



ANNO SECUNDO & TERTIO

# VICTORIÆ REGINÆ.

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## Cap. 35.

An Act to authorize the Sale of certain Lands, Tenements, and Hereditaments in the Counties of *Kent* and *Northampton*, formerly belonging to *William Marshall of Clifford's Inn* in the City of *London*, Gentleman, deceased; and for other Purposes incidental thereto. [19th July 1839.]

**W**HEREAS *William Marshall* late of *Clifford's Inn* in the City of *London*, Gentleman, deceased, by his last Will and Testament in Writing, bearing Date on or about the Fourteenth Day of *May* One thousand eight hundred, signed and published by him in the Presence of Three subscribing Witnesses, after revoking all Wills and Codicils and other testamentary Dispositions made by him at any Time theretofore, and declaring that to be his last Will and Testament, and after giving and devising to his Brother *Thomas Marshall*, and to his Heirs and Assigns for ever, a Copyhold Estate at *Solihull* in the County of *Warwick*, gave and devised all his Freehold Estates situate in the Counties of *Kent* and *Northampton*, and other his Real Estates whatsoever and wheresoever, which he had Power to dispose of by that his Will, with their Rights, Members, and Appurtenances, (except his Estate at *Solihull* aforesaid,) unto and to the Use of *Charles Butler* of *Lincoln's Inn* in the County of  
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Will of  
William  
Marshall,  
dated May  
1800.

