

ON the 5<sup>th</sup> day of  
the Will with a Codicil thereto of

December 1863,  
William

Lubitt \_\_\_\_\_  
formerly of \_\_\_\_\_

last late of Penton Lodge near Audover  
in the ~~said~~ County of Southampton Esquire

deceased, who died on the 28<sup>th</sup> day of October 1863,  
at Penton Lodge aforesaid

was proved in the Principal Registry of Her Majesty's Court of Probate, by the Oath  
of Sir Joseph Francis Olliffe (in the  
Will written Sir Joseph Olliffe) of Paris in  
France Knight, Doctor of Medicine, John  
Humphrey of Hibernia Wharf Southwark  
in the County of Surrey & Wharfinger and  
William Henry Humphrey of the ~~sole~~ one of the  
Executors named in the said Will, they having been first sworn duly to

administer, power being reserved of granting probate of the said Will and

to

the other Execut named in the

the other Execut and  
the Legatee having  
renounced the Probate and Execution of the said Will and also the  
Letters of Administration (with the said Will annexed) of the personal  
Estate and Effects of the said deceased.

Effects under £ 200,000 - 

3 This is the last Will and Testament  
of me William Cubitt of Fenton Lodge near Audover in the County of Bucks  
Esq. I give and bequeath unto my Son in Law Sir Josepha Olliffe of the  
City of Paris M. D. who is married to my daughter Laura and to his execu-  
tors administrators and assigns absolutely all and singular the grounds and  
other estate and premises in the Isle of Dogs in the County of Middlesex  
now held by me from Joan Fuller and Samuel Stratton under leasehold  
on or about the eleventh July one thousand eight hundred and sixty for  
twenty nine years from twenty fifth March one thousand eight hundred  
and fifty at the rent of ten pounds except that part of the said grounds and  
premises which has been already assigned to the trustees of the marriage  
settlement of the said Sir Josepha and Lady Olliffe and also all and sin-  
gular the grounds and other estate and premises bounded to me by lease-  
hold dated on or about the eleventh July one thousand eight hundred and  
sixty granted by the same parties for same term at five pounds a year  
rent and described in the lease "all that piece or parcel of ground as the  
same is more particularly delineated or described in the plan drawn in  
the margin of these presents situate and being in the Isle of Dogs in  
the Parish of All Saints Poplar in the County of Middlesex bounded on  
the north by lands underlet by the said William Cubitt to A. Stewart  
one hundred and seventy four foot nine inches or thereabouts East by the  
Folly Wall South on grounds bounded to the said William Cubitt and West  
on Samsona Street which said piece or parcel of ground is now in the oc-  
cupation of the said William Cubitt his undertenants or assigns" and a  
also all and singular the grounds and other estate premises bounded to  
me by leasehold dated on or about the eleventh July one thousand eight hun-  
dred and sixty granted by the same parties for the same term at the same  
rent and described in the lease as "all that piece or parcel of ground situate  
and being in the Isle of Dogs in the Parish of All Saints Poplar in the  
County of Middlesex which said piece or parcel of ground is bounded on  
the North and East by Folly Wall and on the South and West by other  
lands bounded to the said William Cubitt" and also all and singular to wit  
my and my wife part of the grounds and other estate and premises bounded to  
me by Joan Fuller and Samuel Stratton by indenture also bearing date on  
or about the eleventh July one thousand eight hundred and sixty and therein  
described as "all that piece or parcel of ground situate and being in the Parish  
of All Saints Poplar in the County of Middlesex together with the swelling or  
bowdies and premises cutted thereon which said piece or parcel of ground is  
bounded on the North by Folly Wall on the South by Stewart Street



on the west by Manchester Road and on the East by other lands bounded to the said William Cubitt and has not been assigned to the Trustees of Mr. and Mrs. at Edmund Marriage Settlement The piece of ground hereby referred to and intended to be hereby bequeathed being a strip of ground of the length of four hundred and eighty feet or thereabouts and of the breadth of twenty feet or thereabouts extending along the backs of the garbans of the houses in Mount Terrace and also all and singular the messuages or dwellinghouses (twenty in number) with the yards gardens and appurtenances being numbered 1 to 11 both inclusive and from 8 to 26 both inclusive in Mount Terrace Cubitt Town in the Isle of Dogs aforesaid and also the piece of ground used as a Cow yard in the same Terrace and the garden ground at the back of those houses and also all and singular the messuages or dwellinghouses yards gardens and appurtenances from No. 22 to 28 both inclusive in Danube Street Cubitt Town aforesaid and also all and singular the ground and other estate and premises bounded by the trustees of the will of the late William Mellish deceased to me by Indenture dated on or about the twenty fifth July one thousand eight hundred and fifty nine and therein described as "all that piece of land situate in the Isle of Dogs and in the Parish of All Saints Poplar in the County of Middlesex bounded on the North in an irregular line by lands occupied by the said William Cubitt and by St. Cross respectively and containing there in two dimensions three hundred and forty eight feet bounded on the East by the River Thames and containing there one hundred and eighty three feet bounded on the South East by a Road and wa Drain Dork and containing there three hundred and twenty three feet and is bounded on the West by Danube Street and containing there one hundred and eighty feet and also that small piece of ground situate to the North of the aforesaid piece of land bounded on the West by Danube Street and containing therein thirty seven feet and bounded in a semicircle from North to South by land occupied by the said William Cubitt and containing along such semicircular line forty four feet" the greater part of which piece of ground (except the said semicircular piece) is let by agreement dated on or about the seventeenth a July one thousand eight hundred and sixty two to Joseph D'Aquila Danube and also all and singular those leasehold messuages or dwellinghouses with the yards gardens and appurtenances thereto being Numbers 1 to 19 both inclusive in Danube Street and also all those the messuages or dwellinghouses with the yards gardens and appurtenances thereto being Numbers 1 to 15 both inclusive in Davis Street and all those the messuages or dwellinghouses with the yards gardens and appurtenances thereto being Numbers 1 to 18 both inclusive in Norfolk Terrace Manchester Road (being all the houses in each of the said Streets) together with the <sup>piece of</sup> vacant ground in the centre enclosed by the said houses and also the right of way to the said piece of ground all being situate in Cubitt Town aforesaid and also all and singular the piece of ground and other estate and premises at Cubitt Town aforesaid leased by me to Joseph D'Aquila Danube by Indenture dated on or about the thirty first May one thousand eight hundred and fifty nine at the rent of one hundred and twenty five pounds <sup>sixty for eighty</sup> a year and also all and singular the messuages or dwellinghouses with the <sup>from Christmas</sup> yards gardens and appurtenances thereto being Numbers 1. 3. 5. 7. 9. 11. 13. 15. 17. 19. 21. 23. 25. 27 and 29 Cannon Street in Cubitt Town aforesaid and also all <sup>occupied</sup> and singular the leasehold wharf and premises at Cubitt Town aforesaid <sup>by</sup> me conveyed to Messieurs Fraser and others therein described or called as The London Marine Company by lease dated on or about the twenty ninth June one thousand eight hundred and sixty for a term of eighty two years from twenty fifth a December one thousand eight hundred and fifty nine at the rent of eighty six pounds per annum and also all and singular the ground and other estate and premises bounded to me by the trustees of the will of William Mellish deceased by Indenture dated on or about the twenty seventh July one thousand eight hundred and fifty nine for a term of eighty three years from the twenty fifth a day of December one thousand eight hundred and fifty three at a rent of ten shillings



