248	Barn Field - - -	17 3 33		
	270	Eighteen Acres - -	10 2 31		
	273	Church Lands - - -	3 1 35		
	238	Cottage and garden - -	0 1 33	131 0 11	169 0 0

Fred. Bowker.

THE SECOND PART.

Charges of £5,000, and £3,000, and £16,000, and £32,000 respectively assigned to the said William Mostyn and Vincent Gosford by three several indentures of the 15th day of June 1858, and the before-mentioned charge of £3,000 assigned to the said William Mostyn and Vincent Gosford by the before-recited indenture of the 8th day of May 1874.

Fred. Bowker.

THE THIRD PART.

The sum of £2,000 invested on mortgage of freehold hereditaments, known as Hermitage Farm, in the county of Southampton, and secured by indenture of the 15th day of December 1858.

The sum of £1,320 invested on mortgage of the said Doughty estates, and secured by the before-mentioned indenture of the 15th day of December 1858.

A small balance of cash in the hands of the said William Mostyn and Vincent Gosford, or under their control.

The sum of £15,500, being the residue as yet unraised of the said sum of £100,000*l.*

Fred. Bowker.

THE THIRD SCHEDULE.

Doughty Estates.

COUNTY OF MIDDLESEX.—Parish of Saint Andrew, Holborn.

Number of House.	Lessee.	Date when Lease expires.	Rent.		
	Bedford Row.—East side.		£	s.	d.
1	Gregory and Company - - -	Midsummer, 1886	150	0	0
2	Edward Cardale - - - -	Christmas, 1880	125	0	0
3	Collyer-Bristow and Company - -	Michaelmas, 1894	130	0	0
4	Same - - - -	Michaelmas, 1894	150	0	0
5	Henry Crawter - - - -	Michaelmas, 1886	125	0	0
6	Bowker, Peake, and Bird - - -	Midsummer, 1886	125	0	0
7	Wigg and Oliver - - -	Michaelmas, 1883	140	0	0
8	William Shaen - - - -	Midsummer, 1893	160	0	0
9	Church, Messrs. - - - -	Michaelmas, 1882	130	0	0
10	William and Albert Dixon - -	Lady Day, 1883 -	130	0	0
11	Thomas White - - - -	Lady Day, 1878 -	145	0	0
12	Holmes and Impey - - -	Michaelmas, 1885	135	0	0
13	H. W. Elcum - - - -	Midsummer, 1880	130	0	0
14	Philip Hathaway - - -	Lady Day, 1883 -	150	0	0
15	Frederick John Cox - - -	Christmas, 1883 -	130	0	0
16	Williams and Winter - - -	Lady Day, 1882 -	125	0	0
17	Henry Parker - - - -	Christmas, 1875 -	120	0	0
18	Withall and Mason - - -	Christmas, 1882 -	130	0	0
19	Harrison and Beal - - -	Lady Day, 1881 -	125	0	0
20	J. J. Allen - - - -	Michaelmas, 1886	125	0	0
21	Thomas William Flavell - - -	Lady Day, 1886 -	135	0	0
22	F. F. Jeyes - - - -	Michaelmas, 1883	95	0	0
			95		

