

in satisfaction of their costs; and by a proper application to the Court, a mark might have been made against the 666*l.* 18*s.* 4*d.*, set apart for Patty Goodill's annuity, which would have prevented that fund from being sold out without their charge being satisfied. Unfortunately nothing was done: no application was made. The 108*l.* 4*s.* 11*d.* remained in court subject to the first order, and no mark was made against the fund set apart to pay the annuity. Very likely the parties had a laudable desire to save expense, and thought it better that the two applications for the payment of these funds should be made together. Patty Goodill died in 1842: then application was made on behalf of William Goodill for payment of what was due to him on the death of Patty. On inquiries, it appeared, that there was this sum of 108*l.* 4*s.* 11*d.*, with many years' accumulation of interest. I think something might have been done in inquiring into this sum more than was done. They found the order of February 1810, and the sum set aside to answer the annuity. It seems here, first, that there was an omission of what was requisite to be done for the security of the party who was entitled to the benefit of the order. In 1842 some doubt was raised as to these funds. The question is, whether I am to impute to the solicitors such a knowledge of the charge, or of circumstances which, if considered, would have led to a knowledge of the charge, as to induce the Court to say that they must be charged. I do not think that I have before me sufficient to compel me to impute to these gentlemen such a knowledge of the circumstances as to require me to say that they are personally liable. It is said, that notice of the petition of May 1842, ought to have been given to all parties in the suit. I cannot say, that such notice ought to have been given. In 1810 the whole fund was distributed. By the order of 1815 a charge was created. The person who would have been entitled to notice, was the person who had the benefit of the charge. On the whole, I do not think I can make these gentlemen personally liable, although this fund ought not to have been paid out. The order which is asked for against William Goodill must be granted, and the petition must be dismissed as against Messrs. A. & B, without costs.

M. R. }
Nov. 9. } HOULDITCH v. COLLINS.

Judgment—Arrest—1 & 2 Vict. c. 110.

A creditor obtained a judgment in the Court of Exchequer, and afterwards took proceedings against the debtor in Jersey, and caused him to be arrested there on mesne process:—Held, that the arrest did not deprive the creditor of the right given him by the 1 & 2 Vict. c. 110, to be considered as a mortgagee, by virtue of the judgment, and to have the money raised out of the debtor's real estate.

The bill stated, that in 1840, the plaintiffs obtained a judgment against one of the defendants, Collins, in the Court of Exchequer, for a sum of 4,931*l.*, which judgment was duly entered in the manner directed by the 19th section of the 1 & 2 Vict. c. 110; that at that time, two other of the defendants were seised of certain freehold hereditaments, in trust for Collins; and the plaintiffs insisted, that under the 13th section of the above-mentioned act, they were entitled to the same remedies against these hereditaments as if Collins had agreed to charge them with the amount of such judgment debt and interest. The bill prayed, that it might be declared, that, under the judgment and the act of parliament, the plaintiffs were entitled to be considered as mortgagees of these hereditaments, and that the monies due to them might be raised and paid, or that Collins might be foreclosed.

To this bill, two of the defendants put in a plea, stating, that in May 1840, the plaintiffs arrested Collins, who was then in Jersey, for another debt; that the defendants believed, that while the said C. G. R. Collins was confined as a prisoner in the prison at St. Heliers, in Jersey, under the aforesaid writ, the said complainants on the 9th of September 1840, by Thomas Le Breton, Esq., whom they appointed to be administrator of their goods in the said island, caused another writ, called an *ordre provisoire*, to be issued in the said island of Jersey, by L. L. Bisson, the bailiff, being a person duly authorized to issue such writ in the said island, against the said defendant C. G. R. Collins, for the sum of 4,931*l.*, being the amount of the English judgment, and that such writ, when translated, was to the effect following:—"Thomas