is west by Manchester Road and on the East by other lands bounded to the  
 William Cubitt and has not been assigned to the Trustees of St: and St: as  
 as Marriage Settlement The piece of ground hereby referred to and intended  
 hereby bequeathed being a strip of ground of the length of four hundred  
 sixteen feet or thereabouts and of the breadth of twenty feet or thereabouts  
 being along the backs of the houses in West Terrace and on  
 all and singular the messuages or dwellinghouses (twenty in number)  
 the yards gardens and appurtenances being numbered 1 to 14 both inclusive  
 from 8 to 23 both inclusive in Stewart Terrace Cubitt Town in the Isle  
 of Wight and also the piece of ground used as a Cow yard in the same  
 and the garden ground at the back of those houses and also all and  
 singular the messuages or dwellinghouses yards gardens and appurtenances from  
 15 to 23 both inclusive in Victoria Street Cubitt Town aforesaid and also  
 all and singular the ground and other estate and premises bounded by the trustees  
 will of the late William Mellish deceased to me by Indenture dated on  
 the twenty fifth July one thousand eight hundred and fifty nine and  
 described as "all that piece of land situate in the Isle of Dogs and  
 of All Saints Chapel in the County of Middlesex bounded on the North  
 irregular line by lands occupied by the said William Cubitt and by all  
 respectively and containing there in two dimensions three hundred and forty  
 feet bounded on the East by the River Thames and containing there one  
 hundred and eighty three feet bounded on the South East by a Road and  
 on the West by Victoria Street and containing there one hundred and  
 twenty feet and also that small piece of ground situate to the North of the  
 piece of land bounded on the West by Victoria Street and containing  
 thirty seven feet and bounded in a semicircle from North to South by  
 lands of the said William Cubitt and containing along such semicircular  
 forty four feet the greater part of which piece of ground (except the  
 semicircular piece) is let by agreement dated on or about the seventh  
 June one thousand eight hundred and sixty two to Joseph D'Aquila  
 also all and singular those leasehold messuages or dwellinghouses with  
 yards gardens and appurtenances thereto being Numbers 1 to 19 both inclu-  
 in Victoria Street and also all those the messuages or dwellinghouses  
 the yards gardens and appurtenances thereto being Numbers 1 to 15 both  
 in David Street and all those the messuages or dwellinghouses with  
 yards gardens and appurtenances thereto being Numbers 1 to 18 both inclu-  
 in Norfolk Terrace Manchester Road (being all the houses in each of the  
 streets) together with the <sup>piece of</sup> vacant ground in the centre enclosed by the same  
 and also the right of way to the said piece of ground all being situate in  
 Cubitt Town aforesaid and also all and singular the piece of ground and other  
 and premises at Cubitt Town aforesaid leased by me to Joseph D'Aquila  
 on by Indenture dated on or about the thirty first May one thousand  
 eight hundred and fifty nine at the rent of one hundred and twenty five pounds <sup>x</sup> for eighty two years  
 from Christmas one thousand eight hundred and  
 and also all and singular the messuages or dwellinghouses with the  
 yards gardens and appurtenances thereto being Numbers 1. 3. 5. 7. 9. 11. 13. 15. 17.  
 23. 25. 27 and 29 Cairn Street in Cubitt Town aforesaid and also all  
 singular the leasehold wharf and premises at Cubitt Town aforesaid  
 leased to Messrs Messer and others (herein described or called as The London  
 and Company) by lease dated on or about the twenty third June one thousand  
 eight hundred and sixty for a term of eighty two years from twenty fifth  
 of the month one thousand eight hundred and fifty nine at the rent of eighty six  
 pounds per annum and also all and singular the ground and other estate and  
 premises bounded to me by the trustees of the will of William Mellish deceased  
 on by Indenture dated on or about the twenty seventh July one thousand eight  
 hundred and fifty nine for a term of eighty three years from the twenty fifth  
 of December one thousand eight hundred and fifty three at a rent of ten shillings

x  
 from Christmas one thousand  
 eight hundred and



per annum and therein described as "All that piece of land situate in the Globe of Dogs and Parish of All Saints Poplar in the County of Middlesex bounded on the North West by land in the occupation of Messieurs Westwood and Baillie Campbell and Company and containing there four hundred and eighty nine feet seven inches bounded on the North East by land in the occupation of the National Guarantees and London Assurance Company and containing there three hundred and sixty seven feet bounded on the South East by land agreed to be devised to the said William Cubitt and containing there four hundred and ten feet six inches and bounded on the South West by Maudslayi Road and containing a three hundred and seventy one feet nine inches part of which is subleased a by me to Messieurs Rader and others by Indenture of the twenty third May one thousand eight hundred and sixty one for eighty one years from the twenty fifth December one thousand eight hundred and sixty at the rent of eighty six pounds and also all and singular the grounds and other estate premises or devised to me by the trustees of the will of the said William Mordaunt or devised by Indenture dated on or about the twenty ninth July one thousand eight hundred and fifty nine for a term of eighty three years from the twenty fifth December one thousand eight hundred and fifty eight at a rent of ten pence per annum and therein described as "All that piece of land situate in the Globe of Dogs and Parish of All Saints Poplar in the County of Middlesex bounded on the North East by land agreed to be devised to the said William Cubitt and containing there two hundred and sixty feet six inches bounded on the South East by other land on lease to the said William Cubitt and containing there three hundred and forty feet six inches bounded on the South West by other land to be devised to the said William Cubitt and containing there two hundred and sixty feet six inches and bounded on the North West by Maudslayi Road and containing there three hundred and forty feet six inches and also all that the triangular piece of ground at Cubitt Row aforesaid bounded on the North side by Church Street on the South East side by Maudslayi Road and on the West side by St. John's Street and all the windows and other erections built thereon on the South side of Church Street on the North West side of that part of Maudslayi Road and on the West side of the said piece of ground and which is part of the ground known as the "Twenty one plots" have and except out of the aforesaid bequest all and every sum and sums of money which shall or may be due or owing to me at my decease and be secured or charged upon the estate term or interest of any person or persons whatsoever to whom at the time of my decease I may have granted or agreed to grant any estate term or interest whatsoever in or out of the aforesaid premises or any of them or any part thereof all which sums of money are to form part of my residuary estate hereinafter bequeathed. To sell all and singular the grounds messuages or dwelling houses and other estate and premises hereinafore given or bequeathed as aforesaid have and except as last aforesaid together with all rights or advowsons members and appurtenances whatsoever thereto belonging or usually enjoyed therewith into my said son in law Sir Joseph Cliffe or his executors administrators and assigns absolutely for all my estate or term and interest therein respectively but subject nevertheless to the payment of all and every the principal sum and sums of money which shall be owing by me at my decease upon mortgage of or charged upon the said several properties and premises so bequeathed as aforesaid or any of them or any part thereof and also to the payment of all other incumbrances (except the arrears of interest on any debt) which at the time of my decease shall affect the said properties and premises or any part thereof all which said principal sum and sums of money and other incumbrances have and as last aforesaid I direct shall be payable and paid by the said Sir Joseph Cliffe in execution of my other estate and also subject to the payment and performance of all and singular the wits covenants and agreements to



where the same properties and premises may be respectively subject at any  
 estate and to be lawfully paid and performed in respect thereof and also  
 subject to all and every the undertakings and agreements and other liabilities  
 to which the same may be lawfully subject or liable provided always that in  
 case the said Sir Joseph Olliffe shall die in my lifetime then I give and  
 bequeath all and singular the ground messuages or dwellinghouses and  
 other property estates and premises herebefore given or bequeathed to him  
 as aforesaid with the appurtenances (but subject and charged as herebefore  
 mentioned) unto my daughter the said Anna Olliffe her executors adminis-  
 trators and assigns absolutely so as to substitute her for and in the place  
 of her deceased husband and so as to subject her in respect of the aforesaid  
 property estate and premises in the same way and to the same extent  
 as her said husband is before subjected to in respect thereof I give  
 devise and bequeath unto my son in law John Trumpany of St Albans  
 in the County of Hertford Esquire who is married to my daughter Anna  
 and to his said executor administrators and assigns respectively all and singular  
 my freehold estate property and appurtenances at Bedford still at or  
 near in the County of Shire and comprising the Mansion House and  
 outbuildings and ground including the premises originally purchased from  
 Mr: Hudson the land conveyed to me by my late brother Thomas and  
 the ground which formed the site of the workhouse and the ground taken  
 in from the Common and the reversionary interest dependent upon the  
 life of Mr: Nettis and generally all and singular the property estate appur-  
 tenances and premises belonging to me at Bedford still aforesaid and as  
 also all and singular the ground and other estate and premises at Cubitt  
 Town granted by me to Joseph D Aquilae Esquire by lease dated on  
 or about the twentieth of March one thousand eight hundred and fifty  
 five for a term of eighty nine years less two days from twenty fifth  
 December one thousand eight hundred and fifty two at the rent of five hun-  
 dred and twenty eight pounds per annum and also all and singular the  
 ground and other estate and premises at Cubitt Town aforesaid as  
 granted by me by lease dated on or about the twenty ninth September one  
 thousand eight hundred and fifty eight to Messieurs Westwood Bullie and  
 Campbell for a term of fifty nine years from twenty fourth June one thousand  
 eight hundred and fifty seven at a rent of eight hundred pounds per annum  
 and also all those messuages or dwellinghouses yards gardens and appurtenances  
 being numbers 13 to 41 both inclusive in Davis Terrace Cubitt Town aforesaid  
 and also all those messuages or dwellinghouses yards gardens and appurtenances  
 being numbers 1 to 23 both inclusive in Glougall Road Cubitt Town aforesaid  
 and also all those the messuages or dwellinghouses yards gardens and appurten-  
 ances and ground on the south East side of Marsfield Street Cubitt Town  
 aforesaid including the triangular piece of ground at the back of the gardens  
 of those houses and also all those the messuages or dwellinghouses with  
 the yards gardens and appurtenances thereto being numbers 2, 4, 6, 8 and 10 in  
 Laura Street Cubitt Town aforesaid and also all and singular the ground and  
 other estate and premises at Cubitt Town aforesaid granted by me to Messieurs  
 Duggan and Company by lease dated on or about the twentieth April one  
 thousand eight hundred and sixty three for sixty years from Lady Day one  
 thousand eight hundred and sixty three at a rent of five hundred and twenty five  
 pounds and also all that part of the piece of ground and premises at Cubitt  
 Town aforesaid granted to me by the trustees of the will of William  
 Atchley deceased by lease dated on or about the twenty ninth July one  
 thousand eight hundred and fifty nine (by the description following "all that  
 piece of land situate in the Isle of Dogs and Parishes of All Saints aforesaid in  
 the County of Middlesex bounded on the north west and north east by land  
 agreed to be granted to the said William Cubitt and containing there respectively  
 one hundred and seventy feet eight inches and two hundred and ninety feet

