ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 122.

An Act for appointing new Truſtees for carrying into Execution the Truſts and Powers contained in the Settlement executed on the Marriage of *John Amphlett* Eſquire, with *Eliza Ann* his Wife.

[18th *June* 1808.]

Indentures of Leaſe, Releaſe, and Settlement, dated 29th and 30th Dec. 1788.

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-ninth and Thirtieth Days of *December* One thouſand ſeven hundred and eighty-eight, the Releaſe being of Six Parts, and made between *John Amphlett* of *Clent*, in the County of *Stafford*, Eſquire, of the Firſt Part; *Thomas Hill* Eſquire and *Eliza Ann* his Daughter, by her then Deſcription of *Eliza Ann Hill*, Spinſter, of the Second Part; *Waldron Hill* Eſquire and *Joſeph Amphlett* Merchant, of the Third Part; *Thomas Waldron* and *Wilſon Ayleſbury Roberts* Eſquires, of the Fourth Part; the Reverend *John Amphlett* Clerk, and *Melſop Hill* Gentleman, Second Son of the ſaid *Thomas Hill*, of the Fifth Part; and *Thomas Hill* the younger, and *Wilſon Ayleſbury Roberts* the younger, Eſquires, of the Sixth Part; being the Settlement executed previouſly to the Marriage which was then intended and ſoon afterwards ſolemnized between the ſaid *John Amphlett* and *Eliza Ann* his Wife, in Conſideration of the ſaid then intended Marriage, and for other Conſiderations mentioned in the ſaid Indenture of Releaſe and Settlement, ſeveral Hereditaments in the Counties of *Stafford*, *Salop*, *Worceſter*, and *Hereford*, with their Rights, Members, and Appurtenances, were conveyed (but ſubject to certain Mortgage Debts, and to the Securities for the ſame) to the Uſes upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, Agreements, and Declarations in the ſaid Indenture of Releaſe and Settlement expreſſed or

contained, and in Part herein-after mentioned; (that is to say,) to the Use of the said *Thomas Waldron* and *Wilson Aylesbury Roberts*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon Trust, by the Ways and Means in the said Indenture mentioned, to raise the Sum of Three thousand nine hundred and twenty-five Pounds, and to pay the Sum of Two thousand Pounds, Part thereof, to *Edmond Andrews* Esquire and *Elizabeth* his Wife, and to pay the Sum of One thousand nine hundred and twenty-five Pounds, the Residue thereof, to *Margaret*, then the Widow of *Edward Andrews* Esquire; and after the Expiration or sooner Determination of the said Term of One thousand Years, to the Use of the said *John Amphlett* and his Heirs, until the Solemnization of the said then intended Marriage; and after the Solemnization thereof, to the Use of the said *John Amphlett* for his Life, without Impeachment of Waste; Remainder to the Use of the said *Waldron Hill* and *Joseph Amphlett*, and their Heirs, during the Life of the said *John Amphlett*, in Trust to preserve the Contingent Remainders therein-after limited; and after the Decease of the said *John Amphlett*, to the Use and Intent that the said *Eliza Ann Hill*, in case she should survive the said *John Amphlett*, should, during her Life, receive and take One Annuity or Yearly Rent Charge of Six hundred Pounds for her Jointure, and in bar of her Dower or Freebench, to be issuing and payable out of all and every the Hereditaments comprised in the said Indenture of Release and Settlement, and with the usual Powers and Remedies of Distress and Entry, and Perception of Rents and Profits for recovering and compelling Payment thereof, when in Arrear, and subject thereto, to the Use of the said *Melsop Hill* and *John Amphlett* Clerk, their Executors, Administrators, and Assigns, for the Term of Ninety Years, upon the Trusts in the said Indenture of Release and Settlement mentioned, for better securing the Payment of the said Annuity; and after the Expiration of the said Term of Ninety Years, to the Use of the said *Thomas Hill* the younger and *Wilson Aylesbury Roberts* the younger, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to commence from the Death of the said *John Amphlett*, upon Trust, by the Ways and Means in the said Indenture of Release and Settlement mentioned, to raise certain Sums of Money for the Portions of the Daughters and younger Sons of the said then intended Marriage; and after the Expiration or sooner Determination of the said several Terms of One thousand Years, Ninety Years, and Five hundred Years, to the Use of the First and every other Son of the said *John Amphlett* by *Eliza Ann* his then intended Wife, severally and successively, according to their respective Seniorities, in Tail Male; and for want of such Issue, to the Use of the said *Thomas Hill* the younger and *Wilson Aylesbury Roberts* the younger, their Executors, Administrators, and Assigns, for the Term of Seven hundred Years, upon Trust, on such Failure as in the said Indenture is expressed of Issue Male of the said then intended Marriage, to raise the Sums of Money therein mentioned, for additional Portions for the Daughters of the said then intended Marriage; and after the Expiration or sooner Determination of the said Term of Seven hundred Years, to the Use of the First and every other Son of the said *John Amphlett*, by any after taken Wife or Wives, severally and successively, according to their respective Seniorities, in Tail; and in Default of such Issue, to the Use of all and every the Daughter and Daughters of the said *John Amphlett* by the said *Eliza Ann* his then intended Wife, to be divided between or among them, if more than one,