Le Breton, Esq., administrator of the goods of Messrs. John Houlditch & James Houlditch, is permitted by justice to cause to be seized, arrested, put in execution, and also to sequester, if it is required, the most apparent property of their debtors in all places where such may be found, particularly upon that issuing from the premises, to be applied to the payment of what shall be found truly and justly due to him. As to strangers or persons expatriable, they may cause their goods, vessels, merchandises, and effects, or themselves personally to be arrested, if they do not make good their bargains, written engagements, debts, or promises, or if they do not give sufficient bail to fulfil them, which shall be executed by the viscount, or one of the denunciators, officers of justice, or the constable, or by one of the centeniers of the parish. Reasons reserved. Given at St. Heliers, on the 9th day of September 1840. Signed, E. L. Bisson, Lieut. Bailli." That the defendants believed that the said writ was lodged on the said 9th day of September 1840, with Philip Le Gallais, the deputy viscount, being the proper officer, at the prison of St. Heliers, and that Philip Le Gallais made his return to the writ as follows:—"This 9th of September 1840, in virtue of the order on the other side, I have seized and put in prison Christopher Gerard Rigbye Collins, Esq., at the instance of Thomas Le Breton, Esq., administrator of the goods of Messrs. John Houlditch & James Houlditch, to compel him to pay the sum of 4,931*l.* 14*s.* 10*d.* sterling, according to the course of exchange upon London, being the amount of a certain judgment given by the Court of Exchequer of Pleas at Westminster, in England, in favour of Messrs. Houlditch against the said Mr. Collins, on the 27th day of July, in the year 1840; also to compel him to pay the interest upon the same sum, from the 27th day of July 1840 till the day of payment, of which I have given this record." The plea also alleged, that Collins was still confined in prison in Jersey, in respect of the judgment debt for 4,931*l.*

The plea therefore raised this point, that the plaintiffs, by taking Collins in execution, had forfeited the charge under the 1 & 2 Vict. c. 110. s. 16, whereby it is enacted, "That if any judgment creditor who, under the powers of this act, shall have obtained any charge, or be entitled to the benefit of

any security whatsoever, shall afterwards, and before the property, so charged or secured, shall have been converted into money or realized, and the produce thereof applied towards payment of the judgment debt, cause the person of the judgment debtor to be taken or charged in execution upon such judgment, then and in such case such judgment creditor shall be deemed and taken to have relinquished all right and title to the benefit of such charge or security, and shall forfeit the same accordingly."

Mr. G. Turner and Mr. Piggott, in support of the plea, contended, that the intention of the act was to give to a creditor a remedy either against the person or property of his debtor, but not against both, seeing the injustice of keeping a party in prison for non-payment of a debt, when the creditor, by seizing the debtor's property, took from him the very means of raising thereout the amount.

Mr. Pemberton and Mr. Rolt, contra.—The act does not apply to lands in Jersey, which would not be bound by an English judgment. It does not appear that the defendant has been taken in execution on it.

Mr. G. Turner, in reply.—It is not alleged that the defendant has any lands in Jersey, on which the judgment there is to operate, and if there were, the judgment here is by the act to be charged on "all lands," &c.

The MASTER OF THE ROLLS.—The single question is, if the plaintiffs have caused the person of the defendant "to be taken or charged in execution upon such judgment." If they have, the charge is released, if not, the act does not apply. The document set out in the plea, plainly indicates not a taking in execution on the judgment, but a proceeding to recover, by a new action, the amount ascertained to be due by the judgment here. The proceeding seems to be on *mesne process*, and there is no taking in execution upon "such judgment." It is, therefore, enough to say, that it is not a case comprised in the 16th clause of the act. The withdrawal of a defendant from this jurisdiction, might render it necessary for a plaintiff to avail himself of the proceedings in a foreign court, the first proceeding being *mesne process*. This plea must be overruled.

M.R. }
Nov. 11. } BODDINGTON v. WOODLEY.

Pauper — Affidavit — Dispaupering a Party.

In support of a motion to dispauper a defendant, an affidavit was filed, which was made by a party who described himself merely as clerk to Messrs. A. & Co., solicitors:— Held, that this was sufficient.

A defendant obtained an order to defend in formâ pauperis. He afterwards took the benefit of the Insolvent Debtors Act, and in his schedule stated himself to be entitled, as a commander in the royal navy, to half-pay, amounting to 150l. a year. Under these circumstances, the order allowing him to defend in formâ pauperis was discharged with costs.

On the 5th of September 1842, the defendant Woodley obtained an order that he should be at liberty to defend this suit in formâ pauperis, upon the usual affidavit that he was not worth 5l.