X  
 I may have subject  
 or agreed to subject  
 same properties and  
 any part thereof to  
 my estate or to



the same properties and premises may be respectively subject at my  
 will and to be performed in respect thereof and also  
 to all and every the incumbrances and encumbrances and other liabilities  
 which the same may be then subject or liable provided always that in respect  
 of the said Sir Joseph Gifford shall be in my lifetime. And I give and  
 make all and singular the ground messuages or dwellinghouses and  
 property estates and premises aforesaid given or bequeathed to my  
 executors with the appurtenances (but subject and charged as aforesaid  
 incumbrances) unto my daughter the said Anna Gifford her executors adminis-  
 trators and assigns absolutely so as to substitute her for and in the place  
 of the said Thomas and so as to subject her in respect of the afore-  
 said property estate and premises in the same way and to the same  
 extent as the said Thomas is before subjected to in respect thereof I give  
 and make unto my son in law John Trumpany of Stribonia, Merchant  
 of the City of London Esquire who is married to my daughter Anna and  
 her sole executor administrators and assigns respectively all and singular  
 my freehold estate property and hereditaments at Bedford still at  
 present in the County of Shire and comprising the Mansion House ca-  
 nals and grounds including the premises originally purchased from  
 the said Thomas the land conveyed to me by my late brother Thomas and  
 round which formed the site of the workhouse and the ground taken  
 from the Common and the reversionary interest dependent upon the  
 said Mrs. Gifford and generally all and singular the property estate heredi-  
 taments and premises belonging to me at Bedford still aforesaid. And as  
 to all and singular the ground and other estate and premises at Cubitt  
 Town granted by me to Joseph Aquilae Gammal by lease dated on  
 about the twentieth of March one thousand eight hundred and fifty  
 for a term of eighty nine years less two days from twenty fifth  
 number one thousand eight hundred and fifty two at the rent of five hun-  
 dred and thirty eight pounds per annum and also all and singular the  
 messuages and other estate and premises at Cubitt Town aforesaid  
 granted by me by lease dated on or about the twentieth month  
 of August one thousand eight hundred and fifty eight to Messieurs Westwood  
 Bullie and Co. for a term of fifty nine years from twenty fourth June one thousand  
 eight hundred and fifty seven at a rent of eight hundred pounds per annum  
 and also all those messuages or dwellinghouses yards gardens and appurtenances  
 numbers 13 to 41 both inclusive in Davis Terrace Cubitt Town aforesaid  
 and also all those messuages or dwellinghouses yards gardens and appurtenances  
 numbers 1 to 23 both inclusive in Stungall Road Cubitt Town aforesaid  
 and also all those the messuages or dwellinghouses yards gardens and appurten-  
 ances and grounds on the South East side of Marsfield Street Cubitt Town  
 aforesaid including the triangular piece of ground at the back of the gardens  
 numbers 1 to 23 both inclusive in Davis Terrace Cubitt Town aforesaid  
 and also all those the messuages or dwellinghouses yards gardens and appurtenances  
 numbers 2, 4, 6, 8 and 10 in  
 a Street Cubitt Town aforesaid and also all and singular the ground and  
 estate and premises at Cubitt Town aforesaid granted by me to Messieurs  
 Gammal and Company by lease dated on or about the twentieth April one  
 thousand eight hundred and sixty three for sixty years from Lady Day one  
 thousand eight hundred and sixty three at a rent of five hundred and twenty five  
 pounds and also all that part of the piece of ground and premises at Cubitt  
 Town aforesaid granted to me by the Trustees of the Will of William  
 Gifford by lease dated on or about the twentieth month of July one  
 thousand eight hundred and fifty nine (by the description following "all that  
 piece of land situate in the Isle of Dogs and Parishes of All Saints aforesaid in  
 the County of Middlesex bounded on the north west and north east by land  
 to be granted to the said William Gifford and containing there respectively  
 one hundred and seventy feet eight inches and two hundred and ninety feet

X  
 I may have subjected or charged  
 or agreed to subject or charge the  
 same properties and premises or  
 any part thereof previously to  
 my decease or to which



six inches and bounded on the east and south east by land in the occupation of  
 the late William Cubitt and the said and containing three acres and  
 two and forty one feet and seventy three feet bounded on the south west by the  
 other land agreed to be devised to the said William Cubitt and containing three  
 two hundred and sixty three feet and bounded on the north west and south  
 west by Manchester Road and containing in two divisions two hundred and  
 seventy seven feet nine inches and two hundred and eighty five feet) which is  
 south of the premises devised to Messieurs Dubgen and Company as afore-  
 said and also all that piece of ground at Cubitt Town (being part of the ground  
 known as "the twenty one piece") bounded on the south by Clarendon Street  
 and on the north side by an intended Street and containing on both sides res-  
 pectively from East to West about four hundred and sixty feet and bounded on  
 the East side by Manchester Road and on the West side by St. Andrew's Street  
 and containing on both sides respectively from north to south about three hun-  
 dred and fifty five feet and all houses and other erections built thereon and  
 also all the messuages or dwellinghouses with yards gardens and appurten-  
 ances being numbered from Number 1. to 9 both inclusive in Arthur Street  
 Gray's Inn Road in the County of Middlesex and under lease from Lord  
 Callaroy and also all and singular the messuages or dwellinghouses  
 with the yards gardens and appurtenances thereto being Numbers 23. 24.  
 and 25 in Frederick Street Gray's Inn Road aforesaid and also all and  
 singular the messuages or dwellinghouses with the yards gardens and  
 appurtenances thereto being Numbers 1. 2. and 3 in Clampton Street Gray's Inn  
 Road aforesaid and also all that the messuage or dwellinghouse with  
 the yards gardens and appurtenances thereto being No. 9 Callaroy Place  
 Gray's Inn Road aforesaid and also all that the messuage or dwelling-  
 house with the yards gardens and appurtenances thereto situate and being  
 on the South side of Woburn Buildings in the Parish of Saint Andrew in  
 the County of Middlesex being the first house eastward from Upper  
 Woburn Place save and except out of the devise and bequest last aforesaid  
 all and every sum and sums of money which shall or may be due or owing  
 to me at my decease and be paid or charged upon the estate term or inter-  
 est of any person or persons whatsoever to whom at the time of my decease  
 I may have granted or agreed to grant any estate term or interest whatsoever  
 in or out of the hereditaments and premises lastly devised or bequeathed or  
 any of them or any part thereof all which sum and sums of money are to  
 form part of my residuary estate (hereinafter bequeathed) To have all and  
 singular the Division house and other messuages or dwellinghouses ground  
 and other estate hereditaments and premises hereinbefore lastly given bequeathed  
 and bequeathed as aforesaid (but save and except as last aforesaid) together  
 with all rights easements incidents and appurtenances whatsoever thereto  
 belonging or usually enjoyed therewith into my said Son in Law the said  
 Joan Wimpsey and her executors administrators and assigns respectively  
 according to the different tenures thereof respectively for all my estate term  
 and interest respectively but subject nevertheless to the payment of all and  
 every the principal sum and sums of money which shall be owing by me  
 at my decease upon mortgage of or charged upon the said several heredita-  
 ments and premises so lastly devised and bequeathed as aforesaid or any  
 of them or any part thereof and also to the payment of all other incumbrances  
 (except the arrears of interest on any debt) which at the time of my decease  
 shall affect the same hereditaments and premises or any part thereof All  
 which said principal sum and sums of money and other incumbrances I  
 have as last aforesaid I do not shall be payable and paid by the said  
 Joan Wimpsey in satisfaction of my other estates and also subject to the  
 payment and performance of all and singular the rents covenants and agree-  
 ments to which the same hereditaments and premises may be respectively  
 subject at my decease and to be thereunto paid and performed in respect of