Number of House.	Lessee.	Date when Lease expires.	Rent.
			£ s. d.
23	William James Grane - - -	Michaelmas, 1883	105 0 0
24	Charles Bull - - - - -	Lady Day, 1884 -	88 0 0
	Bedford Row.—West side.		
25	William Salmon - - - -	Christmas, 1881 -	74 0 0
	Bedford Row.—South side.		
48 late 46	James White Higgins - - - -	Midsummer, 1891	11 0 0
49 late 47	Same - - - - -	Ditto - -	10 0 0
50 late 48	Same - - - - -	Ditto - -	10 0 0
51 late 49	Same - - - - -	Ditto - -	8 0 0
	King's Road.—North side.		
Corner of the King's Mews.	William Banks - - - -	Christmas, 1881 -	40 0 0
1	John Wright - - - - - -	Yearly tenant -	75 0 0
2	Edward J. Lewis - - - -	Midsummer, 1888	80 0 0
3	Shum and Crossman - - -	Lady Day, 1879 -	75 0 0
4	William Thompson - - -	Lady Day, 1880 -	70 0 0
5	E. J. Lewis - - - -	Midsummer, 1881	63 0 0
6	Andrew Story - - - -	Michaelmas, 1881	82 0 0
7	Thomas Bartlett - - - -	Lady Day, 1879 -	65 0 0
8	Perry F. Nursey - - -	Midsummer, 1879	73 0 0
9	E. J. Lewis - - - -	Michaelmas, 1886	75 0 0
10	Thomas William Strangways -	Michaelmas, 1882	70 0 0
11	J. J. Laforest - - - -	Christmas, 1882 -	75 0 0
12	Thomas Hague - - - -	Lady Day, 1879 -	60 0 0
13	Walker, Grant, and Company -	Lady Day, 1879 -	104 0 0
14 and 15	Benjamin and Jonathan Bagster -	Lady Day, 1882 -	240 0 0
16 and 17	Henry J. Dixon - - - -	Midsummer, 1891	14 10 0
	King's Road.—South side.		
17 and 18	Thompson and Beachcroft - - -	Michaelmas, 1887	82 0 0
18 and 19	Lewis Hastings - - - -	Lady Day, 1911 -	31 5 0
	King's Mews.—East and West sides.		
	William Banks - - - -		
	The whole of the coach-houses and stables in the King's Mews, together with the counting house and rooms adjoining - -	Lady Day, 1881 -	357 0 0
	John Street.—East side.		
1	Eyre and Lawson - - - -	No lease - -	100 0 0
2	Charles Hanslip - - - -	Christmas, 1880 -	70 0 0
3	William James Ruel - - - -	Lady Day, 1887 -	80 0 0

Number of House.	Lessee.	Date when Lease expires.	Rent. £	s.	d.
4	William Banks	Michaelmas, 1880	75	0	0
5	W. H. Orchard	Michaelmas, 1881	65	0	0
6	Frederick John Cox	Michaelmas, 1884	115	0	0
7	William John Holt	Midsummer, 1880	73	0	0
8	Charles James Hampton	Lady Day, 1883	70	0	0
9	George Taylor	Lady Day, 1879	100	0	0
	John Street.—West side.				
29	Matthieu and Friquet	Lady Day, 1881	70	0	0
30	Lloyd and Chevallier	Christmas, 1882	75	0	0
31	Sebastian Lella	Midsummer, 1883	91	0	0
32	Thomas Johnston	Christmas, 1880	90	0	0
33 and 34	Imperial Gas Light and Coke Company	Michaelmas, 1893	260	0	0
35	George Dixon	Midsummer, 1887	105	0	0
36	J. J. Darley	Christmas, 1889	100	0	0
37	Edward Guillaume	Christmas, 1881	65	0	0
38	Joseph Lavender	Midsummer, 1880	70	0	0
	John's Mews.—West side.				
1 and 2	Jeremiah Brown	Midsummer, 1879	37	0	0
3	Robert Cuffe	Lady Day, 1879	20	0	0
4	Brian Helm	Midsummer, 1879	18	0	0
5	John Lloyd	Christmas, 1887	20	0	0
6	John Wood	Yearly tenant	20	0	0
	John's Mews.—East side.				
7	E. J. Lewis	Michaelmas, 1894	16	0	0
8	Included in No. 36, John Street.				
9	Included in No. 35, John Street.				
10 and 11	Included in Nos. 34 and 33, John Street.				
12	Included in No. 32, John Street.				
13	Included in No. 31, John Street.				
14	Louis Friquet	Yearly tenant	18	0	0
15	Matthieu and Friquet	Lady Day, 1881	33	0	0
	The Terrace, Gray's Inn.				
29 (Now Gray's Inn Road.) 1	John Simpson	Midsummer, 1881	66	0	0
31 2	W. H. Parker	Midsummer, 1882	44	0	0
33 3	Shephard May	Lady Day, 1881	40	0	0
35 4	Thomas Goode	Lady Day, 1881	30	0	0
37 5	Brian Helm	Michaelmas, 1891	60	0	0
39 6	John Wrench	Lady Day, 1881	38	0	0
41 7	William Boyce	Lady Day, 1881	40	0	0
43 8	H. V. Beard	Lady Day, 1881	38	0	0