The defendant was a prisoner in the Fleet, having been taken there in February 1841, and there were several attachments issued against him, for sums amounting altogether to about 800l. He was then desirous of taking the benefit of the Insolvent Debtors Act, and a vesting order of his estate and effects was made on the 5th of June 1841. On the 2nd of July, his schedule was filed, in which he described himself as a commander in the royal navy, and he stated that he was entitled to half-pay, which amounted to about 150l. per annum. He was, however, considerably indebted to his agents. It also appeared, that since the defendant had been taken to the Fleet, he had received from friends several hundred pounds as donations. He had a wife and seven children.

The plaintiff now moved, that the order of the 5th of September 1842 might be discharged.

Mr. Elderton appeared in support of the motion.

The affidavit in support of the motion was made by a party who described himself as "W. S. T. S., clerk to Messrs. A, B, & C, of &c., solicitors."

Mr. Torriano (who had been assigned as counsel to the defendant) objected, that this

affidavit could not be received, inasmuch as an affidavit in support of such a motion ought to have been made either by the plaintiff or by his solicitors, as was done in *Romilly v. Grint* (1), but that this affidavit did not even state that the solicitors named were the solicitors for the plaintiff.

The MASTER OF THE ROLLS overruled the objection.

Mr. Torriano then contended, that the 1 & 2 Vict. c. 110. gave the Insolvent Debtors Court, with the consent of the Admiralty, the power of taking an insolvent's half-pay, or part of it, to satisfy his creditors, and, therefore, that the half-pay to which this defendant was entitled, was not at his own disposal; and his affidavit, in which he stated that he was not worth 5l., was strictly true. He cited from *Whitelocke v. Baker* (2), an expression of Lord Eldon, "As to dispaupering the plaintiff, the Court always is, and I hope always will be, tender upon that."

Mr. Elderton was not called upon to reply.

The MASTER OF THE ROLLS.—This is a very distressing case, and there are circumstances which the plaintiff might properly take into consideration: but what I have to consider is, whether an officer having half-pay is justified in making an affidavit that he is not worth 5l. I am of opinion that he is not, because the half-pay is given to enable the government to call upon him to serve his country whenever they think proper; but out of that, the Admiralty may apply a portion to satisfy his creditors. Would it be consistent with the duty of the Admiralty to deprive him of the means of subsistence from his half-pay, so as to enable him to say that he is not worth 5l.? The case seems very distressing, but I cannot assist the party in this way. The order was not regularly or properly obtained, and I must discharge it with costs.

(1) 2 Beav. 186; s. c. 9 Law J. Rep. (N.S.) Chanc. 109.

(2) 13 Ves. 516.

id state of the docks she was put in her berth, and not begin discharging till the 4th:—Held, the fifteen days were to be computed from the *Brown v. Johnson*, 1 Car. & M. 440—Al- [6232]

uch cases the days count from the time of vessel's arriving in the dock, and being put in management of the dock company's officers. *Ib.* reckoning the "fifteen days," the days are to be reckoned consecutively, and the Sundays not de- l, unless there be a custom to that effect; and absence of any custom, the word "days," the words "running days," mean consecutive *Ib.*

IMONY—See ECCLESIASTICAL LAW.

SLANDER—See DEFAMATION.

SLAVERY.

rule for filing a certificate of the award of and taxation thereon, under the Slave Com- ion Act, 6 & 7 Will. 4, c. 5, s. 10, is a rule ly. *Maynard v. Lackington*, W., W. & D. [6248]

2 & 3 Vict. c. 73, is to be taken to have en- d into its provisions, as well the act of 2 & l. 4, c. 51, as the "rules and regulations" were made under the authority of that act, regulating the practice in the Vice-Admiralty abroad; and therefore a Portuguese subject claim to have the proceedings against his suspected of trading in slaves, conducted ac- cording to the forms of the civil law; but his vessel was condemned under the more hasty proceed- ings prescribed by those "rules and regulations:" and, also, that a monition may issue upon the writ of a person present at the seizure, though the person was not the party who actually seized the vessel; and that the monition need not be served on the owner, but that service of it specially upon the master of the ship by personal service, and copy upon all persons interested, by posting it up in some public place, will be sufficient service. quantity of food in proportion to the number of the crew, and the probable length of the voyage, as to "an extraordinary quantity," and "be- what might probably be requisite for the use of the crew," within the meaning of 2 & 3 Vict. c. 73, as to be considered prima facie evidence of the employment of the vessel in the transport of ne- groes for the purpose of consigning them to slavery. *Armens v. Preston*, 6 Jur. 879—P. C. [6248]

