

1848 G. No. 60

In Chancery

Lord Chancellor

Vice Chancellor }
Knight Bruce }30th June 1848 }
Berrey }To the Right Honourable Charles
Christopher Baron Cottenham of
Cottenham in the County of Cambridge
Lord High Chancellor of Great Britain

Humbly complaining sheweth unto your Lordship your Orator Richard Hanbury Gurney late of Keswick in the County of Norfolk but now of Thickthorn in the Parish of Hethersett in the same County Esquire That by an Act of Parliament made and passed in the sixth year of the Reign of His late Majesty King George the third entitled “An Act for making and continuing Navigable the River Stort in the Counties Of Hertford and Essex After reciting that by an Act passed in the thirty second year of the Reign of His late Majesty King George the second intituled “An Act for making the River Stort navigable in the Counties of Hertford and Essex from the new Bridge in the Town of Bishop Stortford into the River Lea near a place called the Rye in the County of Hertford”

It was Enacted that the several persons in the said Act named should be Commissioners for making the said River Stort navigable and for putting the said Act in execution by such ways and means in such manner and with such powers and authorities vested in them the said Commissioners for that end and purpose as in the last mentioned Act were given and directed

And after further reciting that after passing the last mentioned Act the said Commissioners had in pursuance thereof had several meetings in order to put the same in execution but that from the difficulty in procuring the loan of a sufficient sum of money upon the security in the said Act provided for carrying on and completing the said Navigation and from other causes of impediment appearing to the said Commissioners no progress had hitherto been made to effect the said Navigation and the said Act had proved wholly ineffectual for that purpose and after further reciting that a proposal had been made to the said Commissioners by Charles Dingley of Hampstead in the County of Middlesex Esquire on behalf of himself and of George Jackson Esquire afterwards Sir George Jackson and subsequently Sir George Duckett Baronet deceased Father of Sir George Duckett one of the Defendants hereto and William Masterman Esquire

that in case the said Commissioners would concur in the obtaining another Act of Parliament whereby the said Charles Dingley George Jackson and William Masterman should be invested with such powers and authorities as thereafter mentioned and that such Tolls and duties as thereafter enumerated should be vested in them and the said Charles Dingley George Jackson and William Masterman their Heirs and Assigns as a consideration that they the said Charles Dingley George Jackson and William Masterman would undertake at their own expense (exempt from all expences theretofore incurred) and risk the making supporting maintaining and rendering effectual the said Navigation in such complete and substantial manner and subject to such methods and restrictions as were contained in the said former and that present act and that the said Navigation should be so perfected within five years after the passing the now stating Act

And after further reciting that the said Commissioners being of opinion that the said Act therein recited as it then stood could not be then carried into execution or the said Navigation otherwise effected than by private undertaking and having duly considered the said proposal had approved thereof and agreed to concur with the said Charles Dingley George Jackson and William Masterman in obtaining the now stating Act of Parliament to effectuate the said proposal and undertaking

It was therefore by the Act now in recital (amongst other things) enacted that the said Charles Dingley George Jackson and William Masterman their Heirs and Assigns should be and they were thereby

nominated and appointed Undertakers of the said Navigation and were thereby authorized and empowered and should have full power and authority by virtue of the now stating Act at their own costs and charges and risk and for their own benefit by themselves their deputies Agents Officers workmen Servants and Assistants to make and keep the said River Stort navigable for Boats and other Vessels from the River Lee near a place called the Rye to or near a certain Mill called the Town Mill in Bishop Stortford aforesaid by such ways and means in such manner and with such powers and authorities vested in them for that end and purpose as in the now stating Act expressed or mentioned And it was thereby further enacted that it should and might be lawful to and for the said Undertakers their Heirs or Assigns or such

[3]

person or persons as they or any two of them should for that purpose appoint and no others from time to time and at all times thereafter to ask demand recover and take to and for the proper use and behoof of them the said undertakers their Heirs or Assigns in respect of their charges and expences aforesaid for all and every of any Goods Wares or Merchandizes commodities and other things whatsoever that should be carried upon to or from any part of the said River Stort between the said River Lee to or near the said Town Mill in Bishop Stortford aforesaid such rates and duties for the same over and besides what should or might be paid for the freight thereof as the said Undertakers their Heirs or Assigns should think fit not exceeding the several Rates and duties therein and hereinafter mentioned (that is to say) for every Quarter of Wheat Rye Beans or Peas sixpence for every Quarter of Malt or Oats four pence for every Quarter of Barley or any other sort of Grain not before enumerated five pence for every sack of Meal or Flour containing five Bushels four pence for every Chaldron of Coals Culm or Cinders two shillings and sixpence and so on in proportion for any greater or less quantity of the Goods and Commodities aforesaid for every Chaldron of Lime two shillings and sixpence and so on in proportion for any greater or less quantity than a Chaldron for every Ton of Oil Cakes Malt Dust Pigeon Dung or other Manure of any kind whatsoever the sum of one shilling and sixpence and so in proportion for any greater or less quantity than a Ton and for every Ton of Goods Wares Merchandizes or other Commodities whatsoever not before enumerated two shillings and sixpence and so in proportion for any greater or less Weight than a Ton the same rates and duties to be paid at such place or places near the said River and in such manner as the said Undertakers their Heirs and Assigns or any two of them should think fit and powers are by the now stating Act given to their Heirs and Assigns to sue for and compel payment of Tolls rates and duties aforesaid in case of refusal neglect or denial of payment thereof

And it was thereby further enacted that for the more easy and effectual execution of that Act such part of the said River as was thereby intended to be made Navigable should for the purposes therein mentioned be deemed and taken to be

Quarter = 480 lbs or a quarter of a ton [218kg]; Chaldron = 2856 lbs or 25½ cwt [1295kg]; Behoof = Benefit
Four-pence (4d) = £1.70 ; 5d = £2.12; 6d [2½p]= £2.55; One Shilling and Six-pence (1s 6d) [7½p] = £7.64; 2s 6d [12½p] = £12.70. (values 1766/2009)

[4]

within the said County of Essex

And it was thereby further enacted that it should and might be lawful for the said Undertakers to raise and contribute equally among themselves a competent sum of money for making the said River Stort navigable from the said River Lee to or near the said Town Mill of Bishop Stortford aforesaid and for the other purposes of the said Act and that the same should be divided into three equal shares and that no Proprietor in such Navigation should be Proprietor of less than one share and it was thereby further enacted that the said three shares should be equal and were thereby vested in the said Undertakers their Heirs and Assigns as in the nature of a tenancy in common to their and every of their proper use and behoof and that the said Undertakers their Heirs and Assigns should be entitled to the entire & next distribution of one third part of the said profits and advantages that should and might arise and accrue by means of the sum and sums of money to be collected raised levied or recovered by authority of the said Act and such share and shares should be vested in the said Undertakers their Heirs and Assigns

respectively as real Estate and should be bargained and sold aliened and disposed of as such from time to time by the Owners and Proprietors thereof for the time being by an instrument in writing under their respective hands and seals signed sealed and delivered in the presence of and attested by two or more witnesses of the form tenor or effect following (that is to say) I, A,B in consideration of (space) paid to me by C,D do hereby bargain sell and transfer unto the said C, D his Heirs and Assigns (space) of the Undertaking of the Navigation of the River Stort in the Counties of Hertford and Essex subject to such terms and conditions as I held the same immediately before the execution thereof and I the said C, D do hereby agree to accept the same subject to the same terms and conditions.

