



ANNO QUINQUAGESIMO

GEORGI II. REGIS.

Cap. 217.

An Act for removing one of the Trustees of the settled Estates and the other settled Property of the Reverend *Richard Burton Burton Phillipson*, and for vesting the same in other Trustees; and for enabling the High Court of Chancery to appoint new Trustees. [21st June 1810.]

WHEREAS by a Decree or decretal Order of the High Court of Chancery, bearing Date the Twelfth Day of *August* One thousand eight hundred and eight, and made in a Cause wherein *Richard Burton Burton Phillipson*, late of *Herringswell* in the County of *Suffolk*, and now of *Brightbelmstone*, in the County of *Suffex* Clerk, and *Eliza* his Wife, and their Infant Children, *John Tharp Burton Phillipson*, *Richard Burton Phillipson*, and *Charles Burton Phillipson* (by the said *Richard Burton Burton Phillipson*, their Father and next Friend), *William Squire* and *John Richard Dashwood* were Plaintiffs; and *Denzil Ibbetson* Clerk, was Defendant, after various Recitals, whereby (amongst others) it appeared, that by an Indenture, bearing Date the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, made between the Reverend *Charles Burton Phillipson*, since deceased, the Grandfather of the said *Charles Burton Phillipson* the Infant, and *Susannah* his Wife, since also deceased, of the First Part; the said *Richard Burton Burton Phillipson*, as being the eldest Son and Heir apparent of the said *Charles Burton Phillipson* the Grandfather, by the said *Susanna* his Wife, of the Second Part; *John Tharp* Esquire, of the Third Part; the said *Eliza Phillipson*, then *Eliza Tharp* Spinster, only Daughter of the said *John Tharp*, of the Fourth Part; the said *Denzil Ibbetson* and Sir *Gilbert Affleck* Baronet, of the Fifth

Decree of
Chancery,
dated 12th
Aug. 1808.

[Loc. & Per.]

53 2

Part;

Part; and the said *William Squire* and *John Richard Dashwood*, of the Six th Part; and by a Fine *sur conuzance de droit come ceo et cetera*, thereby covenanted to be levied, the Manor, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments therein particularly mentioned, and the Advowson of the Rectory or Church of *Herringswell*, with their Rights, Members, and Appurtenances were, and by the same Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, other Messuages, Farms, Lands, Tenements, and Hereditaments therein particularly mentioned, with their Appurtenances, were in Consideration of a Marriage then intended to be had between the said *Richard Burton Phillipson* and *Eliza* his Wife, limited, after the Solemnization thereof, as to all and singular the said Manor, Capital and other Messuages, Farms, Lands, Tenements, Hereditaments, and Premises therein mentioned, with their Appurtenances, to the Intent that the said *Charles Burton Phillipson*, the Grandfather, should receive, during his Life, the yearly Sum of One hundred and sixty-five Pounds, payable as therein mentioned; and to the further Intent, that in case the said *Susannah Phillipson*, the Wife of the said *Charles Burton Phillipson* the Grandfather, should happen to survive him, she might receive during her Life, from the Death of the said *Charles Burton Phillipson* the Grandfather, the yearly Sum of One hundred and sixty-five Pounds, payable as therein also mentioned, and subject to the said yearly Sums, to the Use of the said *William Squire* and *John Richard Dashwood*, their Executors, Administrators, and Assigns for the Term of Ninety-nine Years, for better securing the Payment of the said yearly Sums of One hundred and sixty-five Pounds, and as to the same Hereditaments, subject as aforesaid; and also as to the said Advowson of the Rectory or Church of *Herringswell* aforesaid, with the Appurtenances, after the Solemnization of the said then intended Marriage; to the Use of the said *Richard Burton Phillipson*, and his Assigns, for his Life, without Impeachment of Waste; Remainder to the Use of the said *Denzil Ibbetson* and *Sir Gilbert Affleck*, to preserve contingent Remainders; Remainder to the Use of the said *Eliza Phillipson* and her Assigns for her Life, without Impeachment of Waste for her Jointure, and in bar of Dower; Remainder to the Use of the said Trustees, to preserve contingent Remainders; Remainder to the Use of the first and every other Son of the said *Richard Burton Phillipson*, by the said *Eliza Phillipson* his intended Wife, in Tail Male in Succession in Order of Primogeniture; with Remainder to the Use of all the Daughters of such Marriage in Tail General, with cross Remainders over in Tail between them, with the ultimate Remainder or Reversion to the Use of the Right Heirs of the said *Richard Burton Phillipson* for ever; and as to, for, and concerning all and singular the Capital and other Messuages, Farms, Lands, Tenements, Tythes, Hereditaments, and Premises therein before particularly mentioned, (being the Remainder of the Premises comprised in the said Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, and being the same Premises as in the same Indenture are mentioned to be situate in *Witton cum Hurleston*, in the County of *Suffolk*, and to comprise (amongst other Hereditaments) the Farm called *The Sparrow's Nest*, with their Appurtenances, after the Solemnization of the said then intended Marriage, to the Use of the said *Charles Burton Phillipson* the Grandfather, for Life; Remainder to the Use of the said *Denzil Ibbetson* and *Sir Gilbert Affleck*, to preserve the contingent Remainders; Remainder to the Use of the said *Susannah*, the Wife of the said *Charles Burton Phillipson* the Grandfather, for her Life; Remainder to the Use of