*Middlesex*, Esquire, and *James Winsbury* of *Searle Street* in the said County, Shoemaker, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after expressed or contained of and concerning the same; (that is to say) upon Trust that they the said *Charles Butler* and *James Winsbury*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should, by and with the Rents, Issues, and Profits of the said Freehold Estates, levy, raise, and pay to his dear Sister *Mary Bourton*, and *Jonas Bourton* her Husband, and the Survivor of them, during the Lives and Life of them and the Survivor of them, One annual Sum of Seventy Pounds of lawful Money of *Great Britain*, clear of any Deduction or Abatement whatsoever, by equal quarterly Payments in every Year, and the first quarterly Payment thereof to be made at the End of Three Calendar Months after his Decease; and, subject thereto, should stand and be seised of the said Estates upon Trust for his the said Testator's Son *Thomas Marshall*, and his Assigns, during his natural Life; and after his Decease, in Trust for all and every the Children and Child of his said Son *Thomas Marshall* lawfully begotten or to be begotten, and to be divided between and amongst them, if more than One, in equal Shares, as Tenants in Common in Tail, with cross Remainders in Tail between and amongst them; and if there should be a Failure of Issue of all such Children but One, or if there should be but One such Child, in Trust for such surviving or only Child in Tail; and in default of such Issue in Trust for his the said Testator's Brother *Thomas Marshall*, and his Assigns, during his natural Life; and after his Decease in Trust, by and out of the Rents, Issues, and Profits of the said Estates, to pay to his the said *Thomas Marshall's* eldest Son *William Marshall*, during his Life, an annual Sum of Forty Pounds, without any Deduction or Abatement whatsoever, by Four equal quarterly Payments, and the first of the said quarterly Payments to be made at the Expiration of Three Calendar Months next after the Decease of the said Testator's Brother *Thomas Marshall*; and, subject thereto, should stand and be seised of the said Freehold Estates in Trust for *Thomas Marshall*, the youngest Son of his said Brother, during his natural Life; and after his Decease in Trust for all and every his Children and Child then born or thereafter to be born, to be divided between and amongst them, if more than One, in equal Shares, as Tenants in Common in Tail, with cross Remainders in Tail between and amongst them; and if there should be a Failure of Issue of all the said Children save One, or if there should be but One such Child, in Trust for that only or remaining Child in Tail; and in default of such Issue in Trust for his the said Testator's Sister *Mary Bourton*, for and during the Term of her natural Life; and from and after her Decease in Trust for all and every her Children and Child, to be divided between and amongst them, if more than One, in equal Shares, as Tenants in Common in Tail, with cross Remainders in Tail between and amongst them; and if there should be a Failure of Issue of all the said Children save One, or if there should be but One such Child, in Trust for that remaining or only Child in Tail; and in default of such Issue then in Trust for the said Testator's own right Heirs; and after making various Gifts and Bequests, and disposing of the Resi-  
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due of his Personal Estate in manner in the said Will particularly mentioned, and after reciting that his said Son *Thomas Marshall* had for some Time past resided in *America*, and that it was some Time since he had heard from him, and that it was doubtful whether he was alive, and whether, if he were dead, he had left any Issue, the said Testator desired his said Trustees to make every possible Exertion to discover whether he was alive, and if he were dead whether any Issue of his Body was living; and the said Testator directed that the Expences of making such Inquiries should come out of his Personal Estate; and after making such Exertions as to his Trustees should seem reasonable, and in case they or his Trustees or Trustee for the Time being should not be able to discover whether he was alive, and if he were dead whether he had left Issue, then and in such Case he declared his Mind and Will to be, that it should be lawful for his said Trustees and Trustee for the Time being to pay and apply the Rents, Issues, and Profits of his said Real Estates, and the Interest, Dividends, and annual Produce of certain Trust Monies, Stocks, Funds, and Securities, in manner therein-after mentioned; (that is to say) if the Existence of his said Son should not be ascertained, but it should be ascertained to the Satisfaction of his said Trustees or Trustee for the Time being that he left Issue One or more Child or Children, then to pay and apply the said Rents, Issues, and Profits, and the Interest, Dividends, and annual Produce, to the said Child and Children, or such of them whose Existence should be ascertained, in the same Manner in which the same would be payable or applicable if his said Son were actually dead without leaving any other Child; but if the Existence of any such Issue should be doubtful, then to pay the said Rents, Issues, and Profits, and the said Interest, Dividends, and annual Produce, to the Person or Persons who would be entitled thereto respectively under the Trusts of that his Will if his said Son were then actually dead without being or having been married; provided also, that if after such Application should have been made of the said Rents, Issues, and Profits, and the said Interest, Dividends, and annual Produce, the Existence of his said Son, or of any Child or Children of his Body, should be ascertained, he or they should from that Time be entitled to the said Rents, Issues, and Profits, and the said Interest, Dividends, and annual Produce, in the same Manner as if the Payment thereof to him or them respectively had not been suspended or withheld, but nevertheless the former Application thereof should be good and unimpeachable, and his said Son, and his Child and Children, or any of them, should not have any Claim or Demand in respect of the same; and being confident that his said Trustees would act for the best, and being sensible that the Case was of a singular Nature, and subject to many Contingencies, he left as much as the Nature of the Case would admit to the Discretion of his said Trustees or Trustee for the Time being to act as they should think most just and prudent; and the said Testator declared, that the Receipt or Receipts of his Trustees or Trustee for the Time being for any Sum or Sums of Money payable to them or him respectively, under or by virtue of the Trusts of that his Will, should be good and effectual Releases for the Money therein mentioned to be received, and should to all Intents and Purposes discharge the Parties paying the  
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the same from seeing to the Application thereof; and he directed that the Timber or Wood which should be upon his Real Estates or any of them should from Time to Time be made use of for repairing Houses thereupon, or otherwise for the Benefit and Advantage of his Estate, or that the same should be sold, and that the Money arising from the Sale thereof should be applied in the Manner in which his Personal Estate was therein-before directed to be applied; and he directed that the then present Tenants of his Estate in *Northamptonshire* should be allowed to hold the same for Seven Years at the Rents and upon the Terms at and upon which they should then hold the same; and after disposing of all Mortgages and Trust Estates which might be vested in him in the Manner therein mentioned, the said Testator declared, that if the Trustees thereby appointed, or to be appointed as therein-after mentioned, or their respective Heirs, Executors, or Administrators, should depart this Life, or decline or become incapable of acting in the Trusts of his said Will, or should wish to have any other Person or Persons joined to him or them in the Execution of the Trusts thereof, then and so often as it should so happen it should be lawful for the existing, surviving, or continuing Trustees or Trustee, or the Executors or Administrators of the last surviving or continuing Trustee, by Writing under their, his, or her Hands or Hand, to appoint One or more Person or Persons to be a Trustee or Trustees in the Room or jointly with the Trustee or Trustees so dying, or refusing or becoming incapable to act, or wishing another Person to be added to the Trust, as therein-before was mentioned, and thereupon such Trust Estates and Premises should be vested in the new Trustee or Trustees jointly or solely with the surviving or continuing Trustee, as Occasion should require; and every such new Trustee should have such and the same Powers, Authorities, and Discretion, to all Intents and Purposes whatsoever, as if he or they had been originally nominated a Trustee or Trustees in his said Will; and the said Testator nominated and appointed the said *Charles Butler* and *James Winsbury* Executors of his said Will: And whereas the said Testator afterwards departed this Life on or about the Eighteenth Day of *September* One thousand eight hundred, without having in any other Manner altered his said Will, otherwise than by a Codicil thereto dated on or about the Twenty-sixth Day of *July* One thousand eight hundred, which did not in any Manner affect the Devise of his said Real Estates: And whereas the said Will, with the Codicil, was duly proved in the Prerogative Court of *Canterbury* on or about the Third Day of *October* in the Year One thousand eight hundred, by the said *Charles Butler* and *James Winsbury*, the Executors in the said Will named: And whereas the Two first-mentioned Annuitants are both dead, the said *Mary Bourton*, the Sister of the said Testator, in or about the Month of *June* One thousand eight hundred, and the said *Jonas Bourton* her Husband in or about the Month of *April* One thousand eight hundred and nineteen: And whereas the said *Thomas Marshall*, the Son of the said Testator, has long since departed this Life without Issue: And whereas, upon the Decease of the said Testator *William Marshall*, his Brother the said *Thomas Marshall* was let into the Receipt of the Rents and Profits of the said Trust Estates, and continued in the Possession thereof up to the Day of his Decease: And whereas the said *Thomas Marshall*, the Brother  
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of the said Testator, departed this Life on or about the Fifteenth Day of *December* One thousand eight hundred and sixteen: And whereas upon the Decease of the said *Thomas Marshall* (the Brother of the said Testator) the said *Thomas Marshall*, the youngest Son of the said *Thomas Marshall* the Brother, and the Nephew of the said Testator, was let into the Receipt of the Rents and Profits of the said Trust Estates, according to the Directions contained in the said Will, but subject to the Payment thereof of the said Annuity of Forty Pounds to the said *William Marshall*, the elder Son of the said *Thomas Marshall*, the Brother of the said Testator, and which Annuity ceased upon the Death of the said *William Marshall*, which took place on or about the Fourth Day of *February* One thousand eight hundred and thirty-seven: And whereas the said *James Winsbury* departed this Life some Time since, namely, in or about the Month of *July* One thousand eight hundred and twenty-two, leaving the said *Charles Butler* his Co-trustee him surviving: And whereas the said *Charles Butler* departed this Life in or about the Month of *June* One thousand eight hundred and thirty-two, intestate as to his Trust Estates, and leaving *Mary Stonor* Widow, and *Theresa Lynch*, the Wife of *Andrew Henry Lynch* Esquire, his only Children and Co-heiresses at Law him surviving, and having by his last Will and Testament appointed the said *Mary Stonor* sole Executrix thereof, who duly proved the same in the Prerogative Court of the Archbishop of *Canterbury* soon after the Decease of the said *Charles Butler*, namely, on or about the Twenty-first Day of *June* One thousand eight hundred and thirty-two: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Sixteenth and Seventeenth Days of *March* One thousand eight hundred and thirty-six, the Release being made between the said *Mary Stonor* and *Andrew Henry Lynch* and *Theresa* his Wife of the First Part, the said *Thomas Marshall* (the Son of the said *Thomas Marshall*, the Brother of the said Testator,) of the Second Part, the said *Mary Stonor* of the Third Part, and *Joseph Silvester* of *Solihull* in the County of *Warwick*, Gentleman, and *William Francis Patterson* of *Leamington Priors* in the same County, Gentleman, of the Fourth Part, after reciting the Will and Death of the said Testator, and the Death of the said *Thomas Marshall*, the Son of the said Testator, and also of the said *Mary Bourton* and *Jonas Bourton*, and also of the said *James Winsbury*, and the Death of the said *Charles Butler* intestate as to his Trust Estates, and the Proof of his Will, and that no Appointment of Trustees under the said Will of the said *William Marshall* having been made since the Execution of such Will the said Trust Estates had become vested in the said *Mary Stonor* and *Theresa Lynch*, the Co-heirs at Law of the said *Charles Butler*, and that the said *Mary Stonor* and *Andrew Henry Lynch* and *Theresa* his Wife had declined to act in the Trusts of the said recited Will of the said *William Marshall*, and in fact had never acted therein, and that the said *Thomas Marshall*, Party thereto, who was then equitable Tenant for Life of the Freehold and Real Estates by the said Will devised in Trust as aforesaid, had applied to and requested the said *Mary Stonor*, as Executrix of the said *Charles Butler*, to appoint the said *Joseph Silvester* and *William Francis Patterson* to be Trustees in the Room of the said *Mary Stonor* and *Theresa Lynch*, and had also applied to and requested the said *Mary*

