



ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 107.

An Act for vesting certain Trust Estates in the
surviving Trustee under the Will of *Elizabeth Bod-*
dington, deceased. [18th May 1810.]

WHEREAS by a certain Indenture bearing Date on or about the
Eighteenth Day of *October* One thousand seven hundred and
forty-five, and made, or mentioned to be made, between *Ed-*
ward Boddington Butcher, and *Elizabeth* his Wife, of the First Part; *Wil-*
liam Jenkinson, described of *Furnival's Inn Court*, Gentleman, of the Second
Part; *Francis Allen*, described of *Furnival's Inn Court*, Gentleman, of the
Third Part; and the Reverend *Charles Trimmell* of *Willoughby*, in the
County of *Warwick*, Clerk, and *James Bliss*, of *Woolscott* in the Parish of
Grandborough, in the said County of *Warwick*, Gentleman, of the Fourth
Part; and by a Fine, *Sur Conuzance de Droit come ceo, et cetera*, and a
Common Recovery levied and suffered in pursuance of a Covenant or
Agreement for that Purpose contained in the said Indenture, a Messuage
and several other Hereditaments in *Rugby*, in the said County of *Warwick*,
and in the said Indenture particularly mentioned, with their Appurte-
nances, were limited and assured to the Uses, upon and for the Trusts,
Intents, and Purposes, and under and subject to the Provisoos, Limitations,
and Agreements, in the said Indenture limited, expressed, and declared,
and in Part herein-after mentioned; (that is to say), to the Use of the said
Edward Boddington and his Assigns, for the Term of his natural Life,
without Impeachment of Waste; Remainder to the Use and Behoof of
the said *William Jenkinson* and *Francis Allen*, and their Heirs in Trust, to
support the Contingent Uses and Remainders therein-after limited, and
after the Decease of the said *Edward Boddington*, to the Use of the

Indenture
dated 18th
October
1745.

[Loc. & Per.]

26 S

said

said *Elizabeth* his Wife, and her Assigns, for the Term of her natural Life, without Impeachment of Waste; Remainder to the Use of the said *Charles Trinnell* and *James Bliss*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon certain Trusts, for raising Portions for the Daughters and Younger Sons of the said *Edward Boddington*, by the said *Elizabeth* his Wife, and after the Expiration or sooner Determination of the said Term of One thousand Years, to the Use of the First and every other Son of the said *Edward Boddington*, by the said *Elizabeth* his Wife, severally and successively, according to their respective Seniorities in Tail Male; Remainder to all and every the Daughters and Daughter of the Body of the said *Edward Boddington*, on the Body of the said *Elizabeth* his Wife, as Tenants in Common in Tail; Remainder to the Use of such Person and Persons, and of his, her, or their Heirs, Executors, Administrators, or Assigns, for such Term or Terms of Years, Estate or Estates of Freehold and Inheritance, and subject to such Use and Uses, Trust and Trusts, Charges for raising any Sum or Sums of Money, Proviso, Limitations, and Appointments, as she the said *Elizabeth*, the Wife of the said *Edward Boddington*, should at any Time or Times during the Continuance of her said Marriage with the said *Edward Boddington*, and notwithstanding her Coverture, or at any Time or Times after the Decease of the said *Edward Boddington*, by any Writing or Writings, Deed or Deeds in Writing, to be by her signed, sealed, and delivered in the Presence of Two or more credible Witnesses, or by her last Will and Testament in Writing, also signed, sealed, and published, in the Presence of Three or more credible Witnesses, from Time to Time, direct, limit, or appoint, and for Want of such Direction, Limitation, or Appointment, to such and the same Use and Uses, Behoof, Intents, and Purposes, as were limited and declared, of and concerning the said Messuage and other Hereditaments, with the Appurtenances, in and by a certain Indenture of Release and Settlement, Tripartite, bearing Date the Twenty-third Day of *April* One thousand seven hundred and twenty-four, and made between *Thomas Bennett*, Gentleman, of the First Part; *Samuel Cleaver* the Younger, Grazier, and *Mary* his Wife, *Mary Cleaver*, Spinster, *Elizabeth Cleaver*, Spinster, *Ann Cleaver*, Spinster, *Sarah Cleaver*, Spinster, and *Judith Cleaver*, Spinster, Daughters of the said *Samuel Cleaver*, and *Mary* his Wife, of the Second Part; and *John Smith*, Gentleman, and *Martin Tims*, Yeoman, of the Third Part; or to such and the same Uses as should not have been before that Time spent: And whereas the Commissioners named in and appointed by an Act of Parliament, made and passed in the Thirteenth Year of His present Majesty, and entitled, *An Act for dividing and inclosing the Open and Common Fields, Common Pastures, Common Meadows, Common Grounds, Heath and Waste Ground, in the Manor and Parish of Rugby, in the County of Warwick*, did by their Award bearing Date on or about the Eighteenth Day of *February* One thousand seven hundred and seventy-four, set out and allot unto the said *Edward Boddington*, several Pieces of newly inclosed Land in the said Parish of *Rugby*, in lieu of certain Parts of the Hereditaments comprised in the said recited Indenture, of the Eighteenth Day of *October* One thousand seven hundred and forty-five, which were taken from the said *Edward Boddington* under the Powers of the said Act: And whereas the said *Edward Boddington* never had any Issue by the said *Elizabeth* his Wife: And whereas by an Indenture bearing Date on or about the Fourth Day of *May* One thousand seven hundred and seventy-four, and made or expressed to be made be-

