

Marshall's Charity Act 1855

Until 1855, the Trustees of John Marshall had been guided by the terms of his Will of 1627, together with various decisions of the High Court in relation to specific details of clarification which had occurred in the interim.

In 1855, the trustees paid for a private Act of Parliament which set out how the Charity should be managed, with particular reference to issues concerning the purchase and sale of land.

The preamble to the Act of Parliament consists of the Will of 1627, a copy of which follows below. As well as a number of personal bequests to family and friends, certain passages set out the initial basis of the work which would be carried forward by "*his Feoffees, their Heires and Assigns*". These passages have been highlighted and explained.

Virtually all of the sections of the Act were replaced in 1915 by a Charity Commission Scheme.



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. 15.

An Act for the future Government, Management, and Regulation of the Charity of *John Marshall*, late of *Southwark* in the County of *Surrey*, Gentleman, deceased; and for other Purposes.

[14th August 1855.]

WHEREAS *John Marshall*, late of the Borough of *Southwark* in the County of *Surrey*, Gentleman, deceased, by his last Will and Testament in Writing, bearing Date the Twenty-first Day of *August* One thousand six hundred and twenty-seven, which was duly executed and attested, gave and devised, in Manner and Form following; (to wit,)—"First, I give, devise, and bequeath unto the Right Worshipful *Rowland Heylin*, Alderman of *London*, *William Gonge*, *Richard Sibbs*, *Charles Offpringe*, and *John Dampart Clarke*, *Robert Eyre*, *Christopher Sherland*, *John White*, and *Samuell Browne*, Councillors-at-Law, *John Gearinge*, *Richard Davies*, *George Harwood*, and *Francis Bridges*, Citizens of *London*, and their Heires and Assigns, for ever, under the severall Rents, Distresses, Penalties, and Trustes herein-after menconed, to be chargeable on the same, all that my Moiety and Half Parte of a Yarde, commonlie called the *Axe Yard*, and all my Messuages and Tenements whatsoever, with their Appurtenances, in or neare the

[Private.] 4 t

Will of
J. Marshall,
dated 21st
August
1627.

Appointment
of the original
trustees

" said

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" said Yarde, beinge in the Parish of *St. Saviour's* in *Southwarke*
 " aforesaid, and also all my Messuages, Lands, Tenements, and
 " Hereditaments whatsoever, with the Appurtenances thereof, in
 " *Lambe Alley*, and in *Black Spread Eagle Alley*, and in *Catherine*
 " *Wheele Alley*, or any of them, or neare unto them, or any of them,
 " and all other my Messuages, Lands, Tenements, and Hereditaments,
 " with the Appurtenances thereof, scituate and beinge in the Parishe
 " of *Newington* in the County of *Surrey*, and all those Three Acres
 " of Land lyinge together in One Place in *St. George's Fields*, and
 " Halfe an Acre in the same Fields, be the same more or lesse, with
 " their Appurtenances, in the Parish of *St. George* in the Countie of
 " *Surrey*, in which Three Acres and a Half by Estimacon my
 " Mother hath Estate for the Terme of her Life, and all my Mes-
 " suages, Lands, Tenements, and Hereditaments, with the Appurte-
 " nances, in the Parish of *Sutton* in the said Countie of *Surrey*, and
 " all my Messuages, Lands, and Tenements, with the Appurtenances,
 " in *Grantham* in the Countie of *Lincoln*, and my Reversion and
 " Reversions, Remainder and Remainders thereof, and the Rents and
 " Services thereunto incidente, to the Use, Intent, and Purpose that
 " they their Heires and Assigns, shall, out of the Rents, Yssues,
 " and Profits of my Three Tenements, with the Appurtenances,
 " scituate in *Newington* aforesaid, Parcell of the Premisses in the
 " Parish of *Newington*, and now or late in the Tenure or Occupation
 " of Mr. *Marburie* and Widow *Keies*, or of One of them, or of their
 " or One of their Assignes, pay or cause to be payd unto *Margaret*
 " *Vero*, Daughter of *Henry Vero*, the Some of Fouer Pounds of
 " lawfull Moneys for her Mayntenance yearlye untill shee shall attaine
 " her Age of Eighteen Yeares, or shall be married, which of them
 " shall first happen, and the farther Some of Twentie Pounds of like
 " Money for her Porcon, when shee shall be married or attaine her
 " said Age, which soever of them shall first happen, and thereupon
 " and from thenceforth the said yearly Payments of Fouer Pounds by
 " the Yeare to cease, which I do give unto her upon Condicon that she
 " be ordered and directed in her Education and Marriage by the Advice
 " and Direcon of my said Feoffees or the Survivors of them, whom I
 " doe earnestlie entreate to take upon them the Care, Tutelage, and
 " Orderinge of her, and doe comitt her unto their Care, not doubting
 " but that they will see her brought up in the Feare of the Lord, and
 " disposed of in Places fitt for that Purpose; and my Will further is,
 " that my said Feoffees, and their Heires and Assignes, shall, out of
 " the Rents, Issues, and Profitts of the said Three Tenements, paie
 " or cause to be paid unto the Brother of the said *Margaret Vero*,
 " yearlye duringe his Life, Fouer Pounds of lawfull Money for his
 " Mayntenance; and my Will further is, that my said Feoffees, their
 " Heires and Assignes, shall, out of the Rents, Issues, and Profitts of
 " the said Three Tenements for ever, after the Death of the said
 " *Margaret*