thereof and also subject to all and every tax impositions and agreements and other liabilities to which I may have subjected or charged or agreed to subject or charge the same accreditments and premises or any part thereof at my or someone or to which the same may be then subject or liable provided always that in case the said John Stumpson shall die in my lifetime then I give service and acquittance all and singular the said manor houses and other messuages or dwellinghouses grounds accreditments and premises accreditments services and acquittances to him as aforesaid with the appurtenances but subject and charged as accreditments mentioned into my daughter the said Anna Stumpson her heirs executors administrators and assigns absolutely so as to substitute her for and in the place of her servants Andrews and so as to subject her in respect of the same accreditments and premises in the same way and to the same extent as her said Andrews is before subjected to in respect thereof I give service and acquittance unto my son in law William Henry Stumpson of Somers Place Street East in the County of Middlesex Esquire Executor at Law who is married to my daughter Maria and to his said executors administrators and assigns respectively all and singular my freehold house grounds accreditments and premises whether in fee or in life, called Lenton Lodge near Chiswick in the County of Middlesex which I now dwell or now in my occupation together with all the furniture jewels plate linen china glass pictures prints paintings and books with the harnesses and other accreditments belonging thereto together with the live and dead stock of every description and the householding stores and provisions wines and liquors fuel utensils and household effects which at the time of my decease shall be in or about my said house and grounds or used by me in connection therewith, but not including any money or securities for money or any other property of the like description or any money that I may have at my Country Bankers at the time of my decease and also all and singular the lands and premises at Cubitt Town aforesaid granted by me to Mr. Thomas Woodcock of the County of Middlesex by lease dated on or about the twentieth day of November one thousand eight hundred and fifty nine for ninety years from twenty ninth September one thousand eight hundred and fifty nine at the ultimate rent of four hundred and fifty pounds and also all and singular the wharf grounds and premises at Cubitt Town aforesaid granted by me to Arthur Mills by Indenture dated on or about the thirty first day of December one thousand eight hundred and fifty one for ninety years from the twenty fourth June one thousand eight hundred and fifty one at the rent of ninety pounds and also all and singular the wharf grounds and premises adjoining granted by me to the National Fireworks Manufactory Company by Indenture dated on or about the seventeenth August one thousand eight hundred and fifty eight for ninety four years from twenty fifth December one thousand eight hundred and fifty seven at the rent of one hundred and twenty eight pounds ten shillings and also all and singular the wharf grounds and premises at Cubitt Town aforesaid granted by me to Michael Daws by lease dated on or about the twenty eighth February one thousand eight hundred and fifty four for ninety nine years from twenty fifth December one thousand eight hundred and fifty two at the rent of fifty one pounds for annum and also all and singular the wharf grounds and premises at Cubitt Town aforesaid granted by me to the said Michael Daws by lease dated on or about the twentieth October one thousand eight hundred and fifty eight for ninety three years from twenty ninth September one thousand eight hundred and fifty eight at the rent of fifty six pounds five shillings for annum and also all that piece of ground at Cubitt Town aforesaid bounded on the front or north west side by Manchester Road and as well at the rear or south east as at the south west side thereof by ground assigned to the Ecclesiastical Commissioners of England and on the north east side thereof by a newly formed Street leading from Manchester Road



to Wharf Road and containing as well on the front as in the rear about one hundred and forty two feet and on the two sides thereof about sixty two feet and also the piece of ground adjoining the said ground of the Individual Commissioners on the South east side about to be leased to Mr. W. Simpson at the rent of thirty two pounds per annum and also all that piece of leasehold ground together with the erections and buildings thereon at Cubitt Town aforesaid bounded by the trustees of the will of William Mellish deceased to me by lease dated on or about the twenty fifth July one thousand eight hundred and fifty nine by the description of "All that piece of land situate in the Isle of Dogs and Parishes of All Saints Poplar in the County of Middlesex bounded on the north west by land agreed to be bounded to the said William Cubitt and containing there seven hundred and seven feet six inches bounded on the East by Mincing Lane and containing there two hundred and thirty six feet six inches bounded on the South east by other land agreed to be bounded to the said William Cubitt and containing <sup>there</sup> four hundred and ninety three feet three inches and bounded on the South west by Gungall Row and containing there two hundred and twenty two feet six inches" And also all and singular the leaseholds messuages or dwelling houses with the yards gardens and appurtenances thereto being numbers 31. 33. 35. 37. 39. 34. 36. 38. 40. 42. 41. 43. 44. 45 and 46. in Church Street Cubitt Town aforesaid and also all and singular the wharf grounds and premises at Cubitt Town aforesaid bounded by the Trustees of the will of William Mellish deceased to me by lease dated on or about the twenty ninth July one thousand eight hundred and fifty nine by the description of "All that piece of land situate in the Isle of Dogs and Parishes of All Saints Poplar in the County of Middlesex part of the Estate of the said William Mellish deceased and bounded on the north by land and premises in the occupation of Michael Pass and containing there three hundred and forty six feet bounded on the East by the River Thames and containing there one hundred and twenty two feet bounded on the South and South west by land on lease to the said William Cubitt and containing there in two lines two hundred and fifty four feet and one hundred and eight feet four inches and bounded on the West by other land on lease to the said William Cubitt and containing there one hundred and eighty eight feet" And also all and singular the ground and premises in dwelling houses and buildings thereon with the yards gardens and appurtenances thereto situate and being at Cubitt Town aforesaid bounded by the Trustees of the will of William Mellish deceased to me by lease dated on or about the thirtieth July one thousand eight hundred and fifty nine and therein described as "All that piece of land situate in the Isle of Dogs and Parishes of All Saints Poplar in the County of Middlesex bounded on part of the north by walls and houses in Mincing Lane Road and containing there two hundred and forty nine feet two inches then turning north and containing there sixty seven feet then turning East along Mincing Lane Road and containing two hundred and sixty four feet bounded on the East by a Rowan Street and containing there two hundred and eighteen feet three inches bounded on the South by Wharf Road and containing to the \_\_\_\_\_ Builders premises three hundred and forty seven feet nine inches then turning north and containing there sixty feet then turning West and containing there forty feet then turning South and containing there sixty feet then turning West along Wharf Road and containing there one hundred and forty nine feet ten inches and bounded on the West by walls of houses in Fore Street and containing there one hundred and seventy feet" And also all and singular that piece of ground at Cubitt Town aforesaid being part of the ground known as the "Treaty Lane Site" bounded on the South west by an intended Street being the next Street Northwards from and parallel to Church Street on the North East by another intended Street next Northwards and parallel to the last mentioned intended Street on the South West by Mincing Lane Street



