ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

Cap. 168.

An Act for repealing so much of Two several Acts, passed in the Twenty-third Year of the Reign of His late Majesty King *George* the Second, and the Thirty-second Year of the Reign of His present Majesty, as are contrary to the Provisions contained in the Will of *Charles Churchill* Esquire, deceased, or the Settlement made on the Marriage of *Charles Churchill* Esquire with the Lady *Maria Walpole*.

[22d *June* 1813.]

Recital of Will of Charles Churchill 26th March 1745.

WHEREAS *Charles Churchill* of the Parish of *Saint James Westminster* in the County of *Middlesex*, Esquire, deceased, made his last Will and Testament in Writing duly executed, and attested in such Manner as is by Law required for passing Freehold Estates, bearing Date the Twenty-sixth Day of *March* in the Year One thousand seven hundred and forty-five, and thereby willed that all his just Debts should be in the first place paid by his Executors out of his Estate, and gave, devised, and bequeathed all his Estate both Real and Personal to the Right Honourable *Charles* Lord *Baltimore*, Sir *Everard Fawkener* of the Parish of *Saint James Westminster* in the County of *Middlesex* Knight, and *William Sharpe* of the same Parish and County, Esquire, and their respective Heirs, Executors, and Administrators, upon Trust, that they and the Survivors and Survivor of them, and the respective Heirs, Executors, and Administrators of such Survivor, should manage and improve the same to the best Advantage,

tage, in such Manner as he and they should think fitting, and out of the annual Interest, Profits, and Produce thereof should pay unto *Harriot Churchill*, (then an Infant under the Age of Twenty-one Years, but afterwards the Wife of the said Sir *Everard Fawkener*), the yearly Sum or Annuity of Six hundred Pounds to be determinable on the Death or Marriage of the said *Harriot*, which should first happen; and when she should be married, his Will was, that the said Annuity should cease, and that she should be then paid out of his Estate the Sum of Fifteen thousand Pounds in lieu thereof; and the Testator declared his Will to be, that the said Bequests should be subject to several Provisoes and Conditions therein mentioned; and after bequeathing unto *Anne Hockett*, the Sum of Fifty Pounds a Year during her Life, to be paid to her by his said Trustees, out of the annual Profits of his said Estate, as therein mentioned; as to the Rest and Residue of his Estate Real and Personal (subject to some inconsiderable Legacies therein mentioned), his Will was, that his said Trustees (and the Survivors and Survivor of them, and the respective Heirs, Executors, Administrators, and Assigns of such Survivor), should from Time to Time, after his Decease, pay the annual Profits thereof, and also the aforesaid Annuity of Six hundred Pounds a Year, and the annual Produce of the said Sum of Fifteen thousand Pounds, devised to the said *Harriot*, in case she should not be entitled to the said Legacies according to his said Will, unto and for the sole Use and Benefit of *Charles Churchill* and his Assigns during his Life, and immediately after his Death, in case he should have or have had any Child or Children of his Body begotten, who should be living at or born in due Time, or who should have left Issue living at the Time of his Death, or afterwards born alive, then the said Testator thereby appointed, that his said Trustees and the Survivors and Survivor of them, and the respective Heirs, Executors, Administrators, and Assigns of such Survivor, should pay, assign, transfer, convey, and make over the whole Rest and Residue of his Real and Personal Estates, and also the said Six hundred Pounds Annuity, and the said Fifteen thousand Pounds, in case the said *Harriot* should not be entitled to receive the same, according to his said Will, to and for the Use and Benefit of all and every or any the Child or Children, Grandchild or Grandchildren of the said *Charles Churchill* who should be so living at or born after his Death as aforesaid, for such Estate and Estates, and in such Parts, Shares, and Proportions, and with such Benefit of Survivorship, and such Limitations over (such Limitations over to be for the Benefit of some one or more of such Children or Grandchildren), and subject to such Conditions, Restrictions, and Provisoes, and in such Manner and Form as he the said *Charles Churchill* should, by any Deed or Writing by him sealed and delivered in the Presence of Two or more credible Witnesses with or without Power of Revocation, or by his last Will in Writing, or by any Writing purporting to be his last Will by him signed and published in the Presence of Three or more credible Witnesses, direct, limit, or appoint; and in Default of such Appointment to and amongst all and every such Child and Children, Grandchild and Granchildren, and their respective Heirs, Executors, Administrators, and Assigns, equally to be divided between them, Share and Share alike, so as nevertheless no such Grandchildren, being more than One of any Parent, should take together any greater or other Share than their Parent if living would have been entitled to take by his said Will; and in Default of such Child or Children, Grandchild

