34174

John Roberts of Brighton in the County of Sussex Gentleman maketh Oath and saith that he remembers and was well acquainted with Richard Burton formerly of Brighton aforesaid Mariner and the whole of his family he this Deponent being a near Neighbour of the said Richard Burton and always living on terms of the greatest intimacy with him And this Deponent also saith that he well remembers the Marriage of Sarah Burton one of the Daughters of the said Richard Burton some time in the year 1797 with Samuel Sutherland of the Royal Artillery then Quartered at Brighton And that there were Issue of such Marriage four Children Viz. Sarah Sutherland William Sutherland Mary Ann Sutherland and Ann Sutherland and no other Issue and this Deponent further saith that the said Mary Ann Sutherland departed this life in the year 1821 and the said Ann Sutherland in the year 1824 without having ever been married leaving their Sister Sarah Sutherland and their brother William Sutherland then surviving and that the said Sarah Sutherland and William Sutherland are still living and residing at Brighton aforesaid.

J Roberts

Sworn at my house in Stony Garden Terrace this 25th Day of January 1836 before me Chas Bickerdike

25th Feby 1826 -

Affidavit of John Robertson as to Identity of the Family of the Burtons of Sutherlands.

34175

Copy of the Attorney Genl's Opinion relative to Mr Ironmonger's Encroachment at Brighton

I have perused the Abstract of His Majesty's Title to that part of the property which includes the Road in question and it appears that the legal estate is in the D of Wellington Sir S Hulse and Sir W. Knighton – I think also it is quite clear, if the Line b in the second plan be the situation of the Wall erected by Mr Ironmonger, that he has encroached upon His Majesty's Property and that an Action of trespass may be maintained against him in the names of the Trustees above mentioned – I think from the description of the property purchased by Mr Ironmonger, as set out in the Deed of purchase and the Plan to which the Deed refers it is by no means certain that he will be obliged to remove the angle of the building cut off by the dotted Line; but as it is clear that he has encroached on the Kings property by the curved wall which includes this angle; I think the whole question may be tried without risk, and that even if he should establish his right to the angle, a verdict will still pass against him. If an action should be commenced and the Defendant should propose a Reference I should recommend a compliance with such proposal; because altho' the name of His Majesty will not appear upon the Record, yet it must be known that His Majesty is the real plaintiff, which in so inconsiderable an object of contest it is certainly desirable, if possible, to avoid.

J. J. Copley

Feby 7th 1826.

Copy
of the Attorney Genl
Opinion on Mr Fere-
-manger's Encroach-
-ment at Beighton

Norfolk Street
10th April 1826.

Dear Sir,

I have the pleasure to inform you that Mr Jerningham gave his consent a few days for the removal of his Commission upon his Majesty's ground, appropriated for the new Road at Brighton; in consequence of which I gave Mr Nixon Instructions to another the required Alteration, & inclosed I send you a Copy of his Report —

This affair I hope may now be considered as settled & perhaps some opportunity may be found of getting the Deeds executed by His Majesty which Mr Nash requires — I have the Honour to be

Dear Sir
Your Ob.t & Faithful Servt.
W. W. Gedling

To
George Harrison Esq
&c. &c. &c.

10 April 1826

Mr Spedding

Stating that Mr Stonemonger had communicated to him the Boundary Wall taken down and enclosing Copy of a Letter from Mr Nizzo stating that it had been done.

Rd 11 April 1826
Sent same Day to
Mr Ks

34177 [Enclosure]

(Copy).

Kings Palace in St James' Park
4th April 1826.

Sir,

Having received your instructions on the 23th March to take down a part of the boundary wall at the back of Premises belonging to R: Ironmonger Esq situate in North Street Brighton considered an encroachment upon His Majestys Property as regarded the formation of a new Road leading into Princes Place .. I beg leave to inform you that the same is done and the wall rebuilt according to the line first intended and shewn (dotted) on the original Plan the small building adjoining the wall and the paving in yard is also made good, and Mr Creasey on receiving back the key expressed himself satisfied as to what was done

I am Sir
Your obedt Servt
Wm Nixon

Appedeling Esq

Copy 4 April 1826

Mr. Nixon

to

Mr Spedding

respecting the Boundary Wall at Brighton

Private

Royal Lodge
12 April 1826

My Dear Friend

The King was delighted that we had got the letter of Mr Ironmonger. I may enquire of Mr Spedding if the Shops & all the other nuisances have been done away with.

