ANNO QUADRAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 103.

An Act for veſting certain Truſt Eſtates, Stocks, Funds, and Securities, of which *John Beardſworth* Eſquire and *Thomas Williams* Eſquire, were Truſtees, in *James Palmer Hobbs* Eſquire and *George Burley* Gentleman. [22d *June* 1802.]

9th *July* 1771, Will of *John Calcraft* Eſq.

WHEREAS *John Calcraft* late of *Ingreſs* in the County of *Kent*, Eſquire, deceaſed, by his laſt Will and Teſtament in Writing, bearing Date the Ninth Day of *July* One thouſand ſeven hundred and ſeventy-one, gave and deviſed unto *Elizabeth*, now the Wife of *Charles Lefebure* of *Northfleet* in the ſaid County of *Kent*, Eſquire (then called *Elizabeth Bride*), and her Aſſigns, during the Term of her natural Life, One Annuity or clear yearly Rent Charge of One thouſand Pounds of lawful Money of *Great Britain*, to be iſſuing and taken out of and from all and every his the ſaid Teſtator's Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſituate in the Counties of *Kent* and *Dorſet*, by equal quarterly Payments, on the Days and Times therein mentioned, with Powers of Diſtreſs and Entry, and Detention of Poſſeſſion, and Perception of Rents, Iſſues, and Profits; and the ſaid *John Calcraft* gave and deviſed all and every his Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Eſtates ſituate in the Counties of *Kent*, *Dorſet*, *Somerſet*, *Bucks*, and *Eſſex*, and in ſeveral Pariſhes therein mentioned, ſituate in the County of *Lincoln*, with their Rights, Members, and Appurtenances; and all other his Real Eſtates whatſoever and whereſoever not therein-before deviſed (but ſubject in Aid of his Perſonal Eſtate), to the Legacies given

by his said Will; and as to his said Estates in the said Counties of *Kent* and *Dorset* (subject to the said Annuity or yearly Rent Charge of One thousand Pounds devised by him to the said *Elizabeth*, now the Wife of the said *Charles Lefebure*), for her Life, as herein-before mentioned, unto his Son, the said *John Calcraft*, the Devisee, and the Heirs of his Body, with several Remainders over; and the said Testator did, by his said Will, recommend, desire, and direct, that *George Sharpe*, therein named, should have the Care of the Gardens and Grounds at *Ingress*, at his then present Wages; and that *Catherine Smith*, therein named, should be continued in, and supported by and at the proper Charges of his Family, during her Life: And whereas the said *John Calcraft*, the Testator, made several Codicils to his said Will, but the same Codicils did in nowise affect such of the Devises and Directions therein contained, as are herein-before particularly mentioned: And whereas the said *John Calcraft*, the Testator, departed this Life in or about the Month of *August* One thousand seven hundred and seventy-two; and thereupon the said *John Calcraft*, the Devisee, became seised of or entitled unto the Manors and other Hereditaments devised by the said Will of the said *John Calcraft*, the Testator, as aforesaid, with their Rights, Members, and Appurtenances, for an Estate in Tail, but subject to the Right of Dower of *Bridget Calcraft*, the Wife of the said *John Calcraft*, the Testator, in and out of the said Manors and other Hereditaments: And whereas in consequence of the Directions contained in the said Will of the said *John Calcraft*, the Testator, respecting the said *George Sharpe* and *Catherine Smith*, as herein-before is mentioned, a Rent Charge of Thirty Pounds to the said *George Sharpe* for his Life, to be issuing and payable out of the Real Estates late of the said *John Calcraft*, the Testator, and a Rent Charge of Twenty Pounds to the said *Catherine Smith* for her Life, to be also issuing and payable out of the Real Estates late of the said *John Calcraft*, the Testator, were allowed and confirmed by His Majesty's High Court of Chancery: And whereas the said *John Calcraft*, the Testator, did in his Life-time grant to *Mary Tuckwell* for her Life, an Annuity of Fifty Pounds, and in consequence thereof, the said High Court of Chancery allowed and confirmed to the said *Mary Tuckwell* for her Life, a Rent Charge of Fifty Pounds, to be also issuing and payable out of the said Real Estates of the said *John Calcraft* deceased: And whereas by Six common Recoveries suffered in or as of *Michaelmas* Term, in the Year One thousand seven hundred and eighty-six, before His Majesty's Justices of His Court of Common Pleas at *Westminster*, in which the said *John Calcraft*, the Devisee, was vouched, and vouched over the common Vouchee of the said Court of Common Pleas, and by Indentures of Lease and Release, bearing Date respectively the Twenty-second and Twenty-third Days of *November* in the said Year One thousand seven hundred and eighty-six; the Release being of Three Parts, and made or expressed to be made between the said *John Calcraft*, the Devisee, of the First Part; *Thomas Williams* Gentleman, of the Second Part; and *Thomas Smith* Gentleman, of the Third Part, the said Estate Tail of the said *John Calcraft*, the Devisee, in the Manors and other Hereditaments so devised by the Will of the said *John Calcraft* deceased, as aforesaid; and the Remainders, Limitations over, and Reversion expectant or depending thereupon, were barred, destroyed, or defeated; and the said Manors or Lordships, and other Hereditaments, were thereby conveyed, assured, and limited, to the Use of the said *John Calcraft*, the Devisee, his Heirs and Assigns, for ever: And whereas by an Indenture of Three Parts, bearing Date the Ninth

Codicils to the Will of the said *John Calcraft*.

Death of the said *John Calcraft*.

Settlement of Life Annuities to *George Sharpe* and *Catherine Smith*.

Annuity to *Mary Tuckwell*.

22d and 23d *November* 1786. Indentures of Lease and Release, and Recoveries suffered by Mr. *Calcraft* to the Use of himself in Fee.

9th *August* 1787.