and on the South East by Worcester Road and containing as well on the South West as on the North East sides thereof about four hundred and sixty feet and on the North West and South East sides about four hundred feet (part and in excess) out of the residue and bequest last aforesaid all and every sum and sums of money which shall or may be due or owing to me at my decease and be bonds or charged upon the estate term or interest of any person or persons whatsoever to whom at the time of my decease I may have granted or agreed to grant any estate term or interest whatsoever in or out of the territories and premises lastly bequeathed or bequeathed or any of them or any part thereof all which sum and sums of money are to form part of my residuary estate hereinafter bequeathed) To hold all and singular the messuages or dwellinghouses ground and other estate hereditaments and premises hereinbefore lastly given bequeathed and bequeathed as aforesaid (but save and except as last aforesaid) together with all rights advowsons tithes and appurtenances thereto belonging or usually enjoyed therewith unto my son John in law the son William Henry Drumpary his heirs executors administrators and assigns respectively according to the different tenures thereof respectively for all my estate term and interest therein respectively but subject nevertheless to the payment of all and every the principal sum and sums of money which shall be owing by me at my decease upon mortgage of or charged upon the several hereditaments and premises so lastly bequeathed and bequeathed as aforesaid or any of them or any part thereof and also to the payment of all other incumbrances except the arrears of interest on any debt which at the time of my decease shall affect the same hereditaments and premises or any part thereof and which same principal sum and sums of money and other incumbrances or arrears as last aforesaid I first shall be payable and paid by the said William Henry Drumpary in satisfaction of my other estates and also subject to the payment and performance of all and singular the rent covenants and agreements to which the same hereditaments and premises may be respectively subject at my decease and to be lawfully paid and performed in respect thereof and also subject to all and every tax impositions and agreements and other liabilities to which I may have subjected or charged or agreed to subject or charge the same hereditaments and premises or any part thereof at my decease or to which the same may be then subject or liable provided always that in case the said William Henry Drumpary shall die in my lifetime then I give devise and bequeath all and singular the messuages or dwellinghouses ground and other hereditaments and premises hereinbefore bequeathed and bequeathed to him as aforesaid with the appurtenances but subject and charged as hereinbefore mentioned unto my daughter the said Maria Drumpary her heirs executors administrators and assigns absolutely so as to substitute her for and in place of her bequest and also so as to subject her in respect of the same hereditaments and premises in the same way as and to the same extent as her said husband is hereinbefore subjected to in respect thereof I give and bequeath unto the said Mrs Josepha Cliffe Joan Drumpary and William Henry Drumpary their executors administrators and assigns all and singular the messuages ground and premises at Ebbitt Town aforesaid devised by me to Matthew Permaris and their Directors of The Asphaltic De Geydell Company by lease dated on or about the thirtieth day of June one thousand eight hundred and sixty two for the term of sixty years from the twenty fourth day of June one thousand eight hundred and sixty one at the rate of two hundred and thirty pounds per annum and also all and singular the messuages ground and premises adjoining the last mentioned premises devised by me to J. Adpworth by lease dated on or about the seventeenth August one thousand eight hundred and sixty for sixty years from the twenty fifth and December one thousand eight hundred and fifty eight at the rate of two hundred and twenty five pounds per annum and also all and singular the messuages ground and premises at Ebbitt Town aforesaid devised by me to James in



And by lease dated on or about the fifteenth April one thousand eight hundred  
 and sixty three for sixty years from twenty fourth June one thousand eight  
 hundred and sixty three at the rent of three hundred and seventy pounds per  
 annum and also all and singular the wharf grounds and premises at Cubitt  
 Town aforesaid bounded by me to Messieurs William Dunning and others by  
 lease dated on or about the twentieth December one thousand eight hundred and  
 fifty nine for a term of eighty three years from twenty fifth December one  
 thousand eight hundred and fifty eight at the rent of one thousand one hun-  
 dred and twenty pounds and also all and singular the wharf grounds and pre-  
 mises at Cubitt Town aforesaid bounded by me to Mr. William Henry Adams  
 by lease dated on or about the sixteenth April one thousand eight hundred and  
 fifty eight for sixty years from twenty ninth September one thousand  
 eight hundred and fifty five at a rent of one hundred and thirty seven pounds  
 ten shillings per annum together with a piece of ground extending from  
 the rear thereof to wharf Road lot to Mr. J. Mason by agreement of  
 the first August one thousand eight hundred and sixty three and also all  
 and singular the wharf grounds and premises at Cubitt Town aforesaid were  
 bounded by me to Messieurs Graham D'Almeida and Armstrong by lease  
 dated on or about the twenty eighth October one thousand eight hundred and  
 fifty seven for sixty years from the twenty fifth March one thousand eight  
 hundred and fifty seven at the rent of three hundred and ninety four pounds  
 per annum and also all and singular the wharf grounds and buildings and premises  
 at Cubitt Town aforesaid bounded by me to Messieurs William Dunning and  
 others by lease dated on or about the twentieth April one thousand eight hun-  
 dred and sixty two for eighty years from the twenty fifth December one  
 thousand eight hundred and sixty one at the rent of thirty five pounds per  
 annum and also all and singular the wharf grounds and premises at Cubitt  
 Town aforesaid bounded by me to Mr. C. A. Armani by lease  
 dated on or about the fourth May one thousand eight hundred and fifty nine  
 for fifty years from the twenty ninth September one thousand eight hundred  
 and fifty eight at the rent of ninety four pounds ten shillings per annum and  
 also all and singular the wharf grounds and premises at Cubitt Town aforesaid  
 paid in the occupation of Messieurs Siddell as yearly tenants and also all  
 and singular the wharf grounds and premises at Cubitt Town aforesaid were  
 bounded by me to William Simpson by lease dated on or about the twenty  
 seventh August one thousand eight hundred and sixty three for sixty years  
 from the twenty fourth June one thousand eight hundred and sixty three  
 at the rent of two hundred and forty pounds and also all and singular the  
 messuages or dwellinghouses with the yards gardens and appurtenances on  
 the north being numbers 12, 14, 16, 18, 20, 22, 24, 26, 28, 30 and 32 in Church Street  
 Cubitt Town aforesaid and also all and singular the grounds at Cubitt  
 Town aforesaid with the erections and buildings thereon bounded to me by the  
 Trustees of the will of William Nicholls created by lease dated on or about  
 the twenty fifth July one thousand eight hundred and fifty nine and therein  
 described as "All that piece of land situate in the Isle of Dogs and Parish of  
 All Saints Poplar in the County of Middlesex bounded on the north in  
 an irregular line by land of Mr. Stratton bounded and containing there  
 one thousand one hundred and one feet bounded on the East by Manchester at  
 Road and containing there one hundred and twenty one feet bounded on the  
 South East by land occupied by the said William Cubitt and containing one  
 thousand seven hundred and seven feet six inches bounded on the South West by  
 Elmgall Road and containing there four hundred and fifty two feet and was  
 bounded on the West by Henry Road and containing there fifty nine feet  
 except that part of the said ground which was bounded to the Trustees of  
 the will of the late William Stratton created in exchange for another piece  
 of land adjoining the land bounded by the last mentioned lease and also the  
 said piece of land so taken in exchange from the said Trustees and also all



that irregularly shaped piece of ground at Cubitt Town aforesaid the South or Western boundary of which is intended to be a new Street connecting Ottumwater Road with Stephendale Street and is bounded on the North West by Stephendale a Street and by Ottumwater Road on the North East and South East sides being the remainder of the ground bequeathed to me by the Trustees of the Will of the late William Otalida and known as the "Twenty Acre Piece" after the bequests of the other parts thereof contained in the last preceding bequests, have and except out of the bequest last aforesaid all and every sum and sums of money which shall or may be due or owing to me at my decease and be paid or charged upon the real estate term or interest of any person or persons whatsoever to whom at the time of my decease I may have granted or agreed to grant any estate term or interest whatsoever in or out of the premises last aforesaid or any of them or any part thereof all which sums of money are to form part of my residuary estate hereinafter bequeathed To sell all and singular the ground messuages or dwellinghouses and other estate and premises hereinafter lastly given or bequeathed as aforesaid (but have and except as last aforesaid) together with all rights easements members and appurtenances whatsoever thereto belonging or usually enjoyed therewith into the said Sir Joseph Olliffe John Shumpsey and William Henry Shumpsey or their executors administrators and assigns for all my estate terms and interests therein respectively but nevertheless upon the trusts and to and for the ends or intents and purposes hereinafter expressed and declared concerning the same and subject to the payment of all and every the principal sum and sums of money which shall be owing by me at my decease upon mortgage of or charged upon the said property and premises so bequeathed as last aforesaid or any of them or any part thereof and also to the payment of all other incumbrances (except the arrears of interest on any debt) which at the time of my decease shall affect the same property and premises or any part thereof all which same principal sum and sums of money and other incumbrances (save as last aforesaid) I first shall be paid and paid out of or charged upon the said property and premises hereinafter lastly bequeathed in execution of my other estates and also subject to the payment and performance of all and singular the rents covenants and agreements to which the same property and premises may be respectively subject at my decease and to be respectively paid and performed in respect thereof and also subject to all and every the incumbrances and agreements and other liabilities to which I may have subjected or charged or agreed to subject or charge the same property and premises or any part thereof previously to my decease or to which the same may be then subject or liable and in case any property bequeathed or bequeathed to two or more different persons shall be subject to one and the same mortgage or charge rent covenant or incumbrance then such mortgage charge rent covenant or incumbrance shall be apportioned or divided rateably and in proportion to the value of the different parts of the property subject thereto and so given or bequeathed to different persons as last aforesaid provided always and I do hereby will and declare that they the said Sir Joseph Olliffe John Shumpsey and William Henry Shumpsey and the survivors and survivor of them and the executors or administrators of such survivor and their or his assigns or other the trustees or trustee for the time being of this my Will shall and do stand and be well possessed of and interested in all and singular the ground messuages or dwellinghouses and other property estate and effects lastly hereinafter bequeathed to me the said Sir Joseph Olliffe John Shumpsey and William Henry Shumpsey their executors administrators and assigns as trustees as aforesaid upon and for the trusts intents and purposes and with power and subject to the powers provided and declarations hereinafter declared concerning the same (that is to say) In trust in the first place out of the annual income thereof to pay and discharge all rents taxes and other outgoings and incumbrances affecting the said trust premises or any part thereof and subject to and from and after such payment and discharge of the trust from time to time until my daughter Rosa Cubitt shall marry or depart this life whichever shall first