Number of House.	Lessee.	Date when Lease expires.	Rent. £	s.	d.
45 9	Alfred Younger	Midsummer, 1891	50	0	0
47 10	John Elmslie	Michaelmas, 1882	40	0	0
49 11	William Ansell	Lady Day, 1881	42	0	0
51 12	William Francis	Lady Day, 1881	40	0	0
53 13	Brian Helm	Michaelmas, 1881	40	0	0
55 14	Christian W. Weston	Lady Day, 1881	40	0	0
57 15	James Imrie	Christmas, 1878	55	0	0
	GREAT JAMES STREET.—East side.				
1	W. F. Bray	Lady Day, 1876	76	0	0
2	Abraham Bateman	Midsummer, 1887	78	0	0
3	Same	Christmas, 1874	73	0	0
4	Same	Lady Day, 1887	77	0	0
5	W. T. Davies	Michaelmas, 1890	70	0	0
Premises in rear of No. 5.	Abraham Bateman	Michaelmas, 1894	25	0	0
6	William Sowton	Yearly tenant	78	0	0
7	Messrs. Western	Yearly tenants	87	0	0
8	Grover and Eldred	Michaelmas, 1878	75	0	0
9	J. Singleton and William Pitman	Lady Day, 1876	73	0	0
10	Hume and Bird	Michaelmas, 1894	120	0	0
11	Luke Whitby	Lady Day, 1882	76	0	0
12	Henry Charles Pullen	Midsummer, 1893	88	0	0
13	George Mickle	Lady Day, 1867	67	14	0
14	Joseph Lavender	Christmas, 1889	72	0	0
15	Stephen Austin	Midsummer, 1889	72	0	0
16	Andrew Wilson	Christmas, 1881	66	0	0
	GREAT JAMES STREET.—West side.				
Part of 22	M. B. Peacock	Christmas, 1878	23	0	0
23	Thomas Carr Artaud	Lady Day, 1883	90	0	0
24					
25	Thomas Hutchings	Midsummer, 1885	45	0	0
26	Richard Dry	Lady Day, 1868	50	0	0
27	William Moseley Taylor	Midsummer, 1887	50	0	0
28	J. W. Taylor	Michaelmas, 1883	50	0	0
29	R. A. March	Lady Day, 1876	45	0	0
30	Joseph Skinner	Christmas, 1877	53	0	0
31	John Prior Patman	Midsummer, 1877	50	0	0
32	Henry Gibbon	Lady Day, 1888	63	0	0
33	William Garlick	Michaelmas, 1884	54	0	0
34	John Dent	Yearly tenant	50	0	0
35	John Birkenhead	Michaelmas, 1886	47	0	0
36	Reverend A. H. Mackonochie	Yearly tenant	46	0	0
37	J. Boyden Goodhugh	Lady Day, 1883	50	0	0
38	Thomas Layton	Michaelmas, 1881	50	0	0
39	Abraham Bateman	Christmas, 1881	36	0	0
40	Edwards Ings	Yearly tenant	50	0	0
41	W. T. Guyatt	Lady Day, 1881	50	0	0
42	Angelo Bennett	Christmas, 1881	68	0	0

