


ANNO QUINQUAGESIMO SECUNDO

# GEORGII III. REGIS.

## *Cap.* 194.

An Act for veſting a Meſſuage, with the Appurtenances, ſituate in *Devonſhire Square* in the City of *London*, and a Meſſuage and Lands ſituate at *Wimbledon* in the County of *Surrey*, Part of Eſtates ſettled by the Will of *Abraham Aguilar* deceaſed, in Truſtees, to be ſold, and for other the Purpoſes therein mentioned. [9th *July* 1812.]

WHEREAS *Abraham Aguilar*, formerly of *Devonſhire Square* in the City of *London*, Eſquire, in and by his laſt Will and Teſtament in Writing, dated on or about the Twenty-ſeventh Day of *February* which was in the Year of our Lord One thouſand ſeven hundred and ninety-four, and executed and atteſted in ſuch Manner as is by Law required for rendering valid Deviſes of Real Eſtates, gave and deviſed unto his Wife *Judith Aguilar* the free Uſe and Occupation of his Freehold Houſe with the Appurtenances in *Devonſhire Square* in the City of *London*, and alſo of all that his new-built Meſſuage or Tenement, with the Land, Garden Ground, Stable, Coach-houſes, Outhouſes, and Appurtenances thereto belonging, and alſo all that Slip or Parcel of Land containing by Eſtimation Seventy-ſix Feet by Thirteen Feet and an Half, more or leſs, then lately taken out of a Field or Cloſe of Ground containing Two Acres, more or leſs, of one *James Brien*, lying Northward of a Meſſuage or Cottage called the *Blue Houſe*; all which ſeveral laſt-mentioned Premiſes are ſituate, lying, and being at *Wimbleden* in the County of *Surry*, and were then lately purchaſed by him of *Charles Edward Wilſon* Eſquire; together with all and every Houſes, Outhouſes, Edifices, Buildings, Stables, Yards, Backſides, Gardens, Ways, Waters, Watercourſes, Eaſements, Paths,

Paſſages, Commons, Common of Paſture, Profits, Advantages, Hereditaments, and Appurtenances whatſoever, to the ſaid Freehold Premiſes at *Wimbledon* belonging or in anywiſe appertaining, for and during the Term of her natural Life, ſhe paying ſuch Taxes, Rates, and Aſſeſſments as the ſaid ſeveral Premiſes in *Devonſhire Square* and at *Wimbledon* ſhould or might be charged with or liable to pay; and in caſe ſhe ſhould not chooſe to live and reſide in or occupy the ſaid Houſes and Premiſes or either of them, then he gave to her all the Rents, Iſſues, and Profits of the ſaid Freehold Houſes and Premiſes, each and every of them, with their Appurtenances, for her natural Life; and after the Deceaſe of the ſaid *Judith Aguilar* the ſaid Teſtator directed that the ſaid Freehold Meſſuages, Lands, Hereditaments, and Premiſes, and every Part and Parcel thereof, ſhould be ſold, and the Money ariſing by ſuch Sale ſhould be deemed and taken as Part of the Reſidue of his Perſonal Eſtate; and the ſaid Teſtator gave, deviſed, and bequeathed unto his Brother *Iſaac Aguilar*, and Couſins *Emanuel Baruh Louſada* the younger, and *Iſaac Baruh Louſada*, and his Friend *David Samuda* (ſince deceaſed), their Heirs, Executors, Adminiſtrators, and Aſſigns, all the Reſt and Reſidue of his Real and Perſonal Eſtate, upon Truſt to ſell the ſame or ſuch Part or Parts thereof as ſhould be proper for Sale, of what Nature or Kind ſoever, except his ſaid Eſtates in *Devonſhire Square* and *Wimbledon* as aforeſaid, for the beſt Price or Prices that could be gotten for the ſame; and the ſaid Teſtator directed that the Purchaſe Monies ſhould be paid to the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada* the younger, *Iſaac Baruh Louſada*, and *David Samuda*, and that their Receipts ſhould be good Diſcharges for the ſame; and the ſaid Teſtator further directed, that ſuch Purchaſe Money, and all other his Eſtate and Effects, ſhould be collected and got in, and that the ſame when turned into Money ſhould be inveſted by the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, *Iſaac Baruh Louſada*, and the ſaid *David Samuda*, in their own Names, in the Purchaſe of Stock in the Public Funds or upon Government Securities, upon Truſt to pay the Intereſt and Dividends of the Reſidue of his Eſtate when ſo inveſted, and alſo the Intereſt, Dividends, and Profits of the Reſidue of his Eſtate until the ſame ſhould be ſo inveſted as aforeſaid, unto his Three Daughters *Sarah Dias Fernandes*, *Grace Aguilar*, and *Rebecca Bravo*, then *Rebecca Aguilar*, in equal Shares, to and for their own reſpective Uſe and Benefit for and during their reſpective natural Lives, and he willed that their and every of their reſpective Receipt and Receipts alone, without their Huſbands, ſhould from Time to Time and at all Times thereafter be a ſufficient Diſcharge for the ſame; and after the Death of any or either of his ſaid Three Daughters, then that the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, and the ſaid *David Samuda*, ſhould ſtand and be poſſeſſed of the Share of his ſaid Daughter ſo dying, of and in the Intereſt and Dividends of any Reſiduary Eſtate, to and for the Uſe and Benefit of all ſuch lawful Child or Children of his ſaid Daughter ſo dying if more than One, Share and Share alike, and if but One ſuch Child then to ſuch only Child, until the Death of all his ſaid Daughters; and from and after all their Deaths, then he directed that the Capital of his Reſiduary Eſtate ſhould be equally divided to and among the lawful Children of his ſaid Three Daughters; (that is to ſay,) One Third Part or Share thereof to the Child or Children of each of them, provided they ſhould have attained their Age of Twenty-one Years or be married, but in caſe of the Death of either of his ſaid Daughters without leaving any Iſſue, or if ſuch Iſſue ſhould fail in the Life-time of