Ninth Day of *Auguſt* in the Year One thouſand ſeven hundred and eighty-ſeven, and made or expreſſed to be made between the ſaid *John Calcraft*, the Deviſee, of the Firſt Part; the ſaid *Bridget Calcraft*, of the Second Part; and *Townley Ward* Gentleman and the ſaid *Thomas Williams*, of the Third Part; the ſaid *John Calcraft*, the Deviſee, bargained, ſold, and demiſed unto the ſaid *Townley Ward* and *Thomas Williams* ſeveral Manors and other Hereditaments ſituate in the Counties of *Dorſet* and *Bucks*, with their Rights, Members, and Appurtenances, to hold the ſame unto the ſaid *Townley Ward* and *Thomas Williams*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years, if the ſaid *Bridget Calcraft* ſhould ſo long live, upon Truſt, for ſecuring unto the ſaid *Bridget Calcraft*, and her Aſſigns, for her Life, and in lieu of her Dower, an annual Sum of One thouſand two hundred and ſeventy-ſix Pounds Fourteen Shillings, on the Days and Times, and in Manner therein mentioned: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Eleventh and Twelfth Days of *October* in the Year One thouſand ſeven hundred and eighty-ſeven, the Releaſe being of Three Parts, and made or expreſſed to be made between the ſaid *John Calcraft*, the Deviſee, of the Firſt Part; the ſaid *Thomas Williams*, of the Second Part; and *John Williams* Gentleman, of the Third Part, in Conſideration of the Sum of Five thouſand ſix hundred Pounds, then due and owing by the ſaid *John Calcraft*, the Deviſee, to the ſaid *Thomas Williams*, he the ſaid *John Calcraft*, the Deviſee, granted, releaſed, and confirmed, unto the ſaid *Thomas Williams* and his Heirs, the Manor and Borough of *Warham* in the ſaid County of *Dorſet*, and ſeveral Meſſuages and Hereditaments ſituate within the ſaid Manor and Borough, with their Rights, Members, and Appurtenances, to hold the ſame unto and to the Uſe of the ſaid *Thomas Williams* and his Heirs, but ſubject to a Proviſo or Condition, and Covenant or Agreement, in the ſaid Indenture now in Recital, contained for Redemption of the ſame Manor, Borough, and other Hereditaments, on Payment by the ſaid *John Calcraft*, the Deviſee, his Heirs, Executors, Adminiſtrators, or Aſſigns, unto the ſaid *Thomas Williams*, his Executors, Adminiſtrators, or Aſſigns, of the Sum of Five thouſand ſix hundred Pounds, with Intereſt for the ſame, after the Rate, and on or at the Days or Times, and in the Manner in the ſaid Indenture, now in Recital, for that Purpoſe mentioned: And whereas by a Deed Poll, or Inſtrument in Writing, bearing Date the Thirteenth Day of *April* One thouſand ſeven hundred and eighty-eight, after certain Recitals, whereby it appeared, that the further Sums of Six hundred and thirty Pounds, and Seven hundred and eighty-two Pounds Eleven Shillings and Sixpence were then due from the ſaid *John Calcraft*, the Deviſee, to the ſaid *Thomas Williams*, the ſaid *John Calcraft*, the Deviſee, agreed and declared, that the Manor and other Hereditaments comprized in the ſaid Indentures of the Eleventh and Twelfth Days of *October* One thouſand ſeven hundred and eighty-ſeven, ſhould from thenceforth be charged, as well with thoſe Sums, and the Intereſt thereof, as with the ſaid Sum of Five thouſand ſix hundred Pounds, and the Intereſt thereof: And whereas by a Bond or Obligation in Writing, bearing Date the Thirtieth Day of *July* One thouſand ſeven hundred and eighty-eight, the ſaid *John Calcraft*, the Deviſee, became bound to the ſaid *Catherine Calcraft*, in the Sum of Six thouſand Pounds, with a Condition written under the ſaid Bond or Obligation, for making the ſame void on Payment by the ſaid *John Calcraft*, the Deviſee, his Heirs, Executors, or Adminiſtrators, unto the ſaid

Annuity of 1276*l.* 14*s.* ſecured to Mrs. *Calcraft*.

11th and 12th *October* 1787. Mortgage to *Thomas Williams* for 5600*l.*

13th *April* 1788. Further Charges of 630*l.* and 782*l.* 11*s.* 6*d.*

30th *July* 1788. Bond to *Catherine Calcraft* for ſecuring 3000*l.*

said *Catherine Calcraft*, her Executors, Administrators, or Assigns, of the Sum of Three thousand Pounds, with Interest for the same, on the Day or Time therein mentioned: And whereas by Indentures of Lease and Release, bearing Date respectively the Fifteenth and Sixteenth Days of *May* One thousand seven hundred and eighty-nine, and made or expressed to be made between the said *John Calcraft*, the Devisee, of the One Part, and the said *Granby Thomas Calcraft* of the other Part, it is witnessed, that in Consideration of the Sum of Two thousand Pounds by the said *Granby Thomas Calcraft*, paid to the said *John Calcraft*, the Devisee, he the said *John Calcraft*, the Devisee, granted, released, and confirmed, unto the said *Granby Thomas Calcraft* and his Heirs, several Messuages and other Hereditaments, situate in the Parish of *Hollingbourne* in the County of *Kent*, to hold the same unto and to the Use of the said *Granby Thomas Calcraft* and his Heirs, but subject to a Proviso or Condition, and Covenant or Agreement, in the said Indenture, now in Recital, contained, for the Redemption of the Premises, on Payment by the said *John Calcraft*, the Devisee, his Heirs, Executors, Administrators, or Assigns, unto the said *Granby Thomas Calcraft*, his Executors, Administrators, or Assigns, of the Sum of Two thousand Pounds, with Interest for the same after the Rate, on or at the Days or Times, and in the Manner, in the said Indenture of Release mentioned, for the Payment thereof respectively: And whereas by Indentures of Lease and Release, bearing Date respectively the Thirty-first Day of *July* and First Day of *August* One thousand seven hundred and eighty-nine, and made or expressed to be made between the said *John Calcraft*, the Devisee, of the One Part, and *Randle Ford* Esquire, of the other Part, in Consideration of the Sum of Fourteen thousand Pounds, paid by the said *Randle Ford* to the said *John Calcraft*, the Devisee, he the said *John Calcraft*, the Devisee, granted, released, and confirmed, unto the said *Randle Ford*, his Heirs and Assigns, certain Hereditaments in the County of *Dorset* (other Part of the Estates devised by the Will of the said *John Calcraft* deceased), with their Appurtenances, to hold the same unto and to the Use of the said *Randle Ford*, his Heirs and Assigns, subject to a Proviso or Condition, and Covenant or Agreement, in the said Indenture of Release contained for the Redemption of the Premises, on Payment by the said *John Calcraft*, the Devisee, his Heirs, Executors, Administrators, or Assigns, unto the said *Randle Ford*, his Executors, Administrators, or Assigns, of the Sum of Fourteen thousand Pounds, with Interest for the same, after the Rate, on or at the Days or Times, and in the Manner in the said Indenture of Release mentioned, for the Payment thereof respectively: And whereas by Indentures of Lease and Release, bearing Date respectively the Thirty-first Day of *July* and First Day of *August* One thousand seven hundred and eighty-nine, and made between the said *John Calcraft*, the Devisee, of the One Part, and *John Beardsworth* Gentleman and the said *Thomas Williams*, of the other Part, the said *John Calcraft*, the Devisee, for the Considerations therein mentioned, did grant, release, and confirm, unto the said *John Beardsworth* and *Thomas Williams*, and their Heirs, certain Manors, Messuages, Lands, Tenements, and Hereditaments therein particularly mentioned and described, situate in the said County of *Kent* (being Part of the Estates devised by the said Will of the said *John Calcraft* deceased, as hereinbefore is mentioned), to hold the same unto and to the Use of the said *John Beardsworth* and *Thomas Williams*, their Heirs and Assigns for ever, upon Trust to sell the same, and to stand and be possessed of the Money to