Number of House.	Lessee.	Date when Lease expires.	Rent. £ s. d.
	Little James Street.—South side.		
1	Brian Helm	Christmas, 1880	30 0 0
2	William Seager	Lady Day, 1882	33 0 0
3	James L. Langley	Lady Day, 1882	30 0 0
4	John Porter	Lady Day, 1882	30 0 0
5	Samuel Stockton	Lady Day, 1879	50 0 0
6	Frederick Balcombe	Lady Day, 1879	69 0 0
7	Included in No. 9, John Street.		
	Theobalds Road.—North side.		
35 and 36	Samuel Kell	Lady Day, 1911	24 15 0
	Theobalds Road.—South side.		
46	Ann Perkins	Lady Day, 1879	45 0 0
47	James Coles	Christmas, 1889	48 0 0
	Brownlow Street.—East side.		
1 and 2	Sefton Henry Parry	Midsummer, 1924	116 0 0
3	Frank Nives	Midsummer, 1884	44 0 0
4	Arthur Sutton	Midsummer, 1884	42 0 0
5	Newman and Bassill	Lady Day, 1884	42 0 0
6	Mary E. Plimsoll	Lady Day, 1884	40 0 0
7	George Hitchens	Midsummer, 1894	60 0 0
8	P. C. Marshall	Yearly tenant	60 0 0
9	Brian Helm	Michaelmas, 1878	45 0 0
10	Brian Helm	Michaelmas, 1883	40 0 0
	Brownlow Street.—West side.		
11	James W. Higgins	Midsummer, 1891	8 0 0
12	Same	Midsummer, 1891	8 0 0
13	James George Taylor	Midsummer, 1881	48 0 0
14	W. B. White	Yearly tenant	40 0 0
15	Frederick Sutton	Midsummer, 1881	42 0 0
16	Frederick Sutton	Midsummer, 1881	30 0 0
17	George Palmer	Lady Day, 1881	50 0 0
18	Samuel Holman	Midsummer, 1882	44 0 0
19	James Watmore	Michaelmas, 1893	60 0 0
20	James Coles	Lady Day, 1875	33 0 0
21 and 22	Joseph Wigg (together with 51, Holborn)	Michaelmas, 1909	55 0 0
	Holborn.—North side.		
51	Joseph Wigg, included in 21 and 22, Brownlow Street	Michaelmas, 1909.	
50	William Harris	Michaelmas, 1909	30 0 0
49	Daniel James Knight	Lady Day, 1894	130 0 0
48	Henry F. Lycett	Lady Day, 1881	85 0 0

Number of House.	Lessee.	Date when Lease expires.	Rent.
			£ s. d.
47	Richard Gale - - - -	Michaelmas, 1880	80 0 0
46	John Hunter - - - - -	Michaelmas, 1879	86 0 0
45	John Moses - - - -	Christmas, 1881 -	105 0 0
44	Thomas Moring - - - -	Christmas, 1893 -	130 0 0
43	Sefton Henry Parry, together with the theatre in the rear, and numbers 5 and 6, Warwick Place - - - - -	Midsummer, 1924	264 0 0
	Same ground next theatre - - -	Lady Day, 1900.	
37	Ann Savile - - - - -	Christmas, 1894 -	100 0 0
36	William Dewsnap - - - -	Michaelmas, 1879	96 0 0
	Warwick Place.		
1	Richard Cartwright - - -	Christmas, 1876 -	55 0 0
2	Sarah Newman - - - -	Lady Day, 1879 -	45 0 0
3	William Crouch - - - -	Christmas, 1877 -	38 0 0
4	William Crouch - - - -	Christmas, 1876 -	72 0 0
5 and 6	Included in No. 43, Holborn.		
	Parish of Saint Pancras—Upper North Place.		
1 } 2 }	Thomas Postlethwaite - - -	Michaelmas, 1891	6 0 0
3	William Baxter - - - -	Michaelmas, 1891	9 3 0
4 5 6 7 8 9 }	Thomas Postlethwaite - - -	Michaelmas, 1891	10 0 0
10	Joseph Sayer - - - -	Michaelmas, 1891	10 0 0
11 12 13 14 15 }	Thomas Postlethwaite - - -	Michaelmas, 1891	10 0 0
16	John Dennison - - - -	Midsummer, 1891	4 3 9
17	Joseph Chapman - - - -	Ditto - -	9 4 3
18	John Eadis - - - - -	Ditto - -	14 0 0
19 20 21 22 23 24 25 26 27 }	Thomas Postlethwaite - - - -	Ditto - -	25 14 0
28	George Slaton - - - -	Ditto - -	0 10 0
29	John Golden's Administrators - - -	Ditto - -	4 0 0