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*Stonor* and *Andrew Henry Lynch* and *Theresa* his Wife, as Heirs at Law of the Trust Estates which were vested in the said *Charles Butler* solely at the Time of his Death, to convey and assure all the same Freehold and Real Trust Estates to the said *Joseph Silvester* and *William Francis Patterson*, and their Heirs, so that the same might be vested in them in manner therein-after mentioned, and which they had respectively agreed to do, it was witnessed, that in pursuance of the said Request she the said *Mary Stonor*, by that Writing under her Hand and Seal, appointed the said *Joseph Silvester* and *William Francis Patterson* to be Trustees in the Room of the Trustees so declining to act as aforesaid; and it was further witnessed; that in further pursuance of the said Request they the said *Mary Stonor*, *Andrew Henry Lynch*, and *Theresa* his Wife, with the Approbation of the said *Thomas Marshall*, Party thereto, granted, bargained, sold, released, and confirmed unto the said *Joseph Silvester* and *William Francis Patterson*, and to their Heirs, all and every the Manors and reputed Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Freehold Estates situate in the Counties of *Kent* and *Northampton*, and other the Real Estate of the said *William Marshall* the Testator, whatsoever and wheresoever, which he had Power to dispose of by his said Will, with their Rights, Members, and Appurtenances, and which by the same Will were given and devised unto and to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, to have and to hold the said Freehold Estates, Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and Premises, thereby released or otherwise assured, or intended so to be, with their and every of their Rights, Members, and Appurtenances, unto the said *Joseph Silvester* and *William Francis Patterson*, their Heirs and Assigns, to the Use of the said *Joseph Silvester* and *William Francis Patterson*, their Heirs and Assigns for ever, upon and for the Trusts, Intents, and Purposes, and with and subject to the Powers, Provisoos, and Declarations in and by the said Will of the said *William Marshall* expressed or contained of and concerning the same, or such of them as were then subsisting or capable of taking effect: And whereas the said *Thomas Marshall*, the Nephew of the said Testator, departed this Life on or about the Twenty-eighth Day of *March* One thousand eight hundred and thirty-six, having previously had Eight Children, namely, *Thomas Marshall*, *James Marshall*, *William Marshall*, *Charles Marshall*, *George Marshall*, *Ann Maria Marshall*, *Mary Marshall*, and *Mary Amelia Marshall*: And whereas the said *Thomas Marshall*, the eldest Son of *Thomas Marshall*, the Nephew of the said Testator, departed this Life in the Lifetime of his said Father, and without having barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, leaving *Thomas Marshall* his only surviving Child, now an Infant under the Age of Twenty-one Years: And whereas by an Order of the High Court of Chancery, bearing Date on or about the Nineteenth Day of *March* One thousand eight hundred and thirty-eight, *William Marshall* of *Leamington Priors* aforesaid, Gentleman, the Third Son of the said *Thomas Marshall*, the Nephew of the

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the said Testator, and Uncle of the said *Thomas Marshall* the Infant, has been duly appointed the Guardian of his Person and Estates: And whereas the said *James Marshall*, the Second Son of the said *Thomas Marshall*, the Nephew of the said Testator, has attained his Age of Twenty-one Years, and afterwards, by an Indenture dated on or about the Sixteenth Day of *March* One thousand eight hundred and thirty-nine, duly barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and the same undivided Eighth Part of the said Freehold Estates is now vested in him as in Fee Simple under and by virtue of the same Indenture: And whereas *William Marshall*, the Third Son of the said *Thomas Marshall*, the Nephew of the said Testator, has attained his Age of Twenty-one Years: And whereas the said *William Marshall*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven, duly barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and the same undivided Eighth Part of the said Freehold Estates is now vested in him as in Fee Simple under or by virtue of the same Indenture: And whereas the said *Charles Marshall*, the Fourth Son of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall* deceased, has attained his Age of Twenty-one Years: And whereas the said *Charles Marshall*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven duly barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and the same undivided Eighth Part of the said Freehold Estates is now vested in him as in Fee Simple under or by virtue of the same Indenture: And whereas the said *George Marshall*, the Fifth Son of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall* deceased, has attained his Age of Twenty-one Years: And whereas the said *George Marshall*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture dated on or about the Sixth Day of *March* One thousand eight hundred and twenty-eight, and made or expressed to be made between the said *George Marshall* of the First Part, *John Ledbrooke* of the Second Part, and *Thomas Martin* of the Third Part, and by a Fine *Sur conuzance de droit come ceo*, &c. levied in pursuance of a Covenant in the said Indenture, he the said *George Marshall* conveyed and assured all his One undivided Eighth Part or Share of him the said *George Marshall* expectant and to take effect in Possession upon the Death of his Father the said *Thomas Marshall*, the then Tenant for Life, of and in all the said Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, to the Use of the said *John Ledbrooke*,

*Ledbrooke*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the said Indenture for the Term of One thousand Years from thence next ensuing, at a Peppercorn Rent, upon Mortgage, to secure Payment to the said *John Ledbrooke*, his Executors, Administrators, and Assigns, of the Sum of One hundred and fifty Pounds, and Interest, subject nevertheless to the Life Interest of the said *Thomas Marshall*, the Father of the said *George Marshall*, in the said Freehold Estates, and also subject to the Proviso or Condition, Covenant or Agreement, therein contained, for Redemption, on Payment by the said *George Marshall*, his Executors, Administrators, or Assigns, to the said *John Ledbrooke*, his Executors, Administrators, or Assigns, of the Sum of One hundred and fifty Pounds, with Interest for the same, after the Rate, at the Time, and in the Manner therein mentioned and appointed for Payment thereof respectively: And whereas by an Indenture bearing Date on or about the Twenty-second Day of *July* One thousand eight hundred and twenty-nine, and made or expressed to be made between the said *George Marshall* of the First Part, *William Jenking* of the Second Part, and *William Redfern* and *Clement Cotterill Redfern* of the Third Part, he the said *George Marshall* did grant, bargain, sell, assign, transfer, alien, and release unto the said *William Jenking*, his Executors, Administrators, and Assigns, One undivided Third Part, Share, or Proportion of and in his undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall*, the then Tenant for Life, and whether such Determination had already happened or not, of and in all the before-mentioned Freehold Estates, and also of and in all and every other Share and Shares which should or might descend to and become vested in the said *George Marshall* during the Lifetime of his said Father, to and for the Use of the said *William Jenking*, his Executors, Administrators, and Assigns, during the natural Life of him the said *George Marshall*, but not longer, to take effect in Possession immediately upon or after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall*, the then Tenant for Life: And whereas by a Memorandum in Writing bearing Date on or about the Twenty-fourth Day of *July* One thousand eight hundred and twenty-nine, signed by the said *William Redfern* and *Clement Cotterill Redfern* and *William Jenking*, and indorsed upon the last-mentioned Indenture, it was declared that the Consideration Money advanced and paid to the said *George Marshall* was advanced and paid in equal Shares by the said *William Redfern* and *Clement Cotterill Redfern* and the said *William Jenking*, that is to say, one Half of the Purchase Money by the said *William Redfern* and *Clement Cotterill Redfern*, and the other Half by the said *William Jenking*, and it was understood between them that their Interest in the Property conveyed by the last-mentioned Indenture was and should be in proportion to their respective Contributions to the Purchase Money: And whereas by an Indenture bearing Date on or about the Nineteenth Day of *November* One thousand eight hundred and twenty-nine, and made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Jenking* of the other Part, he the said *George Marshall* did grant, bargain, sell, assign, transfer, alien, and release unto the said *William Jenking*,