15th and 16th *May* 1789. Mortgage in Fee to *Granby Thomas Calcraft* Esq. for 2000 *l.*

31st *July* and 1st *August* 1789. Mortgage in Fee to *Randle Ford* Esq. for 14,000 *l.*

31st *July* and 1st *August* 1789. Conveyance to Messrs. *Beardsworth* and *Williams*, in Trust to sell.

to arise by such Sale or Sales upon and for the Trusts and Purposes declared and contained in an Indenture of Twelve Parts in the Indenture now in Recital mentioned, to be then already prepared and to be intended to bear even Date with the said Indenture of Release now in Recital: And whereas by an Indenture of Twelve Parts, bearing Date on or about the said First Day of *August* in the said Year One thousand seven hundred and eighty-nine, and made or expressed to be made between the said *John Calcraft*, the Devisee, of the First Part; the said *John Beardsworth* and *Thomas Williams*, of the Second Part; the said *Bridget Calcraft*, of the Third Part; the said *Charles Lefebure* and *Elizabeth* his Wife, of the Fourth Part; the said *George Sharpe*, of the Fifth Part; the said *Catherine Smith*, of the Sixth Part; *Tuckwell*, and the said *Mary*, then the Wife of the said *Tuckwell*, of the Seventh Part; the said *Randle Ford*, of the Eighth Part; the said *Thomas Williams*, of the Ninth Part; the said *Catherine Calcraft*, of the Tenth Part; the said *Granby Thomas Calcraft*, of the Eleventh Part; and the said *John Williams*, of the Twelfth Part, reciting, among other Things, that the said *John Calcraft*, the Devisee, had contracted with *Henry Woolhouse Disney Roebuck* Esquire, for the absolute Sale to him of several Messuages, Lands, and Hereditaments, in the Parish of *Swanscomb* in the County of *Kent* (Part of the Estates devised by the said Will of the said *John Calcraft*, the Testator), for the Sum of Twelve thousand six hundred Pounds; and that the said *John Calcraft*, the Devisee, had contracted and agreed with *Thomas Quintin* of *Hatley Saint George*, in the County of *Cambridge*, Esquire, for the absolute Sale to him the said *Thomas Quintin*, of a certain Manor, and several other Hereditaments situate in the County of *Bucks*, and the Inheritance thereof in Fee Simple in Possession, at or for the Price or Sum of Thirty-one thousand three hundred and forty Pounds; and that the said *John Calcraft*, the Devisee, being desirous that the Manors and other Hereditaments, which by the said Indentures of Lease and Release, the said Release bearing even Date therewith, had been so conveyed to the said *John Beardsworth* and *Thomas Williams*, and their Heirs, in Trust for Sale as therein and herein-before is mentioned, should after the same should be contracted to be sold, be discharged from the Payment of the said Annuities or yearly Rent Charges of One thousand two hundred and seventy-six Pounds Fourteen Shillings, One thousand Pounds, Thirty Pounds, Twenty Pounds, and Fifty Pounds, so payable to the said *Bridget Calcraft*, *Elizabeth Lefebure*, *George Sharpe*, *Catherine Smith*, and *Mary Tuckwell*, as therein-before is mentioned: And that the said *John Calcraft*, the Devisee, having undertaken that the Manor, Messuages, and other Hereditaments, which he had so contracted to sell to the said *Henry Woolhouse Disney Roebuck* and *Thomas Quintin*, respectively as aforesaid, should also be discharged from the Payment of the same Annuities, he the said *John Calcraft*, the Devisee, had requested the said *Bridget Calcraft*, *Charles Lefebure* and *Elizabeth* his Wife, *George Sharpe*, *Catherine Smith*, and *Mary Tuckwell*, to discharge all and singular the said Manors and other Hereditaments so conveyed and contracted to be sold as aforesaid, from the said Annuities or yearly Rent Charges of One thousand two hundred and seventy-six Pounds Fourteen Shillings, One thousand Pounds, Thirty Pounds, Twenty Pounds, and Fifty Pounds, as aforesaid: And that the said *John Calcraft*, the Devisee, in order to induce the said *Bridget Calcraft*, *Charles Lefebure*, and *Elizabeth* his Wife, *George Sharpe*, *Catherine Smith*, and *Mary Tuckwell*, to comply with his said Request, and to induce the said *Randle Ford* to advance or lend

1st *August* 1789. Declaration of the Trusts of the Money arising from the Sales.