SMUGGLING.

under the statutes 3 & 4 Will. 4, c. 53, and 4 & 5 Will. 4, c. 13, those justices alone have jurisdic- tion over offences committed on the high seas who have jurisdiction over "the places on land," into which the person committing such offence, &c. shall be taken, brought, or carried, or in which the person shall be found." *In re Peerless*, 4 Per. 528; 1 Ad. & E. N. S. 143. [6256]

notwithstanding the provisions in these statutes, proceedings shall be in the form, or to the effect of the forms in the schedules, proceedings are de- clared which state an offence on the high seas, and it shew the fact which in such cases will give the justices jurisdiction. *Ib.*

id if to a habeas corpus a warrant so defective

be returned, and it does not appear there is a con- viction supplying the defect, a prisoner committed under such warrant will be entitled to his discharge. *Ib.*

A party sentenced by two justices to imprisonment with hard labour under the Smuggling Act (4 & 5 Will. 4, c. 13, s. 2) is in execution in a criminal matter. *Easton's case*, 12 Ad. & E. 645; 4 Per. & D. 559; 9 Dowl. P. C. 207. [6256]

SODOMY—See CRIMINAL LAW.

SOLICITOR—See ATTORNEY.

SPECIAL CASES—See PRACTICE—SESSIONS.

STATUTE.

Where copies of a private act of Parliament, printed by the Queen's printer, are made evidence, a defendant's counsel at Nisi Prius cannot make an objection, founded on that act, a ground of an ap- plication for a nonsuit, if the act has not been given in evidence on the part of the plaintiff, because it is not an act to be "judicially noticed," and is only be- fore the court when given in evidence. *Grenwilde v. Kemp*, 1 Car. & M. 635—Erskine. [6263]

If, in a penal action, the verdict be in favour of the defendant, the court will not entertain a motion to set it aside as against evidence. *Preston v. Collins*, 2 Jur. 329—Exch. [6274]

STEEPLE-CHASE—See GAMING.

STOCK.

Jurisdiction of court of Equity to vacate memo- randum of order under 1 & 2 Vict. c. 110, s. 18. *Wells v. Gibbs*, 3 Beav. 399. [6286]

A creditor having obtained an adverse judgment, which he duly registered according to the provisions of 1 & 2 Vict. c. 110, afterwards caused the debtor to be arrested under bailable process in the island of Jersey, on account of the judgment debt:—Held, that this was not such an arrest as would, under the 16th section of the act, deprive the creditor of the securities over the debtor's property to which he was entitled under the act. *Houlditch v. Collins*, 6 Jur. 935—R. [6286]

The certificate of a stock-broker of a fund stand- ing in the Bank of England—Held, insufficient evi- dence of that fact as between vendor and purchaser. *Glynn v. Bell*, 2 Beav. 17. [6286]

STOPPAGE IN TRANSITU—See SALE.

SUBPENA—See EVIDENCE.

SUMMONS, JUDGE'S—See PRACTICE.

SUMMONS, WRIT OF—See PRACTICE.

SUNDAY.

Quære, whether the master of a vessel, having entered a port, is bound to proceed to the ultimate

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Abstract of Settlement made on the marriage of C.G. Rigby Collins esq with Miss Annabella Mary Gardiner as to the trusts of the sum of £4000 thereby secured

6th April 1825

X Consideration

By Indenture of this date made between the **Rev Christopher Rigby Collins** of the Royal Crescent in the city of Bath clerk of the 1st part the **Rev John Gardiner** of the same city D.D. of the 2nd part **Christopher Gerard Rigby Collins** of the said city of Bath esq son of the said **Christopher Rigby Collins** of the 3rd part **Annabella Mary Gardiner** of the city of Bath aforesaid spinster daughter of the said **John Gardiner** of the 4th part and the **Rev William Collins Colton** of Middle Hill in the parish of Box in the county of Wilts clerk and **William Gardiner** of Exeter College Oxford esq therein described as Trustees appointed for the purposes therein mentioned of the 5th part

Reciting therein and then intended marriage between the said **Christopher Gerard Rigby Collins** and **Annabella Mary Gardiner**