And it was thereby further enacted and declared that for the security as well of the said purchasers as of the said Undertakers such Instrument or writing of sale and also a Duplicate or Counterpart thereof should be executed both by the Seller and purchaser thereof and should be delivered to the Clerk or Clerks provided by the said Undertakers for the time being to be filed and kept for the use of the Undertakers and until

[5]

such Duplicate or Counterpart should be so delivered such purchasers should have no part or share of the Profits of the said Navigation paid unto him her or them and such Clerk or Clerks was or were thereby required to enter such duplicates or counterpart in a Book or Books to be kept for that purpose And your Orator shews that in the month of **November one thousand eight hundred and twenty four** Sir George Duckett Baronet one of the Defendants hereto was or alleged himself to be solely entitled to the said Undertaking Navigation and Hereditaments and the said defendant Sir George Duckett having occasion for the sum of £40,000 applied to your Orator to advance him the same upon the security thereof which your orator consented to do

And your Orator shews that your Orator accordingly lent and advanced to the said defendant Sir George Duckett the said sum of £40,000 and that for securing the repayment thereof an Instrument in writing bearing date the **seventeenth day of November 1824** was executed by and under the hand and seal of the said defendant Sir George Duckett and your Orator and was signed sealed and delivered in the presence of and was attested by two credible Witnesses and the same was in the form prescribed by the said Act and thereby the said defendant Sir George Duckett in consideration of the said sum of Forty thousand pounds paid to him the said Defendant bargained sold and transferred unto your Orator his Heirs and Assigns the said Undertaking of the said Navigation of the River Stort in the Counties of Hertford and Essex subject to such terms and conditions as he the said defendant Sir George Duckett held the same immediately before the execution thereof and your Orator agreed to accept the same undertaking subject to the same terms and conditions and subject also to the proviso for redemption contained in the Indenture of the same date hereinafter stated as by the same Instrument when produced will appear

And your Orator shews that a Duplicate or Counterpart of such Instrument was executed by the said defendant Sir George Duckett and your Orator and delivered to the Clerk of the said Undertaking according to the provision of the said Act

And your Orator shews that for further securing the repayment of the said sum of Forty thousand pounds Indentures of Lease and Release bearing date the **sixteenth and seventeenth days of November one thousand eight hundred and twenty four**

Hereditaments = Any kind of property that can be inherited; £40,000 = £2,620,000 1824/2009

[6]

were made and entered between and by the said defendant Sir George Duckett and Dame Isabella his Wife who is since deceased of the one part and your Orator of the other part and thereby the said Sir George Duckett in consideration of the said sum of £40000 paid to him by your orator granted bargained sold released ratified and confirmed unto your orator his Heirs and Assigns

All that the said Navigation or Undertaking for making Navigable the River Stort in the Counties of Hertford and Essex or one of them and also all Lands Grounds towing Paths Banks Houses erections Buildings Bridges Sluices Stanches Locks Floodgates Weirs Drains Winches landing places Fences

Weighbeams Cranes Engines and other works whatsoever of or belonging to the said Navigation or Undertaking

And all and singular the Tolls Rates and duties granted imposed or made payable by or by virtue of the said Act and all other the profits and advantages of the said Navigation or Undertaking To hold the said Navigation Hereditaments and premises with their appurtenances unto your Orator his Heirs and Assigns To the use of your Orator his Heirs and Assigns subject nevertheless to the proviso for redemption hereinafter contained and hereinafter stated

And in the said Indenture is also contained a covenant for levying a fine by the sd Sir George Duckett and ~~Dame~~ Isabella his wife in order to bar the Dower of the said Dame Isabella in the said Hereditaments

And by the now stating Indenture the said Defendant Sir George Duckett further granted bargained sold assigned transferred and set over unto your Orator his Executors Administrators and Assigns all Boats and Barges with their Tackle Furniture and Apparel Coals ~~Chattels and~~ goods and chattels of him the said Defendant Sir George Duckett party thereto upon about or belonging to the said River Stort and the Navigation thereof or the Warehouses erections or Buildings Lands or Grounds thereunto belonging To hold the same unto your Orator his Executors Administrators and Assigns to and for his and their own use and benefit subject nevertheless to the proviso in the now stating Indenture contained for the redemption of the said Navigation Hereditaments and premises thereby released and assigned upon payment by the said defendant Sir George Duckett his Heirs Executors Administrators or Assigns unto your Orator his Executors Administrators or Assigns of the said sum of Forty thousand pounds with interest for the same at the rate of four pounds per Cent per Annum upon the day therein appointed for the payment of the same which day

[7]

is now long since past as by the said Indenture when produced will appear

And your Orator shews that the fine covenanted by the said Indenture to be levied was duly levied according to the said Covenant

And your Orator shews that by another indenture dated **the eighteenth day of November one thousand eight hundred and twenty four** and made between the said Sir George Duckett and Dame Isabella his Wife of the one part and William Yatman of the other part the said Sir George Duckett and Dame Isabella mortgaged the said River Stort Navigation and Hereditaments to the said William Yatman for securing the sum of Five thousand pounds and interest at the rate of Four pounds ten shillings per cent per annum

And your Orator shews that on **22nd day of March 1832** a fiat in Bankruptcy was duly issued against the said defendant Sir George Duckett and Sir Francis Bernard Morland Baronet and Thomas Tyringham Bernard Esquire who then carried on business in Copartnership with the said Sir George Duckett as Bankers under which they were duly found and declared Bankrupts and Moses Asher Goldsmid was duly appointed Official Assignee of their Estate and effects and the Right Honorable Henry Ellis Charles Barry Baldwin Lewis Powell and Robert Pugh were duly chosen there (sic) Creditors Assignees of their said Estate and Effects

And your orator shews that previously to the execution of the Indenture next hereinafter stated the said Sir George Duckett had obtained his Certificate under the said Bankruptcy

And your Orator shews that an Indenture of Release grounded on a Lease for a year bearing date the **8th day of May 1834** was made and executed between and by the said Henry Ellis Charles Barry Baldwin Lewis Powell and Moses Asher Goldsmid of the first part the said Defendant Sir George Duckett of the second part Anthony George Wright of the third part John Wright and Edmund William Jerningham two other of the Defendants hereto and the said Defendant Sir George Duckett and Francis Giles of the fourth part and that a Deed Poll dated the same **8th May 1834** in the form required by the said Act of Parliament was also executed under the hands and seals of the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh Moses Asher Goldsmid John Wright Edmund William Jerningham Sir George Duckett Francis Giles and Anthony George Wright and such deed Poll and a duplicate or counterpart were executed and attested

[8]

as required by ~~the said~~ such Act and such duplicate was delivered to the Clerk of the said Navigation as thereby required and by the said Indenture of Lease and Release and Deed Poll all that the said undertaking of the Navigation of the River Stort and all Lands Tenements and Hereditaments belonging thereto and the Tolls rates and duties arising therefrom and all boats barges and other goods and chattels upon or about the same were respectively conveyed assigned and assured unto and to the use of the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their Heirs Executors Administrators and Assigns as Joint Tenants

But subject nevertheless to the said several mortgages thereof to your Orator and the said William Yatman respectively as by the said Indenture and Deed Poll respectively when produced will appear

And your Orator shews by Indenture bearing date the same **eighth day of May one thousand eight hundred and thirty four** was duly made and executed between and by the said Defendant Sir George Duckett and the said Dame Isabella of the one part and the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the other part and thereby after reciting the Bankruptcy of the said Sir George Duckett and that he had obtained his certificate of conformity under such Bankruptcy and reciting the said Indentures of Lease and Release and Deed Poll of the **seventh and eighth May one thousand eight hundred and thirty four** hereinbefore stated and reciting that by certain other Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date with the now stating Indenture and the latter made between and by Joshua Evans therein described of the first part the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid of the second part and the said Defendant Sir George Duckett of the third part the said William Yatman of the fourth part the said Anthony George Wright of the fifth part the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the sixth part and William Witham therein described of the seventh part all the undertaking called the Hertford Union Canal established by a certain Act of Parliament passed for that purpose in the fifth year of the Reign of His late Majesty King George the Fourth and all Lands Tenements and Hereditaments goods and Chattels belonging thereto or connected therewith and all rates tolls and

[9]

duties arising therefrom were in manner therein mentioned and according to the nature or tenure of the property conveyed assigned and assured respectively unto and to the use of or in trust for the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their Heirs Executors Administrators and Assigns as Joint Tenants subject nevertheless to a Mortgage thereof made to the said William Yatman for securing to him a sum of six thousand seven hundred and twenty three pounds thirteen shillings and ten pence with interest after the rate of Four pounds ten shillings per centum per annum but of which said sum of Six thousand seven hundred and twenty three pounds thirteen shillings and ten pence Five thousand eight hundred pounds only was then due and owing and of which Five thousand eight hundred pounds the sum of Five thousand pounds was the same as the sum of Five thousand pounds hereinbefore mentioned to be secured to the said William Yatman on the said Stort Navigation

And also reciting that by certain other Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date with the now stating Indenture and the latter made between the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid of the first part the said defendant Sir George Duckett of the second part the said Anthony George Wright of the third part and the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the fourth part a certain piece of Land in the Parish of Saint Mary Stratford Bow in the County of Middlesex containing four acres two roods and twenty perches or thereabouts and in the said Indenture then in recital particularly described was conveyed and assured to and for the use of the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles Heirs and Assigns as joint Tenants and reciting that by certain other Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date with the now stating Indenture and the latter made between the said Joshua Evans of the first part William Arthur Mackinnon therein described of the second part Henry Ellis Charles Barry Baldwin Lewis Powell

Robert Pugh and Moses Asher Goldsmid of the third part the said Sir George Duckett of the fourth part the said Anthony George Wright of the fifth part and the said John Wright

4 acres, 2 roods, 20 perches = 4.37 acres or 1.77 hectares

[10]