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as Tenants in common in Tail, with Croſs Remainders, between or among them in Tail; and if all the ſaid Daughters, ſave one, ſhould die without Iſſue, or there ſhould be but one ſuch Daughter, to the Uſe of the ſaid *Melſop Hill* and *John Amphlett* Clerk, their Executors, Adminiſtrators, and Aſſigns, for the Term of Eight hundred Years, upon Truſt, by the Ways and Means in the ſaid Indenture of Releaſe and Settlement mentioned, to raiſe the Sum of Four thouſand Pounds for the Benefit of the ſaid *Eliza Ann Amphlett*; and after the Expiration or ſooner Determination of the ſaid Term of Eight hundred Years, to the Uſe of the ſaid *John Amphlett*, his Heirs and Aſſigns, for ever: And by the ſaid Indenture of Releaſe and Settlement it is provided and declared, that it ſhould be lawful for the ſaid *Waldron Hill* and *Joſeph Amphlett*, or the Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, at any Time thereafter, during the joint Lives of the ſaid *John Amphlett* and *Eliza Ann* his then intended Wife, or during the Life of the ſaid *John Amphlett*, in caſe he ſhould ſurvive the ſaid *Eliza Ann*, with the Conſent and Approbation of the ſaid *John Amphlett* and *Eliza Ann* his Wife, during their joint Lives, and of the ſaid *John Amphlett* in caſe he ſhould ſurvive the ſaid *Eliza Ann*, to make Sale or diſpoſe of, or to convey in Exchange, all or any Part or Parts of the Hereditaments compriſed in the ſaid Indenture of Releaſe and Settlement, unto any Perſon or Perſons whomſoever, either together or in Parcels, for ſuch Price and Prices as to them ſhould ſeem reaſonable; and on Payment of the Monies ariſing by Sale of any Part or Parts of the ſame Premiſes, to ſign and give proper Receipts for the Monies for which the ſame ſhould be ſold, which Receipts ſhould be a ſufficient Diſcharge to any Purchaſer or Purchaſers for ſo much of the Purchaſe Monies as ſhould be therein acknowledged to be received, and ſuch Purchaſer or Purchaſers ſhould not afterwards be anſwerable or accountable for any Loſs, Miſapplication, or Non-Application of ſuch Purchaſe Money, and all and every the ſaid Hereditaments ſo ſold, ſhould be and remain for ever thenceforth freed and abſolutely diſcharged of and from all and every the Uſes, Eſtates, Truſts, Limitations, Covenants, Proviſoes, and Agreements, in and by the ſaid Indenture of Releaſe and Settlement limited, expreſſed, and declared, of and concerning the ſame Premiſes reſpectively, ſubject nevertheleſs to ſuch Leaſes as ſhould have been made by virtue of the Power therein for that Purpoſe contained: Provided nevertheleſs, that the Monies ariſing from ſuch Sale or Sales ſhould, with all convenient Speed, be laid out and diſpoſed of by them the ſaid *Waldron Hill* and *Joſeph Amphlett*, or the Survivor of them, his Executors or Adminiſtrators, by and with the Conſent and Approbation of the ſaid *John Amphlett* and *Eliza Ann*, his then intended Wife, or of the ſaid *John Amphlett*, in caſe he ſhould ſurvive her, and be inveſted in the Purchaſe or Purchaſes of Lands or Tenements, free from Incumbrances, ſomewhere in that Part of *Great Britain* called *England*, of a clear and indefeaſible Eſtate of Freehold and Inheritance in Fee Simple, and to be ſettled and conveyed by them the ſaid *Waldron Hill* and *Joſeph Amphlett*, or by the Survivor of them, his Heirs or Aſſigns, to ſuch and the ſame Uſes, upon ſuch and the ſame Truſts, and for ſuch and the ſame Ends, Intents, and Purpoſes, and charged and chargeable in the ſame Manner, and by, with, and under the ſame Powers, Proviſoes, Declarations, and Agreements, as are before limited, expreſſed, and declared, of and concerning the ſaid Hereditaments, or as near thereto as the Deaths of Parties and other Contingencies would then admit of: And in and by the ſaid Indenture of Releaſe and Settlement it is further