18° & 19° VICTORIÆ, Cap.15.

Marshall's Charity Act, 1855.

“ *Margaret Vero* and her Brother, laye out and bestowe yearlye the
“ Some of Twelve Pounds of lawfull Moneys for and towards the
“ yearlye Mainteynance of a poor Schollerin either of the Universities,
“ in the Manner followinge, *viz.*,—my Meaninge is, that the poor
“ Scholler shall be chosen from Tyme to Tyme by my said Feoffees, their
“ Heires and Assigns, from amonge such as are or shall be borne in
“ the said Borough of *Southwarke*, or in the Towne of *Stamford* in
“ the Countie of *Lincolne*, and taught in the Schoole kepte or to be
“ kepte in the Parish of *St. Saviour's* in *Southwarke* aforesaid, or
“ any other Schoole, at their Discrecons, and that they shall pay
“ unto such poore Scholler soe from Tyme to Tyme to be chosen by
“ them as aforesaid Twelve Pounds a Yeare for the Space of Seaven
“ Years for his Maynteynance, and if he shall then take the Degree
“ of Mr. of Arts, they shall continue the further Payment thereof
“ unto him for One Yeare more, to the end that he may in that Tyme
“ provide for himselfe some Place for the Employinge of his Talent
“ and Abilities abroad, to the Glorie of God and Benefitt of his
“ Church; provided alwaies, that such poor Scholler contynue for
“ the most Parte of all that Tyme untill he be Mr. of Arts in the
“ University, and give not over his Studies there; and from and after
“ the Expiracon of the said Eight Years, or other ceasing of the Pay-
“ ment of the said Twelve Pounds a Year to such poor Scholler,
“ my said Feoffees, their Heires and Assignes, shall pay the same
“ yearlye to another such poore Scholler, to be by them speedily after-
“ wards chosen in the like Manner as the former, and for soe many
“ Yeares and upon the like Condicon as to the former; and that the
“ said yearly Payments shall be so continued by them, their Heirs
“ and Assigns, for ever;” and the said Testator, after charging the
Lands and Hereditaments so devised to his said Feoffees as aforesaid,
and certain other Lands and Hereditaments in the said Will mentioned,
with the Payment, in certain Proportions, to his Mother *Elizabeth
Marshall*, and his Wife *Elizabeth Marshall*, of Two several yearly
Rentcharges of Fourscore Pounds and Fourscore and Ten Pounds
respectively during their respective Lives, in lieu and satisfaction of
their respective Dowers and Rights and Titles of Dower, out of all
his Lands, further made his Will, in Manner and Form following; to
wit,—“ And my Will and Meaninge further is, that my said Feoffees,
“ their Heires and Assignes, shall, out of the First Revenues of my
“ said Lands to them given, and out of my Personall Estate thaie
“ shall by this my last Will come unto them or any of them, as my
“ Executors hereof, pay and discharge all such Debts as I shall truly
“ and justly owe at the Time of my Death to any Person or Persons
“ whatsoever, with Interest after viii^{te} *per Cent.*, and that after my
“ Debts and Legacies paid and Funerall Expences discharged they
“ shall, with the next Revenues and cleare Profitts of my said Lands
“ to them given, finish and perfitt the buildinge and furnishinge of
“ the