Yours very affect

J W K

Royal Lodge
12 April 1826

Sir William Knighton

returning Mr Reddings
Letter and enclosure
respecting the Boundary
Wall at Brighton

Norfolk Street
29th May 1826.

Dear Sir,

What business I think I give to the enclosed, received by the Post this morning —

Yours, Dear Sir, faithfully
William Wedderburn.

To
George Maxwell Esq
&c. &c. &c.

Norfolk Street
9 Aug 1826

Mr Spedding
enclosing Letter from
Mr Hall of Brighton
relative to the Conduct
of his Physician

34180 [Enclosure]

Brighton May 8. 1826

My Sir

I am very much disappointed in not hearing from you - respecting my business with His Majesty - being fully prepared in my last interview with - every thing would be strictly settled long before this time - should there be no hope of bringing the business to a close - immediately

will you be so kind as to
give me a line as I will
again write to Sir W. Knighton
to tell him how much
I am inconvenienced by the
delays. I was fully prepared
after Mr Ivory's report, to have
settled - mine would have
been immediately concluded -

I am
Spedding & Yours very truly
J. Hale

Shuttleworth Esq.
Solicitor
Norfolk St
Strand

fee

34182

Bill £ 26 : 10 : 6

Dear Sir,

As the time is now arrived that you will receive the Dividends in Robert's matter will you cause an requesting the favour of your paying the amount of our Bill delivered to Mr. Charles Cooper.

We remain

Dear Sir

Yours very faithfully

Brighton Dec: 31st 1864

[illegible]

34183

Charles Bathurst Esqr

34184

Henry Saunders considers Mr Hall has not fulfilled his contract in the following particulars.

1st Cumberbatch Suffrd. Spoke The Entrance to the Wine Office on the West side still remains –

2nd Same The Entrance on the same side, to the Tea Shop at the South Corner also still remains –

3rd " Same They still make use of the front court for unpacking and packing Wine, which is considered by every person a great nuisance 6 and 12 Hampers – repeatedly stand there all Day long, which of course constitutes it a nuisance – this is contrary to the contract.

4th " Same The Entrance on the East side to the Coach Office at the corner of the South front is occasionally opened which was to be stopped –

Mr Hall in answer to the 1st & 2nd particular says he has given the parties notice of it. and they in answer say they have received Sir William Knighton's sanction even to build a Wine Cellar in front under the superintendance of the the late Mr Nixon that being the case he Mr Hall says he could

not

not make them stop up the Door ways. Mr Hall says he had mentioned it to Mr Spedding and wished him to take proceedings against the party and he Mr H would pay all the expences. but supposed it would not be wished in consequence of Sir Wm Knyghton's having given the parties leave to build the Cellar. for the further accomodation of their carrying on the business which he Mr Hall says they have no authority for doing. and which prevents him from completing his Contract.

In answer to the 3rd particular Mr Hall says he considers it a great nuisance their unpacking Wine thereby allowing making a litter of Straw &c in front of the Chapel which Mr Hall says he has no authority to prevent their doing; but says it might be prevented by His Majesty's enclosing the whole of that space of ground in front of the Chapel with an Iron fence leaving a foot path up to Mr Hall's Houses - and Mr Hall thinks there would be no objections to its being done - if this could be done H. Saunders considers it would be very beneficial to His Majesty as it would be securing that plot which there has always been a doubt upon.

Mr Hall in answer to the 4th particular says

the Door was shewn in the plan submitted to His Majesty consequently thinks they have a right to make use of it — H. Saunders's opinion thinks Mr Spedding said they have no right to make use of it as it opens into the Coal Office

Memorandum

respecting Mr Hall's
Contract with His Majesty

19 Mar:
1827 Copy hereof given
to Mr Spledding, with
Directions to enforce
all the Contracts entered
into by Mr Hall

His Majesty's Pavilion at Brighton.