23 G. 3.

Indenture
 dated 4th
 May 1774.

tween the said *Edward Boddington* and *Elizabeth* his Wife, of the One Part, and *Thomas Boddington*, Butcher, of the other Part, it is witnessed that in Consideration of the Sum of Three hundred Pounds, to the said *Edward Boddington* and *Elizabeth* his Wife, paid by the said *Thomas Boddington*, she the said *Elizabeth*, the Wife of the said *Edward Boddington*, at the Request and with the Consent and Approbation of the said *Edward Boddington*, did, in Execution of Part of the said Power vested in her by the said therein and herein-before recited Indenture, direct, limit, and appoint that the said Messuage or Tenement, Closes, Plot of New Inclosure, Hereditaments, and Premises, should from and after the Decease of the said *Edward Boddington* and *Elizabeth* his Wife, and Failure of Issue of their Two Bodies, remain, continue, and be to the Use of the said *Thomas Boddington*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, subject to a Proviso or Condition, and Covenant or Agreement, in the Indenture now in recital, contained for Redemption of the Premises, on Payment by the Person or Persons who might be entitled to the said Premises next in Remainder, after the said Term of One thousand Years, unto the said *Thomas Boddington*, his Executors, Administrators, and Assigns, of the Sum of Three hundred Pounds, with Interest for the same, after the Rate, on or at the Day or Time, and in Manner therein mentioned: And whereas the said *Elizabeth*, the Wife of the said *Edward Boddington*, duly signed and published her last Will and Testament in Writing, bearing Date on or about the Sixteenth Day of *January* One thousand seven hundred and eighty-three, and thereby after reciting the said Indenture of the Eighteenth Day of *October* One thousand seven hundred and forty-five, and the Power of Appointment thereby given or limited to her, she, the said *Elizabeth Boddington*, did, by virtue of the aforesaid Power to her given, and of all and every Power and Powers in her being, give, devise, direct, limit, and appoint all the said Messuage or Tenement, with the Appurtenances in *Rugby* aforesaid; and also the Little Close and Three Yard Lands and an Half, with the Appurtenances, in *Rugby* aforesaid; and all Lands which, in the Inclosure of the then late Open and Common Fields of *Rugby* aforesaid, had been laid out and allotted in lieu of the Three Yard Lands and an Half, or exchanged for any Part thereof, and all other the Lands and Hereditaments in the said therein and herein-before recited Indenture mentioned, with their Appurtenances, unto her Brother-in-Law, the said *Thomas Boddington*, and her Kinsman the aforesaid *Samuel Cleaver*, since deceased, and to their Heirs and Assigns, to the Use of them, their Heirs and Assigns for ever; in Trust, nevertheless, in the First Place, by and out of the Rents and Profits thereof, to pay unto her Brother *Samuel Cleaver*, for and during his Natural Life, One Annuity, or clear Yearly Rent Charge of Twenty Pounds, free from all Taxes and Deductions, and to be paid in the Shares, at the Times, and in the Manner therein mentioned: and also in Trust, that they the said *Thomas Boddington* and the said *Samuel Cleaver*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should and did, as soon as conveniently might be, after the Decease of her Husband and herself, sell and dispose of all the said Premises (chargeable, nevertheless, with the Payment of the Annuity above-mentioned), to the best Purchaser or Purchasers, who could or might be found for the same, and out of the Monies therefrom arising, in Trust, in the First Place to retain to them the said *Thomas Boddington*, and her Kinsman *Samuel Cleaver*, to their own Use, the Sum of Twenty Pounds a Piece, as an Acknowledgement of their Care and Trouble in the Execution