happen to pay the income of the same trust premises as and when the same shall arrive unto my said Son in law William Henry Stumpson and my said daughter Maria his Wife and the survivor of them if and so long as they or the survivor shall accept and retain the care and charge of my said daughter Rosa and shall perform the following terms and conditions (that is to say) shall dwell in the same house with her and provide her with food clothing attendance medical advice and assistance reasonable carriage ~~to and~~ and range of air when necessary and all other necessities comforts and all reasonable recreation and amusements in a sufficient proper and liberal manner having regard to her station in life and infirmity and to the amount of income by this my Will allowed to the said William Henry Stumpson and Maria his Wife or the survivor of them for their life or her care and trouble and expediture in or about the premises But in case the said ~~my~~ William Henry Stumpson and Maria his Wife shall both depart this life during the lifetime of my said daughter Rosa and before she shall have married or if they the said William Henry Stumpson and Maria his Wife or the survivor of them shall fail or decline to accept or retain such care and charge or to comply with the aforesaid terms and conditions then upon trust during such part of the natural life of my said daughter Rosa as she shall be and continue unmarried to pay the income of the same trust premises as and when the same shall arrive unto my said daughter Laura Cliffe if and so long as she shall accept and retain such care of my said daughter Rosa and comply with such terms and conditions as aforesaid But in case my said daughter Laura shall depart this life during the lifetime of my said daughter Rosa and before she shall have married or in case during such last mentioned period my said daughter or Laura shall fail or decline to accept or retain such care and charge or to comply with such terms and conditions aforesaid then upon trust during so much of the remainder of the natural life of my said daughter Rosa as she shall continue unmarried to pay the income of the same trust premises as and when the same shall arrive unto my said daughter Emma Stumpson if and so long as she shall accept and retain such care of my said daughter Rosa and comply with such terms and conditions as aforesaid And I declare that the income payable in respect of the said trust premises to such one of my said daughters Laura Cliffe and Emma Stumpson as may for the time being have the charge and care of my said daughter Rosa shall be paid to and enjoyed by her for her sole separate and inalienable use and benefit free from the control debts and engagements of any husband and free from and without any power of alienating anticipating or inumbering the same or any part thereof and that in case either of my said daughters Laura Cliffe and Emma Stumpson shall so alienate charge anticipate or inumber such income or any part thereof then and immediately thereupon and at all times thereafter such daughter shall be deprived of the care and charge of my said daughter Rosa and the income of the said trust premises shall be ~~thereof~~ paid and applied as if the daughter so alienating charging anticipating or inumbering were dead or had failed or declined to accept or retain such care and charge of my said daughter Rosa And I declare that in the receipt and receipts of the persons or person to whom the income of the said trust premises shall be payable under the trusts aforesaid shall at all times be a sufficient discharge and good and sufficient discharges for the same after the same shall have actually become due and that the trustees or trustee for the time being of my Will shall not be bound nor entitled to enquire into the application thereof or any part thereof further than to see that the terms and conditions binding the persons or person for the time being in the receipt thereof are fairly and properly complied with It being my intention that the income of the said trust premises shall be paid to the persons or person aforesaid for their life or her own use and benefit free from all liability to account for the



same or any part thereof shall be deemed to be such that the person or persons receiving such income for the time being shall be liable to taxation and that all such terms and conditions hereinafter contained for the benefit of my said daughter Rosa and that the performance of such terms and conditions shall be in the nature of a trust and enforceable accordingly in a Court of Equity but not by my trustees or trustee for the time being of their or his own authority and further that in case the care and charge of my said daughter Rosa shall be inheritance or disinheritance or cease to be retained by any such person or person as aforesaid in the interim between any such yearly quarterly or other days of payment of income there and in every such case of proper appointment of such income shall be paid to such person or persons in respect of the number of days during which they are or are not such care and charge during such interim and I do hereby further will and direct that after the decease of the survivor of them the said William Henry Drumpey and a Maria his wife and of my said daughter Louisa Gilffe and Emma Drumpey or when and so soon and as often as now of such persons shall accept and retain such care and charge of my said daughter Rosa and comply with a such terms and conditions as aforesaid then and in such case I direct my trustees or trustee for the time being in respect of my said daughter Rosa shall be alive and shall not have married from time to time and at all times thereafter until my said daughter Rosa shall marry or separate this life whatever event shall first happen to pay and apply all or any part of the income of the said trust premises in or towards the maintenance or otherwise for the benefit of my said daughter Rosa in such way and manner as hereby the said trustees or trustee shall in their or his absolute and uncontrolled discretion think fit and the unapplied yearly interest (if any) shall be accumulated so far as the law will allow and the accumulations be added to the capital producing the same and follow the destination thereof but so that the surplus or savings of such income in any one year may be applied in or towards such main purpose in the next or any subsequent year provided always and I do hereby further declare that if my said daughter Rosa shall at any time attempt to alienate anticipate or inure the interest or benefit to which she is entitled or which is intended to be secured for her under the provisions aforesaid my trustees or trustee for the time being shall during such part of the continuance of the natural life of my said daughter Rosa as she shall remain a spinster and unmarried pay and apply the income of the said trust premises into such person or persons as they or he or the majority in number of them if more than one in their or his absolute discretion by writing as under their or his hands or seals (but reserving thereby a power of reversion and new appointment from time to time and at any time thereafter for the like purpose to the trustees or trustee for the time being of my will or to the majority in number of them if more than one) shall from time to time appoint for the absolute use and benefit of such appointee or appointees shall take and retain the care and charge of my said daughter Rosa and make such provision for her as is aforesaid required of the person or persons in taking such care and charge or retaining such income aforesaid and I do hereby further declare that upon the decease of my said daughter Rosa in case she shall be without having been married the trustees or trustee for the time being of my will shall stand and be possessed of all and singular the said trust property and premises and all accumulations thereof at any date and all future income thereof upon trust for and for the absolute benefit of a trust of my daughter Louisa Gilffe Emma Drumpey and Maria Drumpey as shall be living at the time of the death of my said daughter Rosa and the legal personal representative or representatives of each of them as shall have been in the lifetime of my said daughter Rosa as equal shares and proportions but in case my said daughter Rosa shall marry to my wife and a