of the said Trustees to preserve contingent Remainders ; Remainder to the Use of the said *Richard Burton Burton Phillipson*, and his Assigns for Life, without Impeachment of Waste ; Remainder to the Use of the said Trustees to preserve contingent Remainders ; Remainder to the Use of the said *Eliza Phillipson* for Life, without Impeachment of Waste ; Remainder to the Use of the said Trustees to preserve contingent Remainders ; Remainder to the Use of the said *William Squire* and *John Richard Dashwood*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon certain Trusts in the said Indenture mentioned for raising a Sum not exceeding Nine thousand Pounds, for the Portions of the younger Children of the said *Richard Burton Burton Phillipson* and *Eliza* his then intended Wife ; Remainder to the Use of the Sons and Daughters of the said *Richard Burton Burton Phillipson* and *Eliza* his then intended Wife, for the same Estates, and in the same Manner precisely as thereinbefore limited, and hereinbefore mentioned, respecting the Manor and other Hereditaments firstly thereinbefore limited and settled, with the ultimate Remainder or Reversion to the Use of the Heirs and Assigns of the said *Richard Burton Burton Phillipson* for ever ; and that the usual Powers of Sale and Exchange were given to the said *Denzil Ibbetson* and *Sir Gilbert Affleck*, with the Consent of the Tenant for Life for the Time being of the said Hereditaments ; and it was declared, that the Money to arise from any such Sale should be laid out by the said *Denzil Ibbetson* and *Sir Gilbert Affleck*, in the Purchase of other Estates ; and that such Estates, and also the Estates which should be taken in Exchange, should be conveyed by the said Trustees to the Uses and upon the Trusts thereinbefore declared, concerning such of the aforesaid Estates which should be sold or exchanged ; and it was further declared, that until a convenient Purchase or Purchases could be found, it should be lawful for the said Trustees, with such Consent as aforesaid, to lay out the Money arising from such Sale or Sales in Real or Government Security, and that the Interest and Dividends of the said Money should go as the Rents of the said Estates would have gone if the said Sales had not taken place ; and by the said Recitals it further appeared, that the Marriage between the said *Richard Burton Burton Phillipson* and *Eliza* his Wife, was duly had soon after the Date of the said Indenture of Settlement of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven ; and that the said *John Tharp Burton Phillipson*, *Richard Burton Phillipson*, and *Charles Burton Phillipson* the Grandson, were the Issue of the said Marriage ; and that the said *John Tharp Burton Phillipson* was the eldest Son of the said Marriage, and the first Tenant in Tail under the Limitations contained in the said Indenture of Settlement, and that some of the Estates mentioned in the said Indenture of Settlement had been sold, and others of the said Estates had been conveyed in Exchange ; and that the said *Denzil Ibbetson* and *Sir Gilbert Affleck* acted in the Execution of such of the Trusts of the said Indenture as were vested in them ; and that the said *Sir Gilbert Affleck* had died, leaving the said *Denzil Ibbetson* his Co-Trustee, surviving him ; and that the Plaintiffs in the said Cause were desirous of having One or more Trustee or Trustees nominated and appointed in the Place of the said *Sir Gilbert Affleck* deceased, but there being no Power given by the said Indenture of Settlement for any Person or Persons to appoint a new Trustee or Trustees jointly with the said *Denzil Ibbetson* and *Sir Gilbert Affleck*, or in the Place or Stead of either of them, the Plaintiffs were advised that a Trustee or Trustees could not be appointed in the Place of the said *Sir Gilbert Affleck*, so that the Estates

Trustees appointed by a Master in Chancery.