*Jenking*, his Executors, Administrators, and Assigns, One undivided Sixth Part or Share of and in his undivided Eighth Part or Share of and in the said Freehold Estates, to the Use of the said *William Jenking*, his Executors, Administrators, and Assigns, for and during the natural Life of the said *George Marshall*, but not longer or otherwise, to take effect in Possession immediately upon or after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall*, the then Tenant for Life: And whereas by a Memorandum in Writing, bearing Date on or about the Fifth Day of *February* One thousand eight hundred and thirty, indorsed on the last-recited Indenture, it was declared that the Consideration Money named in the last-mentioned Indenture was advanced and paid in equal Shares by the said *William Redfern* and *Clement Cotterill Redfern*, and by the said *William Jenking*, that is to say, one Half by the said *William Redfern* and *Clement Cotterill Redfern*, and the other Half by the said *William Jenking*, and that it was understood between them that their Interest in the Property conveyed was and should be in proportion to their respective Contributions to the Purchase Money: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Tenth and Eleventh Days of *February* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, release, and confirm unto the said *William Smith* and his Heirs all that One undivided Eighth Part or Share of and in all his undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in the said Freehold Estates, and also of and in all and every other Share or Shares which might descend to or become vested in the said *George Marshall* during the Lifetime of his said Father: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the First and Second Days of *December* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, alien, release, and confirm unto the said *William Smith* and his Heirs all that One undivided Sixteenth Part or Share of and in his undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in all the said Freehold Estates, and also of and in all and every other Share and Shares which might descend to or become vested in him the said *George Marshall* during the Lifetime of his said Father: And whereas by Indentures of Lease and Release, bearing Date respectively the Eighth and Ninth Days of *December* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, alien, release, and confirm unto the said *William Smith* and his Heirs One undivided Sixteenth Part or Share of and in his one undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from

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and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in all the said Freehold Estates: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Fifteenth and Sixteenth Days of *December* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, alien, release, and confirm unto the said *William Smith* and his Heirs all those Two undivided Eighth Parts or Shares of the said *George Marshall*, then undisposed of, of and in his said undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in the said Freehold Estates, and also of and in all and every other Share and Shares which should or might descend to or become vested in the said *George Marshall* during the Lifetime of his said Father: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *William Smith*, bearing Date on or about the Eighteenth Day of *December* One thousand eight hundred and thirty-five, after reciting all the said before-mentioned Indentures between the said *George Marshall* and the said *William Smith*, the said *William Smith* did acknowledge and declare that the several Sums of Money in the said therein-recited Indentures of Release mentioned to have been paid as the Consideration of and for the Purchase of the several undivided Parts or Shares of and in the said Freehold Estates were, with the Exception of One Half of the Consideration Money expressed in the said Indenture of the Eleventh Day of *February* One thousand eight hundred and thirty, the Purchase Monies of *Jesse Greaves*, and that the Name of the said *William Smith* was made use of in the said several Indentures, except as to One Moiety of the Property comprised in the said Indentures of the Tenth and Eleventh Days of *February* One thousand eight hundred and thirty, in Trust only for the said *Jesse Greaves*, his Heirs and Assigns, and upon or for no other Trust, Intent, or Purpose whatsoever; and he the said *William Smith* did thereby, for himself, his Heirs, Executors, and Administrators, wholly and utterly disclaim all Estate, Right, Title, Interest, Claim, or Demand whatsoever of and in the said Premises otherwise than and in Trust only for the said *Jesse Greaves*, his Heirs and Assigns, One Moiety of the said Share or Part conveyed in and by the said Indenture of the Eleventh Day of *February* One thousand eight hundred and thirty only excepted: And whereas on or about the Thirteenth Day of *November* One thousand eight hundred and thirty-two the said *George Marshall*, then being a Prisoner confined for Debt in the County Gaol for the County of *Warwick*, filed his Petition in the Court for the Relief of Insolvent Debtors in *England*; whereupon, by Indenture bearing Date the Thirteenth Day of *November* and made or expressed to be made between the said *George Marshall*, therein described as an Insolvent Debtor, and a Prisoner in the County Gaol at *Warwick*, of the First Part, and *Samuel Sturges*, therein described as Provisional Assignee of the Estate and Effects of

Insolvent Debtors in *England*, of the other Part, he the said *George Marshall* did convey and assign to the said *Samuel Sturges*, as such Provisional Assignee as aforesaid, all his Estate, Right, Title, Interest, and Trust in and to all his Real and Personal Estate, in Possession, Reversion, Remainder, or Expectancy, excepting the Wearing Apparel and other such Necessaries of him the said *George Marshall*, not exceeding in the whole the Value of Twenty Pounds: And whereas by an Indenture bearing Date or or about the Thirtieth Day of *January* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Samuel Sturges* of the one Part, and *Samuel Banks* of the other Part, he the said *Samuel Sturges* did convey, assign, transfer, and set over unto the said *Samuel Banks*, his Heirs, Executors, Administrators, and Assigns, all the Estate, Right, Title, Interest, and Trust of, in, and to all the Real and Personal Estate and Effects, whatsoever and wheresoever, and of what Nature or Kind soever, present and future, which were in any way vested in the said *Samuel Sturges* as such Provisional Assignee as aforesaid, together with their and every of their Rights, Members, and Appurtenances, in Trust for the Use, Benefit, and Advantage of the Creditors of the said Insolvent Debtor who should be entitled to share in a Dividend of the said Estate and Effects, and to and for such other Uses, Intents, and Purposes, and in such Manner and Form, as were in and by the said Indenture expressed of and concerning the same: And whereas by an Indenture of Appointment and Bargain and Sale, duly acknowledged by the said *George Marshall*, and enrolled in Her Majesty's High Court of Chancery pursuant to an Act passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of a more simple Mode of Assurance*, and bearing Date on or about the Thirtieth Day of *March* One thousand eight hundred and thirty-six, and made or expressed to be made between the said *George Marshall* of the one Part, and the said *John Ledbrooke* of the other Part, he the said *George Marshall*, pursuant to and in execution of the Power vested in him by the therein-recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine, did direct, limit, and appoint that all and singular the said Freehold Estates situate in the County of *Kent* should remain and be, and that the said Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine, should respectively operate and enure, to the Use of the said *John Ledbrooke*, his Heirs and Assigns, upon the Trusts, and to and for the Ends, Intents, and Purposes therein-after expressed and declared of and concerning the same; and that, in order to defeat the said Estate Tail then vested in the said *George Marshall* by virtue of the said Will in the said Hereditaments and Premises therein bargained and sold, and all Estates, Powers, Rights, and Interests limited to take effect after the Determination or in defeazance of such Estate Tail, and to limit the Fee Simple of the said Hereditaments and Premises to the said *John Ledbrooke*, his Heirs and Assigns, upon the Trusts therein-after expressed, subject nevertheless, as to such Part thereof which was in the County of *Kent*, to the said Term of One thousand Years, he the said *George Marshall* did bargain and sell unto the said *John Ledbrooke*,