Edmund William Jerningham Sir George Duckett and Francis Giles of the sixth part three several pieces or parcels of Land partly Freehold and partly Copyhold situate in the said Parish of Saint Mary Stratford Bow and containing respectively three acres three roods and thirty perches Five acres three roods and twenty two perches and twelve acres three roods and twenty three perches in the said Indenture of Release particularly described were (together with a right of way therein mentioned) conveyed assigned and assured respectively unto and to the use of or in trust for the John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and their Heirs and Assigns in manner in the same Indenture of Release mentioned and reciting that in the said several Indentures of Release therein before recited the several Conveyances so thereby made to the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date with the now stating Indenture as aforesaid were represented to have been made in consideration of several sums amounting to the sum of seventeen thousand two hundred pounds paid by the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles to the said assignees of the said defendant Sir George Duckett as the purchase money of the said several Hereditaments and that in fact such several conveyances were *as* made in consideration not only of the said several sums of money so paid to the said Assignees as aforesaid but also in consideration of the said John Wright Edmund William Jerningham the said Defendant Sir George Duckett and the said Francis Giles procuring the said Dame Isabella Duckett to extinguish all her right of Dower in the Freehold and Copyhold Estates of the said defendant Sir George Duckett not included in the said conveyances and to release any Annuity or rent charge which might have been granted to her by the said Defendant Sir George Duckett

And reciting that the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles in pursuance of the said Contract on their part did not only pay the said several sums amounting to seventeen thousand two hundred pounds to the said Assignees but had also procured the said Dame Isabella Duckett to extinguish such right of dower and release such Annuity as aforesaid as well in respect of the Hereditaments not included in the said recited Conveyances as also in respect of those which were so included

And reciting that the whole of the seventeen thousand two hundred pounds so paid

3 acres, 3 roods and 30 perches = 3.94 acres or 1.59 hectares; 5 acres, 3 roods and 22 perches = 5.89 acres or 2.38 hectares; 12 acres, 3 roods and 23 perches = 12.89 acres or 5.22 hectares. £17,200 = £1,300,000 1824/2009

[11]

as aforesaid was in fact advanced and paid by the said John Wright Edmund William Jerningham and Francis Giles alone as the said Defendant Sir George Duckett did thereby acknowledge

And that the several transactions aforesaid took place in consequence of an arrangement entered into between the said Defendant Sir George Duckett and Dame Isabella his wife on the one part and the said John Wright Edmund William Jerningham and Francis Giles on the other part whereby with a view to preserving the property thereinbefore described for the Family of the said Defendant Sir George Duckett and Dame Isabella his wife the said John Wright Edmund William Jerningham and Francis Giles agreed to advance the sum of Eighteen thousand pounds at interest upon the security of the said property in order to enable the said Dame Isabella Duckett with the help of such release by her of her dower and other interests as are thereinbefore mentioned to become the purchasers of the said property for the benefit of herself her husband and her children in manner thereinbefore expressed

And reciting that in pursuance of such arrangements the sum of seventeen thousand two hundred pounds sterling had been applied by John Wright Edmund William Jerningham and Francis Giles in

making the several payments aforesaid and the further sum of £800 (making together the sum of Eighteen thousand pounds Sterling) had been applied by them towards payment of various expenses as the said Defendant Sir George Duckett and Dame Isabella his wife did thereby acknowledge and that Three thousand pounds part of the said sum of Eighteen thousand pounds so paid and expended as aforesaid were advanced by the said Francis Giles and the remaining Fifteen thousand pounds thereof was advanced by John Wright and Edmund William Jerningham and it was agreed that both of them should receive interest for the said respective sums as follows videlicet interest after the rate of five pounds per cent per annum on the said Three thousand pounds and interest after the rate of Four pounds ten shillings per Cent per Annum the said Fifteen thousand pounds

And it was further agreed that as between the said Francis Giles and John Wright and Edmund William Jerningham the said Francis Giles should have priority over John Wright and Edmund William Jerningham in payment of several sums and interest

It was witnessed that in pursuance of the said recited arrangement

[12]

and agreement and for the consideration aforesaid it was thereby agreed and declared between and by the said parties thereto and particularly the said Dame Isabella Duckett did thereby direct that they the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles Heirs Executors Administrators and Assigns should stand seized and possessed of or interested in all and singular the said several Hereditaments and premises so conveyed assigned and assured to them as aforesaid

Upon trust that they the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and the survivors and survivor of them and the Heirs Executors or Administrators of such survivor and the Trustees or Trustee for the time being should receive the rates tolls duties rents issues and annual profits arising from the said several Hereditaments and premises as and when the same should become due and payable and should apply the same in the first place in payment to your Orator and the said William Yatman respectively of the interest due and to become due upon their said respective Mortgage securities as and when such interest should respectively accrue and become payable and should in the second place by and out of such rents (sic) tolls duties rents issues and annual profits as aforesaid pay and discharge so much as might remain unpaid of the costs charges and expences attending or occasioned by the several purchases and conveyances so made by and to the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles as aforesaid or the arrangement so made between them and the said defendant Sir George Duckett and Dame Isabella his wife as thereinbefore is mentioned or the preparing and executing the now stating Indenture and also all the costs charges and expences which should or might from time to time be incurred and become necessary in or about the execution of the several trusts and powers thereby created and declared and should in the third place by and out of the rates tolls duties rents issues and annual profits from time to time pay and discharge the Wages and Salaries of all Engineers surveyors Agents Managers Receivers Lock keepers Toll keepers Workmen and Servants then employed or who should or might be thereafter employed in or about the said Stort Navigation or the said Hertford Union Canal or any other of the said trust Hereditaments and premises and the premiums upon any insurances then existing or which should or might be effected on any of the same premises and all other costs charges and expences

[13]

whatsoever attending the management keeping up and carrying on of the said Navigation and Canal respectively or which might be necessary or proper to be incurred in or about the said other Hereditaments and premises or any of them and also all costs charges and expences attending the making any such repairs enlargements improvements and alterations or erecting anysuch additional works building or Machinery as were thereafter authorized to be made and erected respectively and should in the fourth place by and out of the said rates tolls duties rents issues and annual profits from time to time pay or retain to the said Francis Giles John Wright and Edmund William Jerningham respectively their respective Executors Administrators or Assigns interest on the said several sums of Three thousand pounds and Fifteen thousand pounds so advanced by them respectively as aforesaid at

the several rates of Five pounds per cent and Four pounds ten shillings per centum per Annum and according to the priority so agreed on as aforesaid in the manner and at the times therein appointed and should in the fifth place by and out of the said rates tolls duties rents issues and annual profits from time to time pay and discharge or retain all interest which should or might become due in respect of any Mortgage to be made of the said Trust Hereditaments and premises or in respect of any advance to be made upon the security thereof under or by virtue of any of the powers thereafter for that purpose contained and should in the sixth place by and out of the said rates Tolls duties rents issues and annual profits pay or retain to the said Defendant Sir George Duckett the sum of Two hundred pounds sterling at or before the expiration of one calendar month from the date of the now stating Indenture and should in the seventh place by and out of the said rates tolls duties rents issues and annual profits levy and raise during the life of the said Dame Isabella Duckett the clear annual sum of One hundred pounds and pay apply and dispose of the sum in the manner and at the times therein appointed unto such person or persons and for such purposes and in such manner as the said Dame Isabella Duckett by writing under her hand should from time to time notwithstanding her coverture but not by way of anticipation direct or appoint and in default of such direction or appointment should pay the said annual sum of One hundred pounds or so much thereof as should not be included in any Appointment into the proper hands of the said Dame Isabella Duckett for her sole and separate use and benefit independently of the said

£200 = £13,100 1824/2009. Coverture = was a legal doctrine whereby, upon marriage, a woman's legal rights were subsumed by those of her husband.