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" the House in *Aze Yard* aforesaid, wherein I now dwell, with the
 " Appurtenances thereof, and that the Pumps, Jacks, Cisterns, and
 " Bedsteads now in or belonging unto the said House shall still
 " remain and goe with the said House as Heire Looms, and not to
 " be taken away or removed from or out of the same; and if the Lord
 " shall be pleased to blesse me with Yssue Male of my Body, my said
 " Feoffees, their Heires and Assignes, shall, duringe the Minority of
 " my said Issue, let the said House, with the Appurtenances thereof,
 " to the Lecturer of the Church of *St. Saviour's* aforesaid for the
 " Tyme being, if he will accept thereof, during the Minoritie of my
 " said Issue, untill he shall attaine his full Age of One-and-twenty
 " Yeares, under the yearlie Rent of Twenty Marks a Yeare, and such
 " Covenants and Agreement as in their Discrecons shall seem con-
 " venient; and if he shall not accept thereof, then my said Feoffees,
 " their Heires and Assignes, shall lease the same to any other Person or
 " Persons, at their Wills and Pleasures, that will take the same during
 " the Minority of my said Issue; and that at the full Age of my said
 " Issue they shall suffer and permitt my said Issue Male to have, hold,
 " and enjoy the said House, duringe his naturall Life, without payinge
 " any Rent for the same, so as he keepe the same in good Repaire;
 " and that from and after his Decease, or in case I shall die without any
 " Issue Male of my Bodie lawfully begotten, my said Feoffees, their
 " Heires and Assignes, shall let the said House, with the Appurtenances
 " thereof, to the Lecturer of *St. Saviour's* aforesaid for the Tyme beinge
 " for the Term of Twenty and one Yeares, if he shall so long remain
 " Lecturer there, or if he shall refuse the same, then to such Person or
 " Persons as will take the same, for such yearlie Rent as my said Feoffees
 " shall think fitt, and under such Covenants as is aforesaid, and shall
 " from Tyme to Tyme hereafter, untill the newe Church hereafter
 " appointed to be built shall be finished and pfitted, and a Minister
 " and Preacher be settled in the same, the said Rent of the said
 " House shal be employed and disposed as the rest of the Revenues
 " of my said Lands given to my said Feoffees are hereby appointed
 " to be disposed, and after the said Church shal be built, and a
 " Minister of the Word of God settled therein, the same shall for ever
 " after be paid to the Minister of the Word settled in that Church,
 " and his Successors, for ever, for his providing of himself a House
 " fitte and convenient for his Habitation, and towards the Payment of
 " his Rent for the same; and my Will and Meaninge further is, that
 " my said Feoffees, their Heires and Assignes, shall, out of the Rents,
 " Issues, and Profitts of my said Lands and Premises to them devised,
 " pay unto my said lovinge Wife, after my Decease, weekly, the Some
 " of Thirty Shillings, and after that Rate until the Day of the First
 " Payment of her said Annuitye or Pte thereof next after my Deathe
 " shall come, for her Mayntenance in the mean tyme until she shall
 " receive some One Payment of her said yearly Rent of Fower Score
 " and