him the Sum of Fourteen thouſand Pounds as aforeſaid, did propoſe to, and agree with the ſaid *Bridget Calcraft*, *Charles Lefebure*, and *Elizabeth* his Wife, *George Sharpe*, *Catherine Smith*, *Tuckwell*, and *Mary* his Wife, that the Sum of Ten thouſand Pounds, Part of the Sum of Twelve thouſand ſix hundred Pounds, ſo to be paid by the ſaid *Henry Woolhouſe Diſney Roebuck*, for the Purchaſe of the Meſſuages, Pieces or Parcels of Land, and other Hereditaments ſo contracted to be ſold to him as aforeſaid, and the Sum of Twelve thouſand Pounds, Part of the ſaid Sum of Thirty-one thouſand three hundred and forty Pounds ſo to be paid by the ſaid *Thomas Quintin* for the Purchaſe of the Manor and other Hereditaments ſo contracted to be ſold to him as aforeſaid, ſhould be paid unto the ſaid *John Beardſworth* and *Thomas Williams*, and that they the ſaid *John Beardſworth* and *Thomas Williams*, their Executors, Adminiſtrators, and Aſſigns, ſhould ſtand poſſeſſed of, and intereſted in the ſaid Sums of Ten thouſand Pounds and Twelve thouſand Pounds, and alſo of and in all and every the Sums and Sum of Money to ariſe by the Sale of the ſaid Manors and other Hereditaments ſo conveyed unto and to the Uſe of them the ſaid *John Beardſworth* and *Thomas Williams*, their Heirs and Aſſigns, in Truſt, for Sale as therein and herein-before is mentioned, upon Truſt, for ſecuring to the ſaid *Bridget Calcraft* and her Aſſigns, during the Term of her natural Life, the due and regular Payment of One Annuity of One thouſand two hundred and ſeventy-ſix Pounds Fourteen Shillings, in Manner therein-after mentioned; and to the ſaid *Elizabeth Lefebure* and her Aſſigns, during the Term of her natural Life, the due and regular Payment of One Annuity of One thouſand Pounds, in Manner therein-after mentioned; and to the ſaid *George Sharpe* and his Aſſigns, during the Term of his natural Life, the due and regular Payment of One Annuity of Thirty Pounds, in Manner therein-after mentioned; and to the ſaid *Catherine Smith* and her Aſſigns, during the Term of her natural Life, the due and regular Payment of One Annuity of Twenty Pounds, in Manner therein-after mentioned; and to the ſaid *Mary Tuckwell* and her Aſſigns, during the Term of her natural Life, the due and regular Payment of One Annuity of Fifty Pounds; and to the ſaid *Randle Ford* the Repayment of the ſaid Sum of Fourteen thouſand Pounds, and the Intereſt thereof, in Manner therein-after mentioned: It was by the ſaid Indenture (being the Indenture referred to by the ſaid Indenture of Releaſe of even Date therewith), witneſſed, that for and in Conſideration of the Covenants and Agreements therein-after entered into by the ſaid *Bridget Calcraft*, *Charles Lefebure*, for himſelf and the ſaid *Elizabeth* his Wife, *George Sharpe*, and *Catherine Smith*, and by the ſaid *Tuckwell*, for himſelf and the ſaid *Mary* his Wife, he the ſaid *John Calcraft*, the Deviſee, with the Privity and upon the Nomination of the ſaid *Bridget Calcraft*, *Charles Lefebure*, and *Elizabeth* his Wife, *George Sharpe*, *Catherine Smith*, *Tuckwell*, and *Mary* his Wife, and *Randle Ford*, teſtified, as in the ſaid Indenture now in Recital is mentioned, did covenant, promiſe, and agree, with and to the ſaid *John Beardſworth* and *Thomas Williams*, their Executors, Adminiſtrators, and Aſſigns, that he the ſaid *John Calcraft*, the Deviſee, his Heirs, Executors, or Adminiſtrators, ſhould ſo ſoon as he or they ſhould receive the Sum of Ten thouſand Pounds, ſo agreed to be paid by the ſaid *Henry Woolhouſe Diſney Roebuck*, for the Purchaſe of the Meſſuages and other Hereditaments, ſo contracted to be ſold to the ſaid *Henry Woolhouſe Diſney Roebuck* as aforeſaid, pay the ſaid Sum of Ten thouſand Pounds, Part of the ſaid Sum of Twelve thouſand ſix hundred Pounds, unto the

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ſaid *John Beardſworth* and *Thomas Williams*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor; and that the ſaid *John Calcraft*, the Deviſee, his Heirs, Executors, or Adminiſtrators, ſhould, ſo ſoon as he or they ſhould receive the Sum agreed to be paid by the ſaid *Thomas Quintin*, for the Purchaſe of the Manor and other Hereditaments, ſo contracted to be ſold to the ſaid *Thomas Quintin* as aforeſaid, pay the Sum of Twelve thouſand Pounds, Part of the ſaid Sum of Thirty-one thouſand three hundred and forty Pounds, unto the ſaid *John Beardſworth* and *Thomas Williams*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor: And it was by the ſaid Indenture alſo witneſſed, that in purſuance and further Performance of the ſaid Agreement, it was thereby agreed and declared, that the ſaid *John Beardſworth* and *Thomas Williams*, their Executors, Adminiſtrators, and Aſſigns, ſhould ſtand and be poſſeſſed of and intereſted in, all and every the Sums and Sum of Money, to ariſe by the Sale of the ſaid Manors and other Hereditaments, ſo conveyed unto and to the Uſe of the ſaid *John Beardſworth* and *Thomas Williams*, their Heirs and Aſſigns, in Truſt, for Sale as therein-before is mentioned, and of and in the ſaid Sums of Ten thouſand Pounds and Twelve thouſand Pounds, ſo to be paid to them the ſaid *John Beardſworth* and *Thomas Williams*, or the Survivor of them, or the Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, as therein-before is mentioned, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, and Agreements therein-after expreſſed and declared of and concerning the ſame; (that is to ſay), upon Truſt, that they the ſaid *John Beardſworth* and *Thomas Williams*, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, ſhould, when and as any Sum or Sums of Money ſhould be received by them the ſaid *John Beardſworth* and *Thomas Williams*, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, either by the Sale of all or any of the ſaid Manors and other Hereditaments ſo conveyed to them the ſaid *John Beardſworth* and *Thomas Williams*, and their Heirs, in Truſt for Sale, as therein-before mentioned, or by virtue of the aforeſaid Covenants of the ſaid *John Calcraft*, the Deviſee, lay out and inveſt ſuch Sum and Sums of Money, in the Purchaſe of publick Stocks or Funds of *Great Britain*, or upon Government or real Securities in *England*, in the Name or Names of them the ſaid *John Beardſworth* and *Thomas Williams*, or the Survivor of them, or the Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, and ſhould from Time to Time ſell, alter, vary, and tranſpoſe the ſame Stocks, Funds, and Securities, when and ſo often as Occaſion ſhould require, or as it ſhould be deemed expedient; but every ſuch laying out, Inveſtment, Sale, Alteration, Variation, and Tranſpoſition was to be made with the Conſent of the ſaid *John Calcraft*, the Deviſee, his Executors or Adminiſtrators, and alſo of the ſaid *Bridget Calcraft*, during her Life, and of the ſaid *Charles Lefebure* and *Elizabeth* his Wife, during their joint Lives, and in caſe the ſaid *Elizabeth Lefebure* ſhould ſurvive the ſaid *Charles Lefebure*, then, after the Deceaſe of the ſaid *Charles Lefebure*, with the Conſent of the ſaid *Elizabeth Lefebure*, ſuch Conſent to be ſignified by ſome Writing under the Hands of the Perſons reſpectively, whoſe Conſent for the Time being was thereby made neceſſary, and of the ſaid *Thomas Williams*, *Catherine Calcraft*, and *Granby Thomas Calcraft*; and it was thereby further agreed and declared, that they the ſaid *John Beardſworth* and *Thomas Williams*, their Executors, Adminiſtrators, and Aſſigns, ſhould