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*brooke*, his Heirs and Assigns, all that the Part or Share, Parts or Shares, Right and Interest, of him the said *George Marshall* of and in the said Freehold Estates, upon Mortgage, to secure Payment to the said *John Ledbrooke* of certain Sums of Money therein mentioned, subject nevertheless to the Proviso or Condition therein contained for Redemption, on Payment by the said *George Marshall*, his Heirs, Executors, Administrators, or Assigns, unto the said *John Ledbrooke*, his Executors, Administrators, or Assigns, of the Sums of Money, with Interest for the same, after the Rate and on or at the Time therein mentioned and appointed for the Payment thereof respectively; and in the said Indenture is contained a Proviso that, notwithstanding any thing therein contained, the said Term of One thousand Years created by the therein-recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine, and vested in the said *John Ledbrooke*, his Executors, Administrators, and Assigns, should not be merged or extinguished, but the same should remain vested and alive in the said *John Ledbrooke*, his Executors, Administrators, and Assigns: And whereas by an Indenture bearing Date the Tenth Day of *April* One thousand eight hundred and thirty-seven, made or expressed to be made between the said *John Ledbrooke* of the First Part, the said *William Jenking* of the Second Part, the said *William Redfern* and *Clement Cotterill Redfern* of the Third Part, the said *William Smith* of the Fourth Part, the said *Jesse Greaves* of the Fifth Part, the said *Samuel Banks* of the Sixth Part, the said *George Marshall* of the Seventh Part, the said *Charles Marshall* and *William Marshall* of the Eighth Part, and *William Francis Cowley* of the Ninth Part, they the said *John Ledbrooke*, *William Jenking*, *William Redfern*, *Clement Cotterill Redfern*, *William Smith*, *Jesse Greaves*, and *Samuel Banks*, at the Request and by the Direction of the said *George Marshall*, testified by his being a Party to and sealing the said Indenture, according to their respective Estates and Interests in the Hereditaments and Premises therein comprised, did bargain, sell, and release, and the said *George Marshall* did grant, bargain, sell, and confirm, all the undivided Eighth Part or Share of him the said *George Marshall* of and in the said Freehold Estates, and all and every other Share and Shares which should or might descend to or become vested in the said *George Marshall* of and in the same, as to one undivided Moiety thereof, to the said *Charles Marshall* and his Heirs, and in bar of Dower, and as to the other Moiety thereof, to the said *William Marshall* and his Heirs, and in bar of Dower: And whereas the said *Ann Maria Marshall*, one of the Daughters of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall*, intermarried with *Charles Albot* of *Stockhill Park* near *Wetherby* in the County of *York*, Land Surveyor, by whom she had Issue Two Sons only, namely, *Charles Thomas Albot* and *George Albot*, and afterwards departed this Life in the Lifetime of the said *Thomas Marshall* her Father, the Nephew of the said Testator, without having barred her Estate Tail in her undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, and leaving her said Sons *Charles Thomas Albot*, who has attained his Age of Twenty-one Years, and  
*George*

*George Albot*, now an Infant under the Age of Twenty-one Years (of the Age of Sixteen Years and upwards), her surviving: And whereas the said *Charles Thomas Albot*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture dated on or about the Twenty-third Day of *April* One thousand eight hundred and thirty-nine, duly barred his Estate Tail in his undivided Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and the same undivided Part of the said Freehold Estates is now vested in him as in Fee Simple under or by virtue of the same Indenture: And whereas the said *Mary Marshall*, one other of the Daughters of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall* deceased, intermarried with *William Bennett*, then of *Birmingham* in the County of *Warwick*, Yeoman, by whom she had Issue Five Daughters, namely, *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, and afterwards departed this Life in the Lifetime of the said *Thomas Marshall* her Father, the Nephew of the said Testator *William Marshall* deceased, without having barred her Estate Tail in her undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and leaving her said Husband the said *William Bennett*, and her said Children *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, all now Infants under the Age of Twenty-one Years, her only Children, her surviving: And whereas the said *Mary Amelia Marshall*, the other Daughter of the said *Thomas Marshall* (the Nephew of the said Testator *William Marshall* deceased), has attained her Age of Twenty-one Years: And whereas the said *Mary Amelia Marshall* having so attained her Age of Twenty-one Years, afterwards, by an Indenture dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven, duly barred her Estate Tail in her undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and the same undivided Eighth Part of the said Freehold Estates is now vested in her as in Fee Simple under or by virtue of the same Indenture: And whereas it would be for the immediate Benefit of the said *James Marshall*, *William Marshall*, *Charles Marshall*, *Charles Thomas Albot*, and *Mary Amelia Marshall*, and of the said *Thomas Marshall*, the infant Grandson of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall* deceased, and of the said *George Albot*, the infant Son of the said *Charles Albot*, and of the said *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, the infant Daughters of the said *William Bennett*, if the Freehold Estates so devised in the said Will of the said *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and which are specified in the Schedule to this Act, could be forthwith sold; but by reason of the Infancy of the said *Thomas Marshall*, *George Albot*, *Maria Aloysia Bennett*, *Elizabeth Ben-*

[Private.]

Freehold  
Estates  
vested in  
Trustees for  
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*nett, Josephine Bennett, Frances Amelia Bennett, and Louisa Bennett* the same cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *James Marshall, William Marshall*, on behalf of himself and his infant Nephew and Ward *Thomas Marshall, Charles Marshall, Charles Thomas Albot, Charles Albot*, on behalf of his infant Son *George Albot*, the said *George Albot, William Bennett*, on behalf of his Five infant Daughters *Maria Aloysia Bennett, Elizabeth Bennett, Josephine Bennett, Frances Amelia Bennett, and Louisa Bennett, Mary Amelia Marshall, Joseph Silvester, and William Francis Patterson*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 the same, That all and every the Freehold Estates devised in the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and which are specified in the Schedule to this Act annexed, with all and every the Rights, Members, and Appurtenances thereto or to any Part thereof respectively belonging or appertaining, or therewith used or enjoyed, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the said Freehold Estates, and every Part thereof, shall, from and immediately after the passing of this Act, be vested in and the same are hereby absolutely vested in the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Gifts, Devises, Bequests, Uses, Estates, Limitations, Restrictions, Trusts, Entails, Remainder, Remainders, Powers, Provisions, and Declarations whatsoever in and by the herein-before in part recited Will of the said Testator *William Marshall* deceased, and in and by the several Indentures herein-before mentioned, and each and every of them, limited, expressed, declared, and contained concerning the said Estates respectively, or of any or either of them, or any Part thereof, but nevertheless upon the Trusts, and for the Ends, Intents, and Purposes, herein-after expressed or declared of and concerning the same; that is to say, upon Trust that they the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, or at any Time or Times thereafter, absolutely make sale and dispose of the said Freehold Estates and every Part thereof, either at one Time or at several Times, and either in one Lot or in several Lots, and either by public Auction or private Contract, or to any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively, and for the best Price or Prices that can or may in the Opinion of the said *Joseph Silvester* and *William Francis Patterson*, or the Survivor of them, or the Heirs or Assigns of such Survivor, be obtained or reasonably gotten for the same respectively, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as they or he shall think fit, with full Power, Liberty, and Authority to buy in the said Freehold Estates, or any or either of them, or any Part or Parts thereof respectively, which may be put up or offered for Sale at  
any

any Auction, and to resell the same at any future Auction, or by private Contract, without being answerable for any Loss which may happen by such Resale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales, and upon Payment into the Bank of *England* in manner herein-after directed of the Purchase Money or Monies for which the said Freehold Estates, or of any or either of them, or any Part or Parts thereof respectively, shall be sold, upon Trust that they the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall convey and assure the said Freehold Estates which shall be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, or to such Uses, and upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers shall direct or require, absolutely freed and discharged as herein-after mentioned.