100

Number of House.	Lessee.	Date when Lease expires.	Rent.
			£ s. d.
30 31 32 33 34 35 36 with ground behind	John Golden's administrators - -	Midsummer, 1891	2 0 0
	Stables have since been erected on this piece of ground.		
	Guilford Street.—South side.		
Ground at the south-east corner of Guilford Street	George Slaton - - - -	Midsummer, 1891	1 0 0
1	Same - - - - -	Ditto - -	1 0 0
2	Same - - - -	Ditto - -	1 0 0
3	William Norris - - - -	Ditto - -	8 0 0
4	Cannon and Buzzard - - -	Ditto - -	8 0 0
5	George Lovell - - - -	Ditto - -	8 0 0
6	George Slaton - - - -	Ditto - -	10 0 0
7	Same - - - - -	Ditto - -	1 0 0
8	Joseph Wigg - - - -	Ditto - -	1 0 0
9	James Mansfield - - - -	Ditto - -	8 18 0
10	Joseph Wigg - - - -	Ditto - -	0 10 0
11	Joseph Wigg - - - -	Ditto - -	0 10 0
12	Daniel Pitcairn - - -	Ditto - -	7 0 0
	Guilford Street.—North side.		
104	John Golden's administrators - -	Ditto - -	4 0 0
105	Same - - - - - -	Ditto - -	4 0 0
106.	John Williams - - - -	Ditto - -	10 0 0
107	Margaret Penrose - - -	Ditto - -	10 0 0
108	Thomas Holland - - - -	Ditto - -	10 0 0
109	Charles Balls - - - -	Ditto - -	10 0 0
110	John Golden's administrators - -	Midsummer, 1886	4 0 0
111	Same - - - -	Ditto - -	4 0 0
	Doughty Street.—West side.		
1 and 2	Samuel Page - - - -	Lady Day, 1905 -	6 0 0
3	George Burnell - - - -	Ditto - -	9 0 0
4	Thomas Burnell - - -	Ditto - -	9 0 0
5	William Breach - - - -	Christmas, 1900 -	9 18 0
6	George Palmer - - -	Ditto - -	9 18 0
7	Edward Flower - - - -	Ditto - -	9 18 0
8	Donald Trail - - - -	Ditto - -	11 0 0
9	George Hornby - - - -	Christmas, 1901 -	9 9 0
10 11	Richard Perry - - -	Midsummer, 1900	18 18 0
12	George Soward - - - -	Lady Day, 1899 -	9 9 0
			101

Number of House.	Lessee.	Date when Lease expires.	Rent. £ s. d.
13	George Lovell	Lady Day, 1899	9 18 0
14	George Hornby	Ditto	9 9 0
15	Same	Lady Day, 1895	9 9 0
16	George Lovell	Ditto	9 9 0
17	John and James Perry	Midsummer, 1895	9 9 0
18	Same	Ditto	9 9 0
19	Joseph Wigg	Midsummer, 1891	1 0 0
	Doughty Street.—East side.		
32, 33, 34	John Golden's administrators	Midsummer, 1891	2 0 0
35	Same	Ditto	4 0 0
36	Same	Ditto	4 0 0
37	Same	Ditto	4 0 0
38	Same	Ditto	4 0 0
39	George Slaton	Ditto	1 0 0
40	Same	Ditto	0 15 0
41	Same	Ditto	0 15 0
42	John Wilson	Michaelmas, 1894	0 2 0
43	Same	Ditto	9 18 0
44	Stephen Cosser	Ditto	10 0 0
45	George Soward	Ditto	10 0 0
46	Thomas Curtis	Ditto	10 0 0
47	William Feltham	Ditto	10 0 0
48	John Wilson	Michaelmas, 1899	10 0 0
49	Same	Ditto	10 0 0
50	John Bingley	Ditto	10 0 0
51	John Wilson	Ditto	0 2 0
52	Reverend Joseph Burrill	Ditto	4 18 0
53	James Stanger	Ditto	15 0 0
54	John Wilson	Michaelmas, 1901	9 6 9
55	George Lovell	Ditto	9 6 9
56	Same	Michaelmas, 1899	9 6 9
Ground behind the next four houses.	John Long	Michaelmas, 1901	3 15 0
57	Same	Ditto	8 8 0
58	Same	Ditto	8 8 0
59	Same	Ditto	8 8 0
60	Same	Ditto	8 8 0
61	Joseph Wigg	Ditto	10 0 0
62	Same	Ditto	10 0 0
Ground behind the last two houses.	Same	Ditto	1 0 0
	Henry Street.—North side.		
1 and 2	Joseph Evans	Michaelmas, 1891	10 0 0
3	James Baxter	Ditto	5 0 0