or

or Grandchildren, of the ſaid *Charles Churchill*, living at his Death, then that the ſaid Truſtees ſhould apply the ſaid Truſt Funds in Manner in the ſaid Will mentioned; and in the ſaid Will was contained a Power for the ſaid *Charles Churchill* to make a Proviſion by way of Settlement on any Woman he ſhould marry, in Manner and to the Extent in the ſaid Will mentioned; and the ſaid Teſtator appointed the ſaid *Charles Lord Baltimore*, Sir *Everard Fawkener*, and *William Sharpe* Executors of his ſaid Will, and afterwards died on or about the Fourteenth Day of *May* One thouſand ſeven hundred and forty-five, without revoking or altering the ſame, and the ſaid *Charles Lord Baltimore*, Sir *Everard Fawkener*, and *William Sharpe*, ſhortly after the ſaid Teſtator's Deceaſe, duly proved the ſaid Will in the Prerogative Court of the Archbiſhop of *Canterbury*: And whereas by an Indenture Quinquepartite, bearing Date the Fifteenth Day of *February* in the Year One thouſand ſeven hundred and forty-five (made or mentioned to be made between the ſaid *Charles Churchill* deſcribed in the ſaid Will, and in the ſaid Indenture ſtiled *Charles Churchill* junior, of the Firſt Part; the ſaid *Charles* Lord *Baltimore*, Sir *Everard Fawkener*, and *William Sharpe*, of the Second Part; Lady *Maria Walpole*, the Right Honourable Sir *John Willes* Knight, Lord Chief Juſtice of His Majeſty's Court of Common Pleas at *Weſtminſter*, and *Iſabella Leneve* of the ſaid Pariſh of *Saint James Weſtminſter*, Spinſter, of the Third Part; and the Right Honourable *Horatio Walpole* of *Woolterton*, in the County of *Norfolk*, Eſquire, one of the Tellers of His Majeſty's Exchequer at *Weſtminſter*, and *John Selwyn*, of the ſaid Pariſh of *Saint James Weſtminſter*, Eſquire, of the Fourth Part; and the Right Honourable *Francis* Lord *Conway*, and the Honourable *Joſeph Yorke* of *Ormond Street*, in the Pariſh of *Saint George the Martyr*, in the County of *Middleſex*, Eſquire, of the Fifth Part); being the Settlement made previouſly to the Marriage of the ſaid *Charles Churchill*, Party to the ſaid Indenture, with the ſaid Lady *Maria Walpole*, the ſaid *Charles Churchill*, Party to the ſaid Indenture, for making a Proviſion for the Children of the ſaid then intended Marriage, did (ſubject to an Annuity of One thouſand Pounds appointed to the ſaid Lady *Maria Walpole* for her Life, in caſe ſhe ſhould ſurvive him), according to the ſaid recited Will of the ſaid *Charles Churchill* deceaſed, and by virtue thereof, and of all Powers and Authorities enabling him in that Behalf, by the ſaid Indenture, direct, limit, and appoint, that if there ſhould happen to be an eldeſt Son of the Body of the ſaid *Charles Churchill* on the Body of the ſaid Lady *Maria*, and there ſhould be ſo begotten between them any other Child or Children, ſhould the ſame be a Son or Sons, or a Daughter or Daughters, or both Sons and Daughters, or in caſe there ſhould be One only Son of the Body of the ſaid *Charles Churchill* on the Body of the ſaid Lady *Maria* begotten, and that there ſhould be a Daughter or Daughters begotten between them the ſaid *Charles Churchill* and Lady *Maria*, that then if there ſhould be One ſuch Child beſides an eldeſt or only Son, ſhould ſuch Child be a Son or Daughter, then ſuch Child ſhould have the Sum of Seven thouſand Pounds, to be raiſed and paid out of the Reſt and Reſidue of the Real and Perſonal Eſtates of the ſaid *Charles Churchill* deceaſed, bequeathed by his ſaid Will; and if there ſhould be Two ſuch Children (neither of them being an eldeſt or only Son), ſhould they be Sons or Daughters, or both a Son and a Daughter, then ſuch Two Children ſhould have Ten thouſand Pounds, to be paid out of the ſaid Reſidue of the ſaid Real and Perſonal Eſtates of the ſaid *Charles Churchill* deceaſed, and to be equally divided

Settlement recited.

between them, Share and Share alike; and if there ſhould be Three or more ſuch Children (no One of them being an eldeſt or only Son), ſhould ſuch Children be Sons or Daughters, or ſhould there be both Sons and Daughters, then ſuch Three or more Children ſhould have Thirteen thouſand Pounds, to be paid out of the ſaid Reſidue of the ſaid Real and Perſonal Eſtate of the ſaid *Charles Churchill* deceaſed, and to be equally divided among them, Share and Share alike; the ſaid ſeveral Portion and Portions to be paid to ſuch of them as ſhould be a Son or Sons, at his or their reſpective Age or Ages of Twenty-one Years, and to ſuch of them as ſhould be a Daughter or Daughters, at her or their reſpective Age or Ages of Twenty-one Years or Day or Days of Marriage, which ſhould firſt happen, in caſe ſuch Son or Sons ſhould not attain the Age of Twenty-one Years, or ſuch Daughter or Daughters ſhould not attain the Age of Twenty-one Years or be married in the Life-time of the ſaid *Charles Churchill*; but if ſuch Son or Sons ſhould attain the Age of Twenty-one Years, or ſuch Daughter or Daughters ſhould attain the Age of Twenty-one Years, or be married in the Life-time of the ſaid *Charles Churchill*, that then the Portion or Portions thereby made payable to him, her, and them, ſo attaining the ſaid Age of Twenty-one Years or Marriage as aforeſaid, ſhould not be raiſed or paid till after the Deceaſe of the ſaid *Charles Churchill*, and if any ſuch Child being a Daughter ſhould die before her Portion ſhould be payable, or if any ſuch Child being a younger Son ſhould die, or become an eldeſt Son before his Portion ſhould be payable, that then the Portion thereby provided for each ſuch Child or Children ſo dying, or ſuch younger Son ſo becoming an eldeſt Son, ſhould go to the others of the ſaid Children, and be equally divided between them, if more than One, Share and Share alike, and be paid at ſuch reſpective Times, and go in the ſame Manner to ſuch other Child and Children as her or their original Portion or Portions, and that in caſe of the Death of any other of the ſaid Children, or if any other younger Sons ſhould become an eldeſt Son before ſuch accruing Share or Shares ſhould become payable, that then all ſuch accruing Share or Shares ſhould again be ſubject to ſuch Right of Accruer to the others of the ſaid Children as therein-before is directed, touching his, her, or their original Portion, ſo as nevertheleſs there ſhould not be raiſed for any One ſuch Daughter or younger Son more than Seven thouſand Pounds for his or her Portion, nor for any Two ſuch Children, being Daughters or younger Sons, more than Ten thouſand Pounds between them, nor for any Three ſuch Children more than Thirteen thouſand Pounds for their Portions; and in caſe there ſhould happen to be an eldeſt Son of the Body of the ſaid *Charles Churchill*, on the Body of the ſaid Lady *Maria* begotten, and that there ſhould be ſo begotten any other Child or Children be the ſame a Son or Sons, Daughter or Daughters, or in caſe there ſhould happen to be an only Son of the Body of the ſaid *Charles Churchill* on the Body of the ſaid Lady *Maria* begotten, that then ſuch eldeſt or only Son ſhould have the Sum of Thirty thouſand Pounds, to be raiſed and paid out of the ſaid Reſidue of the ſaid Real and Perſonal Eſtates of the ſaid *Charles Churchill* deceaſed, bequeathed by his ſaid Will, if ſo much ſhould then remain of ſuch Reſt and Reſidue; but if ſo much ſhould not then remain of the ſame, then ſuch Sum leſs than Thirty thouſand Pounds as ſhould then remain thereof, and the Deficiency (if any) of the ſaid Thirty thouſand Pounds, ſhould be made good to ſuch eldeſt Son in Manner therein-after mentioned, the ſaid Thirty thouſand Pounds to be paid to ſuch eldeſt or only