agreed and declared, that until ſuch Purchaſes ſhould be made, it ſhould be lawful for the Truſtees, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, with ſuch Conſent as aforeſaid, to place out the ſaid Monies at Intereſt in the Public Funds, or in Government or Real Securities, and to alter and tranſpoſe the ſame as often as to the Truſtees for the Time being ſhould ſeem meet, and the Intereſt, Dividends, and Produce of ſuch Monies to be applied for ſuch Uſes and Purpoſes, as the Rents and Profits of the Lands and Tenements, ſo to be purchaſed, would go or be payable in caſe ſuch Purchaſes were made: And whereas the ſaid *John Amphlett* intermarried with the ſaid *Eliza Ann Hill*, on or about the Seventeenth Day of *February* One thouſand ſeven hundred and eighty-nine, and hath Iſſue by her Two Sons, namely, *John Amphlett* and *Thomas Amphlett*, and Six Daughters, namely, *Margaret Amphlett*, *Eliza Ann Amphlett*, *Harriett Amphlett*, *Mary Amphlett*, *Caroline Amphlett*, and *Louiſa Amphlett*, all Infants under the Age of Twenty-one Years, and no other Child: And whereas the ſaid *Waldron Hill* departed this Life in the Year One thouſand ſeven hundred and eighty-nine, and the ſaid *Joſeph Amphlett*, his Co-truſtee under the ſaid recited Indenture of Releaſe and Settlement, ſurvived him, and departed this Life in the Year One thouſand eight hundred and one, leaving Iſſue *Edward Amphlett* his only Son and Heir at Law, now an Infant, of the Age of Thirteen Years, or thereabouts, and thereupon the Eſtates, Truſts, Powers, and Authorities, by the ſaid Indenture of Releaſe and Settlement limited to the ſaid *Waldron Hill* and *Joſeph Amphlett* became veſted in the ſaid *Edward Amphlett*: And whereas, by reaſon of the Infancy of the ſaid *Edward Amphlett*, the ſaid Truſts and Powers cannot now be carried into Execution or exerciſed: And whereas it is for the Benefit of all Perſons beneficially intereſted under the ſaid Indenture of Releaſe and Settlement in the Eſtates therein comprized, that new Truſtees ſhould be appointed for carrying into Execution and exerciſing the Truſts and Powers contained in the ſaid Indenture of Releaſe and Settlement; but as the ſaid Indenture of Releaſe and Settlement contains no Power to make ſuch an Appointment, the ſame cannot be made without the Aid and Authority of Parliament: Wherefore, Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *John Amphlett* and *Eliza Ann* his Wife, ſeverally, for themſelves, and the ſaid *John Amphlett*, on Behalf of the ſaid *John Amphlett*, *Thomas Amphlett*, *Margaret Amphlett*, *Eliza Ann Amphlett*, *Harriett Amphlett*, *Mary Amphlett*, *Caroline Amphlett*, and *Louiſa Amphlett*, his infant Children, do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all and ſingular the Manor or Lordſhip, or reputed Manor or Lordſhip, Meſſuages, Farms, Lands, Tenements, and all and ſingular other the Hereditaments, which by the ſaid recited Indentures of Leaſe and Releaſe of the Twenty-ninth and Thirtieth Days of *December* One thouſand ſeven hundred and eighty-eight, were conveyed and ſettled to the Uſes, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, Agreements, and Declarations, expreſſed or contained in the ſaid Indenture of Releaſe, of or concerning the ſame, with their Rights, Members, and Appurtenances, ſhall, from and immediately after the paſſing of this Act, be veſted in and ſettled upon, and the ſame are hereby veſted in and ſettled upon *Wilſon Aylesbury Roberts*, of *Bewdley* in