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ſtand and be poſſeſſed of and intereſted in the ſaid Stocks, Funds, and Securities, and the Intereſt, Dividends, and annual Produce thereof, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, and Agreements, therein-after expreſſed and declared of and concerning the ſame; (that is to ſay), upon Truſt, that they the ſaid *John Beardſworth* and *Thomas Williams*, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, ſhould, by, with, and out of the Intereſt, Dividends, and annual Produce of the ſaid Sums of Money, Stocks, Funds, and Securities (in Aid of the yearly Rents, applicable towards the Diſcharge of the ſame, as therein-before is mentioned), pay the ſaid *Bridget Calcraft* or her Aſſigns, during the Term of her natural Life, One Annuity or yearly Sum of One thouſand two hundred and ſeventy-ſix Pounds Fourteen Shillings; and to the ſaid *Elizabeth Lefebure* or her Aſſigns, during the Term of her natural Life, One Annuity or yearly Sum of One thouſand Pounds; and to the ſaid *George Sharpe* and his Aſſigns, during the Term of his natural Life, One Annuity or yearly Sum of Thirty Pounds; and to the ſaid *Catherine Smith* and her Aſſigns, during the Term of her natural Life, One Annuity or yearly Sum of Twenty Pounds; and to the ſaid *Mary Tuckwell* and her Aſſigns, during the Term of her natural Life, One Annuity or yearly Sum of Fifty Pounds: And it was thereby agreed and declared, that the ſaid Annuities or yearly Sums of One thouſand two hundred and ſeventy-ſix Pounds Fourteen Shillings, One thouſand Pounds, Thirty Pounds, Twenty Pounds, and Fifty Pounds, ſo to be made payable or ſecured to be paid to the ſaid *Bridget Calcraft*, *Elizabeth Lefebure*, *George Sharpe*, *Catherine Smith*, and *Mary Tuckwell* reſpectively, or their reſpective Aſſigns, as therein-before is mentioned, ſhould be paid to them the ſaid *Bridget Calcraft*, *Elizabeth Lefebure*, *George Sharpe*, *Catherine Smith*, and *Mary Tuckwell* reſpectively, or their reſpective Aſſigns, on or at the ſame Days or Times, and in the ſame Manner as the annual Sums of One thouſand two hundred and ſeventy-ſix Pounds Fourteen Shillings, One thouſand Pounds, Thirty Pounds, Twenty Pounds, and Fifty Pounds, to which the ſaid *Bridget Calcraft*, *Elizabeth Lefebure*, *George Sharpe*, *Catherine Smith*, and *Mary Tuckwell*, were then reſpectively entitled as aforeſaid, were then payable to them reſpectively, without any Deduction or Abatement whatſoever: And it was thereby agreed and declared, that ſubject to the Payment of the ſaid Annuities or yearly Sums of One thouſand two hundred and ſeventy-ſix Pounds Fourteen Shillings, One thouſand Pounds, Thirty Pounds, Twenty Pounds, and Fifty Pounds, as therein-before is mentioned, the ſaid *John Beardſworth* and *Thomas Williams*, their Executors, Adminiſtrators, and Aſſigns, ſhould ſtand and be poſſeſſed of and intereſted in, the ſaid Sums of Ten thouſand Pounds and Twelve thouſand Pounds, and the Money to ariſe from the Sale or Sales of the Manors and other Hereditaments ſo conveyed unto and to the Uſe of the ſaid *John Beardſworth* and *Thomas Williams*, their Heirs and Aſſigns, in Truſt, for Sale as therein-before is mentioned; and the Stocks, Funds, and Securities upon which the ſame, or any Part thereof, ſhould be laid out and inveſted, and the Intereſt, Dividends, and annual Produce thereof, in Truſt, that they the ſaid *John Beardſworth* and *Thomas Williams*, or the Survivor of them, or the Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, ſhould, during ſuch Time as the ſaid *Bridget Calcraft* and *Elizabeth Lefebure*, or either of them, ſhould be living, by, with, and out of the Surplus or Reſidue of the Intereſt, Dividends, and yearly Produce of the

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ſaid Sums of Money, Stocks, Funds, and Securities, pay to the ſaid *Randle Ford*, his Executors, Adminiſtrators, and Aſſigns, the yearly Intereſt of the ſaid Mortgage Debt of Fourteen thouſand Pounds, when and as the ſame ſhould, from Time to Time become due and payable; and in the next Place, ſhould pay to the ſaid *Thomas Williams*, his Executors, Adminiſtrators, and Aſſigns, the yearly Intereſt of the Sum of Seven thouſand and twelve Pounds Eleven Shillings and Sixpence, ſo due to him as aforeſaid, when and as the ſame ſhould, from Time to Time become due and payable; and in the next Place, ſhould pay to the ſaid *Catherine Calcraft*, her Executors, Adminiſtrators, and Aſſigns, the Intereſt of her ſaid Bond Debt of Three thouſand Pounds, when and as the ſame ſhould, from Time to Time become payable; and in the next Place, ſhould pay to the ſaid *Granby Thomas Calcraft*, his Executors, Adminiſtrators, and Aſſigns, the Intereſt of his ſaid Mortgage Debt of Two thouſand Pounds, when and as the ſame ſhould, from Time to Time become due and payable; and after the Deceaſe of the Survivor of them the ſaid *Bridget Calcraft* and *Elizabeth Lefebure*, ſhould (but ſubject to the Payment of the ſaid Annuities of Thirty Pounds, Twenty Pounds, and Fifty Pounds, if the ſame, or any of them, ſhould be then due and payable) by ſelling, aſſigning, transferring, or otherwiſe diſpoſing of the ſaid Sums of Money, Stocks, Funds, and Securities, or a competent Part thereof, and the Intereſt, Dividends, and annual Produce thereof reſpectively, in the Firſt Place, pay off and diſcharge the Sum of Fourteen thouſand Pounds ſo due to the ſaid *Randle Ford* as aforeſaid, and all Intereſt which ſhould be then due for or in reſpect of the ſame; and in the next Place, pay off and diſcharge the Sum of Seven thouſand and twelve Pounds Eleven Shillings and Sixpence, ſo due to the ſaid *Thomas Williams* as aforeſaid, and all Intereſt which ſhould be then due, for or in reſpect of the ſame; and in the next Place pay off and diſcharge the Sum of Three thouſand Pounds, ſo due to the ſaid *Catherine Calcraft* as aforeſaid, and all Intereſt which ſhould be then due, for or in reſpect of the ſame; and in the next Place, pay off and diſcharge the Sum of Two thouſand Pounds ſo due to the ſaid *Granby Thomas Calcraft* as aforeſaid, and the Intereſt which ſhould be then due, for or in reſpect of the ſame; and ſhould (but ſubject and without Prejudice as aforeſaid) pay, transfer, and aſſign all the Surplus or Reſidue which ſhould remain of the ſaid Sums of Money, Stocks, Funds, and Securities, after anſwering the Purpoſes aforeſaid, and the Intereſt, Dividends, and annual Produce thereof, to the ſaid *John Calcraft*, the Deviſee, his Executors, Adminiſtrators, and Aſſigns, for his and their proper Uſe and Benefit: And it was by and in the ſaid Indenture now in Recital provided, and further agreed and declared, that if the ſaid *John Beardſworth* and *Thomas Williams*, or either of them, their or either of their Heirs, Executors, Adminiſtrators, or Aſſigns, or any future Truſtee or Truſtees, to be appointed in the Stead or Place of them or any of them, as therein-after is mentioned, ſhould die, or decline, or become incapable to act, or ſignify by Writing under their or his Hands or Hand, a Deſire of being diſcharged from the Truſts thereby created, before the ſame ſhould be fully executed, performed, and diſcharged, then and ſo often as the ſame ſhould happen, it ſhould and might be lawful to and for the ſame *John Calcraft*, the Deviſee, his Executors or Adminiſtrators, together with the ſaid *Bridget Calcraft*, during her Life, and of the ſaid *Charles Lefebure* and *Elizabeth* his Wife, during their joint Lives, and in caſe the ſaid *Charles Lefebure* ſhould depart this Life in the