only Son in Manner following; (that is to say), Twenty thousand Pounds, Part thereof immediately after the Decease of the said *Charles Churchill*, Party to the said Indenture, in case the said Lady *Maria* should be then living, and that such eldest or only Son should have attained his Age of Twenty-one Years, and Ten thousand Pounds Residue thereof, immediately after the said Lady *Maria*'s Decease on such eldest or only Son attaining his Age of Twenty-one Years; but if the said Lady *Maria* should die in the Life-time of the said *Charles Churchill* Party to the said Indenture, then that the said Sum of Thirty thousand Pounds should be paid to such eldest or only Son immediately after the Decease of the said *Charles Churchill*, on such eldest or only Son attaining his Age of Twenty-one Years, with Interest for the said respective Sums at the Rate of Three Pounds *per Centum per Annum* from such Sons becoming entitled thereto, until the same should be paid; and in case there should happen to be no Son or Sons of the Body of the said *Charles Churchill* on the Body of the said Lady *Maria* begotten, or there being any such Son or Sons, in case they should all die before any of them should attain his or their Age of Twenty-one Years, and there should be Two or more Daughters of the Body of the said *Charles Churchill* on the Body of the said Lady *Maria* begotten, that then there should be raised and paid, for the Portion of such Daughters, Twenty-five thousand Pounds out of the Residue of the said Real and Personal Estates of the said *Charles Churchill* deceased, bequeathed by his said Will to be paid to such Daughters in Manner following, (that is to say), Twenty thousand Pounds, Part thereof, immediately after the Decease of the said *Charles Churchill* Party to the said Indenture, in case the said Lady *Maria* should be then living, and that such Daughters should have attained their respective Ages of Twenty-one Years, or be married; and Five thousand Pounds, Residue thereof, immediately after the said Lady *Maria*'s Decease, on such Daughters attaining their respective Ages of Twenty-one Years or Marriage; but if the said Lady *Maria* should die in the Lifetime of the said *Charles Churchill* Party to the said Indenture, then the said whole Twenty-five thousand Pounds should be paid to such Daughters immediately after the Decease of the said *Charles Churchill* on such Daughters attaining their respective Ages of Twenty-one Years or Marriage, with Interest for the said respective Sums at the Rate of Three Pounds *per Centum per Annum*, from such Daughters becoming entitled thereto, until the same should be paid; and if there should be but one such Daughter and no Son or Sons, or being any such Son or Sons, and they should all die before any of them should attain the Age of Twenty-one Years, that in such case there should be raised and paid for the Portion of such only Daughter Twenty thousand Pounds, and no more, and be paid at the Age of Twenty-one Years or Day of Marriage, which should first happen, in case such Daughter should not attain her Age of Twenty-one Years or be married in the Lifetime of the said *Charles Churchill*; but if such Daughter should attain her Age of Twenty-one Years or be married in the Lifetime of the said *Charles Churchill*, then the Portion thereby made payable to her should not be paid till after the Decease of the said *Charles Churchill*; and if any such Daughter or Daughters should happen to die before her or their Portion or Portions should become payable as aforesaid, that then the Portion or Portions thereby provided for her or them so dying should go to the Survivors or Survivor of them, and should be equally divided between them, if more than one, Share and Share alike, and be paid at such

respective Time or Times, and should go in the same Manner to such surviving Daughter and Daughters as her or their original Portion or Portions was or were therein-before appointed to be paid; and that all such surviving Shares should again be subject to such Right of Survivorship to the Survivors of such Daughters as was therein-before directed, touching her or their original Portion or Portions; provided that no one Daughter should have for her Portion more than Twenty thousand Pounds, to be paid in Manner aforesaid; and provided, that in case any younger Son of the said Marriage should afterwards become an eldest Son, that he should not be entitled to more than Thirty thousand Pounds for his Portion; and provided, that if any Child or Children for whom any Sum of Money was appointed by the said Indenture should happen to die in the Life-time of the said *Charles Churchill* Party thereto, leaving any Child or Children then living, then the Portion or Portions thereby before appointed for such Child or Children so dying in the Life-time of the said *Charles Churchill* Party thereto, should respectively go to such of his and their Children as should be living at the Decease of the said *Charles Churchill* Party thereto, equally to be divided between them, Share and Share alike, yet so as no Children of any one Parent should together take any greater Share than their Parent would have been entitled to take, if living at the Time of the Decease of the said *Charles Churchill* the younger as aforesaid: And the said *Charles Churchill* did by the said Indenture covenant with the said *Horatio Walpole* and *John Selwyn*, that he the said *Charles Churchill* would within Two Years next ensuing the Date thereof, use his best Endeavours to obtain an Act of Parliament for investing the said Trust Monies so as aforesaid bequeathed by the said Will of the said *Charles Churchill* deceased, or so much thereof as to them the said *Horatio Walpole* and *John Selwyn*, their Executors, Administrators, and Assigns, should seem meet and sufficient to answer all the Purposes in the said Indenture mentioned in the Purchase of Freehold or Copyhold Lands of Inheritance, the said Copyhold not to exceed more than One-sixth Part of the Value of the said Freehold in that Part of *Great Britain* called *England*, to be respectively settled and conveyed to such and the same Trusts and such and the same Intents and Purposes, and charged in the same Manner as the said Trust Premises are by the said Indenture agreed to be settled and limited, or as near thereto as the Circumstances and the Death of the Parties would admit of, as by the said Indenture among other Things therein contained might appear: And whereas by an Act passed in the Twenty-third Year of the Reign of His late Majesty King *George* the Second, intituled *An Act for vesting Part of the Personal Estate of* Charles Churchill *senior Esquire, deceased, in the Purchase of Lands to be settled pursuant to an Agreement in the Settlement made on the Marriage of* Charles Churchill *junior Esquire with the Lady* Maria Walpole; after reciting the said Will and Settlement, and that the Marriage between the said *Charles Churchill* Party to the said Indenture, and the said Lady *Maria Walpole*, was soon afterwards had and solemnized, and that there was then Issue between them the said *Charles Churchill* and Lady *Maria Walpole* his Wife, Two Children, (that is to say,) *Charles Churchill* their eldest Son, and *Robert Churchill* their younger Son, both then Infants of tender Years: And reciting that the said *Harriot Churchill* had intermarried with the said Sir *Everard Fawkener*, and that such Settlement of Pin Money and of a Jointure was made on her by the said Sir *Everard Fawkener* previous to her said Intermarriage, as was decreed by the Court