Truſtees appointed.

in the County of *Worceſter*, Eſquire, and *John Benbow*, of *Lincoln's-Inn*, in the County of *Middleſex*, Gentleman, their Heirs and Aſſigns (but ſubject and charged as in the ſaid Indenture of Releaſe and Settlement is mentioned), to the Uſes, upon and for the Truſts, Intents and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, Declarations, and Agreements, which would now be ſubſiſting or capable of taking Effect on the ſaid Manor or Lordſhip, or reputed Manor or Lordſhip, Meſſuages, Farms, Lands, Tenements, and other Hereditaments, by virtue of and under the ſaid Indentures of Leaſe and Releaſe, if at the Time of executing the ſame Indentures of Leaſe and Releaſe the Names of them, the ſaid *Wilſon Aylesbury Roberts* and *John Benbow*, had been inſerted in the ſame reſpectively, inſtead and in lieu of the Names of the ſaid *Waldron Hill* and *Joſeph Amphlett*, and the Eſtates, Truſts, Powers, and Authorities by the ſame Indentures of Leaſe and Releaſe veſted in, and given or limited to the ſaid *Waldron Hill* and *Joſeph Amphlett*, their Heirs, Executors, Adminiſtrators, and Aſſigns, or to them the ſaid *Waldron Hill* and *Joſeph Amphlett*, and the Survivor of them, his Heirs, Executors, Adminiſtrators, or Aſſigns, or in or to the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, had been thereby veſted in and given or limited to the ſaid *Wilſon Aylesbury Roberts* and *John Benbow*, their Heirs. Executors, Adminiſtrators, and Aſſigns, or to the ſaid *Wilſon Aylesbury Roberts* and *John Benbow*, and the Survivor of them, and his Heirs, Executors, Adminiſtrators, or Aſſigns, or in or to the Heirs, Executors, Adminiſtrators, or Aſſigns of ſuch Survivor.

Power to appoint new Truſtees.