Will of
Elizabeth
Boddington,
dated 16th
January 1783.

tion of the Trusts thereby in them reposed; and also in Trust, out of the Monies arising from the Sale of the said Premises, to pay and discharge the Principal Sum of Three hundred Pounds, raised and charged on the said Premises, for defraying the Expence of the then late Inclosure thereof, with the Interest which should be due for the same, and in Trust to pay and dispose of all the Residue of the Monies from such Sale in equal Shares and Proportions, unto and amongst all her Nephews and Nieces, which should be living at the Decease of the Survivor of her said Husband and herself, and to the Children of her late Nephew *William Liggins* of *Cosford*, deceased, and of such other and others of her said Nephews and Nieces as should, at such the Decease of the Survivor of her and her said Husband, or before the Sale of the said Premises, and the Distribution of the Purchase Monies, be dead, leaving Issue of their Bodies, such Children of her said then late Nephew *William Liggins*, and also of her other Nephews and Nieces so dying and leaving Issue as aforesaid, to take only the Shares and Proportions which their respective Parents would have been entitled if living, to enjoy the Benefit of such her Bequest, to all her Nephews and Nieces as aforesaid, and the said Testatrix did by her said Will declare, direct, limit, and appoint, that the Receipt or Receipts of her said Trustees, or the Survivor of them, or his Heirs, should be an effectual Discharge to the Purchaser or Purchasers of the said Premises or any Part thereof, for so much Money as should be expressed in such Receipt or Receipts, who should not be answerable or accountable for the Misapplication or Non-application of the Purchase Money: And whereas the said *Elizabeth Boddington* departed this Life some Time in the Year One thousand seven hundred and eighty-three, without revoking or altering her said last Will or Testamentary Appointment: And whereas the said *Edward Boddington* departed this Life on or about the Ninth Day of *January*, in the Year One thousand eight hundred and nine: And whereas the said *Samuel Cleaver*, the Trustee, survived the said *Elizabeth Boddington*, and departed this Life in the Life Time of the said *Edward Boddington*, and therefore on the Decease of the said *Edward Boddington* the said *Thomas Boddington* became the only Trustee of the Will of the said *Elizabeth Boddington*: And whereas the said *Thomas Boddington* in pursuance of the Trusts vested in him by the said recited Will or Testamentary Appointment of the said *Elizabeth Boddington*, and shortly after the Death of the said *Edward Boddington*, caused the Messuage and other Hereditaments devised for Sale by the said Will of the said *Elizabeth Boddington* to be put up to Sale by public Auction in several Lots, and all the said Lots were purchased by different Persons at several Sums, amounting together to the Sum of Nine thousand Pounds, or thereabouts; and written Contracts were duly signed for divers of the said Lots for which the Purchase Money was Five thousand five hundred and ninety-eight Pounds: And whereas upon the Inspection of the Title to the said Messuage and other Hereditaments, it has been apprehended that the said Messuage and other Hereditaments were by the said Indenture of the Eighteenth Day of *October* One thousand seven hundred and forty-five limited to the Use of the said *William Jenkinson* and *Francis Allen*, their Heirs and Assigns for an Estate of Inheritance in Fee Simple in Remainder, expectant upon the Decease of the said *Edward Boddington*, and it has therefore been thought that without the Concurrence of the said *William Jenkinson* and *Francis Allen*, or the Survivor of them, or the Heirs or Assigns of such Survivor, a good Title cannot now be made to the said Messuage and other Hereditaments: And whereas due Exertions have been made to discover the said *William Jenkinson* and *Francis Allen*,
and