both

both or either of his said Daughters, then the Interest and Dividends of the Share of his Daughters so dying, of, in, and to his said Residuary Estate, should belong to his surviving Daughters or Daughter for and during their Lives and the Life of the longest Liver of them; and from and after the Decease of all his said Daughters, in case they should happen to die without leaving any Issue lawfully begotten, or leaving such Issue they should all die under the Age of Twenty-one Years and unmarried, then he gave and bequeathed all the Capital Residue of his Estate unto the said *Judith Aguilar*, his said Wife, for her own Use and Benefit if she should be then living, but in case of her not being living at that Time, then he gave One Moiety or Half Part of the said Capital Residue of his said Estate unto his Brother *Isaac Aguilar*, his Heirs, Executors, and Administrators for ever; and he gave the other Moiety or Half Part of the Capital Residue of his said Estate unto his Son-in-law *Joseph Aguilar*, his Heirs, Executors, and Administrators, for ever; and the said Testator appointed the said *Judith Aguilar* and the said *Isaac Aguilar*, *Emanuel Baruh Lousada* and *Isaac Baruh Lousada*, and the said *David Samuda*, Executors of his said Will, except as to his Property and Concerns in the said Island of *Jamaica*, whereof he appointed other Persons resident there Executors, and died shortly after making and executing his said Will, without revoking or altering the same, and the same was duly proved by all the before-named Executors in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Testator left the said *Sarah Dias Fernandes*, *Grace Aguilar*, and *Rebecca Bravo*, then *Rebecca Aguilar*, his only Children and Coheiresses at Law; and the said *Sarah Dias Fernandes*, shortly after the said Testator's Death, intermarried with *Daniel Ximenes* Esquire, and hath died without Issue, leaving the said *Grace Aguilar* and *Rebecca Bravo* her Sisters and Coheiresses at Law: And whereas the said *Grace Aguilar*, in the Lifetime of the said Testator, intermarried with *Joseph Aguilar*, and hath Issue only Five Children, namely, *Rebecca* the Wife of *Joseph Gutteres Bravo*, *Emanuel Aguilar*, *Abraham Aguilar* now and for some Time past abroad in Parts beyond the Seas in the *West Indies*, and *David Aguilar* and *Sarah Aguilar*, which said *David Aguilar* and *Sarah Aguilar* are both Infants under the Age of Twenty-one Years: And whereas the said *Rebecca Bravo*, the Daughter of the Testator, on or about the Second Day of *January* One thousand seven hundred and ninety-nine, intermarried with *Abraham Bravo*, and hath Issue One Child only, namely, *Eliza Bravo*, who is an Infant under the Age of Twenty-one Years: And whereas the said *Abraham Bravo* hath departed this Life, and also the said *David Samuda*: And whereas the said *Judith Aguilar* hath become old and infirm, and unable from many Causes to occupy the said Testator's Two Messuages in *Devonshire Square* and *Wimbledon* aforesaid, and hath for some Time ceased to occupy the said Messuage at *Wimbledon*, the same requiring a large Establishment for so doing: And whereas the Buildings and Outhouses of the said Messuages are very large and extensive, particularly those at *Wimbledon*, and are going to Decay, and likely to become greatly dilapidated, unless large Sums of Money are laid out in supporting and upholding the same; and if such Sums were laid out the said Premises could not be let to Advantage: And whereas there is now an Opportunity of selling and disposing of the said Messuage, Land, Hereditaments, and Premises at *Wimbledon* aforesaid, to a Purchaser who has entered into a Contract for such Purchase, at a large Price, in case a good Title can be made thereto: And whereas there is no Doubt but a Purchaser to Advantage could be procured