II. Provided always, and be it further enacted, That if the ſaid *Wilſon Aylesbury Roberts* and *John Benbow*, or either of them, or any Truſtee or Truſtees who ſhall be appointed in the Stead of them, or either of them, as herein-after mentioned, or their or either of their Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall die, or be deſirous to be diſcharged from, or be incapable of acting in the Truſts or Powers herein-before expreſſed or referred to, then and in every ſuch Caſe it ſhall be lawful for the High Court of Chancery, upon a Petition to be preſented in a ſummary Way, by the Perſon or Perſons, for the Time being, beneficially entitled in Poſſeſſion to the ſaid Manor and other Hereditaments, under and by virtue of the Limitations contained in the ſaid recited Indenture of Releaſe and Settlement, if ſuch Perſon or Perſons ſhall be of full Age, but if ſuch Perſon or Perſons be under Age, then by his, her, or their Guardian or Guardians, during his, her, or their reſpective Minorities, to appoint the Perſon or Perſons propoſed in the ſaid Petition, or any Perſon or Perſons named by the Court to be a Truſtee or Truſtees, in the Place of the Truſtees ſo dying or deſiring to be diſcharged, or becoming incapable to act; and thereupon the ſaid Truſts, Eſtates, Monies, and Premiſes ſhall, with all convenient Speed, be conveyed, aſſigned, and aſſured (and which Conveyances, Aſſignments, and Aſſurances, the Truſtee or Truſtees for the Time being, notwithſtanding Infancy or Coverture, is or are hereby empowered to make accordingly) in ſuch Sort and Manner as that the ſaid Truſt Eſtates, Monies, and Premiſes may, ſo far or as near as the Circumſtances of the Caſe will admit, be legally and effectually veſted in ſuch new Truſtee or Truſtees, ſolely or jointly, with the ſurviving or continuing Truſtee or Truſtees as the Caſe may be, and in his or their Heirs, Executors, Adminiſtrators, and Aſſigns, to the Uſes, upon the Truſts, and for the Intents and Purpoſes, and with, under, and ſubject to the

Powers, Declarations, and Agreements which shall then be subsisting of capable of taking Effect in the same respectively, under or by virtue ot the said Indenture of Release and Settlement and the present Act, and that such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers, Exemptions, Privileges, and Authorities of the Trustee or Trustees, in whose Room he or they shall be substituted.

Saving Clause.

III. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic or Corporate, his, her, or their Heirs, Successors, Executors, and Administrators (other than and except the said *John Amphlett* the Father, and *Eliza Ann* his Wife, and the said *John Amphlett* the Son and *Thomas Amphlett*, the infant Sons of the said *John Amphlett* the Father by the said *Eliza Ann* his Wife, and the Heirs Male of their respective Bodies, and all and every the Sons and Son hereafter to be born to the said *John Amphlett* the Father by the said *Eliza Ann* his Wife, and the Heirs Male of the Bodies and Body of all and every the said Son and Sons, and all and every the Sons and Son to be born to the said *John Amphlett* the Father by any Woman with whom he shall marry after the Decease of the said *Eliza Ann* his Wife, and the Heirs of their respective Bodies, and the said *Margaret Amphlett*, *Eliza Ann Amphlett*, *Harriett Amphlett*, *Mary Amphlett*, *Caroline Amphlett*, and *Louisa Amphlett*, the infant Daughters of *John Amphlett* the Father by the said *Eliza Ann* his Wife, and the Heirs of their respective Bodies, and all and every the Daughters and Daughter hereafter to be born to the said *John Amphlett* the Father by the said *Eliza Ann* his Wife, and the Heirs of their respective Bodies, and the Persons who now are, or hereafter may be, beneficially interested in the Trusts of the said Terms of One Thousand Years, Ninety Years, Five hundred Years, Seven hundred Years, and Eight hundred Years, and the Trustees of the said several Terms, and the Heirs and Assigns of the said *John Amphlett* the Father, and all and every other Persons and Person claiming or to claim any Estate or Interest in the said Manor and other Hereditaments, by, from, or under the Limitations contained in the said recited Indenture of Release and Settlement) all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, or out of the aforesaid Manor and other Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or might have had in case this Act had not been made.

Evidence.

IV. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof, so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by George Eyre and Andrew Strahan,
Printers to the King's most Excellent Majesty. 1808.