Life-time of the ſaid *Elizabeth* his Wife, then after his Deceaſe with the Conſent of the ſaid *Elizabeth* during her Life, and of the ſaid *Thomas Williams*, *Catherine Calcraft*, and *Granby Thomas Calcraft*, and their reſpective Executors, Adminiſtrators, or Aſſigns, teſtified by ſome Writing or Writings, under their reſpective Hands and Seals, and to be atteſted by Two or more credible Witneſſes, from Time to Time to nominate, ſubſtitute, or appoint ſome other Perſon or Perſons to be a Truſtee or Truſtees in the Stead or Place of the Truſtee or Truſtees ſo dying, or deſiring to be diſcharged, or refuſing, declining, or becoming incapable to act as aforeſaid; and that when and ſo often as any new Truſtee or Truſtees ſhould be nominated and appointed as aforeſaid, all the Truſt Eſtates, Monies, and Premiſes which ſhould be then veſted in the Truſtee or Truſtees ſo dying, or deſiring to be diſcharged, or refuſing, or declining, or becoming incapable to act as aforeſaid, either ſolely or jointly with the other Truſtee or Truſtees, ſhould be thereupon, with all convenient Speed, conveyed, aſſigned, and transferred in ſuch Sort and Manner, and ſo that the ſame ſhould and might be legally and effectually veſted in the ſurviving or continuing Truſtee or Truſtees, and ſuch new or other Truſtee or Truſtees, or if there ſhould be no continuing Truſtee or Truſtees, then in ſuch new Truſtees only, upon the ſame Truſts as are therein-before declared of and concerning the ſame Truſt Eſtates, Monies, and Premiſes reſpectively, or ſuch of them as ſhould be then ſubſiſting or capabl of taking Effect; and that every ſuch new Truſtee or Truſtees ſhould and might in all Things act and aſſiſt in the Management, carrying on, and Execution of the Truſts to which they ſhould be appointed, in Conjunction with the other then ſurviving or continuing Truſtee or Truſtees, if there ſhould be any ſuch ſurviving or continuing Truſtee or Truſtees, if not then by themſelves, as fully and effectually, and with all the ſame Power and Powers, Authority and Authorities whatſoever, to all Effects, Intents, Conſtructions, and Purpoſes whatſoever, as if he or they had been originally in and by the ſaid Indenture now in Recital nominated and appointed Truſtee or Truſtees for the Purpoſes for which ſuch new Truſtee or Truſtees reſpectively ſhould be appointed Truſtee or Truſtees, and as the Truſtees in the ſame Indenture mentioned, and their reſpective Heirs, Executors, and Adminiſtrators, in or to whoſe Place ſuch new Truſtee or Truſtees ſhould reſpectively come or ſucceed, were or was enabled to do, or could or might do, under or by virtue thereof, if then living and continuing to act in the Truſts thereby repoſed in them or him: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-ninth and Thirtieth Days of *March* One thouſand ſeven hundred and ninety-two, the Releaſe being of Three Parts, and made or expreſſed to be made between the ſaid *Thomas Williams*, of the Firſt Part; the ſaid *John Calcraft*, the Deviſee, of the Second Part; and Sir *Edward Hulſe* Baronet, then *Edward Hulſe* Eſquire, and *John Thomas Atkyns* Eſquire, of the Third Part, in Conſideration of Seven thouſand and twelve Pounds Eleven Shillings and Sixpence, by the ſaid Sir *Edward Hulſe* and *John Thomas Atkyns* paid to the ſaid *Thomas Williams*, at the Requeſt of the ſaid *John Calcraft*, the Deviſee, the ſaid *Thomas Williams*, at the Requeſt of the ſaid *John Calcraft*, the Deviſee, did releaſe, and the ſaid *John Calcraft*, the Deviſee, did grant, releaſe, and confirm to the ſaid Sir *Edward Hulſe* and *John Thomas Atkyns*, and their Heirs, the Manor and other Hereditaments by the ſaid Indentures of the Eleventh and Twelfth Days of *October* One thouſand ſeven hundred and eighty-ſeven, conveyed

29th and 30th *March* 1792. Transfer of Mr. *Williams*'s Mortgage for 7012 *l.* 11 *s.* 6 *d.* to Sir *Edward Hulſe* and *John Thomas Atkyns*.