II. And be it further enacted, That the Purchaser or Purchasers of the said Freehold Estates which shall be sold under the Powers and Authorities of this Act, or of any Part or Parts thereof respectively, shall pay his, her, or their Purchase Money or Purchase Monies into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* "The Purchaser or Purchasers of *Marshall's* Estate," the same Purchase Money or Purchase Monies to be paid pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four.

Purchase Money to be paid into the Bank of *England*.

III. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the principal Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the proper Office of the said Court of Chancery, of the Payment into the Bank by the said Purchaser or Purchasers of the said Purchase Money or Purchase Monies, shall be a good and effectual Discharge to the said Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, for his, her, and their respective Purchase Money or Purchase Monies; and the said Purchaser or Purchasers, his, her, and their respective Heirs, Executors, Administrators, and Assigns, after filing such Certificates and Receipts as aforesaid, shall be absolutely acquitted and discharged of and from the same Purchase Money or Purchase Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

Certificates of Accountant General and Receipts of Bank Cashiers filed in Court to be sufficient Discharge, &c.

IV. And be it further enacted, That upon Petition to be presented to the said Court of Chancery in a summary Way (within a reasonable Time after the Completion of any such Purchase or Purchases as aforesaid) by the said *James Marshall*, *William Marshall*, *Charles Marshall*, *Charles Thomas Albot*, *Mary Amelia Marshall*, or any or either

Application of Purchase Monies as to Shares of Adults.

either of them, their or any of their Heirs or Assigns, and who if this Act had not been passed would at the Time of making any Contract for Sale hereby authorized to be made have been seised of or entitled to any undivided Part or Parts, Share or Shares, of, in, or to the said Freehold Estates so devised in the said Will of the said Testator *William Marshall* deceased to the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and comprised in the Schedule to this Act, or to the Receipts of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, or by his, her, or their Executors or Administrators, it shall and may be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, to order a proportionable Part of the said Purchase Money and Purchase Monies, or of so much thereof as shall not be ordered by the said Court to be applied in Payment of Costs, Charges, and Expences, or Disbursements, according to the Directions hereinafter enacted, to be paid to each of them the said *James Marshall*, *William Marshall*, *Charles Marshall*, *Charles Thomas Albot*, and *Mary Amelia Marshall*, his, her, or their Heirs or Assigns, and who if this Act had not passed would at the Time of making of any Contract for Sale hereby authorized to be made have been seised of or beneficially entitled to any undivided Share or Shares, Part or Parts of or in the said Freehold Estates so devised by the said Will of the said Testator *William Marshall* deceased to the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, and comprised in the Schedule to this Act, or to the Receipt of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, according to his, her, and their several and respective Part or Parts, Share or Shares therein, and to the Executors or Administrators of any such Person or Persons deceasing after the making of any Contract for Sale hereby authorized to be made.

Application  
of Purchase  
Monies as to  
Shares of  
Infants  
in Purchase  
of Lands.

V. And be it further enacted, That upon any Petition to be presented in like Manner to the said Court of Chancery in a summary Way, within a reasonable Time after the Completion of any Purchase or Purchases, by the several and respective Guardians or Guardian of the said several Infants *Thomas Marshall*, *George Albot*, *Mary Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, or of any or either of them, and who if this Act had not passed would have been seised of or beneficially entitled to any undivided Part or Parts, Share or Shares of or in the said Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and comprised in the Schedule to this Act, or of or to the Receipt of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, it shall and may be lawful for the said Court to order the Residue of the said Purchase Money and Purchase Monies, or of so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, or Disbursements, according to the Directions herein-after contained, to be laid out in the Purchase of Freehold Lands, Tenements, or Hereditaments, and in the Fee Simple and Inheritance thereof, which may be respectively approved of by the said Court of Chancery; and that



that from and immediately after the making of such Purchase or Purchases the Lands, Tenements, and Hereditaments so to be purchased shall be conveyed, settled, and assured in such Manner as the said Court shall order and direct, in separate and divided Parts or Shares, or otherwise in such Proportions as the said several Infants were seised of or beneficially entitled to any Part or Parts, Share or Shares of the Freehold Estates so devised in the said Will of the said Testator *William Marshall* deceased to the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and comprised in the Schedule to this Act, or in or to the Receipt of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, to and for such and the same Uses and Estates, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Charges, Powers, Provisoos, and Declarations, as are in the said Will of the said *William Marshall* deceased limited, declared, or contained of and concerning the Freehold Estates thereby devised to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, as shall be then subsisting and capable of taking effect upon and applicable to the said respective Parts and Shares thereof, and each and every of them, or the Rents, Issues, and Profits thereof, and which the said Infants would have been seised of or entitled to if this Act had not been passed, or as near thereto as the Deaths of Parties and other Contingencies, and the Circumstances of the Case, will admit.

Lands purchased to be conveyed, settled, and assured in separate and divided Parts, &c. in proportion to the Interest of Infants.

VI. And be it further enacted, That all and every such Parts, Shares, and Proportions of all and every Sums and Sum of Money to be paid into the Bank as herein-before directed, as are hereby authorized to be invested in the Purchase of Lands, Tenements, and Hereditaments, shall, in the meantime and until the said Parts or Shares shall be so invested in the Purchase of Lands, Tenements, and Hereditaments, be from Time to Time laid out, by the Accountant General of the said Court of Chancery, in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful to and for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, so that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in exchange to be made, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; all which said Navy, Victualling, or Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before is directed, and until the same shall, upon a Petition

Monies applicable for Purchase of Lands to be laid out in Exchequer Bills, &c. in meantime.

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setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way by the Person or Persons herein-before mentioned for that Purpose, be ordered to be sold by the said Accountant General for the completing such Purchase in such Manner as the said Court shall think just and shall direct; and if the Money arising by such Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as last mentioned, then and in that Case only the Surplus which shall remain after discharging the Expences of the Application to the said Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives or Representative of such Person or Persons respectively, as Part of the Personal Estate of such Person or Persons.

Purchases to be made under Control of the Court of Chancery.

VII. And be it further enacted, That every Purchase to be made under and by virtue of the Powers and Authorities given in and by this Act shall be made under the Authority and by and under the Direction of the said Court of Chancery, under or by virtue of some Order or Orders of the said Court, to be made upon Petition to be presented in a summary Way, or upon Motion, and not otherwise, any thing herein contained to the contrary thereof in anywise notwithstanding.

Until Purchases made, the Monies, in case of Death of Infants, to descend as if Purchase made.