[14]

Defendant Sir George Duckett and not to be subject to his debts contracts or control and should in the eighth place by and out of the said rates tolls duties rents issues and annual profits levy and raise after the death of Dame Isabella Duckett in case she should die before the trusts thereafter declared for liquidation of the said Mortgage debts should be satisfied or determined leaving her son and daughter George Floyd Duckett and Isabella Duckett now Isabella Burrard two other of the defendants hereto or either of them her surviving one clear annual sum of One hundred pounds sterling until the said Trust for liquidation should be fully satisfied and determined or until both the said George Floyd Duckett and Isabella Duckett spinster should previously die and should pay the same annual sum in the manner and at the times therein appointed unto the said George Floyd Duckett and Isabella Duckett spinster in equal shares and proportions and in case either of them the said George Floyd Duckett and Isabella Duckett should die during the continuance of the said Annuity then and thenceforth should pay the whole of such Annuity to the survivor and should in the ninth place by and out of the said rates tolls duties rents issues and annual profits levy and raise during the life of the said defendant Sir George Duckett one clear annual sum of Two hundred pounds sterling and pay or retain the same in the manner and at the time therein appointed unto the said Sir George Duckett or his assigns and should in the tenth place by and out of the said rates tolls duties rents issues and annual profits levy and raise after the death of the said Sir George Duckett in case he should die before the trusts thereafter declared for liquidation of the said Mortgage debts should be satisfied and determined leaving the said George Floyd Duckett and Isabella Duckett or either of them him surviving one clear annual sum of Two hundred pounds sterling until the said Trusts for liquidation should be fully satisfied and determined or until both the said George Floyd Duckett and Isabella Duckett should previously die and should pay the same annual sum in the manner and at the times therein appointed unto the said George Floyd Duckett and Isabella Duckett in equal shares and proportions and in case either of them the said George Floyd Duckett and Isabella Duckett spinster should die during the continuance of the said Annuity then and thenceforth should pay the whole of such Annuity to the survivor

Sir George Duckett, 2nd Baronet (1777-1856) m. Isabelle Floyd (1782-1844); their children Sir George Floyd Duckett 3rd Baronet (1811-1902) [m. Isabella Smith in 1845] and Isabella Duckett (1814-1876) [m. Sir George Burrard in 1830]

[15]

(such last mentioned Annuity of Two hundred pounds to be without prejudice to and in addition to the said Annuity of One hundred pounds thereinbefore made payable to the said George Floyd Duckett and Isabella Duckett after the death of their said Mother)

And upon further trust that they John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and the survivors and survivor of them and the Heirs Executors or Administrators of such survivor and the Trustees or Trustee for the time being should from time to time when and so often as there should be a disposable surplus of the said rates tolls duties rents issues and annual profits remaining in their or his hands after answering and satisfying the several trusts and purposes thereinbefore created and declared or such of them as for the time being should be existing lay out and invest the whole of such disposable surplus in their or his names or name in some or one of the Parliamentary Stocks or public funds of Great Britain or upon Government or real securities in England or Wales at interest and should from time to time receive the interest dividends and annual proceeds arising from such stocks funds and securities as and when the same should become due and payable and lay out and invest the same in or upon other stocks funds or securities of the same or a like nature the annual produce arising from which last mentioned stocks funds or securities should be disposed of in the like manner to the intent that all such stocks funds or securities should and might accumulate at compound interest until the trusts and purposes thereinbefore declared concerning the same should be fully performed and satisfied and it was by the now stating Indenture agreed and declared that the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and the survivors and survivor of them and the Heirs Executors or Administrators of such survivor and the Trustees or Trustee for the time being should stand possessed of and interested in all and singular such stocks funds or securities as aforesaid and the accumulations thereof upon trust in the first place to hold the same or so much thereof as the Trustees or Trustee for the time being might think proper as an auxiliary fund to the rates tolls duties rents issues and annual profits of the said trust Hereditaments and premises thereinbefore created and declared of and concerning the same

[16]

in case the said rates tolls duties rents issues and annual profits should in any year or years prove insufficient for such purposes and subject to the trust aforesaid upon trust to apply the said stocks funds and securities and the accumulations thereof in discharge and liquidation of the said several debts of Forty thousand pounds Five thousand eight hundred pounds Three thousand pounds and Fifteen thousand pounds so due and owing to your Orator the said William Yatman the said Francis Giles and the said John Wright and Edmund William Jerningham respectively as aforesaid according to their several priorities

And also all other Mortgage debts if any then affecting the said premises or any part thereof or which should or might be thereafter contracted upon the security of the same under or by virtue of any of the powers therein after contained such discharge and liquidation to be made and effected by such instalments and in such order at such time or times and generally in such manner as under existing circumstances should be found most convenient

And as to the Trustees or Trustee for the time being should in their or his uncontrolled direction appear to be most for the benefit and advantage of the trust Estates and after full payment and discharge of all such present or future Mortgage debts and Interest as aforesaid and subject and without prejudice to all and singular the trusts and powers thereinbefore and thereafter created expressed and declared of and concerning the said trust Hereditaments and premises and the annual produce thereof it was by the now stating Indenture agreed and declared that they the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their Heirs Executors Administrators and Assigns should stand seized possessed and interested of and in as well the said several trust Hereditaments and premises so conveyed and assigned to them respectively as aforesaid and the rates tolls duties rents issues and annual profits arising therefrom as also the stocks funds and securities in or upon which any such rates tolls duties rents issues and annual profits should or might be laid out or invested and the accumulations thereof upon trust in the first place thereout to levy and raise during the life of the said Isabella Duckett spinster one clear annual sum of One thousand pounds sterling and to pay the same to her or her Assigns in manner and at the times therein appointed

[17]

and subject thereto in trust for the said George Floyd Duckett his Executors Administrators and Assigns absolutely for ever and by the said Indenture full powers are given to the said Trustees to manage and carry on the said Navigation or undertakings respectively and to lease and Mortgage and sell the same as therein particularly mentioned as by the same Indenture when produced will appear

And your Orator shews the a Deed Poll or Instrument was duly executed under the hands and Seals of the said John Wright and Edmund William Jerningham bearing date **the 31st day of May One thousand eight hundred and thirty six** after reciting ~~after reciting~~ the said Indenture of the **eighth May One thousand eight hundred and thirty four** and that the said sum of Fifteen thousand pounds which by the said Indenture was mentioned to be due to the said John Wright and Edmund William Jerningham was not in fact their own proper monies but belonged to certain other parties in the proportions thereafter mentioned the said John Wright and Edmund William Jerningham jointly and severally for themselves their Heirs Executors Administrators and Assigns covenanted with all persons whom it might concern

That they the said John Wright and Edmund William Jerningham and the survivor of them his Heirs Executors Administrators and Assigns should stand possessed of the said sum of Fifteen thousand pounds and the Interest thereof in the proportions following that is to say as to the sum of Three thousand pounds part thereof and the Interest thereof In trust for Anthony George Wright Biddulph one other of the defendants hereto the said John Wright and the Reverend Doctor Fryer one other of the Defendants hereto Trustees under the Will of the Countess de Front deceased and in priority to the sums of Five thousand pounds and Seven thousand pounds next thereafter mentioned and as to the sum of Five thousand pounds further part of the said sum of Fifteen thousand pounds and the Interest thereof in trust for Peter Campbell therein mentioned his Executors Administrators and Assigns in priority to the sum of Seven thousand pounds next thereafter mentioned

And as to the sum of Seven thousand pounds the remainder of the said sum of fifteen thousand pounds and the Interest thereof in trust for Edmund Plowden one other of the Defendants hereto the said defendant Anthony George Wright Biddulph and the said John Wright as Trustees and Executors of the Will of Anthony Wright deceased to be taken and paid from and after full payment and satisfaction of

[18]

of the said sums of five thousand pounds and seven thousand pounds as by the said Deed Poll or Instrument in writing when produced will appear

And your Orator shews that in the month of **January One thousand eight hundred and thirty eight** the said Isabella Duckett intermarried with her present husband George Burrard and the said George Burrard and Isabella his wife are Defendants hereto and that no Settlement affecting the said Annuities of One hundred pounds and Two hundred pounds and One thousand pounds or either of them was executed on the occasion of such marriage

And your Orator shews that previously to the execution of the Indenture next hereinafter stated the sum of One thousand five hundred pounds had been paid to Francis Giles in part discharge of his said Mortgage and the said Francis Giles had by Indenture of the date and particulars whereof your Orator is ignorant assigned to the said William Yatman the amount remaining due to him upon such security

And your Orator shews that previously to the date of the Indenture next hereinafter stated some portions of the Hereditaments comprised in your Orators said Mortgage were sold with the assent of your Orator and the purchase monies thereof amounting to the sum of One thousand three hundred and fifty pounds were paid to your Orator in part discharge of the principal of the said sum of Forty thousand pounds and that at the time of the execution of such Indenture the sum of Thirty eight thousand six hundred and Fifty pounds only with an arrear of Interest thereon remained due and owing to your Orator on his said security

And your Orator shews that an Indenture bearing date **the twenty third day of July One thousand eight hundred and forty four** was made and executed between and by the said Defendant George Floyd Duckett of the first part the said Defendants George Burrard and Isabella his Wife of the second

part the said Defendant Sir George Duckett of the third part and your Orator of the fourth part and Henry Birkbeck therein described of the fifth part and thereby after reciting the said several Indentures and that the said principal sum of Five thousand eight hundred pounds so secured to the said William Yatman as aforesaid had been reduced to the principal sum of Two thousand pounds only
And the payment of the said sum of One thousand five hundred pounds to the said Francis Giles and the transfer by him of the sum of One thousand five hundred pounds the remainder of the said sum