Having this day inspected His Majesty's Pavilion at Brighton, I beg leave to report,

That On a careful examination of the Building it appears that the Ceiling of the Portico in front of His Majesty's Bed room and also that of the Portico to His Majesty's Pages rooms, both of which are executed in Mastic, are so completely decayed as to require to be taken down. The Mastic of the roof over the Western Entrance is in so ruinous a state that I have been induced to direct its being covered with Copper. –

The dry rot has made its appearance in different parts of the building, particularly in the Office Passages, where a great part of the Skirtings and bond timbers have been destroyed thereby, and the timbers of the Lamp room floor were found, on examination, in so dangerous a state as to render it necessary that they should be taken out and replaced with new. – The dry rot has also been detected in the Little Pastry and Store rooms. –

The Coppersmith is proceeding satisfactorily with the copper covering to the Turrets over the Grand Dining and Music rooms, and the Plasterer is constantly employed in repairing the mastic where necessary. –

The jobbing repairs for the next six weeks will amount to about ninety pounds, and the Copper covering, new ceilings &c, which will be executed within that time, to about Two Hundred pounds, making together for the estimated expense of the next six weeks about Two Hundred and ninety pounds. –

J H Good, Archt

26. May 1827.

To, Sir Wm Knighton Bart.
&c &c &c.

Norfolk Street, Strand.
14th August 1827

Dear Sir;

With respect to the Nuisances which have been complained of, as committed by the sub Lessees of Mr Hall, adjoining His Majestys Pavilion at Brighton, upon the subject of which we have had frequent communications I am now enabled to report, after much attention and enquiry, that there is no longer, in my opinion, any reasonable ground of Complaint, and that the terms of Mr Hall's Covenant, with reference to the use to be made of the Ground and of the Buildings erected thereon, may be considered as satisfactorily complied with-

I have to request that you will make this communication for me to Sir William Knighton or Mr Harrison, suggesting, at the same time, the expediency of inclosing, with an Iron railing, the vacant place called Chapel Entrance, which I am clearly of opinion, will be the most, or the

only effectual mode of preventing the recurrence of similar inconveniences, and which I think should be done without any delay

I am Dear Sir

Yours very truly

Albert

To

Fred: Drawer Danvers Esqre

rence
link

14th Augt 1827

Mr Spedding

Stating satisfactory result of his Communication with the Sub. Lessee of Mr Hall, at Brighton —

B. Recommending the inclosing with an Iron Railing the vacant place called the Chapel Entrance —

Duchy of Lancaster
Waterloo Bridge
15th Aug: 1827 -

Dear Sir,

I have this morning had an opportunity of communicating to Mr Harrison the contents of your Letter of yesterday's date, and he has directed me to write to you in reply, to authorize the inclosing, with an Iron Railing, the vacant place near the Pavilion at Brighton called Chapel Entrance, ~~—~~ suggested in your Letter as the most, or the only, effectual mode of preventing the recurrence of the inconveniences complained of on that side of the Pavilion -

I am, dear Sir,
Yours faithfully -
(signed) Jas Dawes Dawers -

Anth.y Spedding Esq

15th August 1877

To Mr Spalding

Authorizing the inclosure of a vacant place near the Pavilion Brighton, with an Iron Railing —

Dear Sir

I delayed sending the Draft of Release till Mr. Roberts should have handed me the Certificat of Ann Wingham's Baptism which I understand I was to receive on the Monday – as I know it can be obtained easily & that she is of Age I send you the Draft for Mr. Bicknell's perusal – & with it the Draft of the former Deed on which the present is to be indorsed – It will be necessary to send a power of Attorney – for the Sale of the £790. 8. 1. 3 per cents – which I will get executed ~~at the time~~ immediately by Mr. Roberts & return to you to get executed by Mr. Bicknell – this must be done as you & Mr. Sinclair order will perceive before the Deed can be executed & the account settled – I will thank you to get the Deed stamp't for the Indorsement & send it to me with the power of Attorney when you return the Draft – Mr. Bicknell has some interest in his hands at present but he has at the same time a demand on the Trustees – the particulars of which I am I believe well acquainted with & shall be happy to assist in settling the Account – I shall of course require the Cert. of Baptism when the Deed is signed – Yrs faithfully