of

of Chancery to be a Performance of the Conditions in the Will of the ſaid *Charles Churchill* the elder deceaſed, and that the ſaid Legacy or Portion, given unto her by the Will of the ſaid *Charles Churchill* deceaſed, was paid and ſatisfied by his ſaid Executors, to the ſaid Sir *Everard Fawkener*, out of the Perſonal Eſtate of the ſaid *Charles Churchill* the elder, according to the ſaid Will, and that the Surplus of the Perſonal Eſtate of the ſaid *Charles Churchill* the elder, (after Payment of his Debts and Legacies), and which did then as to the greateſt Part thereof remain Outſtanding upon ſeveral Securities, was computed to amount to more than Forty thouſand Pounds: And reciting that the ſaid *Charles Churchill* and Lady *Maria* his Wife, were both deſirous to have the ſaid Sums laid out in the Purchaſe of Lands, and that the ſaid Sir *Everard Fawkener* and *Dame Harriot* his Wife, and the ſaid *Anne Hockett*, and alſo the ſaid Executors of the ſaid *Charles Churchill* deceaſed, had conſented thereto, and that the Lands ſo to be purchaſed ſhould be ſettled and aſſured to the Uſes following, (that is to ſay), to the Intent in the Firſt Place to ſecure to the ſaid *Anne Hockett* the ſaid Annuity of Fifty Pounds a Year for her Life, and ſubject thereto to Truſtees for the Term of Ninety-nine Years, in Truſt to raiſe and pay to the ſaid Lady *Maria* for her ſeparate Uſe the annual Sum of Three hundred Pounds, during the Joint Lives of her and the ſaid *Charles Churchill* her Huſband; with Remainder to the ſaid *Charles Churchill* for his Life, without Impeachment of Waſte, and after his Deceaſe, to the Intent that the ſaid Lady *Maria* his Wife might receive thereout a Rent Charge of One thouſand Pounds *per Annum* for her Life for her Jointure, and ſubject thereto to Truſtees for a Term of Three hundred Years upon Truſt, to raiſe the Portions by the ſaid Indenture Quinquepartite or Marriage Settlement provided for the Daughters and younger Sons of them the ſaid *Charles Churchill* and Lady *Maria*; with Remainder to the Firſt and other Sons of the ſaid *Charles Churchill* by the ſaid Lady *Maria* his Wife, ſucceſſively in Tail Male; with Remainder to the Daughters of the ſaid *Charles Churchill* by the ſaid Lady *Maria*, as Tenants in Common in Tail, with Croſs Remainders to them in Tail, with a Remainder in Fee to the ſaid Executors of the ſaid *Charles Churchill* the elder, and their Heirs, upon Truſt, for and for the Benefit of ſuch Perſon and Perſons as would be entitled to the Benefit of the Surplus of the ſaid Perſonal Eſtate of the ſaid *Charles Churchill* the elder, or any Part thereof, in caſe the ſame had not been laid out in the Purchaſe of Lands, and had remained in the Hands of his ſaid Executors, in ſuch Manner as therein-after was mentioned; it was enacted, that it ſhould be lawful for the ſaid *Charles* Lord *Baltimore*, Sir *Everard Fawkener*, and *William Sharpe*, and the Survivors and Survivor of them, and the Executors of ſuch Survivor, to lay out, apply, and diſpoſe of the ſaid Reſt and Reſidue of the Perſonal Eſtate of the ſaid *Charles Churchill* deceaſed, amounting as aforeſaid to more than Forty thouſand Pounds, in the Purchaſe in his or their own Name or Names of Freehold Manors, Meſſuages, Lands, Tenements, or Hereditaments in Fee Simple in Poſſeſſion, or in the Purchaſe of Copyholds of Inheritance (not exceeding a Sixth Part of the Whole of what ſhould be ſo purchaſed) ſituate, lying, and being in that Part of *Great Britain* called *England*, free from Incumbrances, and ſhould immediately after ſuch Purchaſe or Purchaſes ſhould be made, by good and ſufficient Conveyances and Aſſurances ſettle and convey the ſaid Lands, Tenements, and Hereditaments ſo to be purchaſed, unto the ſaid *Horatio Walpole* and