for the ſaid other Premiſes in *Devonſhire Square*, provided a good Title could be made thereto: And whereas, in caſe the preſent Opportunity of ſelling the ſaid Meſſuages, Land, Hereditaments, and Premiſes at *Wimbledon* aforeſaid were foregone, a great Loſs might be ſuſtained by the Perſons intereſted in the Money to ariſe by or from ſuch Sale: And whereas the ſaid *Judith Aguilar*, *Joſeph Aguilar* and *Grace* his Wife, on Behalf of themſelves and their ſaid Infant Children, and the ſaid *Rebecca Bravo* the Widow, on Behalf of herſelf and her ſaid Infant Child, and the ſaid *Joſeph Gutteres Bravo* and *Rebecca* his Wife, and *Emanuel Aguilar* and the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada* and *Iſaac Baruh Louſada*, are ſatisfied that it will be for the Benefit of all Perſons who may eventually be entitled to the Money to ariſe from the Sale of the ſaid ſeveral Meſſuages, Land, Hereditaments, and Premiſes in the City of *London* and at *Wimbledon* aforeſaid, that a Sale thereof ſhould be made as ſoon as conveniently may be; and notwithſtanding the ſaid *Judith Aguilar* ſhould be then living; and that the Money to ariſe from ſuch Sale ſhould be inveſted in the Names of the Truſtees of the ſaid Will, to be holden by them upon Truſt to pay the Intereſt and Dividends thereof to the ſaid *Judith Aguilar* for her Life, and after her Deceaſe as Part of the Reſidue of the ſaid Teſtator's Perſonal Eſtate; and that the Truſtees of the ſaid Will ſhould be empowered to receive and give Diſcharges for the Purchaſe Money to ariſe from ſuch Sale or Sales; yet the ſame cannot be effected without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, *Iſaac Baruh Louſada*, *Judith Aguilar*, *Joſeph Aguilar* and *Grace* his Wife, on Behalf of themſelves and their Infant Children *David Aguilar* and *Sarah Aguilar*, *Rebecca Bravo* the Widow, on Behalf of herſelf and her Infant Child *Eliza Bravo*, and *Joſeph Gutteres Bravo* and *Rebecca* his Wife, and *Emanuel Aguilar*, 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,

Premiſes deſcribed in the Schedule, veſted in Truſtees to be ſold.

That all that the ſaid Meſſuage or Tenement with the Appurtenances in *Devonſhire Square* aforeſaid, and all that the ſaid Meſſuage or Tenement with the Land, Garden Ground, Stable, Coach-houſes, Outhouſes, and Appurtenances thereto belonging, and the ſaid ſmall Slip of Ground in *Wimbledon* aforeſaid, with the Appurtenances, (which Meſſuages, Lands, and Hereditaments are particularly mentioned and deſcribed in the Schedule to this Act annexed,) ſhall, from and immediately after the paſſing of this Act, be veſted in and ſettled upon, and the ſame are hereby abſolutely veſted in and ſettled upon the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada* and *Iſaac Baruh Louſada*, their Heirs and Aſſigns, to the Uſe of the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, their Heirs and Aſſigns for ever, freed and abſolutely acquitted, exempted, exonerated, and diſcharged of and from all and every the Uſes, Eſtates, Deviſes, Bequeſts, Limitations, Truſts, Remainders, Reverſions, Proviſoes, Powers, Charges, and Incumbrances whatſoever, in or by the ſaid recited Will made, limited, created, declared, deviſed, or contained; but nevertheleſs upon and for ſuch Truſts, Intents, and Purpoſes, and under and ſubject to ſuch Powers and Declarations as are herein-after expreſſed and declared concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, and the Survivors and Survivor of them, and the Heirs and Aſſigns of