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“ and Ten Pounds, and then to cease ; item, my Will and Meaning
 “ is, that my said Feoffees, their Heires and Assignes, shall raise, out
 “ of the Residue of the Revenues of my said Lands not otherwise
 “ disposed of by this my last Will, the full Sume of Seaven hundred
 “ Pounds, as the same shall arise out of my said Lands to them hereby
 “ given, and shall with the same builde or cause to be built One
 “ new Church for the Worship of God, and a Churchyarde conven-
 “ niente for it, in such Place as they in their Discrecons shall think
 “ fitt ; and my Desire is, that the same may be builde, if my said
 “ Feoffees shall judge it meet and conveniente in some Part of
 “ *St. Saviour's* Parish aforesaid, or else wheresoever my said Feoffees
 “ or their Heires or Assignes, shall adjudge it to be more meete ; and
 “ my Will is, that the same shall be done by good Advice of Counsell
 “ learned, and that all Expenses and Charges for the procuring of
 “ an Act of Parliament, or His Maty's legall Licence, and whatsoever
 “ else shal be necessary or convenient for the better effecting thereof,
 “ shal be borne and defrayed out of the Rents, Issues, and Profitts
 “ of the said Lands, and that at the finishing and consecrating of the
 “ said Church, my said Feoffees, their Heires and Assignes, shall, out
 “ of the Profitts of the said Lands to be raised by them, give and
 “ distribute amongst such poore Christians as they shall think fitt
 “ the Sum of One hundred Pounds ;/and my Will also is, that my
 “ said Feoffees, their Heires and Assignes, shall, as soone as conven-
 “ niently they may after the Consecration of the said Church, provide
 “ for the same, and place therein, One godlie learned Minister, for
 “ the preaching of the Word of God and Administracon of the Sacra-
 “ ments in the same, and that the Choise of the Minister to be placed
 “ in the said Church from Tyme to Tyme, and the Donacon and
 “ Right of Patronage of the said Church, shall be and continue in and
 “ to my said Feoffees, their Heires and Assignes, for ever, and in noe
 “ other, and that my said Feoffees, their Heires and Assignes, shall
 “ yearlie and from Yeare to Yeare paie unto the said Minister from
 “ Tyme to Tyme to be placed by them in the said Church Forty
 “ Pounds a Yeare out of the Yssues and Profits of my said Lands
 “ to them hereby given, and that the rest of the Rents, Issues, and
 “ Profitts of the said Lands not herein otherwise disposed shall be
 “ received and kept together by my said Feoffees, their Heires and
 “ Assignes, and ymployed, at their Discrecons, untill they have
 “ thereby raised sufficient Moneys to purchase Lands and Tenements,
 “ to the Value of Threescore Pounds by the Yeare over and above
 “ all Reprises, and that the same shall be by them layed out in the
 “ Purchase of Lands of the said cleere yearlye Value, and that
 “ they shall endow the said Church with the same, and that pre-
 “ sentlie after such Endowment the said Forty Pounds a Yeare before
 “ hereby appointed to the Incumbent of the said Church shall cease
 “ and be no longer paid ; and my Will is, that the said new Church
 [Private.] 4 it “ shall