John Selwyn, and their Heirs, or unto the Survivor of them and his Heirs, to the ſeveral Uſes following; (that is to ſay), to the Intent and Purpoſe that the ſaid *Anne Hockett* and her Aſſigns might have and receive out of the ſame Premiſes during her Life the annual Sum or yearly Rent Charge of Fifty Pounds, free from all Taxes and Deductions, in lieu of the Annuity of Fifty Pounds given her by the Will of the ſaid *Charles Churchill* deceaſed, with Power of Diſtreſs and Entry for better recovering the ſame, and charged and chargeable therewith, to the Uſe of the ſaid *Horatio Walpole* and *John Selwyn*, their Executors, Adminiſtrators and Aſſigns, for the Term of Ninety-nine Years, to take Effect from the Time of making the ſaid Settlement, upon Truſt; to levy, raiſe, and pay during the Joint Lives of the ſaid Lady *Maria* and the ſaid *Charles Churchill* her Huſband, for the ſeparate Uſe of the ſaid Lady *Maria*, the annual Sum of Three hundred Pounds, in lieu of the annual Sum of Three hundred Pounds which by the ſaid Indenture Quinquepartite was directed to be raiſed for her during the ſaid Joint Lives, and to be paid and payable at the Days and Times, and in the Manner expreſſed in the ſame Indenture; and after the Determination of the ſaid Term, and ſubject thereto, to the Uſe of the ſaid *Charles Churchill*, Party to the ſaid Indenture, for his Life, without Impeachment of Waſte; and after the Determination of that Eſtate to the Uſe of Truſtees in the ſaid intended Settlement to be named, and their Heirs, during the Life of the ſaid *Charles Churchill*, in Truſt to preſerve the contingent Remainders; and after the Death of the ſaid *Charles Churchill*, Party to the ſaid Indenture, to the Uſe, Intent, and Purpoſe that the ſaid Lady *Maria* his Wife, and her Aſſigns, ſhould and might yearly, during her Life, by and out of the ſame Premiſes, take, receive, and enjoy one yearly Rent Charge, or annual Sum of One thouſand Pounds, in lieu of the Annuity of One thouſand Pounds made payable by the ſaid Indenture of Settlement, from and after the Deceaſe of the ſaid *Charles Churchill* her Huſband, which yearly Rent Charge ſhould be made payable, free and clear of and from all Parliamentary and other Taxes, Charges, or Deductions whatſoever, by quarterly Payments, for her Life, in nature of a Jointure, and in lieu and bar of Dower, as in the ſaid Indenture of Settlement is expreſſed, with Powers of Diſtreſs and Entry, for better receiving the ſame, and after the Deceaſe of the ſaid *Charles Churchill* Party to the ſaid Indenture, and ſubject to the ſaid Annuity or yearly Rent Charge of One thouſand Pounds, to the Uſe of the ſaid *Horatio Walpole* and *John Selwyn*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Three hundred Years, in Truſt by Sale or Mortgage, or Perception of the Profits to raiſe and levy for the Portion and Portions of all and every the Child and Children of the ſaid *Charles Churchill* Party to the ſaid Indenture of Settlement, on the Body of the ſaid Lady *Maria* his Wife begotten or to be begotten, other than an eldeſt or only Son, ſuch Sum and Sums of Money as in and by the ſaid Indenture of Settlement is appointed and directed to be levied and paid for the Portions of all and every ſuch Child and Children reſpectively, other than and except as aforeſaid, in ſuch Parts, Shares, and Proportions, if there ſhould be more than one at ſuch Time and Times, and with ſuch Allowance for his and their Maintenance in the mean Time and in ſuch Manner and Form, and by, with, and under ſuch Reſtrictions, Proviſoes, Clauſes of Survivorſhip, Limitations, and Agreements, as in the ſaid recited Indenture of Settlement is mentioned and expreſſed of and concerning the ſame, and immediately after the Expiration or other ſooner Deter-

Determination of the said Term of Three hundred Years: To the Use of the first and every other Son of the Body of the said *Charles Churchill* on the Body of the said Lady *Maria* his Wife begotten or to be begotten successively, according to their Seniority, and the Heirs of the Body and Bodies of all and every such Son and Sons respectively issuing, every elder of such Son and the Heirs of his Body being always preferred, and to take before a younger of them and the Heirs of his Body; and for Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *Charles Churchill* on the Body of the said Lady *Maria* his Wife begotten or to be begotten, and of the Heirs of their several Bodies respectively issuing, such Daughters, if more than one, to take as Tenants in Common, and not as Joint Tenants; and in Default of Issue of any of the said Daughters, to the Use of all and every other such Daughter and Daughters, and of the Heirs of the Body or Bodies of such other Daughter or Daughters issuing, such Daughters, if more than one, also to take as Tenants in Common, and not as Joint Tenants; and for Default of such Issue, to the Use of the said *Charles* Lord *Baltimore*, Sir *Everard Fawkener*, and *William Sharpe*, and their Heirs, or the Survivors or Survivor of them, and his or their Heirs in Trust, to settle, convey, and assure the said Manors, Messuages, Lands, Tenements, or Hereditaments, to such Uses, and for such Intents and Purposes as would best correspond and agree with the several Rights and Interests which by virtue of the said last Will and Testament of the said *Charles Churchill* deceased, would have been then subsisting in, upon, out of, or concerning the said Rest and Residue of his Personal Estate, amounting as aforesaid, to more than the Sum of Forty thousand Pounds, if the same had continued in the Hands of his said Executors and Trustees, and had not been invested in the Purchase of Lands, or else in case the Parties entitled to such Rights and Interests should require the same, in Trust to sell and dispose of the said Manors, Messuages, Lands, Tenements, and Hereditaments, for the best Price or Prices that could be gotten for the same, and to stand interested in all and every the Sum and Sums of Money arising or to arise by such Sale or Sales, upon such Trusts and for such Intents and Purposes in all Respects as were in the Will of the said *Charles Churchill* deceased, declared, and expressed of and concerning the aforesaid Rest and Residue of his Personal Estate, or so many of such Trusts, Intents, or Purposes as should be then existing and capable of taking Effect: And it was by the said Act provided and thereby enacted, that until such Purchase should be made, the said Residue of the Personal Estate of the said *Charles Churchill* deceased, amounting as aforesaid to more than the Sum of Forty thousand Pounds, should be either continued upon the Securities in which the same stood then invested, or else should be placed out on Government or Real Securities at Interest, and the Interest, Dividends and yearly Produce to be arising and produced from such Funds and Securities, should be paid unto such Person or Persons as would be entitled to the Rents and Profits of the Lands and Hereditaments so to be purchased, in case the same were purchased and settled pursuant to the said Act, and when and so often as any such Purchase or Purchases should be made, the Rents and Profits of the Manors, Messuages, Lands, Tenements, or Hereditaments which should be so purchased, should, till such Settlement should be made thereof as thereinbefore is directed, be in the like Manner paid unto such Person or Persons as would be entitled thereunto in case the same were actually settled, in such