Indentures of Lease and Release, dated Aug. 24th 1808.

under the Trusts of the said Indenture of Settlement should be legally vested in such new Trustee or Trustees jointly with the said *Denzil Ibbetson*, without the Decree of the said Court of Chancery, it was ordered and decreed, that it be referred to Mr. *Popham*, one of the Masters of the said Court, to appoint one or more proper Person or Persons to be a Trustee or Trustees in the Room of the said Sir *Gilbert Affleck* deceased, together with the said *Denzil Ibbetson* the Defendant, under the said Indenture of Settlement of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven; and it was further ordered, that the said *Denzil Ibbetson* the Defendant, should convey and assign the Trust Estates, Funds, and Sums of Money vested in him under and by virtue of the said Indenture, with the Approbation of the said Master, so as to vest the same in himself and such new Trustee or Trustees so to be appointed to, for, and upon the Trusts contained in the same Indenture of Settlement; and it was further ordered, that the said Master should settle such Conveyance and Assignment: And whereas the Reverend *Abraham David Hake* and *Thomas Moore*, were duly appointed by the said Master *Popham* to be Trustees under the said Indenture of Settlement of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, in the Room of the said Sir *Gilbert Affleck*, together with the said *Denzil Ibbetson*: And whereas soon after such Appointment by the said Master *Popham* as aforesaid, the Sum of Three thousand one hundred and eighteen Pounds eighteen Shillings and Four-pence Three *per Centum* Reduced Bank Annuities, (the Stock purchased with Part of the Monies arising from the Sale of such of the Premises comprised in the said Indenture of Settlement of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, as had then been sold in pursuance of the Power of Sale for that Purpose given or limited by the same Indenture), was transferred into the Names of the said *Denzil Ibbetson*, *Abraham David Hake*, and *Thomas Moore*, and *Robert Shawe* Esquire, and *William Le Blanc* Esquire: And whereas soon after such Appointment as aforesaid, the Sum of Seven thousand seven hundred and ninety-seven Pounds Five Shillings and Ten-pence like Three *per Centum* Reduced Bank Annuities, (the Stock purchased with the Remainder of the Monies arising from such Sale as aforesaid), was transferred into the Names of the said *Denzil Ibbetson*, *Abraham David Hake*, and *Thomas Moore*: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-third and Twenty-fourth Days of *August* One thousand eight hundred and eight, and respectively settled and allowed by the said Master *Popham*, as is testified by his signing the same respectively, the Release being of Three Parts, and made or expressed to be made between the said *Denzil Ibbetson* of the First Part; the said *Abraham David Hake* and *Thomas Moore* of the Second Part; and the said *Robert Shawe* and *William Le Blanc*, of the Third Part, in pursuance of the said Order of the said Court of Chancery, and in Consideration of Ten Shillings to the said *Denzil Ibbetson* paid by the said *Abraham David Hake* and *Thomas Moore*, the said *Denzil Ibbetson*, so far as he lawfully could or might, did bargain, sell, and release unto the said *Abraham David Hake* and *Thomas Moore*, their Heirs and Assigns, all so much and such Part or Parts of the said Hereditaments and Premises comprised in the said Indentures of the Twenty-eighth and Twenty-ninth Days of *April* One thousand seven hundred and ninety-seven, as had not been then already sold or disposed of or given in Exchange; and also all so much and such Part or Parts of the said Hereditaments and Premises taken in Exchange for the Premises conveyed in Exchange as aforesaid, and