And reciting that upon the treaty for same and to secure a provision for the said **Christopher Gerard Rigby Collins** and **Annabella Mary Gardiner** his intended wife and the issue of such marriage it had been agreed between the said **C. Rigby Collins** and **John Gardiner** that he the said **John Gardiner** should on the execution of the now abstracting Indenture of Settlement pay unto the said **C. Rigby Collins** the sum of £2000 for his own use and should also execute a Bond of even date therewith for payment of the further sum of £4000 unto the said **C. Rigby Collins** his executors etc within 6 months next after the decease of him the said **John Gardiner** and should covenant for the payment thereof in manner therein expressed

And that thereupon the said **C. Rigby Collins** should grant and secure unto the said **C.G. Rigby Collins** and **Annabella Mary Gardiner** his so intended wife and to the survivor of them an annuity of £570 for the life of him the said **C. Rigby Collins** in manner therein mentioned and should likewise execute a Bond also of even date with said Indenture unto the said **William Collins Colton** and **William Gardiner** for payment of the principal sum of £12000 within six months next after the decease of him the said **C. Rigby Collins** and should covenant for the payment thereof in manner therein also expressed upon and for the several trusts intents and purposes therein declared concerning the same

It is witnessed that in pursuance of the said agreement on the part of the said **John Gardiner** and in x of said marriage the said **John Gardiner** did thereby for himself his heirs executors etc covenant with the said **C. Rigby Collins** his executors etc that the heirs executors or administrators of him the said **John Gardiner** should within 6 months next after his decease pay unto the said **C. Rigby Collins** his executors etc the sum of £4000 in addition to the said sum of £2000 so then paid by the said **John Gardiner** to the said **C. Rigby Collins** as aforesaid for his and their own use subject nevertheless to the proviso therein and herein mentioned

And that for further securing the payment thereof the said **John Gardiner** did by his Bond bearing even date with the said abstracting Indenture of Settlement become bound unto the said **C. Rigby Collins** his executors etc in the penal sum of £8000 subject to the proviso therein contained for making void the same upon payment by the heirs executors or administrators of him the said **John Gardiner** to the said **C. Rigby Collins** his executors etc of the said sum of £4000 within 6 months next after the death of him the said **John Gardiner** in manner before expressed

X And it is also witnessed that for the x aforesaid and in performance of the said agreement on the part of the said **C. Rigby Collins** and for the purpose of raising and securing a provision for the said **C.G. Rigby Collins** and his said intended wife and the issue (if any) of said marriage he the said **C. Rigby Collins** did thereby for himself his heirs executors and administrators (inter alia) with the said **William C. Colton** and **William Gardiner** their executors administrators and assigns that the heirs executors or administrators of him the said **C. Rigby Collins** should within 6 months next after his decease pay unto the said **William C. Colton** and **William Gardiner** or to the survivor of them their or his executors etc or other the Trustees or Trustee for the time being of the said Indenture of Settlement the clear principal sum of £12000

And for securing the payment thereof the said **C. Rigby Collins** did by his Bond bearing even date with the said Indenture become bound unto the said **William C. Colton** and **William Gardiner** their executors etc in the penal sum of £24000 covenanted to be void on payment of the said sum of £12000 in manner as therein mentioned

And it is thereby declared that immediately after payment to or receipt by them the said **William C. Colton** and **William Gardiner** or the survivor their or his executors etc or the Trustees or Trustee as aforesaid of the said principal sum of £12000 so covenanted and secured to be paid to them within 6 months next after the decease of the said **C. Rigby Collins** as aforesaid they the said **William C. Colton** and **William Gardiner** or the survivor etc should stand possessed thereof To the uses and upon the trusts thereinbefore mentioned and expressed and amongst others that in case there should not be any child of the said then intended marriage or there being any such if all the sons should die under 21 without leaving lawful issue and all the daughters should die under that age and unmarried then that all and every the uses trusts powers provisoes directions and agreements thereinbefore declared of or in any wise concerning the same children respectively should cease determine and be utterly void to all intents and purpose as fully and effectually as if the same had never existed and the said abstracting Indenture of Settlement had not been made and executed and that then and in such event they the said **William C. Colton** and **William Gardiner** and the survivor etc their or his executors etc or others the Trustees or Trustee as aforesaid should stand possessed of or interested in the said principal sum of £12000 or the stocks funds and securities on which the same might be then invested in manner following that is to say

