



ANNO QUINQUAGESIMO TERTIO

GEORGI II. REGIS.

Cap. 197.

An Act for vesting certain Estates devised by the Will of *Thomas Holt* Esquire, in the County of *Suffolk*, in Trust for Sale; and for laying out the Monies thence arising in the Purchase of other Estates, to be settled to the same Uses.

[2d July 1813.]

WHEREAS *Thomas Holt*, late of *Redgrave* in the County of *Suffolk*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the Twentieth Day of *August* One thousand seven hundred and ninety-eight; and, after ratifying and confirming unto *Frances Holt* his beloved Wife, such Settlement and Provision as was made and settled upon her or for her Benefit, upon or before his Marriage with her, and giving to her the Residue of her own Fortune which did belong to her before their Marriage; and also the Benefit and Advantage to arise from the Remainder of the Lease granted to him of the House and Premises in *Pall-Mall, London*, and certain Articles of Furniture, he the said Testator gave and bequeathed unto his Niece *Lucinda Wilson*, now the Wife of *William Raven* of *Camberwell*, in the County of *Surrey*, Esquire, Sister to his Nephew Captain *George Wilson* Esquire, now Admiral *George Wilson*, an Annuity or clear yearly Sum of One hundred Pounds, to be issuing out of all and every his Manors, Messuages, Lands, Tenements, Hereditaments and

[Loc. & Per.]

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Real.

Real Estate whatsoever, situate in the said County of *Suffolk*, but not to interrupt or prejudice the Settlement or Provision made thereout or of any Part thereof for the Use and Benefit of his said Wife, upon his said Marriage with her, to be paid to her the said *Lucinda Wilson*, or her Assigns for her Life, with Power of Entry and Perception of the Rents and Profits of the same Hereditaments, in Default of Payment of the said Annuity, and charged as aforesaid; the said Testator gave and devised all and every his said Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, in the said County of *Suffolk*, being Freehold or Charterhold and Leasehold; and also all his Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being in the County of *Norfolk*, or elsewhere in the Kingdom of *Great Britain*, being Freehold, or Charterhold and Leasehold, unto his Brother-in-law *William Colboun* Esquire, Sir *Charles Davers* Baronet, and *William Woodley* Esquire, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day of his Decease, upon Trust that they the said *William Colboun*, Sir *Charles Davers* and *William Woodley*, or the Survivors or Survivor of them, his Executors or Administrators, should by Demise and Mortgage of all and every the said Manors, Messuages, Lands, Tenements, and Hereditaments, or of a competent Part thereof, or by an absolute Sale thereof, or of a competent Part thereof (except the said Testator's Manor, Mansion House, Lands, Tenements, and Hereditaments in the said Parish of *Redgrave*), for all or any Part of the said Term of One thousand Years, raise and pay such Sum and Sums of Money as with the Monies which should arise from his Personal Estate and Effects, and not thereby by him otherwise specifically given and disposed of, should be sufficient to pay and discharge all his just Debts that he should owe at the Time of his Decease, of every Kind, and which he desired might be fully paid and satisfied; and the following Legacies or Sums of Money (that is to say), the Sum of Three thousand Pounds for the said *Frances* the said Testator's Wife, and the Sum of One thousand Pounds for each and every of his Nephews and Nieces, the Five following Children of his Niece *Isabella*, then the Wife of *Groves* Esquire, a Captain in one of His Majesty's Regiments of Infantry, (namely) *Lucinda Groves*, *Charlotte Groves*, *Henry Groves*, *Isabella Groves*, and *Georgina Groves*, or such of them as should be living at the said Testator's Decease, to be paid to them his said Nephew and Nieces within Six Months after his Decease, or when and as they should respectively attain the Age of Twenty-one Years, which should last happen, and the said Legacy or Sum of Three thousand Pounds to be paid to his said Wife within Six Months after his Decease; and the said Testator gave and bequeathed the said Legacies accordingly, with Power of Entry and Perception of the Rents and Profits of the said Hereditaments to the said several Legatees, in case their said Legacies should not be raised at the Times and in Manner as the same are by his said Will directed to be paid, and subject to the before-mentioned Annuity, Legacies, and Sums of Money, and to the said Estate and Term of One thousand Years, and the Trusts thereof: The said Testator gave and devised all and every his said Manors, Messuages, Lands, Tenements, and Hereditaments, and all and every his Advowsons, Rectories, and all other his Manors, Messuages, Lands, Tenements, and Hereditaments, and Real Estate whatsoever and wheresoever, being Freehold or Charterhold and Leasehold (except his
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Leasehold House in *London*, with their and every of their Appurtenances), unto his said Nephew *George Wilson*, and his Assigns, for his Life, without Impeachment of Waste (voluntary Waste excepted); Remainder to Trustees and their Heirs and Assigns during the Life of the said *George Wilson*, in Trust to preserve Contingent Remainders: And the said Testator's Will and Mind was, that all and singular his Messuages, Lands, Tenements, and Hereditaments in the said Counties of *Suffolk* and *Norfolk*, or elsewhere, which were of Copyhold or of Customary Tenure, and holden by Copy of Court Roll of any Manor or Manors whatsoever, should be charged with and liable to the Payment of his said Debts, and the Legacies and Sums of Money afore-mentioned and every Part thereof, as well as his said Freehold Estates; and subject thereto, and to the afore-said Annuity of One hundred Pounds to the said *Lucinda Wilson* as afore-said, he the said Testator gave and devised all and every the said Copyhold and Customaryhold Messuages, Lands, Tenements, and Hereditaments whatsoever, unto the said *George Wilson* and his Assigns for his Life; and after the Decese of the said *George Wilson*, the said Testator gave, devised, and bequeathed all and every the said Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments, as well Freehold and Leasehold, as Copyhold, with their and every of their Appurtenances, unto such One or more Son or Sons of the Body of the said *George Wilson* lawfully to be begotten, for such Estate and Estates as he should by his Will, executed as therein mentioned, devise or appoint; and in Default of and subject to such Devise and Appointment, to the Use of the First and other Sons of the said *George Wilson* successively in Tail Male; Remainder to *Peregrine Langton*, now *Peregrine Massingberd*, the Second Son of *Bennet Langton* Esquire, and his Assigns for his Life, without Impeachment of Waste (voluntary Waste only excepted); Remainder to Trustees and their Heirs and Assigns, during the Life of the said *Peregrine Massingberd*, in Trust to preserve the Contingent Remainders; Remainder to the First and other Sons of the said *Peregrine Massingberd*, successively in Tail Male; Remainder to *Algernon Langton*, another Son of the said *Bennet Langton*, and his Assigns, for his Life, without Impeachment of Waste (voluntary Waste only excepted); Remainder to the same Trustees and their Heirs and Assigns, during the Life of the said *Algernon Langton*, in Trust to preserve Contingent Remainders; Remainder to the First and other Sons of the said *Algernon Langton*, successively in Tail Male; Remainder to *Charles Langton*, another Son of the said *Bennet Langton*, and his Assigns, for his Life, without Impeachment of Waste (voluntary Waste only excepted); Remainder to the First and other Sons of the said *Charles Langton* successively in Tail Male; Remainder to the First Son of the Body of the said Testator's Niece *Jane*, then the Wife of *George Osbaldeston* of *Hutton Busshel*, in the County of *York*, lawfully begotten or to be begotten, and to the Heirs of the Body of such First Son lawfully issuing; with Remainder to the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said Testator's Niece *Jane Osbaldeston*, begotten or to be begotten successively in Tail Male; with Remainder unto the said Testator's own Right Heirs for ever: And the said Testator's Will and Desire was, that notwithstanding the afore-mentioned Devises of his Real Estates as afore-said, that his then Servants *Elijah Sealy* and his then Wife should have the Use and Occupation of the Cottage wherein they then dwelt in *Redgrave* afore-said, with the
 Yard