and comprized in the therein recited Indentures of Lease and Release and Feoffment of the Fifteenth and Sixteenth Days of *October* One thousand eight hundred and five, as was or were of Freehold Tenure, with their Rights, Members, and Appurtenances, (which said Indentures of Lease and Release and Feoffment of the Fifteenth and Sixteenth Days of *October* One thousand eight hundred and five, are the Indentures by which the said Freehold Part of the said Hereditaments and Premises so taken in Exchange as aforesaid, were conveyed to such Uses, upon such Trusts, and under and subject to such Powers, Provisoos, Declarations, and Agreements as were by the said Indenture of Settlement of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, expressed and declared of and concerning the said Farm called *The Sparrow's Nest*, and the said several Messuages, Lands, Tythes, and Hereditaments in *Witton cum Thurleston* aforesaid, or such and so many of the same Uses, Trusts, Powers, Provisoos, Declarations, and Agreements as were then capable of taking Effect), to hold the same unto the said *Abraham David Hake* and *Thomas Moore*, their Heirs and Assigns, to the several Uses, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the same Premises would then at the Time of the Execution of the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, now in Recital, have stood limited, settled, and assured, by virtue of the said Indentures of the Twenty-eighth and Twenty-ninth Days of *April* One thousand seven hundred and ninety-seven, and the Fifteenth and Sixteenth Days of *October* One thousand eight hundred and five, if the Names of the said *Abraham David Hake* and *Thomas Moore* had been inserted in the said Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, instead of the Name of the said *Sir Gilbert Affleck*, and if the Uses, Estates, Trusts, and Powers thereby limited to the said *Denzil Ibbetson* and *Sir Gilbert Affleck* had been limited to the said *Denzil Ibbetson*, *Abraham David Hake*, and *Thomas Moore*; and by the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, the said *Denzil Ibbetson* did covenant to surrender, or to join with any other necessary Parties in surrendering, all, so much, and such Part or Parts of the said Hereditaments and Premises so taken in Exchange as aforesaid, and comprized in the said Indentures of the Fifteenth and Sixteenth Days of *October* One thousand eight hundred and five, as was or were of Copyhold Tenure, with their Rights, Members, and Appurtenances, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations as were therein-before limited and expressed or referred to, of and concerning the said Freehold Premises therein-before released or intended so to be; and it was by the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, agreed and declared that the said *Denzil Ibbetson*, *Abraham David Hake*, *Thomas Moore*, *Robert Shawe*, and *William Le Blanc*, should thenceforth stand and be possessed of and interested in the said Sum of Three thousand one hundred and eighteen Pounds, Eighteen Shillings and Four-pence Three *per Centum* Reduced Bank Annuities, so transferred into their Names as aforesaid, upon the Trusts therein referred to, for the Indemnity of the Purchaser of the Premises so sold in pursuance of such Power of Sale as aforesaid; and after the Determination of the said Trusts, then in Trust to assign and transfer the

said Sum of Three thousand one hundred and eighteen Pounds Eighteen Shillings and Four-pence Three *per Centum* Reduced Bank Annuities, or so much and such Part thereof as should remain undisposed of, under or by virtue of the Trusts aforesaid, so and in such Manner as that the same Bank Annuities, or the Produce thereof, might be vested in the said *Denzil Ibbetson, Abraham David Hake, and Thomas Moore*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in and by the said Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, expressed and declared concerning the Monies to arise by the Sale of the Hereditaments thereby authorized to be sold, or so many of the said Trusts, Intents, and Purposes, Powers, Provisoos, Declarations, and Agreements as should be then subsisting undetermined, or capable of taking Effect; and it was by the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, agreed and declared that the said *Denzil Ibbetson, Abraham David Hake, and Thomas Moore*, their Executors, Administrators and Assigns, should stand and be possessed of and interested in the said Sum of Seven thousand seven hundred and ninety-seven Pounds Five Shillings and Ten-pence Three *per Centum* Reduced Bank Annuities so transferred into the Names of the said *Denzil Ibbetson, Abraham David Hake, and Thomas Moore* as aforesaid, and of the Interest, Dividends, and Annual Proceeds thereof, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements in and by the said Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, expressed and declared of and concerning the Monies to arise by the Sale of the Hereditaments thereby authorized to be sold, or so many of the said Trusts, Intents and Purposes, Powers, Provisoos, Declarations, and Agreements as were then subsisting undetermined, or capable of taking Effect: And whereas, in pursuance of the Powers of Sale so given or limited by the said Indentures of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, and the Sixteenth Day of *October* One thousand eight hundred and five, as aforesaid, the said *Denzil Ibbetson* and Sir *Gilbert Affleck* deceased, in his Life-time, with the Consent of the said *Richard Burton Burton Phillipson*, entered into a Contract for the Sale of all such of the Hereditaments and Premises comprised in the said Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, as were not sold, disposed of, or conveyed away in Exchange as herein-before is mentioned; and also of all the Freehold and Copyhold Hereditaments and Premises comprised in the said Indenture of the Sixteenth Day of *October* One thousand eight hundred and five, but the said Contract is not yet completed: And whereas the said *Abraham David Hake*, since his Appointment as a Trustee as aforesaid, hath left this Kingdom with the Intent to reside and is now actually resident in Parts beyond the Seas: And whereas, in consequence of the Absence of the said *Abraham David Hake*, the said Trusts and Powers vested in him jointly with his said Co-trustees cannot be carried into Execution without considerable Inconvenience and Delay; the said *Richard Burton Burton Phillipson*, and *Eliza Partridge*, his Wife, are therefore desirous that *Joseph Egerton*, of *Gray's Inn*, in the County of *Middlesex*, Gentleman, should be appointed a Trustee in the Place of the said *Abraham David Hake*:

Hake; and that there should be a Power to renew the Trustees from Time to Time as often as Occasion should require: And whereas the above Objects cannot be effected without the Aid of Parliament: Wherefore your Majesty's most dutiful and loyal Subjects, the said *Richard Burton Phillipson* and *Eliza Partridge Phillipson* his Wife, for themselves and for their Infant Children, the said *John Tharp Burton Phillipson*, *Richard Burton Phillipson*, and *Charles Burton Phillipson*, the Grandson, do most humbly beseech Your Majesty, that it may be enacted, and be it enacted by the King's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Freehold Hereditaments and Premises, comprised in and conveyed by the said Indentures of the Twenty-third and Twenty-fourth Days of *August* One thousand eight hundred and eight, with their and every of their Appurtenances, shall, from and immediately after the passing of this Act, be vested in, and the same are hereby vested in the said *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, and their Heirs, to the several Uses, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Proviso's, and Declarations to, upon, for, with, under and subject to which the same Hereditaments and Premises would, at the Time of the passing of this Act, have stood limited, settled, and assured by virtue of the said Indentures of the Twenty-eighth and Twenty-ninth Days of *April* One thousand seven hundred and ninety-seven, the Fifteenth and Sixteenth Days of *October* One thousand eight hundred and five, and the Twenty-third and Twenty-fourth Days of *August* One thousand eight hundred and eight, or some of them, if this Act had not been passed; and the Name of the said *Joseph Egerton* had been inserted in the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, instead of the Name of the said *Abraham David Hake*; and the Estates, Trusts, Powers, and Authorities, which by the said Indentures of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, the Sixteenth Day of *October* One thousand eight hundred and five, and the Twenty-fourth Day of *August* One thousand eight hundred and eight, or some or One of them, were limited or given to the said *Denzil Ibbetson*, *Abraham David Hake*, and *Thomas Moore*, their Heirs, Executors, Administrators and Assigns, or to the said *Denzil Ibbetson*, *Abraham David Hake*, and *Thomas Moore*, and the Survivors or Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, had by the said Indentures of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, the Sixteenth Day of *October* One thousand eight hundred and five, and the Twenty-fourth Day of *August* One thousand eight hundred and eight, or some or one of them, being limited or given to the said *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, their Heirs, Executors, Administrators and Assigns, or to the said *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, or the Survivors or Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor.

Premises comprised in Indentures, dated 23^d & 24th Aug. 1808, vested in *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, in Trust, for the Purposes in the recited Indentures mentioned.

II. And be it further enacted, That all and singular the Copyhold or Customary Hereditaments and Premises, comprised in and covenanted to be surrendered by the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, with their and every of their Appurtenances, shall, from and immediately after the passing of this Act,

Other Premises vested in the said Trustees.

Act, be vested in, and the same are hereby vested in the said *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, their Heirs and Assigns, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Agreements, and Declarations upon, for, with, under, and subject to which the same Copyhold or Customary Hereditaments and Premises would, at the Time of the passing of this Act, have stood limited and settled by virtue of the same Indentures of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, the Sixteenth Day of *October* One thousand eight hundred and five, and the Twenty-fourth Day of *August* One thousand eight hundred and eight, or some or one of them, if this Act had not been passed, and the Name of the said *Joseph Egerton* had been inserted in the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, instead of the Name of the said *Abraham David Hake*.