[19]

of Three thousand pounds unto the said William Yatman

And that Five hundred pounds part of the said last mentioned sum of One thousand five hundred pounds had been paid to the said William Yatman leaving the sum of One thousand pounds only due to the said William Yatman as such Assignee of the said Francis Giles

And reciting the payment of the said sum of One thousand three hundred and fifty pounds part of the said principal sum of Forty thousand pounds to your Orator

And reciting that your Orator had required further security for the payment of the said sum of Thirty eight thousand six hundred and fifty pounds so remaining due to him as aforesaid being dissatisfied with the existing security for the same and that the said George Floyd Duckett and George Burrard and Isabella his wife had agreed upon the application and request of the said Sir George Duckett and as an inducement to your Orator to postpone the immediate calling in the said Mortgage but without limiting his right to call in the same at any time under the Assignment thereafter contained

It was witnessed that in consideration of the premises they the said George Floyd Duckett and George Burrard and Isabella his wife as to and concerning and so far as related to the said respective Annuities of One hundred pounds and Two hundred pounds so provided for and desired to be paid to them the said George Floyd Duckett and Isabella Burrard and the survivor of them as aforesaid

And the said George Burrard and Isabella his wife as to and concerning and so far as related to the said Annuity of One thousand pounds ~~so~~ secured to her the said Isabella Burrard as aforesaid did bargain sell assign and transfer unto the said Henry Birkbeck his Executors Administrators and Assigns All those the said several and respective expectant annuities of One hundred pounds and Two hundred pounds so respectively provided for and secured to them the said George Floyd Duckett and Isabella Burrard and the survivor of them during the life of such survivor by the said Indenture of the **Eighth day of May One thousand eight hundred and thirty four**

And also the said Annuity or yearly sum of One thousand pounds by the same Indenture secured for the time therein appointed to her the said Isabella Burrard during her life

To hold receive and take the said Annuities of One hundred pounds and Two hundred pounds and One thousand pounds and other the premises thereby assigned

£38,650 = £2,880,000 1844/2009

[20]

unto and by the said Executors Administrators and Assigns thenceforth for and during the natural lives of the said George Floyd Duckett and Isabella Burrard respectively but nevertheless upon trust for your Orator Executors Administrators and Assigns and subject to the proviso thereafter contained

And it was by the now stating Indenture further witnessed that for the considerations aforesaid he the said George Floyd Duckett did bargain sell and release and also assign unto the said Henry Birkbeck his Heirs Executors Administrators and Assigns all and singular the trust Hereditaments and previous rates tolls duties rents issues and annual profits stocks funds and securities accumulations and all other the premises in the said Indenture of the **eighth day of May One thousand eight hundred and thirty four** described or mentioned or referred to which were thereby subject to the prior trusts thereof directed and declared to be in trust for him the said George Floyd Duckett his Executors Administrators and Assigns and every of them and every part of the same respectively to have and to hold receive and take the said Hereditaments rates tolls duties rents issues and annual profits stocks funds and securities accumulations and all other the premises thereby respectively released and assigned and every of them and every part thereof unto and to the use of the said Henry Birkbeck his Heirs Executors Administrators and Assigns and for further and better securing to your Orator his Executors Administrators and Assigns the due payment of the said sum of Thirty eight thousand six

hundred and fifty pounds so remaining due as aforesaid and the interest thereof and subject to the same or the like right and benefit of redemption in Equity on payment to your Orator his Executors Administrators and Assigns the said sum of Thirty eight thousand six hundred and fifty pounds and the interest thereof as the Hereditaments and premises comprised in the said Indenture of Release of the **Twenty seventh (actually 17th) day of November One thousand eight hundred and twenty four** were or immediately before the execution of the now stating Indenture were subject or liable to under or by virtue of the same Indenture or the proviso and agreement therein contained and to the intent and so that the said Annuities and sum and sums of money stocks and funds thereby respectively assigned or intended so to be might be receivable
And if your Orator his Executors

[21]

Administrators or Assigns should think fit be received by the said Henry Birkbeck Executors Administrators or Assigns and might at the discretion of your Orator his Executors Administrators or Assigns and if he or they should so require but without obligation so to do or any loss or liability for not so doing be applicable and be applied in or towards payment satisfaction and discharge of the said sum of Thirty eight thousand six hundred and fifty pounds and the interest thereof or such parts of the same as should from time to time remain unpaid in such order and manner as your Orator his Executors Administrators or Assigns should think proper as by the said Indenture when produced will appear

And your Orator shews that the said Indenture was duly acknowledged by the said Isabella Burrard in the manner required by the Act for the abolition of Fines and Recoveries and the substitution of more simple modes of Assurances

And your Orator shews that the said Dame Isabella Duckett departed this life in the month of **October One thousand eight hundred and forty four** and received all arrears of the said Annuity which became payable to her in her lifetime

And your Orator shews that the said William Yatman departed this life on or about the **fifth day of April One thousand eight hundred and forty five** having by his last will and testament in writing bearing date **the twenty sixth day of December One thousand eight hundred and forty four** appointed John Benjamin Heath John Druce the said Testators Wife Ellen Yatman and William Hamilton Yatman all of whom are Defendants hereto Executors and Executrix of his said Will who duly proved the same in the proper Ecclesiastical Court in the months of **May One thousand eight hundred and forty five** and of **January One thousand eight hundred and forty eight**

And your Orator shews that the said Peter Campbell has departed this life and that before his death he by some Deed or Testament of the particulars whereof ~~your Orator~~ the Plaintiff is ignorant assigned the said sum of Five thousand pounds to the said Defendants Edmund William Plowden Anthony George Wright Biddulph John Wright and Edmund William Jerningham or some or one of them upon certain trusts of the particulars whereof you Orator is ignorant

And your Orator shews that in the month of **June One thousand eight hundred and forty five** the said Defendant George Floyd Duckett intermarried with his present wife Isabella formerly Isabella Smith spinster and that previously to and in contemplation of such marriage

[22]

an Indenture dated the **eighteenth June One thousand eight hundred and forty five** was made between the said Defendant Sir George Duckett of the first part the said George Floyd Duckett of the second part the said Isabella Smith of the third part and Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger and Lewis Powell also Defendants thereto of the fourth part and was executed by the parties thereto excepting Lewis Powell

And thereby for the considerations therein mentioned the said Defendant Sir George Duckett granted assigned and confirmed unto the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger and Lewis Powell their Executors Administrators and Assigns

All the said annual sum of Two hundred pounds by the said Indenture of **Eighth May One thousand eight hundred and thirty four** directed to be raised and paid to the said Defendant Sir George Duckett and his Assigns during his life and all arrears and growing and future payments of the same

To hold the same to the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger and Lewis Powell their Executors Administrators and Assigns during the life of the said Defendant Sir George Duckett upon trust after the solemnization of the said intended marriage from time to time out of the said annual sum of Two hundred pounds to raise an Annuity of One hundred and fifty pounds during the life of the said Defendant Sir George Duckett in the manner and at the times therein mentioned and to stand interested therein upon the trusts thereafter declared and hereinafter also stated concerning the same

And subject thereto upon trust for the said Defendant Sir George Duckett and his Assigns absolutely. And by the now stating Indenture for the considerations therein mentioned the said George Floyd Duckett did also assign unto the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger and Lewis Powell their Executors Administrators and Assigns All the said annual sum of One hundred pounds by the said Indenture of the **Eighth day of May One thousand eight hundred and thirty four** directed to be levied after the decease of the said Dame Isabella Duckett and to be paid to the said George Floyd Duckett and Isabella Burrard and the survivor of them And also the said annual sum of Two hundred pounds by the said last mentioned Indenture directed to be raised from and after the decease of the said Defendant Sir George Duckett and to be paid to the said George Floyd Duckett and Isabella Burrard and the survivor of them

[23]

And all growing and accruing payments of the same several annual sums respectively

To hold the same subject nevertheless to the Estate and interest of the said Isabella Burrard or of the said George Burrard in her right under the said Indenture of the **Eighth (sic) May One thousand eight hundred and thirty four** unto the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger and Lewis Powell their ~~Heirs~~ Executors Administrators and Assigns from and after the solemnization of the said intended marriage upon the trusts therein declared of and concerning the same