Manner as was therein-before directed: And whereas the said *Charles Churchill*, the eldest Son of the said *Charles Churchill* Party to the said Settlement, attained his Age of Twenty-one Years, and died in or about the Month of *October* One thousand seven hundred and eighty-five, leaving Three Children, namely *Charles Henry Churchill*, *William Churchill*, and *Mary Helen Churchill*: And whereas by another Act passed in the Thirty-second Year of the Reign of His present Majesty, intituled *An Act to enable the Heir, or Heirs at Law, of the surviving Trustee of Lands and Hereditaments in the Parishes of* Chalfont Saint Peters *and* Iver, *in the County of* Bucks, *purchased with Part of the Personal Estate of* Charles Churchill *Esquire deceased, by virtue of an Act of Parliament made in the Twenty-third Year of the Reign of His late Majesty, King* George *the Second, to sell and convey the same Lands and Hereditaments, for a Consideration to be paid into the Hands of the Trustees of the Personal Estate of* Charles Churchill *Esquire deceased; and also to enable the said Trustees to invest the said Purchase Money, and other the said Personal Estate in the Purchase of other Lands and Hereditaments, to be settled to the Uses and with the Limitations mentioned in the said Act of Parliament, and again to sell and dispose of the same Lands and Hereditaments, and any other Lands that may be purchased under the same Act, or by virtue of this Act, and to invest the Purchase Monies arising therefrom, either in the Public Funds, or upon Securities, or in the Purchase of other Lands and Hereditaments, to be conveyed to the same Uses*; after reciting (among other Things) the said Will of the said *Charles Churchill* deceased, and the said recited Indenture of Settlement and Act of Parliament, and reciting, that before the purchasing of any Lands pursuant to the said recited Act of Parliament of the Twenty-third Year of the Reign of His late Majesty King *George* the Second, that the said *Charles* Lord *Baltimore* departed this Life, leaving the said Sir *Everard Fawkener* and *William Sharpe* his said Co-executors and Co-trustees him surviving, and that, in pursuance of the said recited Act of Parliament, Part of the Personal Estate of the said *Charles Churchill* deceased, (that is to say) Two several Sums of Seven thousand six hundred Pounds, and Five hundred Pounds (making together the Sum of Eight thousand one hundred Pounds), were by the said Sir *Everard Fawkener* and *William Sharpe*, the Two surviving Trustees thereof, laid out and invested in the Purchase of Lands and Hereditaments therein-after mentioned; and reciting, that the said *Ann Hockett* the Annuitant named in the Will of the said *Charles Churchill* deceased, departed this Life on or about the Month of *January* One thousand seven hundred and eighty-seven; and that the said *Charles Churchill* the younger (named in the said recited Act of Parliament as the eldest Son of the said *Charles Churchill*, Party to the aforesaid Settlement) attained his Age of Twenty-one Years, and afterwards, (*videlicet*), on or about the Month of *October* One thousand seven hundred and eighty-five, departed this Life, leaving *Johanna* his Wife, and Three Children by her, namely, the said *Charles Henry Churchill*, *William Churchill*, and *Mary Helen Churchill*, in the said Act now in recital called *Mary Churchill*, who were all then Infants him surviving; it was enacted, that all the Manor, Capital Messuage or Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises comprized in and released and conveyed by certain Indentures of Lease and Release of the Seventh and Eighth Days of *January* One thousand seven hundred and fifty-five, and the Sixth and Seventh Days of *April* One thousand seven hundred and fifty-eight respectively, and all other the Hereditaments and Premises situate and being in the

Recital of Act of 32 G. 3.

the ſaid Pariſhes of *Chalfont Saint Peters* or *Iver*, in the ſaid County of *Bucks*, and which were ſo as aforeſaid purchaſed by virtue of the ſaid recited Act of Parliament, with their and every of their Rights, Members, and Appurtenances, ſhould from thenceforth be veſted in and ſettled upon *Mary Douglaſs* the Wife of *Andrew Douglaſs* and her Heirs, freed and diſcharged of and from all the Uſes, Truſts, Eſtates, Limitations, Charges, Conditions, Declarations, Powers, and Incumbrances limited, expreſſed, and declared, or directed in and by the aforeſaid Will of the ſaid *Charles Churchill*, the ſaid recited Indenture of Settlement of the Fifteenth Day of *February* One thouſand ſeven hundred and forty-five, and the ſaid in Part recited Act of Parliament and Indentures of Releaſe reſpectively, or any of them, to, for, or on Behalf of any Perſon or Perſons whomſoever, upon Truſt that ſhe the ſaid *Mary Douglaſs*, or her Heirs, ſhould, with ſuch Conſent as therein mentioned, ſell, convey, and aſſure, all the ſaid Manor, Meſſuages, Lands, Tenements, and Hereditaments in the ſaid Pariſhes of *Chalfont Saint Peters* and *Iver*, or elſewhere, in the ſaid County of *Bucks*, ſo purchaſed as aforeſaid, and the Inheritance in Fee Simple thereof to and for the Uſe of *Thomas Hibbert*, his Heirs and Aſſigns, for ever, purſuant to an Agreement in that Behalf, or as he or they ſhould direct or appoint, for and in Conſideration of the Purchaſe Money or Sum of Twelve thouſand Pounds, to be paid in the Manner therein-after mentioned; or in caſe of Default or Failure in the Performance of the ſaid Contract or Agreement by or on the Part of the ſaid *Thomas Hibbert*, his Heirs, Executors, or Adminiſtrators, upon Truſt to ſell, convey, and aſſure all the ſame ſeveral Hereditaments with the Appurtenances to and to the Uſe of ſuch other Perſon or Perſons as ſhould chooſe to become the Purchaſer or Purchaſers thereof, his or their Heirs and Aſſigns, at or for any Sum or Sums not leſs in the whole than the ſaid Sum of Twelve thouſand Pounds, to be paid in Manner therein-after mentioned, and that freed and abſolutely diſcharged as aforeſaid: And it was thereby further enacted and declared, that the ſaid Sum of Twelve thouſand Pounds, or other the Purchaſe Money, ſhould, upon ſuch Sale and Conveyance of the ſaid Hereditaments as aforeſaid, be paid, with ſuch Conſent as therein mentioned, into the Hands of Lord *Cadogan* and *Richard Cox* (Truſtees appointed by the Court of Chancery in the Room of the ſaid *William Sharpe* deceaſed) or of the Survivor of them, or the Executors and Adminiſtrators of ſuch Survivor, or other the Perſon or Perſons who might thereafter be appointed a Truſtee or Truſtees of the Reſidue of the Perſonal Eſtate of the ſaid Teſtator *Charles Churchill* deceaſed, to be by them or him (the ſame Truſtees or Truſtee thereof for the Time being, with ſuch Conſent and Approbation as therein mentioned) inveſted in or upon ſome of the Parliamentary Stocks or Funds, or Real or Government Securities, at Intereſt, upon the ſame Truſts, nevertheleſs, and to and for the ſame Intents and Purpoſes, and with, under and ſubject to the ſame Limitations, Conditions, Powers, Proviſoes, and Declarations as by the ſaid recited Indenture of Settlement Quinquepartite, and Act of Parliament, are or were expreſſed and declared or directed and referred to, of and concerning the Reſiduary Perſonal Eſtate of the ſaid Teſtator *Charles Churchill* deceaſed, or to, for, upon, and ſubject to ſuch of them as might be then ſubſiſting or undetermined and capable of taking effect: And it was thereby further enacted and declared, that it ſhould and might be lawful to and for *Charles Sloane* then Lord *Cadogan*, and *Richard Cox*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, or other the Truſtee or Truſtees for the Time being of the ſaid