Number of House.	Lessee.	Date when Lease expires.	Rent.
			£ s. d.
	Brownlow Mews.		
4, Henry Street, and 1, The Mews.	James Baxter - - - - -	Michaelmas, 1891	10 0 0
	Doughty Mews.—North side.		
	John M. Marriott - - - -	Michaelmas, 1891, wanting 7 days.	1 0 0
	Benjamin Hornby - - - -	Lady Day, 1905 -	8 8 0
	John Fulford's executors - -	Ditto - -	14 4 0
	John Fulford - - -	Ditto - -	18 0 0

IN THE COUNTY OF LINCOLN.

The Manor of West Barkwith and Snarford, with part of Panton.

Parish of Snarford.

Tenants.	Property.	Acreage.	Rent.
		A. R. P.	£ s. d.
Edwin Cottingham - -	Manor Farm - - -	- - -	189 0 0
	Also pays £8 10*s.* a year interest on cost of buildings - -	- - -	8 10 0
Edmund Cottingham -	Miller's Farm - - -	- - -	165 0 0
Christopher Martin - -	Martin's Farm - - -	- - -	35 0 0
William Martin - -	Cottage - - -	- - -	4 0 0
George Oliphant's executors -	Hall Farm - - -	- - -	376 10 0
Thomas Peel - -	Page's Farm - - -	- - -	217 0 0
Matthew Shearman - -	Cottage and land (a field—part of Page's Farm) - -	- - -	6 0 0
Oliver Wood - -	Wood's Farm - - -	- - -	225 0 0
In hand - - -	Wood - - - -	A. 1,136 3 0 7 0 4	
		A. 1,143 3 4	

Parishes of West Barkwith and Panton.

Boulton, Reverend E. -	Part of Vicarage garden -	- - -	0 10 0
Mrs. Cottingham - -	Whelpton Farm - -	- - -	110 0 0
K. and J. Clipson - -	Farm - - -	- - -	86 10 0
Tom Frearson - -	Hall Farm - - -	- - -	410 10 0
Joseph Fountain - -	Hovel and land - - -	See below.	
John Fountain - -	Ditto - - -		

Tenants.	Property.	Acreage.	Rent.
		A. R. P.	£ s. d.
William Grigson - -	Farm - -	- - -	35 0 0
James Hepton - -	Farm - - -	- - -	84 0 0
Mark Pickwell - -	Farm - -	- - -	180 0 0
John Robinson - -	Farm - - -	- - -	43 0 0
J. E. Winkfield - -	Farm - - -	- - -	17 0 0
Charles Ashton - -	Cottage and garden - -	- - -	6 10 0
Joseph Fountain - -	Cottage and garden - -	- - -	3 9 4
John Fountain - -	Cottage and garden - -	- - -	2 17 6
Sarah Leverton - -	Cottage and garden - -	- - -	4 0 0
Same - - -	Land - - - -	- - -	6 0 0
John Marshall - -	Cottage and garden - -	- - -	4 0 0
Mrs. Pickwell - - -	Cottage and garden - -	- - -	10 0 0
Robert Pickwell - -	Cottage and garden - -	- - -	7 0 0
Thomas Serjeant - -	Cottage and garden - -	- - -	2 0 0
William Taylor - -	Cottage and garden - -	- - -	1 10 0
		A. 898 1 17	
	In hand, Woodland - -	1 1 0	
		A. 899 2 17	

IN THE COUNTY OF BUCKINGHAM.