ſuch

ſuch Survivor, do and ſhall, as ſoon as conveniently may be, and either during the Life or after the Death of the ſaid *Judith Aguilar*, ſell and diſpoſe of the ſaid Meſſuages or Tenements, Lands, Hereditaments, and Premiſes hereby veſted in the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, their Heirs and Aſſigns as aforeſaid, either together or in Parcels, and either by Public Auction or Sale or Private Contract, unto any Perſon or Perſons who ſhall be willing to become the Purchaſer or Purchaſers thereof, or of any Part or Parts thereof, at the beſt Price or Prices, and for the moſt Money that can at the Time of ſuch Sale or Sales be reaſonably had or gotten for the ſame, and do and ſhall, upon Payment of ſuch Purchaſe Money or Purchaſe Monies, convey and aſſure the Premiſes ſo ſold unto the Perſon or Perſons who ſhall have contracted or may contract for the Purchaſe thereof reſpectively, his, her, or their Heirs and Aſſigns for ever, or as he, ſhe, or they ſhall direct or appoint.

Purchaſe Monies to be paid to the Truſtees.

II. And be it further enacted by the Authority aforeſaid, That it ſhall and may be lawful to and for the Perſon or Perſons who have or ſhall become the Purchaſer or Purchaſers of the ſaid Meſſuages, Lands, Hereditaments, and Premiſes, or any of them, to pay his, her, or their Purchaſe Money, or any Part thereof, to the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, or the Survivors or Survivor of them, or the Heirs, Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, without any Obligation by or on the Part of the Perſon or Perſons paying the ſame Money or any Part thereof, to ſee to the Application of the ſaid Money or any Part thereof, or to be anſwerable or accountable for the Miſapplication or Nonapplication of the ſame Money or any Part thereof; and that all and every Receipt and Receipts which ſhall be given for the ſaid Purchaſe Monies or either of them, or any Part thereof, by the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, or the Survivors or Survivor of them, his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall be a good, valid, and effectual Acquittance and Diſcharge, or good, valid, and effectual Acquittances and Diſcharges for all and every Sum and Sums of Money which by the ſame Receipt or Receipts reſpectively ſhall be acknowledged or expreſſed to be or to have been received.

Money ariſing from Sales to be laid out in the Purchaſe of Three per Cent. Conſolidated Bank Annuities.

III. And be it further enacted by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, and the Survivors and Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, and they and he are and is hereby required to lay out the Money to ariſe from ſuch Sale or Sales as aforeſaid in the Purchaſe of Three *per Centum* Conſolidated Bank Annuities, and to ſtand and be poſſeſſed of the ſame Annuities, in Truſt, to permit the ſaid *Judith Aguilar* to receive and take the Dividends, Intereſt, and Income thereof, which ſhall become due during her Life to and for her own Uſe and Benefit, and from and after the Deceaſe of the ſaid *Judith Aguilar* to ſtand and be poſſeſſed of the ſame Three *per Centum* Conſolidated Bank Annuities, and the accruing Dividends, Intereſt, and Income thereof, upon the ſame Truſts and for the ſame Intents and Purpoſes as by the Will of the ſaid *Abraham Aguilar* the Teſtator are expreſſed and declared of and concerning the Reſidue of his Perſonal Eſtate, or as near thereto as may be and the Circumſtances of the Caſe will admit: Provided always, that the Coſts, Charges, and

Expences of and attending the preparing, ſoliciting, obtaining, and paſſing this Act of Parliament, and of ſuch Sale or Sales as aforeſaid, and of making out the Title to the ſaid Meſſuages, Lands, Hereditaments, and Premiſes, or otherwiſe of carrying the Truſts and Purpoſes of this Act into Execution, ſhall and may be deducted and retained by the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, and the Survivors and Survivor of them, and the Heirs, Executors, and Adminiſtrators of ſuch Survivor, out of the Money to ariſe from ſuch Sale or Sales as aforeſaid.