3,118l. 18s.
4d. Three per
Cents vested
in new
Trustees,

III. And be it further enacted, That the said Sum of Three thousand one hundred and eighteen Pounds Eighteen Shillings and Four-pence Three *per Centum*, Reduced Bank Annuities, so transferred into the Names of the said *Denzil Ibbetson*, *Abraham David Hake*, *Thomas Moore*, and *Robert Shawe*, and *William Le Blanc*, and so vested in them as aforesaid, shall, immediately from and after the passing of this Act, be vested in, and the same are hereby vested in the said *Denzil Ibbetson*, *Thomas Moore*, *Joseph Egerton*, *Robert Shawe* and *William Le Blanc*, their Executors, Administrators, and Assigns, upon and for the several Trusts, Intents, and Purposes upon and for which the said Sum of Three thousand one hundred and eighteen Pounds Eighteen Shillings and Four-pence, Three *per Centum* Reduced Bank Annuities, would at the Time of the passing of this Act, have stood settled by virtue of the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, if this Act had not been passed, and the Name of the said *Joseph Egerton* had been inserted in the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, instead of the Name of the said *Abraham David Hake*.

as also 7,797l.
5s. 10d.
Three per
Cents.

IV. And be it further enacted, That the Sum of Seven thousand seven hundred and ninety-seven Pounds Five Shillings and Ten-pence, like Three *per Centum* Reduced Bank Annuities, so transferred into the Names of the said *Denzil Ibbetson*, *Abraham David Hake*, and *Thomas Moore*, and so vested in them as aforesaid, shall, immediately from and after the passing of this Act, be vested in, and the same are hereby vested in the said *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, their Executors, Administrators, and Assigns, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Agreements, and Declarations upon, for, with, under, and subject to which the said Sum of Seven thousand seven hundred and ninety-seven Pounds Five Shillings and Ten-pence Three *per Centum* Reduced Bank Annuities would, at the Time of the passing of this Act, have stood settled by virtue of the said Indentures of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, the Sixteenth Day of *October* One thousand eight hundred and five, and the Twenty-fourth Day of *August* One thousand eight hundred and eight, or some or one of them, if this Act had not been passed, and the Name of the said *Joseph Egerton* had been inserted in the said Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and eight, instead of the Name of the said *Abraham David Hake*.

V. And be it further enacted, That with all convenient Speed after the passing of this Act, the said Sum of Three thousand one hundred and eighteen Pounds Eighteen Shillings and Four-pence Three *per Centum* Reduced Bank Annuities, shall be transferred into the Names or Name of the said *Denzil Ibbetson, Thomas Moore, Joseph Egerton, Robert Shawe, and William Le Blanc*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, in the Books of the Governor and Company of the Bank of *England*; and the said Sum of Seven thousand seven hundred and ninety-seven Pounds Five Shillings and Ten-pence, like Three *per Centum* Reduced Bank Annuities, shall be transferred into the Names or Name of the said *Denzil Ibbetson, Thomas Moore, and Joseph Egerton*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, in the Books of the Governor and Company of the Bank of *England*; and that all Acts, Deeds, Matters, and Things made, done, executed, and performed by the said Trustees respectively in the Execution of their respective Trusts, Powers, and Authorities, shall be valid and effectual to all Effects, Intents, Constructions, and Purposes whatsoever, notwithstanding the said *Abraham David Hake*, shall not join or concur in such Acts, Deeds, Matters, and Things, or shall not make, do, execute, or perform the same, or any of them.

and shall be transferred into their Names.

VI. And be it further enacted, That if the said *Denzil Ibbetson, Thomas Moore, and Joseph Egerton*, or any future Trustee or Trustees to be appointed as herein-after is mentioned, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, shall happen to die, or be desirous of being discharged of and from, or refuse or decline, or become incapable to act in the Trusts herein-before mentioned or referred to, before the said Trusts shall be fully executed, performed, and discharged, then and in such Case and when and so often as the same shall happen, it shall be lawful for the High Court of Chancery, upon a Petition to be presented in a summary Way by the Person or Persons for the Time being, by virtue of or under the Limitations and Trusts contained in the said Indenture of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, in the actual Possession of or entitled to the Rents, Issues, Profits, Interest, Dividends, and annual Produce of the Trust Estates, Monies, and Premises, for the Time being subject to the said Limitations and Trusts, if such Person or Persons respectively shall be of full Age; but if such Person or Persons respectively shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or refusing, declining or becoming incapable to act as aforesaid, and that when and so often as any new Trustee or Trustees shall be nominated, substituted, or appointed as aforesaid, all the said Trust Estates, Monies, and Premises, or such of them as shall then remain subject to the Trusts aforesaid, shall thereupon with all convenient Speed be conveyed, assigned and transferred in such Sort and Manner, and so as that the same shall and may be legally and effectually vested in the new Trustee or Trustees, either solely or jointly, with the surviving or continuing Trustee or Trustees as Occasion shall require, to the same Uses, and upon and for the same Trusts, Intents and Purposes as are in the said Indentures of the Twenty-ninth Day of *April* One thousand seven hundred and ninety-seven, the Sixteenth Day of *October* One thousand eight hundred and