As to the sum of £11000 part of the said principal sum of £12000 or the stocks funds and securities aforesaid In Trust either to pay assign transfer and make over the same or the stocks funds and securities whereon such principal sum of £11000 might be so then invested together with the interest and dividends (if any) thereof but subject at all times to the life interest of the said **Annabella Mary Gardiner** therein and also subject to the proviso last thereinbefore contained and hereinbefore mentioned unto the said **C.G. Rigby Collins** to and for his own absolute use benefit and disposal or as he should direct or appoint or in default of such direction or appointment therein to all and every the next and nearest of kin of him the said **C.G. Rigby Collins** in equal degree who should be living at the time of his decease to whom the then existing Trustees or Trustee of the said Indenture of Settlement were or was thereby respectively directed to pay assign and transfer the same accordingly And as to the sum of £1000 residue of the said principal sum of £12000 or of the stocks funds and securities aforesaid In Trust to the benefit of the said **John Gardiner** or as he should direct or appoint

And it was by the said now abstracting Indenture of Settlement expressly declared and agreed between all the said parties thereto so far as they were respectively interested therein and particularly by and on the respective parts and behalves of the said **C. Rigby Collins** and **John Gardiner** and the said **C. Rigby Collins** did thereby for himself his executors administrators and assigns covenant with the said **John Gardiner** his heirs executors and administrators that in case the said **Annabella Mary Gardiner** should depart this life without leaving issue of the said intended marriage living to attain such vested interest as last aforesaid in the said principal sum of £12000 or the stocks funds or securities on which the same might then be invested then and in such event he the said **C. Rigby Collins** his executors administrators or assigns should in case the said **John Gardiner** should be also then dead and the heirs executors or administrators of the said **John Gardiner** should have paid unto the said **C. Rigby Collins** his executors etc the said sum of £4000 in x of the said Bond of him the said **John Gardiner**

and his covenant thereinbefore contained for that purpose as aforesaid repay refund and return the said sum of £4000 unto and to the use of such person or persons for such ends intents and purposes and in such manner and form as he the said **John Gardiner** either before or after the decease of the said **Annabella Mary Gardiner** without issue of the said intended marriage as aforesaid by any deed or deeds instrument or instruments in writing with or without power of revocation and new appointment to be by him sealed and delivered in the presence of and attested by 2 or more credible witnessess or by his last Will and Testament in writing or any codicil thereto to be by him respectively signed sealed and published in the presence of and attested by the like number of witnessess should direct limit or appoint give or bequeath the same and in default of such direction limitation or appointment gift or bequest then that he the said **C. Rigby Collins** his executors administrators or assigns should in like manner repay refund or return the said sum of £4000 unto the nearest and next of kin of him the said **John Gardiner** who should be living at the respective times of the decease of him the said **John Gardiner** and **Annabella Mary Gardiner** his said daughter as aforesaid

But in case default should be made by the said **C. Rigby Collins** his executors etc in repayment of the said sum of £4000 upon the events aforesaid contrary to the true intent and meaning of the said Indenture of Settlement that then it was thereby expressly declared that it should be lawful for the then existing Trustees or Trustee of the said Indenture of Settlement to deduct and retain the said sum of £4000 out of the said sum of £11000 thereinbefore mentioned or from and out of the stocks funds and securities whereon the same might be then invested as aforesaid and such Trustees or Trustee were and was thereby respectively especially directed to pay the said sum of £4000 to such and the like uses or upon the trusts and for the ends intents and purposes and subject to the same powers provisoes

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limitations conditions and agreements as were last thereinbefore expressed and declared and contained of and concerning the same and to for and upon no other use trust end intent or purpose whatsoever

But if the said **John Gardiner** should happen to be living at the time of the decease of the said **Annabella Mary Gardiner** without leaving issue as aforesaid then the said Bond or obligation of him the said **John Gardiner** should be by the said **C. Rigby Collins** his executors etc delivered up to the said **John Gardiner** or to any person or persons whom he might appoint to receive the same for the purpose of being cancelled and destroyed and thereupon the said **John Gardiner** his heirs executors and administrators and every of them should stand and be wholly acquitted released and discharge of and from the payment of the said sum of £4000 and every part thereof.

Executed by all parties and duly attested.

(DD/GLC/25 Taunton Record Office)