Purchaſe

Purchaſe Money, and other the Reſiduary Eſtate of the ſaid Teſtator *Charles Churchill* deceaſed, by and with ſuch Conſent and Approbation as therein mentioned, to lay out, apply, and diſpoſe of the ſaid Purchaſe Money and other the ſaid Reſiduary Eſtate in the Purchaſe, in their or his own Names or Name, of Freehold Manors, Meſſuages, Lands, Tenements, or Hereditaments, in Fee Simple, in Poſſeſſion, or in the Purchaſe of Copyholds of Inheritance, (not exceeding a Sixth Part of the Whole of what ſhould be ſo purchaſed,) ſituate, lying, and being in that Part of *Great Britain* called *England*, free from Incumbrances; and ſhould, as ſoon as conveniently might be after ſuch Purchaſe or Purchaſes ſhould be made, by good and ſufficient Conveyances and Aſſurances, ſettle and convey the ſaid Manors, Meſſuages, Lands, Tenements, or Hereditaments, ſo to be purchaſed, to ſuch Uſe and Uſes, for ſuch Eſtate and Eſtates, and upon ſuch Truſt and Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to, by, with, and under ſuch Powers, Proviſoes, Conditions, and Declarations, as by the ſaid recited Act of Parliament were expreſſed and declared or directed, of and concerning the Hereditaments thereby authorized to be purchaſed as aforeſaid, or ſuch of them as might be then ſubſiſting and capable of taking Effect: And it was thereby further enacted and declared, That after any ſuch other Lands, Tenements, or Hereditaments, ſhould be ſo as aforeſaid purchaſed by the Authority of the ſaid recited Act or that preſent Act, it ſhould and might be lawful to and for the ſaid *Charles Sloane* then Lord *Cadogan*, and *Richard Cocks*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, or other the Truſtee or Truſtees for the Time being of the Reſiduary Eſtate of the ſaid *Charles Churchill* deceaſed, by and with ſuch Conſent and Approbation as therein mentioned, to ſell, convey, and aſſure the ſaid laſt-mentioned Lands, Tenements, and Hereditaments, ſo to be purchaſed by the Authority of the ſaid recited Act, or of that preſent Act, or any Part thereof with the Appurtenances, for the beſt Price or moſt Money that could be reaſonably got for the ſame: And that for ſuch Purpoſe the ſame Lands, Tenements, and Hereditaments ſhould immediately thereupon in every ſuch Caſe veſt in and be and remain to the Uſe of the ſaid *Charles Sloane* then Lord *Cadogan*, and *Richard Cocks*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor or other the Truſtee or Truſtees for the Time being of the Reſiduary Eſtate of the ſaid Firſt Teſtator *Charles Churchill* deceaſed, freed and for ever diſcharged of and from the Uſes, Limitations, Truſts, Proviſoes, and Conditions expreſſed and declared or directed by the ſaid recited Settlement and Act of Parliament, or that preſent Act, or which, in purſuance thereof or of any of them, ſhould or might be or had been expreſſed and declared or referred to, of and concerning the ſame: But nevertheleſs upon Truſt to ſell and diſpoſe thereof, and upon Payment of the Purchaſe Money, with ſuch Conſent as therein-mentioned, to them the ſaid Truſtees or Truſtee for the Time being, to convey and aſſure the ſame with the Appurtenances and the Inheritance in Fee Simple thereof unto ſuch Perſon or Perſons as ſhould or might ſo become the Purchaſer or Purchaſers thereof, and his, her, and their Heirs and Aſſigns for ever, or otherwiſe as he, ſhe, or they ſhould direct or appoint, freed and abſolutely diſcharged as therein-before was laſt-mentioned, and upon Truſt, with ſuch Conſent as therein-mentioned, to inveſt the Monies ariſing from the Sale and Diſpoſition of the ſaid laſt mentioned Lands, Tenements, and Hereditaments, or any Part thereof, in their or his own Names or Name in or upon