Appointment of Trustees in case of Death, &c.

five, and the Twenty-fourth Day of *August* One thousand eight hundred and eight, or some or one of them, declared of and concerning the same Trusts Estates, Monies and Premises respectively, or such of them as may be then subsisting and capable of taking Effect; and that every such new Trustee shall have all the Powers and Authorities of the Trustee in whose Room he shall be substituted or appointed.

Trustees not answerable for each other.

VII. And be it further enacted, That the said *Joseph Egerton*, and the Trustee or Trustees so to be appointed by the said Court of Chancery upon any such Petition as aforesaid, and every and each of them, shall be charged and chargeable respectively only for such Monies as they shall respectively actually receive by virtue of their respective Trusts, and no One or more of them shall be answerable or accountable for the other or others of them, or for involuntary Losses; and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands by virtue of the Trusts aforesaid, to retain to and reimburse themselves respectively, and also to allow to their respective Co-Trustees all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the Execution of the aforesaid Trusts, or in Relation thereunto.

Expences of the Act how to be paid.

VIII. And be it further enacted, That it shall be lawful for the said *Denzil Ibbetson*, *Thomas Moore*, and *Joseph Egerton*, and the Survivors and Survivors of them, and the Executors, Administrators, and Assigns of such Survivor, and they, each and every of them, are and is hereby authorized and directed by Sale of a competent Part of the said Sum of Seven thousand seven hundred and ninety-seven Pounds Five Shillings and Tenpence Three *per Centum* Reduced Bank Annuities, to raise Money sufficient to pay and defray the Costs, Charges and Expences attending the obtaining and passing of this present Act, and to apply the Money so to be raised in paying and defraying such Costs, Charges and Expences accordingly.

General Saving.

IX. Saving always to the King's most Excellent Majesty, his Heirs and Successors, and all and every other Persons and Person, Bodies Politic and Corporate, his, her and their respective Heirs, Successors, Executors and Administrators, (other than and except the said *Richard Burton Burton Phillipson*, and *Eliza Partridge* his Wife, and the Sons of the said *Richard Burton Burton Phillipson*, by the said *Eliza Partridge* his Wife, now born and hereafter to be born, and the Heirs Male of the respective Bodies of such Sons, and the Daughters of the said *Richard Burton Burton Phillipson*, by the said *Eliza Partridge* his Wife, and the Heirs of the respective Bodies of such Daughters, and the Heirs and Assigns of the said *Richard Burton Burton Phillipson*, and all and every other Persons and Person having or claiming or to have or claim any Estate, Use, Trust, Right, Title, Property, Benefit, Interest, Power, or Authority of, in, to or out of or over the said Hereditaments, Monies and Premises vested by this Act in such Trustees as aforesaid, or any of them or any Part thereof respectively, under the said Indentures of the Twenty-eighth and Twenty-ninth Days of *April* One thousand seven hundred and ninety-seven, the Fifteenth and Sixteenth Days of *October* One thousand eight hundred and five, and the Twenty-third and Twenty-fourth Days of *August* One thousand eight hundred and eight, respectively, or any of them), all such

Estate,

Estate, Right, Title, Interest, Claims, and Demands whatsoever, of, in, to or out of the said Hereditaments, Monies and Premises vested by this Act in such Trustees as aforesaid, every or any Part thereof, as they, every or any of them had before the passing of this Act, or could or might have had and enjoyed in case this Act had not been made.

X. And be it further enacted, That this Act shall be printed by the Evidence. Printer to the King's most Excellent Majesty; and 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.