conveyed unto and to the Uſe of the ſaid *Thomas Williams*, his Heirs and Aſſigns, by Way of Mortgage as herein-before is mentioned, with their Appurtenances, to hold the ſame unto and to the Uſe of the ſaid Sir *Edward Hulſe* and *John Thomas Atkyns*, their Heirs and Aſſigns, ſubject to a Proviſo or Condition, and Covenant or Agreement, in the ſaid Indenture of Releaſe contained for Redemption of the Premiſes, on Payment by the ſaid *John Calcraft*, the Deviſee, his Heirs, Executors, Adminiſtrators, or Aſſigns, to the ſaid Sir *Edward Hulſe* and *John Thomas Atkyns*, their Executors, Adminiſtrators, or Aſſigns, of the ſaid Sum of Seven thouſand and twelve Pounds Eleven Shillings and Sixpence, with Intereſt for the ſame, after the Rate, on or at the Days or Times, and in the Manner in the ſaid Indenture of Releaſe mentioned for the Payment thereof reſpectively: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-firſt and Twenty-ſecond Days of *May* One thouſand ſeven hundred and ninety-two, the Releaſe being of Three Parts, and made or mentioned to be made between the ſaid *Randle Ford*, of the Firſt Part; the ſaid *John Calcraft*, the Deviſee, of the Second Part; and *George Kien Hayward Couſſmaker* Eſquire, and *William Gregory* Eſquire, of the Third Part, in Conſideration of the Sum of Fourteen thouſand Pounds to the ſaid *Randle Ford* paid by the ſaid *George Kien Hayward Couſſmaker* and *William Gregory*, at the Requeſt, and by the Direction and Appointment of the ſaid *John Calcraft*, the Deviſee, teſtified as therein is mentioned, he the ſaid *Randle Ford* at the Deſire, and by the Direction and Appointment of the ſaid *John Calcraft*, the Deviſee, did releaſe, and the ſaid *John Calcraft*, the Deviſee, did grant, releaſe, and confirm unto the ſaid *George Kien Hayward Couſſmaker* and *William Gregory*, and their Heirs, all and ſingular the Hereditaments by the ſaid Indentures of the Thirty-firſt Day of *July* and Firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-nine, conveyed unto and to the Uſe of the ſaid *Randle Ford*, his Heirs and Aſſigns, by Way of Mortgage, as herein-before is mentioned, with their Appurtenances, to hold the ſame unto and to the Uſe of the ſaid *George Kien Hayward Couſſmaker* and *William Gregory*, their Heirs and Aſſigns for ever, but ſubject to a Proviſo or Condition, and Covenant or Agreement, in the ſaid Indenture now in Recital contained for Redemption of the Premiſes, on Payment by the ſaid *John Calcraft*, the Deviſee, his Heirs, Executors, Adminiſtrators, or Aſſigns, to the ſaid *George Kien Hayward Couſſmaker* and *William Gregory*, their Executors, Adminiſtrators, or Aſſigns, of the Sum of Fourteen thouſand Pounds, with Intereſt for the ſame, after the Rate, on or at the Days or Times, and in the Manner in the ſaid Indenture now in Recital mentioned for Payment thereof reſpectively: And whereas the ſaid *George Kien Hayward Couſſmaker* hath ſince departed this Life: And whereas in purſuance of the Truſts in and by the ſaid ſeveral Indentures of the Firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-nine, reſpectively repoſed in the ſaid *John Beardſworth* and *Thomas Williams*, they the ſaid *John Beardſworth* and *Thomas Williams* ſold certain Parts of the Hereditaments, which by the ſaid Indentures of Leaſe and Releaſe, of the Thirty-firſt Day of *July* and the Firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-nine, were conveyed unto and to the Uſe of the ſaid *John Beardſworth* and *Thomas Williams*, and their Heirs, in Truſt for Sale, as in the ſaid Indenture of Releaſe is mentioned: And whereas the Sum of Thirteen thouſand and forty-eight Pounds Ten Shillings was laid out in the Purchaſe of Eleven thouſand and ſeventy-ſeven Pounds Fifteen Shillings and Four-pence, Five Pounds

21ſt and 22d *May* 1792. Transfer of Mr. *Ford*'s Mortgage to *George Kien Hayward Couſſmaker* and *William Gregory*, Eſquires.

Death of Mr. *Couſſmaker*.

Sale of the Eſtates.

Application of the Truſt Money.

Pounds *per Centum* Bank Annuities; and the Sum of Three thouſand five hundred and twenty-two Pounds, other Part of the Money ariſing from the ſaid Sales, was laid out in the Purchaſe of Three thouſand and thirty-two Pounds Eighteen Shillings and Nine-pence, Five *per Centum* Bank Annuities; and the Sum of Nine thouſand ſix hundred and fifty-five Pounds, other Part of the Money ariſing from the Sales, was laid out in the Purchaſe of Ten thouſand ſeven hundred and fifty-ſeven Pounds Thirteen Shillings and Three-pence, Three *per Centum* Conſolidated Bank Annuities; and the Sum of Six hundred and fifty Pounds, other Part of the Money ariſing from the ſaid Sales, was laid out in the Purchaſe of Six hundred and forty-two Pounds Fifteen Shillings and Four-pence, Five Pounds *per Centum* Bank Annuities; which ſaid ſeveral Sums of Eleven thouſand and ſeventy-ſeven Pounds Fifteen Shillings and Four-pence, Five *per Centum* Bank Annuities, Three thouſand and thirty two Pounds Eighteen Shillings and Nine-pence, Five *per Centum* Bank Annuities, Ten thouſand ſeven hundred and fifty-ſeven Pounds Thirteen Shillings and Three-pence, Three *per Centum* Conſolidated Bank Annuities, and Six hundred and forty-two Pounds Fifteen Shillings and Four-pence, Five Pounds *per Centum* Bank Annuities, were purchaſed in the Names of the ſaid *John Beardſworth* and *Thomas Williams*; and in *July* One thouſand ſeven hundred and ninety-nine, the Sum of Seven thouſand one hundred and ſixty-three Pounds Eight Shillings and Five-pence, (Part of the ſaid Five Pounds *per Centum* Bank Annuities), in which the Money ariſing from the ſaid Sales was inveſted, as herein-before is mentioned, was ſold by the ſaid *John Beardſworth* and *Thomas Williams*; and the Money ariſing from the Sale thereof was applied in the Purchaſe of Three Pounds *per Centum* Conſolidated Bank Annuities, which were transferred to the Commiſſioners appointed by Government for the Purchaſe of the Land Tax of the Eſtates of the ſaid *John Calcraft*, the Deviſee: And whereas the ſaid ſeveral Sums of Eleven thouſand and ſeventy-ſeven Pounds Fifteen Shillings and Four-pence, Three thouſand and thirty-two Pounds Eighteen Shillings and Nine-pence, and Six hundred and forty-two Pounds Fifteen Shillings and Four-pence, Five Pounds *per Centum* Bank Annuities, amount together to the Sum of Fourteen thouſand ſeven hundred and fifty-three Pounds Nine Shillings and Five-pence, from which the aforeſaid Sum of Seven thouſand one hundred and ſixty-three Pounds Eight Shillings and Five-pence, ſold out for the Redemption of the Land Tax as herein-before is mentioned, being deducted, leaves the Sum of Seven thouſand five hundred and ninety Pounds One Shilling, Five Pounds *per Centum* Bank Annuities, and the ſaid Sum of Seven thouſand five hundred and ninety Pounds One Shilling, Five Pounds *per Centum* Bank Annuities, and the ſaid Sum of Ten thouſand ſeven hundred and fifty-ſeven Pounds Thirteen Shillings and Three-pence, Three Pounds *per Centum* Conſolidated Bank Annuities, now compoſe the Whole of the ſaid Truſt Fund and the ſame are now ſtanding in the Names of the ſaid *John Beardſworth* and *Thomas Williams*: And whereas the ſaid *Bridget Calcraft* departed this Life in the Year One thouſand ſeven hundred and ninety-four: And whereas the ſaid *Thomas Williams* departed this Life in the Year One thouſand eight hundred and one: And whereas the ſaid *John Beardſworth* is from mental Imbecility wholly incapable of carrying on the Truſts repoſed in him by the ſaid Two herein-before recited Indentures of the Firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-nine

Death of *Bridget Calcraft*.