expectation at any time contingent marriage. Then my said trustees shall from  
 and immediately after the marriage of my said daughter Rosa stand possessed  
 of all and singular the said trust property and premises and all accumulations &  
 thereto if any and all future income thereof upon trust for me for the absolute  
 benefit of my said person or persons as at the time of the marriage of my said  
 daughter would have been entitled thereto according to the trust described  
 contained in said late said will immediately before my said marriage intertest and  
 in the like shares and proportions as aforesaid and as to and concerning all the  
 residue and remainder of my estate and effects both real and personal (including  
 all sums of money due to me for advances to children and others and sums  
 on their respective estates rights or interests in or out of any part of my pro-  
 perty) I give devise and bequeath the same unto the said Sir Joseph Aliff-  
 son Stumpfen and William Henry Stumpfen their heirs executors adminis-  
 trators and assigns respectively according to the tenors thereof upon and  
 for the trusts and purposes following that is to say upon trust to sell my  
 residuary real estate together or in parcels by public auction or private con-  
 tract with power to make any special provisions as to title or evidence of  
 title or otherwise and with power to buy in the premises at any public sale  
 or to receive either on terms or gratuitously any contingent and to receive and  
 without being answerable for any loss and to receive and get in my resi-  
 duary personal estate and to stand possessed of the monies to arise from  
 my said residuary real and personal estate upon the trusts following (that is  
 to say) upon trust in the first place to invest so much thereof in Government  
 or real securities or Railway Preference Shares or Debentures in the names  
 of my trustees or trustee as will raise or produce the two several annuities  
 hereinafter mentioned or direct one annuity or their yearly sum of one  
 hundred and thirty pounds (free from legacy duty and all other charges except  
 property tax) and one other annuity or their yearly sum of thirty five pounds  
 (free from legacy duty and other charges <sup>except</sup> as aforesaid) and I direct my trustees  
 to pay the said annuity of one hundred and thirty pounds to my sister  
 in law Sarah Sarah half yearly during the term of her natural life for  
 her own sole separate and inalienable use and benefit free from the control  
 of any husband and so as that she shall not be able to charge anticipate  
 or diminish the same and that her receipt alone after the half yearly pay-  
 ments shall have become due shall alone be good discharge to my trustees  
 and I direct my trustees to pay the said annuity of thirty five pounds to  
 my Cousin John Wright half yearly during his life in the same manner as  
 far as may be applicable thereto as above mentioned with regard to the  
 annuity of the said Sarah Sarah and I direct that the first half yearly  
 payment of each of the said annuities shall be made at the end of one  
 calendar month next after my decease and shall continue to be paid half  
 yearly during the respective lives of the said annuitants and that in the  
 meantime and until a sufficient part of my residuary estate shall be  
 invested as aforesaid the said annuities shall be paid out of my residuary  
 estate and upon the death of the said annuitants respectively the invest-  
 ments made for discharging the said annuities shall divide into and  
 form a part of my residuary estate and be payable accordingly and upon a  
 further trust that my trustees or trustee shall and do with and out of the  
 monies to arise from any residuary real and personal estate use employ  
 and expend so much and such a sum or sums of money as they or he in  
 their or his discretion shall think proper in or for making all necessary  
 roads streets and sewers in over or upon the aforesaid piece of ground in  
 called "The City and Five" at Cubitt Town aforesaid and in paving the  
 streets made or to be made thereon according to the plan already laid down  
 and partly carried out by me and for all or any of my said purposes I authorize  
 and empower my trustees or trustee to enter into contracts with any person  
 or persons for the purpose of making such roads streets and sewers or



any of them or for any other of the purposes aforesaid and from and  
 after such investments and such use employment and expenditure as afore-  
 said I direct my trustees or trustee for the time being to stand possessed of  
 and interested in the clear surplus or remainder of my real and personal  
 estates and the proceeds thereof and also of the investments which  
 may have been made for the purposes of the said annuities or either of a  
 them as aforesaid from and after the death of the respective Annuitants  
 above and for the trusts and purposes following that is to say as to one  
 equal fourth part thereof I do trust for and for the absolute benefit of the  
 said Sir Joseph Eliffe in case he shall survive me but if he shall  
 die in my lifetime then I do trust for and for the absolute benefit of the said  
 Laura Eliffe his wife as to one other equal fourth part thereof I do trust for  
 and for the absolute benefit of the said John Stumpacy in case he shall  
 survive me but if he shall die in my lifetime then I do trust for and for  
 the absolute benefit of the said Emma Stumpacy his wife and as to one  
 other equal fourth part thereof I do trust for and for the absolute benefit of the  
 said William Henry Stumpacy in case he shall survive me but if he shall  
 die in my lifetime then I do trust for and for the absolute benefit of the  
 said Maria Stumpacy his wife and as to the other or remaining fourth part  
 of my said real and personal estate or the proceeds thereof including  
 the investments for the purposes of the said annuities after the same respec-  
 tively shall have been determined, I direct my trustees or trustee for the time being  
 (subject and without prejudice to the trusts powers or directions hereinafter  
 contained for the appropriation or employment thereof or any part thereof in  
 making roads streets buildings and other improvements as hereinafter men-  
 tioned) to lay out and invest the said last mentioned fourth part or the pro-  
 ceeds thereof in their or his names or name in or upon any of the public  
 stocks funds or securities (being Government securities) or on the security of  
 freeholds copyholds or leaseholds lands or tenements (such leaseholds being a  
 lease for not less than an unexpired term or terms of sixty years) or in the  
 purchase of any shares in any Railway either wholly in England or Wales  
 or partly in England or Wales and partly in Scotland which shall have  
 received the sanction of Parliament although all such shares may not have  
 been fully paid up with liberty for the said trustee or trustee at their or his  
 discretion to buy or transport all or any of the investments from time to time  
 for any other investment or investments of the description aforesaid and in  
 case any such investments shall consist of shares not fully paid up and in  
 any calls shall be made in respect thereof it shall be lawful for the trustee  
 or trustee to raise and pay such calls out of the capital of any part of the  
 said last mentioned fourth part or the proceeds thereof and I direct my a-  
 trustee or trustee for the time being to stand possessed of and interested in  
 the said fourth part so received and bequeathed I do trust as aforesaid of a  
 and in my real and personal estates and the proceeds thereof and  
 also of the like fourth part of and in the funds or securities so set apart to  
 answer the said annuities when and as the same annuities respectively shall  
 cease and the dividends interest and annual income thereof (subject to the trusts  
 and powers for appropriation and employment thereof as after mentioned) upon  
 and for such and the same trusts and intents and purposes and with power  
 and subject to such and the same powers provisions and declarations and  
 in such way and manner in all respects as are herein declared of and con-  
 cerning the ground messuages or dwellinghouses and other property and pre-  
 mises hereinafter given and bequeathed unto the said Sir Joseph Eliffe  
 John Stumpacy and William Henry Stumpacy their executors adminis-  
 trators and assigns as trustees as aforesaid) and of and concerning the annual  
 income thereof So that and without that the said last mentioned fourth  
 part or fourth parts and the income thereof shall and may (subject as afore-  
 said) be regarded as part of the premises so bequeathed to the said a-



trustees as last aforesaid and go and devolve in the same manner and  
 to the same person or persons aforesaid always and I do hereby will  
 and direct that my said trustees or trustee shall and may employ expend  
 and appropriate such part and parts of the fourth part or fourth parts as  
 bequeathed in trust as last aforesaid of and in my ordinary estates and the  
 proceeds thereof as they or he shall in their or his discretion think proper  
 or necessary in or for the making of all necessary roads streets ways and  
 sewers and in or for erecting and building houses and other buildings on  
 any part or parts of the ground or premises aforesaid bequeathed in trust  
 as aforesaid and where may be by them or him seems suitable for building  
 or in such way and manner as my said trustees or trustee may from time  
 to time think proper and for all or any of the purposes aforesaid I authorize  
 and empower my trustees or trustee for the time being to enter into any  
 contract or contracts they may deem advisable with any person or persons  
 whatsoever for making or completing any such roads ways streets and  
 sewers and for erecting and building any such houses and buildings as  
 aforesaid and to make advances of money or otherwise out of the said  
 trust premises or any part thereof to assist any such person or persons in  
 or about the premises but all such advances shall be secured at interest  
 as my trustees or trustee shall think proper and shall form part of the  
 said trust premises and be applied as part thereof and I also empower my  
 trustees or trustee generally to enter into all necessary arrangements and  
 agreements with reference to the premises in a similar manner to that which  
 I have seen accustomed to do at Eubitt Town aforesaid or otherwise as my  
 trustees or trustee for the time being shall think proper for all or any of  
 the purposes I give to my trustees and trustee for the time being the  
 largest discretionary powers so that they and he may act as if they or he  
 were or was the absolute and uncontrolled owners and owner of all and in  
 singular the ground premises share of residue and other property so bequeathed  
 to my said trustees in trust as aforesaid provided also and I do hereby  
 declare that it shall be lawful for my trustees or trustee for the time  
 being at their or his absolute and uncontrolled discretion during such part  
 of the lifetime of my said daughter Rosa as she shall continue a spinster  
 and unmarried to lease and lease all or any part of the ground mes-  
 suages and other premises so bequeathed to my said trustees upon trust  
 as aforesaid from year to year or for any term or terms of years in her  
 possession from the making of the lease which shall be less than the number  
 of years for which the said premises so leased shall be holden either at  
 rent rent without any premium or at a smaller rent with a premium and  
 that all and every the premiums or premium to be so taken shall be  
 added to and form part of such last mentioned fourth part of residue and be  
 sold upon the same trusts including trusts for investment and change of  
 investment as are aforesaid before concerning such fourth part and  
 also that it shall be lawful for my trustees or trustee to make any lease or  
 leases of the same trust premises so bequeathed upon trusts as aforesaid  
 by way of exchange with any person or persons whatsoever in lieu or  
 and in consideration of any lease or leases of any <sup>other</sup> property so bequeathed  
 to my said trustees or trustee upon the trusts and for the purposes  
 aforesaid and I authorize and empower my trustees or trustee for the  
 time being to sell and dispose of all or any part of the ground messuages  
 or dwellinghouses and premises so bequeathed to my said trustees in  
 trust as aforesaid by public or private sale together or in lots with power  
 to make any special or other conditions of sale as to title or evidence of  
 title or otherwise and to buy in the premises at any sale by public auction  
 and to receive either on terms or gratuitously any contract and to resell or  
 without being answerable for any loss and to stand possessed of the net  
 proceeds of every or any such sale or sales upon and for such and the