Building and
 endowment of
 Christchurch,
 Southwark

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" shal be called by the Name of *Christchurch*, and that the Incum-
 " bent thereof for the Tyme being shall preach or cause to be preached
 " the Word of God in the same Church twice everie Lord's Day,
 " and also a monthlie Sermon everie Moneth, for the Preparacon of
 " his Parishioners to and for the right and worthy receiving of the
 " Lord's Supper, and that he have a speciall Care of catechisinge and
 " instructinge his Parishioners in the Grounds of true Religion, and
 " my Will and Meaning further is, that the Rents, Issues, and Pro-
 " fits of my said Lands, not otherwise herein disposed, shall, for the
 " Space of Two Years after the said Church shall be endowed with the
 " Lands as aforesaid, goe and be disposed by my said Feoffees, their
 " Heires and Assignes, for and towards the redeeming of such poore
 " Mene imprisoned or to be imprisoned for Debts as my said Feoffees,
 " their Heires or Assignes, shall be thought meete, and shall be for ever
 " after by them disposed for and towards the buying in of Rectories
 " Impropriate to them, their Heires and Assignes, for the Mayntenance
 " and Continuance of the sincere Preaching of God's most holie Word in
 " this Land for ever; item, my Will and Meaninge is, that my said
 " Feoffees, their Heires and Assignes, shall, out of the Profits of my
 " said Lands to them hereby given, yearlie and from Yeare to Yeare
 " hereafter pay and dispose of the Some of Twenty Marcks a Yeare
 " to such diligent and faithful Preacher of the Word of God dwelling
 " in or near *Stamford* in the Countie of *Lincolne*, as they in their
 " Discrecons shall thinke meete, for the Preachinge of One Sermon
 " every Weeke for the preparinge of his Auditors for the worthy
 " receiving of the Lord's Supper: and my Desire to them herein is,
 " to have respect to the Church of *Allhallows* in *Stamford* aforesaid,
 " if they shall finde and adjudge the Minister thereof worthie of it,
 " and not otherwise; and my Will is, that they shall yearlie paie the
 " same to Mr. *Vicars*, now Preacher of the Word of God in *Stamford*
 " aforesaid, soe long as he shall continue there; and that my said
 " Feoffees, their Heires and Assignes, shall also, out of the Rents,
 " Issues, and Profitts of my said Lands, for ever pay unto the Sexton
 " for [the Time being of such Church, where such weeklie Sermons
 " shall be preached. Tenn Shillings a Yeare for his Paines in ringinge
 " and tollinge the Bells, to call the People together to hear the said
 " weeklie Sermon, and in sweepinge and making cleane the same
 " against the Times of the Preachinge thereof; item, my Will is,
 " that my said Feoffees, their Heires and Assignes, shall, out of the
 " Rent, Yssues, and Profitts of my said Lands to them hereby given,
 " yearlie and from Yeare to Yeare for ever after my Death paie
 " and allowe unto such Person as they shall appeint to be their
 " Collector and Gatherer of the said Rents and Profitts, during his
 " Employment therein, the Some of Ten Pounds for his Paines and
 " Travell therein; and that my said Feoffees, their Heires and
 " Assignes, once every Yeare for ever hereafter, about the Time that
 " the

Building and
endowment of
Christchurch,
Southwark
(continued)

Origin of
parsonage
grants

Stamford
Lectureship

Annual
Dinner

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" the said Rents and Profitts for the whole Yeare shall come in, shall
 " meet together, and take the Audit and Accompt thereof, and shall
 " at such their Meetings expend and disburse out of the said Rents,
 " for the Provision of a Dinuer for them, the Some of Fifty Shillings,
 " until the yearly Rents hereby granted out of the said Lands shall
 " be ended and determined, and after the End and Determinacon of
 " them they shall for ever afterwards disburse out of the said Rents,
 " for the yearlie Provision of their said Dynner, Five Pounds of
 " lawfull Moneys; and my Meaninge is, that the said Feoffees, their
 " Heires and Assignes, shall deal well with all such Persons to whome
 " they shall lease the said Messuages and Lands to them hereby
 " demised, and not racke the same to Rents on high; item, my
 " Meaninge is, that my said Feoffees, their Heires and Assignes, shall
 " permitt and suffer my Cozen *William Marshall* to enjoye the
 " House he nowe dwelleth in duringe his Life, without paying any
 " Rent for the same, soe as he keep the same in good Repaire, and
 " that his Daughter, after his Death, shall likewise enjoy the same
 " during her Life, without paying any Rents for the same, soe as
 " shee also during that Tyme keepe it in good Repaire; item, my
 " Will and Meaninge further is, that for the Space of Seaven Yeares
 " next after my Decease, or for less Tymes, at their Discretions, my
 " said Feoffees, their Heirs and Assigns, shall, out of the Rents,
 " Issues, and Profits of the Messuages and Premises hereby given
 " unto them, quarterly pay unto Mr. Dcor *James of Oxford*, towards
 " the furtheringe of his Project of vindicating auntient and orthodoxe
 " Writers from the Popish Indices Expurgatory, Twenty Nobles a
 " Yeare, and that my said Feoffees, their Heires and Assignes, may,
 " if the said Dcor *James* shall surcease or foreflowe his Laboures
 " therein, or otherwise at their Pleasure, withhold and withdrawe the
 " said Twenty Nobles a Year, if they shall see it meete soe to doe;
 " item, my Will is, that all and singular my Messuages, Lands, and
 " Tenements whatsoever, with their Appurtenances, scituate in or
 " neare *Fowle Lane* aforesaid and in *Peckham Field*, shall, after my
 " Death, under the severall Rents and Distresses and *Nomine penes*
 " above demised to be issuinge and going out of them, descend and
 " come unto the Heirs of my Body lawfully begotten or to be
 " begotten, and for Default of such Issue to be and remaine to
 " *Thomas and John Maddox* during their natural Lives and the Life
 " of the longer Liver of them, and after their Deceases to my right
 " Heirs for ever; and that all my Messuages and Premisses, with
 " the Appurtenances, in the Parish of *St. George the Martyr*, not
 " hereby given to my said Feoffees, shall, under the yearlie Rentes,
 " Distresses, and Penalties chargeable upon the same as aforesaid,
 " come after my Decease to the Heires of my Body lawfully begotten
 " or to be begotten, and for defaulte of such Issue to my Sister
 " *Elizabeth Browne* during her Life, and after her Decease to the
 " Heires