And that it was by the ~~now~~ then stating Indenture agreed between the said parties thereto that the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger and Lewis Powell should stand possessed of the said Annuity of One hundred and fifty pounds and also of the said annual sum and all other the premises lastly thereinbefore mentioned to be assigned upon trust during the joint lives of the said George Floyd Duckett and Isabella Smith to pay such annual sums of money not exceeding the annual sum of Two hundred pounds as the said Annuity of One hundred and fifty pounds and the said annual sums lastly thereinbefore mentioned or such of them as should for the time be payable would from time to time extend to pay in the manner and at the times therein appointed

Upon such trusts as were in the now stating Indenture before declared concerning the annual proceeds of certain stocks funds and securities thereinbefore directed to be purchased being trusts ~~arising~~ during the joint lives of the said George Floyd Duckett and Isabella Smith to receive the interest dividends and annual proceeds of the said stocks funds and securities and pay the same unto such person or persons as the said Isabella Smith should but not by way of anticipation appoint and in default of such appointment into her own hands for her own sole and separate use

To the intent that the said Isabella Smith might not have power to assign the same interest dividends and annual proceeds by way of anticipation and that the same might not be subject to the debts control or engagements of the said George Floyd Duckett

And from and after the decease of the said George Floyd Duckett in case the said Isabella Smith should survive him the said Trustees should stand possessed of the said Annuities respectively

Upon trust for better securing the due payment of a certain Annuity of Two hundred pounds in the now stating Indenture covenanted to be paid by the

[24]

Heirs Executors or Administrators of the said George Floyd Duckett to the said Trustees In trust for the said Isabella Smith during her life and for that purpose Upon trust from time to time as often as the last mentioned Annuity or any part thereof should be in arrear at the times of payment by Mortgage or sale of the said Annuity of One hundred and fifty pounds and the said annual sums and other the premises lastly thereinbefore mentioned to raise the said Annuity of Two hundred pounds or so much

thereof as should be in arrear and apply the same upon the trusts therein before declared of the same Annuity being a Trust to pay the same Annuity of Two hundred pounds as and when the same should become due unto the said Isabella Smith and her assigns for her and their own benefit

And subject to the trusts aforesaid should stand possessed of the said Annuity of One hundred and fifty pounds and the said annual sums and other the premises lastly hereinbefore mentioned or so much thereof as should not be applied or disposed of in answering the several trusts and purposes aforesaid Upon Trust for the said George Floyd Duckett his Executors Administrators and Assigns absolutely as by the said Indenture when produced will appear

And your Orator shews that the said Lewis Powell duly executed a Deed Poll or instrument in writing bearing date the **25th day of October 1845** and thereby the said Lewis Powell absolutely renounced and disclaimed the trusts of the said lastly stated Indenture

And your Orator shews that the said Francis Giles departed this life on or about the (space) **day of (space) 1846 (actually 4 March 1847)** leaving the said Defendants John Wright Edmund William Jerningham and Sir George Duckett his cotrustees him surviving

And your Orator shews that an Indenture bearing date the **25th day of April 1846** was made and executed between and by the said George Burrard and Isabella his wife of the first part the said George Floyd Duckett and Isabella his wife of the second part and the said Sir Henry Pottinger Walter Warde William and Alexander Mackinnon the younger of the third part and therefore the considerations therein mentioned the said George Burrard and also the said Isabella Burrard with the concurrence of her said Husband testified as therein mentioned granted and assigned unto the said Sir Henry Pottinger Walter Warde and William Alexander Mackinnon their Executors Administrators and Assigns All the said annual sum of One hundred pounds by the said Indenture of the **8th day of May 1834**

[25]

directed to be raised after the decease of the said Dame Isabella Duckett and to be paid to the said George Floyd Duckett and Isabella Burrard and the survivor of them and all future payments of the said annual sum To hold the ~~said~~ same annual sum and other the premises thereinbefore assigned subject nevertheless to the Estate and interest therein of the said George Floyd Duckett or of the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon the younger their Executors Administrators and Assigns as the Assigns of him the said George Floyd Duckett by virtue of the said Indenture of the **8th May 1834** and the said Indenture of the **18th day of June 1846 (1845)** respectively unto the said Sir Henry Pottinger Walter Warde William Alexander Mackinnon their Executors Administrators and Assigns Upon trust for securing to them nevertheless upon the trusts in the said Indenture of the **18th day of June 1846 (1845)** expressed concerning the said annual sum not exceeding the annual sum of Two hundred pounds thereby secured to be paid to them and him during the joint lives of the said George Floyd Duckett and Isabella his Wife as aforesaid such annual sums of money if any as should from time to time be required to make the said annual sum which should from time to time be paid under the trusts declared of the said Annuity of £150 and of the said annual sum by the said Indenture of **18th June 1846 (1845)** lastly assigned equal to the full and clear annual sum of £200

And also upon trust for further securing the payment of the said Annuity of £200 by the said Indenture of the **18th day of June 1846 (1845)** covenanted to be paid by the Heirs Executors or Administrators of the said George Floyd Duckett after his decease and for the several purposes aforesaid Upon trust from time to time so often during the joint lives of the said George Floyd Duckett and Isabella his Wife as the said Annuity of £150 and the said annual sums thereby lastly assigned as aforesaid should be insufficient to pay the annual sum of £200 and also from time to time as often as the said Annuity of £200 so covenanted to be paid by the Heirs Executors or Administrators of the said George Floyd Duckett after his decease as aforesaid or any part thereof should be in arrear at the times in the said Indenture of the **eighteenth June 1846 (1845)** appointed for payment thereof out of the said annual sum and other the premises by the now stating Indenture assigned to levy and retain upon the trusts aforesaid such sums of money as should be sufficient to make the annual sum which should be paid out of

[26]

the said annuity of £150 and the said annual sums by the said Indenture of the **18th June 1846 (1845)** assigned equal to the full and clear annual sum of £200 and also to levy and retain so much of the said Annuity of £200 so covenanted to be paid by the Heirs Executors or Administrators of the said George Floyd Duckett as aforesaid as should be unpaid and to apply the same upon the trusts by the said Indenture of the **18th June 1846 (1845)** declared of the same Annuity and subject to the several trusts aforesaid to stand possessed of the said annual sum by the now stating Indenture assigned or so much thereof as should not be applied in answering the several trusts aforesaid Upon trust for the said George Floyd Duckett and his assigns for his life and after his decease upon trust for the said Isabella Burrard if she should survive him and her Assigns for her life as by the said Indenture when produced will appear

And your Orator shews that your Orator is ignorant

And the said defendants refuse to discover who are the persons beneficially interested in the said sums of Three thousand pounds and Seven thousand pounds which by the said Deed Poll of **the thirty first May 1836** are stated to be held In trust for the Trustees under the Will of the Countess de Front and for the Trustees and Executors of the Will of Anthony Wright respectively

And your Orator shews that on the **11th November 1844 (1846)** the further sum of £250 was paid to your Orator in part discharge of the said principal sum of £38,650 so remaining due to him as aforesaid and that the interest on the sum of £38400 remaining due to your Orator was paid up to the **11th day of November 1846** since which time some further payments had been made on account of the said accruing interest but the whole of the said sum of £38400 together with a considerable arrear of interest still remains due owing to your Orator upon his said securities and that your Orator has frequently and in a friendly manner by himself and his Agents applied to and requested the said Defendants to pay to your Orator what is due and owing to him upon the said Mortgage securities but the said Defendants have refused and still refuse to comply with your Orators said request and sometimes the said Defendants pretend there are various other Mortgages or incumbrances besides those hereinbefore stated affecting the said Hereditaments subsequent to your Orators said Mortgage securities and that there are various persons other than the Defendants hereto who are interested in the Equity of redemption of the said Hereditaments

[27]

And your Orator charges that the said defendants ought to set forth the dates and short material contents of such Mortgages or Incumbrances respectively and the names of the parties thereto and in whom by name and address the same are now vested and the names and places of abode of all persons other than the said Defendants thereto who hath any interest in the Equity of redemption of the said Hereditaments and when and by what Deed or ~~Indenture~~ Instrument or otherwise and how he or she acquired such interest

And your Orator charges that the said Defendants John Wright Edmund William Jerningham Anthony George Wright Biddulph and William Victor Fryer ought to set forth whether the said sum of £3000 mentioned in the said Deed Poll of the **31st May 1836** was part of or had arisen from the personal Estate of the said Countess de Front or from her real Estate or otherwise and how and whether the said Anthony George Wright Biddulph John Wright and William Victor Fryer were or not the Executors of the said Countess de Front and whether they were possessed of or entitled to the said sum of £3000 as such Executors or had done any and what act whereby the same became vested in them as Trustees under her Will and upon what trusts they held and now hold the same and the names places of abode of all persons having any beneficial interest therein