Brighton 27 Feb 1827 T. Attree

34190

Chas. Jones Esq
Mrs. Knight James Knight
Esqr
St. James's Sqr
London

Expiration
Mr. Atkins

34191

Sir

We beg leave to inform you that agreeably to your directions we yesterday sold out of the funds in names of Yourself and John Roberts

£798. 8. 1 3pc Cons. 87 1/8 — £695. 12. 3

Com — 1

Proceeds of your account is £694. 12. 3

Credited — We are Sir

Your most obedt Servts

Charing Cross

Oct. 12 1837 — Coutts Brownlow & Brownlow

Charles Richard Cope

12th Oct. 1827.

Messrs Biddulph & Co:
acct. of sales of
Stock on the
joint acct. of Mr
Bicknell & Mr. Robertson.

Alexander Blackmore Esqr.

34192

34193

Chas. Bicknell Esq
as Trustee for His Majesty

In Acct. with W. J. Roberts
Trustee for Burton's Family.

	£			
1/2 Years Dividend on 2395 — received January 1826		—	35.	18. 6
P.d Mess. Atkin & Carter their Bill		—	22	19. 8
			12.	18. 10
1/2 Yr. Int. 790l. S. 1.	July 1826	—	11.	19. 6
D.o	Jan. 1827	—	11.	19. 6
	July 1827	—	11.	19. 6
			48	17. 4
Deduct for receipt of Dividends from the commencement of the Trust postage &c	10. 10 —			
P.d for Stamps &c for Rec.t from Miss Wingham	2 2			
P.d Agent for perusal of Deed &c	1. 1		13.	13. 0
			35.	4. 4

19.th Oct. 1827 — paid to —
Mr. T. Atkree with the amount
of the produce of the 790l. S. 1 Stock — to settle
with Miss Wingham & Mr. Roberts — & get the Assignment executed

Account & Bill
19 Oct. 1827 on
& Mrs with Mrs Ch
Wingham

34194 Mr Bicknell — Dr

To the Estate of the late
Mr Richd Burton decd —

1826 — £790 0 1 — 3 pct Cons Consols —

Half a Years Int of £2395 4 3 — 3 pct Cons Consols due 5th Jany 1826 — — — — — — — — 35. 18. 6

Int of £790 0 1 — 3 pct Cons Consols — from — — 23. 19 —

59. 17. 6

on account Bill 22. 19. 0

36. 17. 10

£			£ s d
2395	Jany 1826	Dividend	35. 18. 6
790 0 1	July 1826	Dividend	11 0 19. 6
	Jany 1827	Dividend	11 - 19. 6

Mr. Bickwell
To the Estate of the
late Mr. Richd.
Burton deceased.

Norfolk Street
5th Jany. 1828.

Dear Sir,

I take the liberty of entering to you Sir Majesty's Bills from the year 1825 inclusive to the end of the last year, & shall feel obliged if you will be kind enough to put them into any form of settlement which may be most proper —

I am happy to say that we have been enabled without further Intermediation, to ground with the consent of the Conductors of Brighton, & no Opposition need, I believe, now be apprehended —

I have obtained from the Lords of the Manor a Grant, to the Trustees of Sir Majesty, of the Piece of Ground in question, to be held at a nominal Rent, by Copy of Court Roll, according to the Custom of the Manor; & the Lords are willing to execute an Enfranchisement — which prevents

as the whole of the other property of His Majesty has been expenditure, might be desirable. Of this, however, you will judge —

Dear Sir,
Your faithful Servant
[illegible] Stockmar.

To
George Warrington Esq
[illegible]

Norfolk Street
5 Jany 1828

Mr Wedderburn

enclosing his Lordship's
and recommending that
a piece of Copyhold Ground
purchased for His Majesty,
in the Name of Trustees,
may be enfranchised.

R 7 January 1828

Norfolk Street 12th Jany 1828.