and in whom the Fee Simple of the said Messuage and other Hereditaments is now vested, under the Limitation to the said *William Jenkinson*, and *Francis Allen* and their Heirs, but without any Effect: And whereas the said *Thomas Boddington* is desirous of carrying the said Sales into Execution in Conformity with the Trust vested in him the said *Thomas Boddington*, as Surviving Trustee under the said Will of the said *Elizabeth Boddington*, and it is for the Interest of all Persons entitled to the Money arising from the Sale of the said Messuage and other Hereditaments, that the said Sales should be carried into Execution: And whereas the said *Thomas Boddington* is desirous that in order to enable him to carry the same Sales into Execution, the legal Fee in the said Messuage and other Hereditaments, should now be vested in him the said *Thomas Boddington*, but from the Circumstances of the Case, the same cannot be effected without the Authority of Parliament; Wherefore Your Majesty's most dutiful and loyal Subject, the said *Thomas Boddington*, 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 all that and those the Messuage or Tenement, Lands, and all and singular other the Hereditaments, which, by the said Indenture of the Eighteenth Day of *October* One thousand seven hundred and forty-five were limited to the Use of the said *William Jenkinson* and *Francis Allen*, and their Heirs, and which have not been taken from them the said *William Jenkinson* and *Francis Allen*, under the Authority of the said recited Act of Parliament for inclosing the Common Field Lands in the said Parish of *Rugby*: And that all and singular the Lands and Tenements which under the Authority of the same Act have been allotted in lieu of any Lands or Hereditaments comprised in the said Indenture of the Eighteenth Day of *October* One thousand seven hundred and forty-five, with their respective Rights, Members, and Appurtenances, shall immediately, from and after the passing of this Act, be vested in and settled upon, and the same are hereby vested in and settled upon the said *Thomas Boddington*, and his Heirs, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, which are now subsisting or capable of taking Effect in the said Messuage, and other Hereditaments, under and by virtue of the said Will of the said *Elizabeth Boddington*.

Premises mentioned in recited Indenture of *October* 18, 1745, vested in *Thomas Boddington*.

II. Provided always, That nothing in this Act contained shall deprive the said *William Jenkinson* and *Francis Allen*, or either of them, or their or either of their Heirs, or any Person or Persons claiming or to claim under them or either of them, or under their or either of their Heirs, of any beneficial Estate or Interest which they, or either of them have or hath in the said Messuage and other Hereditaments, or any Part of the same, or in any wise affect, determine, or make void the Term of One thousand Years, by the said Indenture of the Fourth Day of *May* One thousand seven hundred and seventy-four, created by way of Mortgage, as herein-before is mentioned.

Not to affect the Claims of *W. Jenkinson* and *F. Allen*.

III. Saving always to the King's most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *William Jenkinson* and *Francis Allen*, and their

General Saving.

[Loc. & Per.]

26 T

respective

respective Heirs), all the Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to, or out of the said Messuage, and other Hereditaments, which they or any of them had, before the passing of this Act, or might have had, in case this Act had not been made.

Evidence.

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

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1810.