Death of Mr. *Williams*.

Mr. *Beardſworth*'s Incapacity to carry the Truſts into Execution.

nine respectively, as herein-before is mentioned: And whereas by an Indenture bearing Date the Tenth Day of *December* last past, and made between the said *John Calcraft*, the Devisee, of the First Part; the said Sir *Edward Hulse* and *John Thomas Atkyns*, of the Second Part; the said *Charles Lefebure* and *Elizabeth* his Wife, of the Third Part; the said *Catherine Calcraft*, of the Fourth Part; and the said *Granby Thomas Calcraft*, of the Fifth Part; *Daniel Moore* Gentleman, of the Sixth Part; *James Palmer Hobbs* Esquire and *George Burley* Gentleman, of the Seventh Part; and *Joseph Briggs*, of the Eighth Part; it was and is witnessed, that by Force and Exercise, and Execution of the Power and Authority for this Purpose vested in the said *John Calcraft*, *Charles Lefebure* and *Elizabeth* his Wife, Sir *Edward Hulse*, *John Thomas Atkyns*, *Catherine Calcraft*, and *Granby Thomas Calcraft*, by the said lastly herein-before recited Indenture of the First Day of *August* One thousand seven hundred and eighty-nine, and of every other Power and Authority whatsoever, enabling them, or any of them, in that Behalf, they the said *John Calcraft*, the Devisee, *Charles Lefebure* and *Elizabeth* his Wife, Sir *Edward Hulse*, *John Thomas Atkyns*, *Catherine Calcraft*, and *Granby Thomas Calcraft*, upon the Acceptance of the said *James Palmer Hobbs* and *George Burley*, testified as therein is mentioned, did nominate, substitute, and appoint the said *James Palmer Hobbs* to be a Trustee in the Stead or Place of the said *Thomas Williams*, and the said *George Burley* to be a Trustee in the Stead or Place of the said *John Beardsworth*, for the Purposes mentioned in the said Two several herein-before recited Indentures of the First Day of *August* One thousand seven hundred and eighty-nine: And whereas the Relations of the said *John Beardsworth* have not applied to take out a Commission of Lunacy against the said *John Beardsworth*, conceiving that his Case was rather that of great mental Imbecility than of Lunacy, the said Trust Estates, Stocks, Funds, and Securities, now vested in the Names of the said *John Beardsworth* and *Thomas Williams* cannot be transferred to new Trustees without the Aid of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Calcraft*, the Devisee, Sir *Edward Hulse*, *John Thomas Atkyns*, *Charles Lefebure* and *Elizabeth* his Wife, and *Granby Thomas Calcraft*, 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, immediately from and after the passing of this present Act, all the Trust Estates, Sums of Money, Stocks, Funds, and Securities, which previously to the passing of this present Act, were vested in the said *John Beardsworth* as surviving Trustee, as herein-before is mentioned, under or by virtue of the Deeds and other Assurances herein-before recited, or any of them, and the Rents, Issues, and Profits, of the Interest, Dividends, and annual Produce thereof respectively, shall be, and the same are hereby from thenceforth vested in and settled upon the said *James Palmer Hobbs* and *George Burley*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively, upon and for the Trusts, Intents, and Purposes, and with, under and subject to the Powers, Provisoes, Agreements, and Declarations, herein-after expressed, of and concerning the same.

John Beardsworth not being a Lunatick within the Meaning of the Statute.

II. And be it further enacted by the Authority aforesaid, That with all convenient Speed, after the passing of this present Act, the Governor and Company

Stock to be transferred into the Names of *J. Palmer Hobbs* and *G. Burley*,

Company of the Bank of *England* ſhall transfer the ſaid Sum of Seven thouſand five hundred and ninety Pounds One Shilling, Five Pounds *per Centum* Bank Annuities, and the ſaid Sum of Ten thouſand ſeven hundred and fifty-ſeven Pounds Thirteen Shillings and Three-pence, Three Pounds *per Centum* Conſolidated Bank Annuities, to the Account of the ſaid *James Palmer Hobbs* and *George Burley*, in the Books kept for entering the Transfers of the ſaid reſpective Stocks or Funds.

in Truſt for the Purpoſes declared in the Deeds above mentioned.

III. And be it further enacted by the Authority aforeſaid, That the ſaid *James Palmer Hobbs* and *George Burley*, their Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall ſtand and be ſeiſed, and poſſeſſed of, and intereſted in the ſaid Truſt Eſtates, Sums of Money, Stocks, Funds, and Securities, and the Rents, Iſſues, and Profits, and the Intereſt, Dividends, and annual Produce thereof reſpectively, according to the Nature and Quality thereof reſpectively, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, Agreements, and Declarations, to which the ſame reſpectively would now be ſubject or liable, if the ſaid *James Palmer Hobbs* and *George Burley* had by the ſaid ſeveral Deeds or Aſſurances been appointed Truſtees in the Place and Stead of the ſaid *John Beardſworth* and *Thomas Williams*, and the Truſt, Power, and Authorities, by the ſaid Deeds or Aſſurances reſpectively given to the ſaid *John Beardſworth* and *Thomas Williams*, their Heirs, Executors, Adminiſtrators, and Aſſigns, or to the ſaid *John Beardſworth* and *Thomas Williams*, and the Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, had been thereby reſpectively given to the ſaid *James Palmer Hobbs* and *George Burley*, their Heirs, Executors, Adminiſtrators, and Aſſigns, or to the ſaid *James Palmer Hobbs* and *George Burley* and the Survivor of them, and the Heirs, Executors, Adminiſtrators, and Aſſigns of ſuch Survivor.

General Saving.

IV. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſons and Perſon, Bodies Politick or Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſaid *John Calcraft*, the Deviſee, Sir *Edward Hulſe*, *John Thomas Atkyns*, *Charles Lefebure* and *Elizabeth* his Wife, and *Granby Thomas Calcraft*, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns), all the Eſtate, Right, Title, Intereſt, Benefit, Profit, Claim, and Demand whatſoever, of, in, to, or out of the ſaid Truſt Eſtates, Sums of Money, Stocks, Funds, and Securities, and the Rents, Iſſues, and Profits, and Intereſt, Dividends, and annual Produce thereof, which they, or any of them had before the paſſing of this Act, or might have had in caſe this Act had not been made.

Publick Act.

V. And be it further enacted by the Authority aforeſaid, That this Act ſhall be adjudged, deemed, and taken to be a publick Act, and be judicially taken Notice of as ſuch by all the Judges, Juſtices, and other Perſons whomſoever, without ſpecially pleading the ſame.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1802.