And your Orator charges that the said Defendants John Wright and Edmund William Jerningham Edmund ~~Howden~~ Plowden and Anthony George Wright Biddulph ought to set forth whether the said Edmund Plowden Anthony George Wright Biddulph and John Wright were possessed of or entitled to the said sum of £7000 mentioned in the said Deed Poll of the **31st May 1836** as Executors of the said Anthony Wright or in some other and what character and whether they had done any and what Act whereby the same became vested in them as Trustees under his Will and upon what trusts they held and now hold the same and the names and places of abode of all persons having any beneficial interest therein and that the said last named Defendants ought also to set forth what assignments settlements ~~and~~ or other dispositions have been made of the said sum of £5000 to which the said Peter Campbell was entitled as aforesaid and the dates and short material contents thereof and who by name and

address are now beneficially interested in the said sum of £5000 and if the said Peter Campbell in his life time made no assignment or disposition thereof then the names and addresses of his Executors or legal personal representations

[28]

And your Orator charges that the said Defendants respectively had formerly and have now in their possession custody or power or in that of their Solicitors or Agents divers Accounts Deeds Documents and other papers and writings connected with mentioning referring or relating to or shewing the truth of the several matters herein mentioned which they refuse to produce

To the end therefore that the said Defendants may if they can shew why your Orator should not have the relief hereby prayed and may upon their several and respective Corporal Oaths and according to the best and utmost of their several and respective knowledge remembrance information and belief full true direct and perfect answer make to all the several Interrogatories hereinafter numbered and set forth as by the note hereunder written they are respectively required to answer the same that is to say

1. Whether such Act of Parliament as hereinbefore mentioned was not made and passed at the time herein before in that behalf mentioned or at some other and what time for such purpose and to such purport or effect as hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or for some other or what purpose or to some other and what purport and effect or how otherwise and whether at the time herein before in that behalf mentioned or at some other and what time the Defendant Sir George Duckett was not or did not allege himself to be solely or otherwise and how entitled to the said undertaking Navigation and Hereditaments or to some and what part or parts thereof or how otherwise and whether the said Sir George Duckett had not occasion for such sum as hereinbefore in that behalf is mentioned or for some other and what sum or how otherwise

And whether he did not apply to your Orator to advance him the same or some other and what sum and whether or not upon the security of the said undertaking navigation and Hereditaments or upon some other and what security or how otherwise and whether your Orator did not consent to make such advance upon such security or upon some other and what security or how otherwise and whether your Orator did not and whether or not accordingly or otherwise and how lend and advance to the said Defendant Sir George Duckett such sum as hereinbefore in that behalf mentioned or some other and what sum or how otherwise and whether for securing the repayment thereof or some and what part thereof

[29]

an Instrument in writing was not executed by and whether or not under the hands and seals of the said Defendant Sir George Duckett and your Orator and which of them or otherwise and how of such date and to such purport and effect as hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or of some other and what date or to some other and what purport and Effect or how otherwise and whether such Instrument was not signed and whether or not sealed and whether or not delivered in the presence of and whether not attested by two credible Witnesses or how otherwise and whether the same was not in the form prescribed by the said Act or in some other and what form or how otherwise and whether a Duplicate or Counterpart of such instrument was not executed by the said Defendant Sir George Duckett and your Orator or one and which of them and whether or not delivered to the Clerk of the said undertaking and whether or not according to the provisions of the said Act or how otherwise and whether for further securing the repayment of the said sum or of some and what part thereof or in fact such Indentures of Lease and release as hereinbefore mentioned to bear date the **16th and 17th days of November 1824** were not made and executed between and by the parties of the date and to the purport and effect hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or between or by some other and what parties or of some other and what date or to some other and what purport and effect or how otherwise and whether the fine covenanted by the said Indenture to be levied was not duly or in fact levied and whether or not according to the said Covenant or how otherwise and whether such Indenture as hereinbefore mentioned to bear date the **18th November 1824** was not made between the parties of the date and to the purport and effect hereinbefore in that behalf mentioned or at some other and what time a fiat in

Bankruptcy was not duly or in fact issued against the said Defendant Sir George Duckett and Sir Francis Bernard Moreland Baronet and Tyingham Bernard Esquire or some and one and which of them or how otherwise and whether the said last named persons or some or one and which of them did not then or at some other and what time carry on business in Copartnership with the said Sir George Duckett

[30]

and whether or not as Bankers or how otherwise and whether under such Fiat they or some or one and which of them were or was not duly or in fact found and whether or not declared Bankrupts or Bankrupt or how otherwise and whether Moses Asher Goldsmid or some other and what person was not duly or in fact appointed Official Assignee of their Estate and Effects or how otherwise and whether the said Henry Ellis Charles Barry Baldwin Lewis Powell and Robert Pugh or some or one and which of them or some other and what persons or person were or was not duly or in fact chosen the Creditors Assignees or Creditors Assignee of their said Estate and Effects or how otherwise and whether previously to the execution of the Indenture hereinbefore in that behalf mentioned or at some other and what time the said Defendant Sir George Duckett did not obtain his Certificate under the said Bankruptcy or how otherwise and whether such Indenture of release as hereinbefore mentioned to bear date the **8th day of May 1834** and whether or not grounded on a Lease for a year was not made and executed between and by the parties of the date and to the purport and effect hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or between or by some other and what parties or of some other and what date or to some other and what purport and effect or how otherwise and whether such Deed Poll as hereinbefore mentioned to bear date the same **eighth day of May 1834** was not executed under the hands and seals of the said several persons hereinbefore in that behalf mentioned or some and which of them or some other and what persons or person and whether or not of such date and to such purport and effect as hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or of some other and what date or to some other and what purport and effect or how otherwise and whether such Deed Poll and a duplicate or counterpart thereof or one and which of them were or was executed and attested as required by the said Act in some other and what manner or how otherwise and whether such duplicate was not delivered to the Clerk of the said Navigation or some other and what person and whether or not as required by the said Act or otherwise and whether such Indenture as hereinbefore secondly mentioned to bear date the **8th day of May 1834** was not made and executed between and by the parties of the date and to the purport and effect hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or between or by some

[31]

other or what parties or to some other and what purport or effect or how otherwise and whether such Deed Poll or Instrument as hereinbefore mentioned to bear date the **31st day of May 1836** was not duly or in fact executed under the hands and seals of the said John Wright Edmund William Jerningham or one and which of them or some other and what persons or person and whether or not of such date and to such purport as hereinbefore in that behalf mentioned so far as the same is hereinbefore ~~set forth~~ mentioned or of some other and what date or to some other and what purport and effect or how otherwise and whether at the time hereinbefore in that behalf mentioned or at some other and what time the said Defendant Isabella Duckett did not intermarry with her present husband the Defendant George Burrard or how otherwise and whether any and in what settlement affecting the Annuities of £100 £200 and £1000 or either and which of them was executed on the occasion of such marriage or how otherwise and whether previously to the execution of the Indenture hereinbefore in that behalf mentioned or at some other and what time the sum of £1500 or some other and what sums had not been paid to the said Francis Giles and whether or not in part discharge of his said Mortgage or on some other and what account or how otherwise and whether the said Francis Giles had not and whether or not by an Indenture or otherwise and how assigned to the said William Yatman the amount remaining due to him upon such security or some or what part thereof or how otherwise and that the said Defendants may set forth the date and short material contents of such Indenture and whether

previously to the date of the Indenture herein before in that behalf mentioned or to some other and what time some portions or portion of the Hereditaments comprised in your Orators said Mortgage were or was not sold and whether or not with the assent of your Orator or how otherwise and whether the purchase monies thereof did not amount to such sum as hereinbefore in that behalf mentioned or to some and what part thereof were and was not paid to your Orator and whether or not in part discharge of such principal sum as hereinbefore in that behalf mentioned or on some other and what account and or how otherwise and whether at the time of the execution of such Indenture such sum only with an arrear of interest thereon as hereinbefore in that behalf mentioned

[32]

or some other and what sum and interest did not remain due and owing to your orator on his said security or how otherwise and whether such Indenture as hereinbefore in that behalf mentioned to bear date the **23rd day of July 1844** was not made and executed between and by the parties of the date of some other and to the purport and effect hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or between or by some other and what parties or of some other and what date or to some other and what purport and effect or how otherwise and whether the said Indenture was not duly or in fact acknowledged by the said Isabella Burrard and whether or not in the manner required by the Act for the Abolition of Fines and Recoveries and the substitution of more simple modes of assurance or in some other and what manner or how otherwise or whether the said Dame Isabella Duckett did not depart this life at the time hereinbefore in that behalf mentioned or at some other and what time or how otherwise and that she did not receive all arrears of the said Annuity which became payable to her in her life time or some and what part thereof or how otherwise