same trusts and with and under and subject to such powers provided in  
 declarations and agreements and in such manner in all respects including a  
 trusts for investment and raising of investment as are herein declared of and  
 concerning the one fourth part accretions bequeathed to my trustees or a  
 trust as aforesaid of and in my residuary estate I declare that my trustees  
 or trustee for the time being shall and may from time to time and at all  
 times during such part of the life of my said daughter Flora as she shall  
 continue a spinster and unmarried at her or his absolute discretion lay out  
 and invest any part of the trust monies stocks funds or securities taken or  
 vested in them or in or on trust as aforesaid in the purchase of any estates  
 in England or Wales of freehold or copyhold tenure or lands for a term or  
 terms of years of years or years at least shall be taken unexpired and  
 the property do to be purchased shall be conveyed assigned or assured unto  
 my trustees or trustee for the time being and their or his heirs executors or  
 administrators and assigns respectively according to the tenor thereof but  
 nevertheless upon and for such trusts intents and purposes and with all  
 power and subject to such powers and provisions as will best and nearest  
 correspond (considering the different tenures of the property with the trusts or  
 intents and purposes powers and provisions (including powers of leasing or  
 sale and otherwise) as are herein declared concerning the ground messuages  
 or dwellinghouses and other premises so bequeathed to my trustees in trust  
 as aforesaid and so that all the freehold and copyhold estates to be so  
 purchased shall in equity be considered as personal estate and devolve  
 accordingly and I further declare that all and every such freehold copyhold  
 and leasehold estates to be so purchased as aforesaid shall and may be  
 again sold and disposed of by my trustees or trustee for the time being as  
 and in manner aforesaid and that the proceeds thereof shall be held paid  
 and applied upon and for such and the same trusts intents and purposes and  
 powers and provisions as the monies with which the same estates respectively  
 shall have been purchased or the investments thereof would have been  
 subject or liable if no purchase had been made provided always that it  
 shall be lawful for my trustees to sell any part of my residuary personal  
 estate for money or upon rent and to accept such personal or other security  
 and to give time for payment of the same money or of any other money  
 which shall be owing to me at my decease as they in their discretion may  
 think proper and to compound or submit to arbitration any debt or claim  
 affecting my estate I devise and bequeath to the said Sir Joseph Bliffe  
 and John Stumpary and William Stumpary their heirs executors and  
 administrators respectively all the real and personal estates which at the  
 time of my decease shall be vested in me as trustee or mortgagee or  
 subject nevertheless to the trusts and equities affecting the same respectively  
 I give and declare that all purchasers and other persons who shall pay  
 any monies to my trustees or trustee for the time being under or in pursu-  
 -ance of this my will shall be exempt from all responsibility in respect of the  
 application or nonapplication or misapplication of the same provided further  
 that in case my said trustees or any one or more of them shall die in my  
 lifetime or shall on my decease renounce the trusts of my will or in case  
 any trustees or trustee for the time being of my will shall die or refuse or  
 become incapable to act in or shall cease to be discharged from the trusts of this  
 my will then and in every or any such case and so often as the same may  
 happen I authorize and empower the surviving or acting or continuing trustees  
 or trustee or in default of any such then the remaining or retiring trustees or  
 trustee or any of them or the executors or administrators or any of the executors  
 or administrators of the last surviving or any deceased trustee by any  
 writing to nominate a new trustee or new trustees for the purpose of filling  
 up such vacancy or vacancies and such new trustee or trustees shall have  
 the same powers in all respects as the trustees hereby appointed provided always



that my trustees or trustee for the time being shall have power to add to or increase from time to time the original number of trustees so as that the number be not raised above four nor reduced below two and I direct that the respective trustees for the time being of this my will shall be responsible for so much money only as shall come to their own respective shares and that they shall not be answerable for involuntary losses or for the acts or defaults of the others or other of them and in particular that any trustee or trustees who shall pay over to his or their Co-trustees or Co-trustee or shall do any act enabling his or their Co-trustees or Co-trustee to receive any monies a for the general purpose of my will or for any definite purpose authorized a by my will shall not be obliged to see to the due application thereof nor shall such trustee or trustees be subsequently rendered responsible by an express or implied intimation of the actual misapplication of the same monies but this clause shall not restrict the power of any trustee or trustees to require from his or their Co-trustee or Co-trustees an account of the application of the a monies in their or his shares or to insist on his or their repaying monies misapplied by them or him and I empower my trustees to retain and a allow to carry over the costs and expenses incurred in the execution of the trusts or in relation thereto and I further declare that every new trustee a shall be an Executor of this my will and that all the trusts and powers a which I have given to or vested in the trustees hereby appointed shall and may be exercised by the trustees or trustee for the time being of my will and whereas upon the marriage of each of my married daughters I settled considerable property and since the marriage of my daughter Laura with the said Sir Joseph Olliffe I have made considerable advances to a him and it is possible that I may also have made or may hereafter make advances to my other sons in law or out of them or to my married daughters or some or out of them now I do hereby will and declare that all monies so settled or advanced or to be so advanced by me were and shall be deemed a and taken to be absolute and free gifts and that the same respectively shall a not nor shall any of them be or be deemed or taken in full or in part satisfaction of the portions or fortunes or portion or fortune of my said daughters or any of them or of their or her husbands or husband or in their or her right or in otherwise howsoever and I appoint the said Sir Joseph Olliffe John a Drumppary and William Henry Drumppary to be Executors of this my will a and I revoke all other wills and testamentary instruments by me heretofore made in witness whereof I the said William Cubitt have to this my last will and Testament contained in this and the twenty preceding sheets of a paper set my hand this twenty third day of October one thousand eight hundred and sixty three — William Cubitt — signed and declared by the said William Cubitt the Testator as and for his last will and Testament in the a presence of us present at the same time who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses — Christopher Hodson Rector of Penton Newbery Hants — Mr Evans Solicitor 59 Lincoln's Inn Fields London //

This is a codicil to my last will & Testament I give a bequeath to the following persons the sums of money hereinafter mentioned that is to say To James Hunt my Coarsman the sum of one hundred & fifty pounds to Ellen shall the sum of one hundred & fifty pounds to Mr Thomas a Robinson the sum of one hundred and fifty pounds to Mr. Storer the sum of fifty pounds & to Mr. E. D. Hodgers an annuity of fifteen pounds per annum and I direct that the same legacies respectively shall be paid in full without deduction for legacy duty where I direct my Executors to pay out of my general personal estate in witness whereof I have hereunto signed my name — the 24<sup>th</sup> day of October 1863 — William Cubitt — signed by the said William Cubitt in presence of us the undersigned who in his presence & at his request



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in the presence of each other, all being present at the same time have we signed our names as witnesses thereto — Ch<sup>r</sup>: Dodson Rector of Penton — William Smith M.D. Weyhill.

**Proved** at London with a Coram 5<sup>th</sup> December 1863 by the oaths of Sir Joseph Francis Cliffe in the Will written Sir Joseph Cliffe, Knight etc. J. John Drumpton and William Henry Drumpton Esquires the Executors to a whom Abouon was granted. 18