My dear Sir,

I duly received your Favor of the 10th instant & shall instead (upon a Separate Sheet as being more convenient) a Statement of Mr. Watts Government Claims upon His Majesty which may probably be sufficient for the Object you have in view — Should however any further Explanation be required, I can immediately supply it —

I have given the necessary Directions for the Enfranchisement, & will inform you, so soon as I can, what the expence attending it will be — It cannot be considerable —

I am, Dear Sir
Your faithful & obedient Servt
[illegible] Hobhouse

To
George Harris Esq
[illegible]

12 Jan 1828

Mr. Sandwith

Mr. —

Statement of Mr Halls claims upon His Majesty with reference to the late arrangements at Brighton.

Mr Hall claims, in the first place, the balance of the Cash account on the other side – I have very carefully considered it and believe it to be correct.

Mr Hall himself expected a larger balance; but that, which this account exhibits, is, I think, the whole which is fairly and justly due, and he will now, I believe, be content to accept it as a final Settlement –

Mr Hall also ~~solicits of His Majesty~~ solicits the execution by His Majesty of certain deeds, which he considers necessary to the validity of his title, and, with reference to which, the circumstances are as follows.

The portion of the Castle Tavern, which His Majesty retains, being of greater value than that which Mr Hall has purchased, His Majesty is intitled to the custody of the Deeds, covenanting for their production, to Mr Hall and his heirs, in the usual manner.

In like manner, in the case of the Purchase from Mr Hall of the Houses in North Street, His Majesty, having taken the largest part of the Estate, has the custody of the Deeds, covenanting, as in the former case, for their production – Thus therefore there are two

His Majesty in acct. with John Hall Esq.

Deeds of Covenant for production of Deeds, ~~required from~~ to be executed by His Majesty, one to Mr Hall, as to the Castle Tavern Deeds, and a second to Mr Brewster, the Purchaser from Mr Hall of one of the Houses in North Street, embracing the Deeds of that Property, – I think Mr Halls claim in this respect is correct, and that without the Deed in question his title will not be effectual.

Mr Hall is also desirous that His Majesty, ~~should~~ would graciously pleased to sign a receipt, in the common form, for the purchase money of the Castle Tavern to be indorsed upon his purchase deed, and which was omitted, when that deed was executed, as not usual in the case of Conveyances by the King.

This is a form merely, and cannot, I think, be deemed a necessary one – but Mr Hall's lessees refer to the late Act of Parliament regulating the disposition of the Property, which was vested in His Majesty at the time of his accession to the Crown, under which the sale to Mr Hall took place, and by which such Property is authorized to be sold by the same forms as are usual in the case of subjects – and as, in the case of subjects such receipts are usual, they are anxious that ~~an~~ His Majesty should be pleased to sign ~~receipt~~ one in the present instance – and it will, Mr Halls say, materially facilitate his arrangements if it can be supplied –

A. S.
12th Jany. 1828.

His Majesty in acco^t. with John Hall Esq.

By the purchase money of two houses in North Street	8000	27 that Day? By Cash payment to Mr Hall this day, on execution of deeds	2734.5.
By Mr Halls payment to Mrs Craddock to induce her to quit immediately without legal Notice, that possession might be given to His Majesty	10.10.0	By allowance for a piece of Ground comprized in the Contract, but which Mr Hall in consequence of his arrangements with Messrs Mills found it necessary to accept	15.15.
By proportion of rent £40 per Annm. for the House late in the occupation of Mrs Craddock from 23rd August 1822 when possession thereof was delivered to Mr Tuppen 9th July 1823 when possession of the said Castle Tavern was delivered to Mr Hall	34.19.0	By price of Castle Tavern (as per Contract) of which possession was 27 that Day? this day delivered	5250.
By amount of Mr Halls legal expences due to Mr Bovill his Solr. and to which he is intitled by the Contract	60.0.6	Balance due to Mr Hall	105.9.6
£ 8105.9.6		£ 8105.9.6	

12 Jan 1828

Cellars are made by Mrs Hall's party under the ground granted to His Majesty by the Lords of the Manor, and also the Road & foot path left for the accomodation of Mrs Hall's Houses is also on the Land granted by the Lords -

Some memorandum should be taken from them for such suffrance -

It appears that the Parties have built the new Houses to the very extremity of their ground, so that in fact they have no access to their Houses but over the King's Ground