Annual Dinner
(continued)

Marshall's Charity Act, 1855.

" Heires of his Body lawfully to be begotten, and for default of
 " such Issue to my right Heires for ever; and that all my said
 " Messuages and Premises in *Croydon* aforesaid shall, under the
 " yearlie Rents, Distresses, and Penalties hereby charged thereupon,
 " come, after my Death, to the Heires of my Body lawfully begotten
 " or to be begotten, and for default of such Issue to my right Heires
 " for ever; item, I doe give, devise, and bequeath unto my said
 " Feoffees, their Heires and Assignes, all that my Capital Messuage,
 " with the Appurtenances thereof, scituate in the Parish of *St. Saviour's*
 " aforesaid, commonlie called the *Peacocke*, to the Purposes aforesaid,
 " with this, nevertheless, that if my Sister *Susan Thicknesse*, or any of
 " the Heirs of her Body lawfully begotten, or any for them, shall pay or
 " cause to be paid, or well and sufficiently secure to be paid, within the
 " Space of Sixe Months after my Death without Issue of my Body
 " lawfully begotten, unto my said Feoffees, their Heires and Assignes,
 " the full Some of One hundred Pounds of lawfull Moneys at one
 " intyre Payment within the Tyme aforesaid, then the said Capitall
 " Messuage, with the Appurtenances thereof, shall from thenceforth
 " goe and remaine unto my said Sister *Susan Thicknesse* during
 " her Life, and after her Decease to *Thomas Thicknesse* her
 " Sonne, and the Heires of his Body lawfully to be begotten,
 " and for default of such Issue to *Elizabeth Thicknesse*, eldest
 " Daughter of my said Sister, and the Heires of her Bodie lawfully
 " begotten, and for default of such Issue to *Mary Thicknesse*, another
 " of the Daughters of my said Sister, and the Heires of her Body law-
 " fully begotten, and for default of such Issue to *Susan Thicknesse*,
 " youngest Daughter of my said Sister, and the Heires of her Body
 " lawfully begotten, and for default of such Issue to my said Feoffees,
 " their Heires and Assigns, for ever; but in case I shall have any
 " Issue of my Bodye, then my Will and Meaninge is, that such Issue of
 " my Bodye, shall have the said Capitall Messuage, with the Appur-
 " tenances, to him or her, and the Heirs of his or her Body lawfully
 " begotten, and that for default of such Issue the same shall goe as
 " I have herein above disposed thereof, and not otherwise; and my
 " Will is, that my said Mother shall hold such of my said Lands as
 " are in this my Will meconed, in which shee is joynt Purchaser with
 " my late Father, according to such Estate as she hath therein by the
 " Deeds of the said joynt Purchases; and whereas I have by the
 " Licence of the Lord of the Manor of *Foxhall* in the Countie of
 " *Surrey* leased my Copiehold Lands held of that Mannor to one
 " *William Savill* for the Terme of Twenty Yeares and a Halfe to
 " be accompted from *Michælmas* last, under the yearlie Rent of
 " Thirtie and six Pounds, my Will and Meaninge is, that my said
 " Feoffees, their Heires and Assignes, shall have and receive the said
 " yearlie Rente of Thirtie and six Pounds for and towards the Per-
 " formance of my said Will untill all my Debts and Legacies which
 " are