VIII. And be it further enacted, That in case of the Death of the said several Infants *Thomas Marshall, George Albot, Maria Aloysia Bennett, Elizabeth Bennett, Josephine Bennett, Frances Amelia Bennett, Louisa Bennett*, or of any or either of them, in the meantime and until such Purchase or Purchases of Land hereby authorized to be made as aforesaid shall be completed, the respective Shares and Share of such Infants or Infant so dying as aforesaid of and in the said Monies, and Stocks, Funds, and Securities whereupon or wherein such Monies shall or may be invested, and the Accumulations therefrom, shall go and descend and be vested in the Persons or Person in whom the said Lands, Tenements, and Hereditaments hereby authorized to be purchased by and with the said Monies would have gone and descended to and become vested in if the Purchase or Purchases so directed to be made under this Act had been actually made.

Until the Freehold Estates are sold, Rents, &c. to go as heretofore.

IX. And be it further enacted, That in the meantime and until the said Freehold Estates so devised in the said Will of the said Testator *William Marshall* deceased to the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, and specified in the Schedule to this Act, and every Part thereof, shall be sold by virtue of this Act, the said *Joseph Silvester* and *William Frances Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Trust Estates, shall hold the same, and receive and take the Rents, Issues, and Profits thereof, or of any Part or Parts thereof which shall not have been so sold as aforesaid, in Trust for, or permit the same to be had, received, and taken by, such Person and Persons as would have been entitled thereto respectively, and ought to have

received the same, in case this Act had not been passed; and every such Part or Parts, Share or Shares, Part or Parts of any Part or Share, so not sold as aforesaid, shall be subject to the same Rules and Operations of Law, and shall be capable of being assigned, and, in case of the Death of the said Person or Persons, shall go and descend in the same Manner as the same would and ought to have gone and descended if this Act had not been passed, subject nevertheless to all the Trusts, Powers, and Authorities for the Sale thereof hereinbefore reposed, created, and granted.

X. And be it further enacted, That if the said *Joseph Silvester* or *William Francis Patterson*, or either of them, or their or either of their Heirs or Assigns, or any future Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or desire to relinquish, or shall refuse or decline or be incapable to act in the Trust, Powers, and Authorities hereby reposed in them and him respectively, or shall go out of *Great Britain* before the same Trusts, Powers, and Authorities shall be fully and completely performed and executed, then and in any and every such Case it shall be lawful for the said Court of Chancery, on Motion or Petition to be preferred in a summary Way by all or any of the Persons beneficially entitled to any Share or Shares, Part or Parts, or to the Receipt of any Part or Parts, Share or Shares of the Rents, Issues, and Profits of the Lands, Tenements, and Hereditaments to be purchased by virtue of this Act, if the same were purchased, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, if such Person or Persons shall be under that Age, from Time to Time to nominate and appoint One or more Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain* as aforesaid; and when and as often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid, all the said Trust Estates which shall be vested in the said Trustee or Trustees so dying, or desiring to relinquish, or refusing or declining or being incapable to act, or going out of *Great Britain* as aforesaid, either solely, or jointly with the other Trustee or Trustees of the same Trust Estates respectively, shall thereupon, with all convenient Speed, be conveyed, settled, and assured in such Manner and Sort, and so that the same Trust Estates shall immediately thereupon be and become lawfully and effectually vested in the surviving, continuing, or other Trustee or Trustees of the same Estates respectively, and such newly appointed Trustee or Trustees, or in such new or other Trustee or Trustees only, as the Case may require, upon the same Trusts, Ends, Intents, and Purposes, and subject to the same Powers and Authorities, as are herein-before reposed, expressed, contained, declared, given, and granted concerning the same Estates respectively, and such and so many as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts, Powers, and Authorities hereby reposed and created, as fully and effectually, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

XI. And

For paying  
Expences.

XI. And be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, upon Petition to be presented in a summary Way, from Time to Time to make such Order or Orders as the Court shall think reasonable, just, or fit, for the Payment of all the Costs, Charges, and Expences attending the preparing, soliciting, applying for, obtaining, and passing this Act, and preparatory thereto, and the Repayment of all Monies advanced or to be advanced for any such Purposes, and lawful Interest for the same, and the Costs, Charges, and Expences attending the Sale or Sales to be made under and by virtue of this Act, and the Execution of the Powers and Authorities hereby given to the said *Joseph Silvester* and *William Francis Patterson*, or others or other the Trustees or Trustee for the Time being acting in the Execution of this Act, and the Costs, Charges, and Expences which shall or may be incurred of, in, or relating to the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs, Charges, and Expences of applying for and taking the said Monies out of the Bank, and investing the same, or such Part or Parts thereof, in new Purchases as aforesaid, as is or are herein-before required to be so invested, and for Payment of all such Costs, Charges, and Expences out of the said Monies, and out of the Sale of the said Navy, Victualing, and Exchequer Bills to be so purchased as aforesaid.

Saving  
Rights, if  
any, to Tim-  
ber.

XII. Provided always, and be it further enacted, That this Act, or any thing herein contained, shall not operate or be construed to prejudice, alter, or affect the Right or Rights, if any, of any Person or Persons now having or claiming, or who shall or may at any Time or Times hereafter have or claim, under the said Will of the said *William Marshall* deceased, any Right, Interest, or Property whatsoever, at Law or in Equity, of, in, or to any Timber or Wood now growing or standing, or which shall or may hereafter be growing or standing on the said Freehold Estates hereby vested in Trust to be sold as aforesaid, or any of them, or to or in the Produce thereof, or the Produce of any of the Timber or Wood which have been heretofore since the Decease of the said Testator *William Marshall* felled on the said Estates or any of them, and the Produce whereof is now remaining undisposed of (if any such there be).

General  
Saving.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their and each and every of their respective Heirs, Successors, Administrators, and Assigns, (other than and except to the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor; to the said *James Marshall*, *William Marshall*, *Charles Marshall*, and *Mary Amelia Marshall*, and his, her, and each of their several and respective Heirs; to the said *Charles Thomas Albot*, Son of *Ann Maria Albot* deceased, Wife of the said *Charles Albot*; to the said infant Son of *Thomas Marshall* deceased; to the said infant Daughters of *Mary Bennett* deceased, the Wife of the said *William Bennett*; and the several and respective Heirs of the Body of the said *Ann Maria Albot*, *Thomas Marshall*, and *Mary Bennett*), all the Estate, Right, Title, Interest, Property, Claim, and

and Demand whatsoever which they respectively, or any of them, had, held, or enjoyed, or would or might have had, held, or enjoyed, of, in, to, or out of the said Freehold Estates devised by the Will of the said *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, and comprised in the Schedule to this Act or any Part thereof, in case this Act had not been passed.

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

Act as  
printed by  
the Queen's  
Printers to  
be Evidence.