Parish of Chesham Higham.

Jonathan Batchelor -	Farm - - -	- - -	86 0 0
Edwin Birch - - -	Hundridge Farm - -	71 3 5	88 0 0
William Judge - -	Ashridge Farm - - -	195 2 31	240 0 0
Alfred Judge - -	Weedon Hill Farm - -	- - -	200 0 0
John Puddiphat - -	Chartridge Farm - - -	- - -	100 0 0
Benjamin Fuller, Esq. -	Right of shooting - -	- - -	20 0 0
		A. 594 3 37	
	In hand, Woods, &c. - -	60 3 28	
		A. 655 3 25	

IN THE COUNTY OF DORSET.

In the Parishes of Canford Magna and Corfe Mullen and Hamworthy.

John Cottingham - -	Upton Farm - - -	- - -	240 0 0
Robert Edmond Chester - Waters (temporary occupier)	Upton House - - -	- - -	200 0 0
Robert Atwell - -	Cottage - - -	- - -	1 16 0
William Bryant - - -	Cottage - - - -	- - -	3 15 0
Henry Barnes - -	Cottage - - -	- - -	3 10 0
Combes - - -	Cottage - - - -	- - -	1 10 0

Tenants.	Property.	Acreage.	Rent.
		A. R. P.	£ s. d.
William Cox (an old servant on the estate allowed to occupy at a nominal rent) -	Cottage - - - -	- - -	0 0 1
William Dean - -	Cottage - - - -	- - -	2 8 0
James Dennis - - -	Cottage - - - -	- - -	2 2 0
Robert Gillingham - -	Cottage - - - -	- - -	2 10 0
Habgood, deceased -	Cottage - - - -	- - -	
Widow Hunt (an old servant to the Tichborne family, allowed to occupy at a nominal rent) - - -	Cottage - - - -	- - -	0 0 1
Luke Harris - -	Cottage - - - -	- - -	3 12 0
Same - - - -	Garden - - - -	- - -	1 0 0
James Hussey - -	Cottage - - - -	- - -	3 18 0
Henry Lush - - -	Cottage - - - -	- - -	1 10 0
Richard Macklay - -	Cottage - - - -	- - -	8 0 0
John Murrell - -	Cottage - - - -	- - -	2 14 0
John Pryor - - -	Cottage - - - -	- - -	3 0 0
Charles Richards - -	Cottage - - - -	- - -	3 0 0
John Rattew - - -	Cottage - - - -	- - -	2 0 0
John Rogers - -	Cottage and land - - -	- - -	16 0 0
Robert Strickland - -	Cottage - - - -	- - -	2 12 0
Elias Sharland - -	Cottage and land - - -	- - -	12 10 0
William Waterman - -	Cottage - - - -	- - -	4 10 0
The quantities are stated in the poor rates assessments to be as follows :—			
	Corfe Mullen - - -	283 0 22	
	Great Canford - - -	814 2 18	
	Hamworthy - - -	1 2 0	

John Harris.

THE FOURTH SCHEDULE.

The said sum of £100,000 in part raised, and in part to be raised under the trusts of the term of 800 years created by the before-recited indenture of the 9th day of May 1850.

The said sum of £10,180 owing to the said John Charles Eyston, Francis Riddell, the Earl of Howth, and Sir Edward Richard Borough, on the security of the before-recited indenture of the 2nd day of December 1864.

The said sum of £1,320 owing to the said William Mostyn and Vincent Gosford, on the security of the before-recited indenture of the 15th day of December 1858.

The said sum of £13,700 owing to the said Lord Alfred Paget and Daniel Cullington, as surviving executors of the said Thomas Gardnor, on the security of the before-recited indentures of the 9th day of May 1850.

The said annuity of £300 to the said Antoinette Chalon during her life, and the said annuity of £40 to the said Joseph Martins during his life, and the said annuity of £40 to the said Lucy Doughty during her life.

The said jointure rentcharge of £1,000 a year to the said Teresa Mary Josephine Wickham during her life, and security for the same.

John Harris.

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