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“ are Personal, shall be fullie paid, and my said House wherein I
 “ nowe dwell shall be perfected and finished, and fullie built and
 “ furnished as aforesaid; and my Will is, that the Piece of Ground
 “ now in *Samuel Simon's* Occupacon shall not be hereafter lett to
 “ any to keep or sett up Hogsties therein, or to burie any Starch
 “ Branne in it, or to use it in any like Manner to the Annoyance of
 “ the Neighbours thereof; item, my Will is, that there shall be for
 “ ever hereafter paid unto the Hospitall of *St. Thomas the Martyr*
 “ in *Southwarke*, out of my said Capitall Messuage, with the Appur-
 “ tenances, above demised to my Sister *Thicknesse*, the yearlye Rent
 “ of Twenty Shillings, in full Satisfacon of all Demands of the said
 “ Hospitall to or out of the same;” and after bequeathing divers
 pecuniary Legacies, the said Testator further directed that his Body
 should be brought and removed to the said new Church, when it
 should be built, there to be buried at the Charges of his said Feoffees,
 their Heirs and Assigns, the same to be defrayed out of the Rents
 and Profits of the said Lands to them given; and the said Testator
 made and constituted the said *Charles Offpringe, George Harwood,*
 and *Francois Bridges* the Executors of his said Will, in trust and
 for the Use of themselves and of the rest of his Feoffees; and the said
 Testator by his said Will gave unto his said Feoffees all and singular
 his Goods and Chattels, Debts and Credits, not before therein other-
 wise disposed of, for and towards the Performance of that his Will:
 And whereas an original Information was filed in the High Court of
 Chancery in *England* on or about the Fifteenth Day of *February* One
 thousand eight hundred and fifty-one, by Her Majesty's then Attorney
 General, at the Relation of *John Barton*, against *Edward Rowland*
Pickering, Richard Hotham Pigeon, since deceased, *George Corbett,*
Peter Davey, Richard Gullett Whitfield, John Flint South, William
Pegg, Charles Henry Corbett, and *Henry Hill*, the then Trustees or
 Persons acting as Trustees of the Will of the said Testator *John*
Marshall, as Defendants, which said Information stated the Will of
 the said *John Marshall* as or to the Effect aforesaid, and that by
 an Inquisition taken at the Borough of *Southwark* on the Fourth of
May in the Fifteenth Year of the Reign of King *Charles* the Second,
 under a Commission of Charitable Uses, it was found that the said
John Marshall, having made his Will as herein-before stated, after-
 wards died without Issue Male, and that the Executors and Trustees
 were also dead, except Sir *Samuel Browne*, One of the Judges of the
 Common Pleas, who was grown aged, and not at leisure to attend
 to the Trusts, that many of the Tenants were in arrear, and that
 many of them had paid no Rent at all, that some had died, and
 some run away, and others become insolvent, that many of the
 Houses had fallen down or were not inhabited; whereupon the
 Commissioners, by Decree of the Eleventh of *May* in the same Year,
 ordered and decreed that the said Sir *Samuel Browne* should within

[Private.]

4 x

One

End of the
Will

Information
filed in
Chancery,
15th Feb.
1851.