## The SCHEDULE to which the foregoing Act refers.

	KENT ESTATES.			QUANTITY.		
	A.	R.	P.			
<p>All those the several Manors or Lordships of North Court, Huntingfield (as the same is or hath been distinguished by the Name of Huntingfield in the Eastling, Huntingfield in Shelwide, and Huntingfield in Ulcome, or howsoever otherwise the same is or hath been called, known, or distinguished), and Shelving otherwise Woodnesborough, with the Messuages, Tenements, Lands, Waste Grounds, Rents, Quit Rents, Reliefs, Franchises, Liberties, Privileges, Members, and Appurtenances thereto respectively belonging or appertaining, together with the Quit Rents and Reliefs of and belonging to the said Manors, each and every or either of them, of whatsoever Sums or to whatsoever Amount the same consist or are or may be.</p> <p>And all that the said Messuage, Tenement, and Farm called or known by the Name of North Court, with the Barns, Buildings, Courts, Yards, Closes, Gardens, Orchards, and several Pieces or Parcels of Land, Arable, Meadow, Pasture, and Wood, therewith letten, occupied, or enjoyed, containing together by Estimation Three hundred and thirty-two Acres Two Roods and Three Perches, be thereof more or less, situate, lying, and being in Eastling, Ospringe, Thoroley, and Newnham, some or one of them, in the said County of Kent, heretofore in the Tenure or Occupation of Benjamin Murton, and now or late of Charles Leese, his Under-tenants or Assigns - -</p>				332	2	3
<p>And all those Pieces or Parcels of Woodland called Deven Wood, Court Wood, Broamham Wood, Grove Wood, Heathfield otherwise Hatchfield, Shaw Park, Wood Park, Shaw otherwise Well Wood, Further Park Wood, Cosswood, Small Dean otherwise Small Dane Wood, Minsondane Wood, with the Robins Shaw, Mullams Wood, and Highfield Shaw, or howsoever otherwise the said Woodlands or any of them are called, known, or distinguished, containing in the whole by Estimation One hundred and fifty-one Acres Three Roods and Twenty-three Perches, be thereof more or less, situate, lying, and being in Ospringe, Eastling, Throwley, and Newnham aforesaid, or some or one of them, heretofore in the Tenure or Possession of William Jemmett and the said William Marshall, or one of them, their Under-tenants or Assigns -</p>				151	3	23
<p>And all that the said Messuage or Tenement, with the Buildings, Closes, Gardens, and Orchards, and several Pieces or Parcels of Land, Meadow, Pasture, Freshmarsh Land, and Salts, thereto belonging or demised therewith, called or known by the Name of Kemsley, containing by Estimation Two hundred and ninety-nine Acres Two Roods and Eleven Perches, more or less, situate, lying, and being in the Parish of Milton next Sittingbourne in the County of</p>						

KENT ESTATES — *continued.*

	QUANTITY.		
	A.	R.	P.
Kent, heretofore in the Tenure, Possession, or Occupation of Edward Marshall, and now or late in the Tenure or Occupation of Charles Lake and Charles Leese, or one of them, their or one of their Under-tenants or Assigns. -	299	2	11
And all that the said Messuage or Tenement and Manor House called Shelving, with the Buildings, Closes, Gardens, Orchards, and Lands, Arable, Meadow, and Pasture, thereto belonging or used therewith, containing by Estimation Twenty-eight Acres and Nine Perches, more or less, situate, lying, and being in the Parish of Woodnesborough otherwise Winsborough and Estry aforesaid, or one of them, in the said County of Kent, heretofore in the Tenure or Occupation of John Solly, and now or late in the Tenure or Occupation of William Solly Bax, his Under-tenants or Assigns -	28	0	9

## NORTHAMPTON ESTATES.

And all that Messuage or Tenement, with the Barn, Stable, Edifices, Closes, Yards, Gardens, and several Pieces or Parcels of Land, Arable, Meadow, and Pasture, containing in the whole by Estimation Sixty-six Acres Two Roods and One Perch, be the same more or less, to the said Messuage or Tenement belonging or used therewith, situate, lying, and being in the Parish of Woodford Com-membris, in the County of Northampton, heretofore in the Tenure or Occupation of John Seaton, afterwards of Richard Fessey, and now or late in the Tenure or Occupation of John Wilson, his Under-tenants or Assigns -	66	2	1
And also all that Cottage or Tenement standing and being in Woodford aforesaid, near to the said last-mentioned Messuage, and devised therewith, together with the Garden Spot to the said Cottage belonging, heretofore in the Tenure or Occupation of the said John Seaton, and now or late in the Tenure or Occupation of the said John Wilson and William Blackwell, or one of them, their or one of their Under-tenants or Assigns.			
And also all that one other Messuage or Tenement, with the Barn, Stable, Edifices, Closes, Yards, Gardens, and several Pieces or Parcels of Arable, Meadow, and Pasture Land, containing in the whole by Estimation Thirty-eight Acres and Eight Perches, be the same more or less, to the said last-mentioned Messuage or Tenement belonging, and used therewith, situate, lying, and being in Woodford Com-membris aforesaid, in the said County of Northampton, heretofore in the Tenure or Occupation of John Blackwell, and now or late of William Blackwell, his Under-tenants or Assigns.	38	0	8
And also all that Messuage or Tenement, with the Barn, Stable, Edifices, Closes, Yards, Gardens, and several Pieces or Parcels of Arable, Meadow, and Pasture Land, containing in the whole by Estimation Ninety Acres One Rood and Thirty-three Perches (be the same more or less), to the said last-mentioned Messuage or Tenement belonging, and therewith occupied or enjoyed, situate, lying, and being in West Farnden in the Parish of Woodford			

NORTHAMPTON ESTATES—*continued.*

## QUANTITY.

A. R. P.

Commembis in the said County of Northampton, and heretofore in the Occupation of William Blackwell, afterwards in the Occupation of Samuel Blackwell, and now or late in the Tenure or Occupation of Thomas Earl, his Under-tenants or Assigns; together with the Tenths and Tithes of the said last-mentioned Messuage, Lands, and Premises

90 1 33

All which said last-mentioned Messuages, Cottages, Lands, and Premises in Woodford Commembis, and West Farnden in Woodford Commembis aforesaid, were formerly the Estate of one Richard Grove, and the said Lands, or great Part thereof, were allotted to him the said Richard Grove in lieu of divers Closes or Pieces or Parcels of Land situate, lying, and being in Woodford Commembis and West Farnden, and in the Hamlets, Fields, and Liberties thereof, which were theretofore in the Tenure or Occupation of Ann Harris, Widow, Edward Gardner, Samuel Blackwell, Nicholas Seaton, Robert Gardner, John Seaton, and John Blackwell, or some of them, their, some or one of their, Under-tenants or Assigns, by virtue of Two several Acts of Parliament of the Thirty-first and Thirty-third Years of the Reign of King George the Second, for dividing and inclosing the Common Fields in the Manor and Lordship of Woodford aforesaid, and in the Manor, Hamlet, and Liberties of West Farnden aforesaid.

And of all other the Messuages, Lands, Tenements, and Hereditaments of him the said William Marshall, situate, lying, and being in the County of Northampton aforesaid, and which were devised or came to him by or by virtue of the last Will and Testament of the said Richard Grove.

And also of and in all other the Manors and Lordships, reputed Manors and Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, whatsoever and wheresoever, situate in the Counties of Kent and Northampton, or either of them, comprised in and devised, or intended so to be, by the said Will of the said William Marshall deceased to the said Charles Butler and James Winsbury.

*Daniel Goodman Squirhill,*  
Surveyor, of Leamington Spa.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1839.