Application of Rents and Profits till the Premiſes ſhall be ſold.

IV. And be it further enacted by the Authority aforeſaid, That in the mean Time and until the ſaid Meſſuages, Lands, Hereditaments, and Premiſes reſpectively hereby authorized to be ſold and diſpoſed of, ſhall be ſold and diſpoſed of under and by virtue of and purſuant to the Proviſions of this Act, the Rents and Profits of the ſame Meſſuages, Lands, Hereditaments, and Premiſes, or ſuch Part or Parts thereof as from Time to Time ſhall remain unſold, ſhall belong to and ſhall be received by the Perſon or Perſons reſpectively who for the Time being would have been entitled to the Poſſeſſion or to the Receipt of the Rents and Profits of the ſame Hereditaments reſpectively in caſe this Act had not been paſſed.

Truſtees to be anſwerable each for his own Acts only.

V. And be it further enacted by the Authority aforeſaid, That the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, and *Iſaac Baruh Louſada*, or any or either of them, or their or any or either of their Heirs, Executors, or Adminiſtrators, ſhall not be anſwerable or accountable for any Money to be received by virtue of the Truſts hereby in them repoſed, any otherwiſe than each Perſon for ſuch Sum or Sums of Money as he ſhall actually receive; and that no One of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults of the others or other of them, or for any Loſs which ſhall happen in depoſiting in the Hands of any Banker any of the Monies which ſhall come to his or their Hands by virtue of the Truſts repoſed in them by this Act, or any other Loſs or Damage which may happen in or about the Execution of the ſaid Truſt, unleſs the ſame ſhall happen by or through his or their reſpective wilful Default.

General Saving.

VI. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to the ſaid *Abraham Aguilar*, the Son of the ſaid *Grace Aguilar*, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Iſaac Aguilar*, *Emanuel Baruh Louſada*, *Iſaac Baruh Louſada*, *Judith Aguilar*, *Joſeph Aguilar* and *Grace* his Wife, *David Aguilar*, *Sarah Aguilar*, *Emanuel Aguilar*, *Joſeph Gutteres Bravo* and *Rebecca* his Wife, and the other Children if there ſhall be any of the ſaid *Grace Aguilar*, (ſave as aforeſaid the ſaid *Abraham Aguilar*,) *Rebecca Bravo* the Widow, *Eliza Bravo* and the other Children, if there ſhall be any, of the ſaid *Rebecca Bravo*, and all other Perſons claiming under the ſaid Will of the ſaid *Abraham Aguilar* the Teſtator, and the right Heirs of the ſaid *Abraham Aguilar* the Teſtator, and *Sarah Dias Fernandes* afterwards *Ximenes* deceaſed; and other than and except the Heirs, Executors, and Adminiſtrators of the Perſons reſpectively whoſe Eſtates and Intereſts are excepted out of this Saving,) all ſuch Eſtate, Right, Title, Intereſt, Claims, and Demands whatſoever of, in, to, or out of the ſaid ſeveral Hereditaments and Premiſes ſettled and veſted

by this present Act, as they, every, or any of them had before the passing of this Act, or could or might have had in case this Act had not been made.

VII. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom, and a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others. *Act to be printed by the King's Printers.*

---

## The SCHEDULE referred to by this Act.

| | Tenants Names. |
|---|---|
| A Messuage or Tenement, with the Appurtenances, in Devonshire Square, in the City of London, now in the Occupation of Judith Aguilar, Widow - | Judith Aguilar, Widow. |
| A Messuage or Tenement, Land, Garden Ground, Stable, Coach-houses, Outhouses, and Appurtenances, with a Slip or Parcel of Land, the Whole containing together Two Acres or thereabouts, exclusive of the said Slip or Parcel of Land, which contains Seventy-six Feet by Thirteen Feet and an Half, all in the Parish of Wimbledon in the County of Surrey, now in the Occupation of Christopher M'Evoy, Esquire. | Christopher M'Evoy, Esquire. |

*Edw^d. Bigg.*

---

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1812.