upon such Stocks, Funds, or Securities as aforesaid, in like Manner and upon and subject to the like Trusts and to and for the like Intents and Purposes as were therein-before expressed and declared or directed and referred to, of and concerning the aforesaid Purchase Money to arise from the Sale of the said first mentioned Hereditaments thereby authorized to be sold as aforesaid, or to invest such Monies again in the Purchase of other Lands and Hereditaments to be settled and conveyed to the Uses, and subject to the Trusts and in the Manner therein-before mentioned or directed, of and concerning the Hereditaments thereby authorized to be purchased as aforesaid, or to and for such of them as might for the Time being be subsisting or undetermined and capable of taking Effect: And whereas the said *Charles Henry Churchill* and *William Churchill*, Two of the Three Children of the said *Charles Churchill* the younger, died in the Lifetime of their Grandfather the said *Charles Churchill* the Party to the said Indenture of Settlement, the said *Charles Henry Churchill* having died in or about the Month of *April* in the Year One thousand eight hundred and eleven, and the said *William Churchill* in or about the Month of *May* in the Year One thousand seven hundred and ninety-three, leaving the said *Mary Helen Churchill* their Sister surviving: And whereas the said Lady *Maria Churchill* departed this Life in the Life-time of her said Husband the said *Charles Churchill* the Party to the said recited Indenture of Settlement, and the said *Charles Churchill* died in or about the Month of *April* in the Year One thousand eight hundred and twelve, leaving his Grand-daughter the said *Mary Helen Churchill*, the only Child of the said *Charles Churchill*, the eldest Son of the said *Charles Churchill* and Lady *Maria* his Wife, then surviving, and leaving his Great-grandson *Charles Henry Churchill*, the Son of the said *Charles Henry Churchill* his Heir at Law, and Heir of the Body of his eldest Son *Charles Churchill*: And whereas the said *Mary Helen Churchill*, as the only Child of the said *Charles Churchill* her Father living at the Death of the said *Charles Churchill* her Grandfather, conceives, that under the said Will of the said Testator *Charles Churchill*, and under the said Marriage Settlement, she would have been absolutely entitled to the Provision made by the said Settlement for the eldest Son of the said Marriage, and his Children, if the said recited Acts of Parliament had not passed; and the said *Mary Helen Churchill* is advised that the Provision contained in the said recited Act of the Twenty-third Year of the Reign of His said late Majesty King *George* the Second, by which the Estates thereby authorized to be purchased were directed to be settled to the Use of the first and every other Son of the Body of the said *Charles Churchill* on the Body of the said Lady *Maria* his Wife begotten or to be begotten, successively in Tail General, with Remainder to the Use of all and every the Daughter and Daughters of the Body of the said *Charles Churchill*, on the Body of the said Lady *Maria* his Wife begotten or to be begotten as Tenants in Common in Tail General, with Cross Remainders, were not conformable to the Trusts of the said Will of the said Testator *Charles Churchill*, or of the said Settlement, or a due Performance of the Covenant contained in the said Settlement; and that the said Act passed in the Thirty-second Year of the Reign of His present Majesty is also contrary to the Provisions in the said Will and Settlement: And whereas the said *Charles Henry Churchill* the younger, the Brother of the said *Mary Helen Churchill*, and who died in the Life-time of the said *Charles Churchill* his Grandfather the Party to the said Settlement, left Issue One Son, the said *Charles Henry Churchill* an Infant, who claims to be entitled as Tenant in Tail under the Provisions of the said Acts of

of Parliament, notwithſtanding the Diſpoſitions in the ſaid Will and Settlement: And whereas the ſaid Eſtates in the ſaid County of *Bucks* were afterwards ſold, and the Monies thence ariſing laid out on Government or Real Securities at Intereſt, purſuant to the Proviſions contained in the ſaid recited Act of the Thirty-ſecond Year of the Reign of His preſent Majeſty, and no Lands have ſince been purchaſed out of the Reſidue of the Perſonal Eſtate of the ſaid Teſtator *Charles Churchill* deceaſed, and ſuch Reſidue is now inveſted in Government or Real Securities: And whereas a Bill was filed in the High Court of Chancery on the Sixth Day of *Auguſt* One thouſand eight hundred and twelve, by the Right Honourable *Horatio* Earl of *Orford*, *Hans Sloane* Eſquire, and *Joſeph White* Eſquire, the Executors and legal Perſonal Repreſentatives of the ſaid *Charles Sloane* Lord *Cadogan* deceaſed, who ſurvived his Co-Truſtee the ſaid *Richard Cox*, againſt the ſaid *Charles Henry Churchill* the Infant in the ſaid Bill called *Charles Churchill*, the ſaid *Mary Helen Churchill*, and the ſeveral other Perſons therein named, praying that the Rights of the ſeveral Parties beneficially intereſted in the ſaid Truſt Property might be aſcertained, and that the ſame might be diſtributed by the Decree of the Court amongſt the ſeveral Parties entitled thereto; and the ſaid *Charles Henry Churchill* the Infant, by *James Chalmer* his Guardian, and the ſaid *Mary Helen Churchill*, have put in their Anſwers to the ſaid Bill, but no further Proceedings have been yet had in the ſaid Suit: And whereas the ſaid *Mary Helen Churchill*, conceiving herſelf ſo as aforeſaid aggrieved by the ſaid Acts, and being adviſed that her Intereſts in the ſaid Truſt Property will be materially prejudiced and affected upon the Hearing of the ſaid Cauſe, unleſs ſo much of the ſaid recited Acts as are contrary to the Proviſions in the ſaid Will and Settlement ſhall be repealed, and is deſirous that the ſame ſhould be ſo repealed; therefore Your Majeſty's moſt dutiful and loyal Subject, the ſaid *Mary Helen Churchill*, Doth 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, from and immediately after the paſſing of this Act, ſo much of the ſaid recited Acts of the Twenty-third Year of the Reign of His late Majeſty King *George* the Second, and of the Thirty ſecond Year of the Reign of His preſent Majeſty, as are reſpectively contrary to and inconſiſtent with the Proviſions contained in the ſaid Will of the ſaid Teſtator *Charles Churchill* deceaſed, and the ſaid Settlement, ſo far as ſuch Settlement is in conformity to the ſaid Will, be repealed, (ſave and except as the ſaid Acts direct the Application of the Perſonal Eſtate of the ſaid Teſtator *Charles Churchill* in the Purchaſe of Lands), and the ſame is and are hereby repealed, and declared to be null and void to all Intents and Purpoſes whatſoever.

Part of Acts of 23 G. 2. and 32 G. 3. repealed.

Saving.

II. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politic and Corporate, his, her, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Mary Helen Churchill*, and the Firſt and other Sons of the ſaid *Charles Churchill* Party to the ſaid Indenture of Settlement, by the ſaid Lady *Maria Churchill*, and the Heirs of the Body and Bodies of ſuch Son and Sons reſpectively; and alſo except all and every the Daughter and Daughters of the ſaid *Charles*

Churchill by the said Lady *Maria Churchill*, and the Heirs of the Body and Bodies of such Daughter and Daughters respectively, so far as they or any of them could or might claim any Estates, Rights, and Interests under the said Acts or either of them, contrary to the Provisions in the said Will and Settlement), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Hereditaments and Premises, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

Act to be printed by the King's Printer.

III. 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.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1813.