And whether the said William Yatman did not depart this life at the time herein before in that behalf mentioned or at some other and what time or how otherwise and whether he did not make his last Will and Testament in writing of such date as hereinbefore in that behalf mentioned and of some other and what date or otherwise and how appoint the said several Defendants hereinbefore in that behalf mentioned or some or one of which of them Executors or Executor thereof or how otherwise and whether the said several Defendants or some or one and which of them did not duly or in fact prove his said Will in the proper Ecclesiastical Court or in some other and what Court at the time hereinbefore in that behalf mentioned or at some other and what time or how otherwise and whether the said Peter Campbell did not die and when in particular and whether before his death and when he did not make some and what Assignment of the said sum of £5000 or some and what part thereof to the said Defendants hereinbefore in that behalf mentioned or some or one and which of them or some other and what person or persons and whether or not upon some and what trust or trusts and that the said Defendants may set forth the dates names of parties to and short material contents of such deed or deeds and whether

[33]

at the time hereinbefore in that behalf mentioned or at some other and what time the said Defendant George Floyd Duckett did not intermarry with his present Wife Isabella formerly Isabella Smith spinster or how otherwise and whether previously to and in contemplation of such marriage or in fact such Indenture as hereinbefore mentioned to bear date the **18th day of June 1845** was not made between the parties of the date and to the purport and effect hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or between or by some other and what parties and of other and what date or to some and what purport and effect or how otherwise and whether the said Lewis Powell did not duly or in fact execute a Deed Poll or Instrument in writing of such date and to such purport and effect as the Deed Poll or instrument hereinbefore mentioned to bear date the **25th day of October 1845** so far as the same is herein before set forth or a Deed Poll or Instrument of some other and what date or to some and what purport and effect or how otherwise and whether the said Francis Giles did not depart this life at the time hereinbefore in that behalf mentioned or some other and what time or how otherwise and whether he did not leave the Defendants John Wright Edmund William Jerningham and Sir George Duckett his Co-trustees or some or one and which of them him surviving or how otherwise and whether such Indenture as hereinbefore mentioned to bear date the **25th day of April 1846** was not made and executed between and by the parties of the date and to the purport and effect

hereinbefore in that behalf mentioned so far as the same is hereinbefore set forth or between or by some other and what parties or of some other and what date or to some and what purport and effect or how otherwise and whether at the time hereinbefore in that behalf mentioned or at some other and what time the further sum of £250 or some other and what sum was not paid to your Orator and whether or not in part discharge of such principal sum so remaining due to him as hereinbefore in that behalf mentioned or on some other and what account or how otherwise and whether the interest on the sum remaining due to your Orator hereinbefore in that behalf mentioned was not paid up to the time hereinbefore in that behalf mentioned or up to some other and what time or how otherwise and whether since the time hereinbefore in that behalf mentioned some further payments or payment have or has not been made and

[34]

whether or not on account of the accruing interest or on some other and what account or how otherwise and whether the whole of the said sum of £38400 or some and what part thereof and whether or not together with a considerable and what or some and what arrear of interest does not still remain due and owing to your Orator upon his said securities or how otherwise and whether your orator has not from time to time or at some time and times and when made such applications and requests to the said Defendants or some or one of them hereinbefore in that behalf mentioned or some other and what applications and requests application or request to the like or to some other and what purport and effect or how otherwise and whether the said Defendants or some or one and which of them do or does not make such pretences ~~and~~ or pretence with reference to other Mortgages or incumbrances than those hereinbefore stated as herein before in that behalf mentioned or some other and what pretences or pretence to the like and to some other and what purport or effect or how otherwise and that the said Defendants may set forth the dates and short material contents of such Mortgages and Incumbrances respectively and the names of parties thereto and in whom by name and address are now vested and the names and places of abode of all persons other than the said Defendants hereto who have any interest on the Equity of redemption of the said Hereditaments and when and by what Deed or instrument or otherwise and how he or she acquired such

2 That the said Defendants John Wright Edmund William Jerningham Anthony George Wright Biddulph and William Victor Fryer may set forth whether the said sum of £3000 mentioned in the said Deed Poll of the **31st Day of May 1836** was part of or had arisen from the personal Estate of the said Countess de Front or from her real Estate or otherwise and how and whether the said Anthony George Wright Biddulph and William Victor Fryer were or not the Executors of the said Countess de Front and whether they were possessed of or entitled to the said £3000 as such Executors or had done any and what act whereby the same became vested in them as Trustees under her Will and upon what trusts they held and now hold the same and the names and places of abode of all persons having any beneficial interest therein

3 That the said Defendants John Wright Edmund William Jerningham Edmund Plowden and Anthony George Wright Biddulph

[35]

may set forth whether the said Edmund Plowden Anthony George Wright Biddulph and John Wright were possessed of or entitled to the said sum of £7000 mentioned in the said Deed Poll of the **31st day of May 1836** as Executors of the said Anthony Wright or in some other and what character and whether they had done any and what act whereby the same became vested in them as Trustees under his Will and upon what trusts they held and now hold the same and the names and places of abode of all persons having any beneficial interest therein and that the said last named Defendants may also set forth what assignments settlements or other disposition has been made of the sum of £5000 to which the said Peter Campbell was entitled as aforesaid and the dates and short material contents thereof and who by name and address are now beneficially interested in the said sum of £5000 and if the said Peter Campbell in his lifetime made no assignment or disposition thereof then the names and addresses of his Executors or legal personal representatives

4 Whether the said Defendants or some or one and which of them had not formerly and when last and whether they or some or one and which of them have or has not now in their or some or one and which of their possession custody or power or in the possession of their or some or one and which of their Solicitor or Solicitors Agent or Agents and of whom by name divers or some and what accounts or account deeds or deed documents or document or divers or some and what copies or copy or extract from such several particulars or divers or some and what other papers or writings paper or writing connected with mentioning referring or relating to or shewing the truth of the several matters herein mentioned or some or one of them and whether the said Defendants or some or one and which of them do or does not refuse to produce the same or some or one and which of them and why and that the said Defendants may respectively set forth a full true and perfect list or Schedule of all such accounts and other particulars distinguishing those now from those not now in their respective possession custody or power or in the hands of the Clerk of Records and Writs in whose division this Cause is for the usual purposes and may respectively set forth what has become of those thereof which were but are not now in their respective custody possession or power and

[36]

when and to whom and for what reason they respectively parted with the same

And that an account may be taken by and under the direction of this Honorable Court of what is due and owing to your Orator for principal money and interest on the said securities and that the said Defendants may be decreed to pay to your Orator what shall appear to be justly due and owing to him on taking the said Account together with the costs of this suit by a short day to be appointed by this Court for that purpose your Orator being willing and hereby offering on such payment being made to reconvey the said Mortgage Hereditaments and premises to the said Defendants as this Honorable Court shall direct and that in default of such payment the said Defendants and all persons claiming under them or any or either of them may be absolutely barred and foreclosed of and from all right and Equity of redemption in or to the said Mortgaged premises and every part thereof and that your Orator may have such further or other relief as the nature of the case may require or to your Lordship shall seem meet

May it please your Lordship the premises considered to grant unto your Orator Her Majestys most gracious Writ or Writs of Subpoena issuing out of and under the seal of this Honorable Court to be directed to the said Sir George Duckett James Benjamin Heath John Druce Ellen Yatman William Hamilton Yatman John Wright Edmund William Jerningham George Floyd Duckett and Isabella his Wife George Burrard and Isabella his Wife Anthony George Wright Biddulph William Victor Fryer Edmund Plowden Sir Henry Pottinger Walter Warde and William Alexander McKinnon the younger and the rest of their confederates when discovered thereby commanding them and each and every of them at a certain day and under a certain penalty therein to be limited personally to be and appear before your Lordship in this Honorable Court and then and there full true direct and perfect answer make to all and singular the premises and further to stand to perform and abide by such further order direction and decree herein as to your Lordship shall seem meet and that Henry Birkbeck on being served with a copy of the Bill may be bound by all the proceedings in the Cause and your Orator will ever pray &c

J. V. Prior

Note All the defendants are required to answer the Interrogatories 1 and 4
The Defendants John Wright Edmund William Jerningham Anthony George Wright Biddulph and William Victor Fryer are required to answer also the Interrogatory numbered 2
The Defendants John Wright Edmund William Jerningham Edmund Plowden and Anthony George Wright Biddulph are required to answer also the Interrogatory numbered 3

Sharpe Field Jackson and Newbold

41 Bedford Row Middlesex

Agents for Foster Unthank Burroughs and Robberds Norwich