Yard and Premises thereunto belonging, for their Lives and the Life of the longest Liver of them; and that the said Testator's Servant *Richard Osborne* should have the Use and Occupation of the Cottage wherein he then dwelt in *Redgrave* aforesaid, with the Yard and Premises thereto belonging, for his Life; the same Cottages and Premises to be held by the said *Elijah Sealy* and his said then Wife and *Richard Osborne* respectively, without being liable to pay any Rent or other Satisfaction for the Use and Occupation thereof, they keeping and maintaining their respective Cottages in tenantable Repair, and committing no Strip or Waste thereon: And, after giving some pecuniary and specific Legacies, the said Testator gave unto his Cousin

Crofts, the Widow of

Crofts the late Rector of *Brandon cum Wangford*, an Annuity or clear yearly Sum of Thirty Pounds, for her Life, to be paid out of his Real Estates, and thereby charged the same with the Payment thereof: And after giving some further specific and pecuniary Legacies, and disposing of the Residue of his Personal Estate, he the said Testator appointed the said *Sir Charles Davers*, *William Woodley*, and *William Colboun*, Executors of his said Will: And whereas the said Testator made Two Codicils to his said Will, bearing Date the Twenty-sixth Day of *August* One thousand seven hundred and ninety-eight, and the Twelfth Day of *September* One thousand seven hundred and ninety-eight, which did not affect the said Devise and Bequest of his said Freehold, Copyhold, and Leasehold Estates, or any Part thereof: And whereas the said Testator, by another Codicil to his said Will, bearing Date the Sixth Day of *July* One thousand seven hundred and ninety-nine, duly executed and attested so as to pass Real Estates, after reciting that since the making his said Will he had contracted to sell and convey his Manors, Messuages, Farms, Lands, and Real Estate, as well Copyhold as Freehold, situate in *Bexwell* and Towns adjoining in the County of *Norfolk*, to *Robert Fellowes* Esquire, but that the same had not been then yet conveyed, he the said Testator by that his said Codicil did give and devise the said Manors and the Freehold Part of the said Messuages, Lands, Tenements and Real Estates unto the said *Sir Charles Davers*, *William Woodley* and *William Colboun*, and their Heirs and Assigns for ever, upon Trust, upon Receipt of the Purchase Money pursuant to the said Contract, to convey the same unto the said *Robert Fellowes*, his Heirs and Assigns, or as he or they should direct; and the said Testator did thereby authorize and direct the said Trustees to sell and convey the Copyhold Part of the same Estates and Premises unto the said *Robert Fellowes*, his Heirs and Assigns, or as he and they should direct; and the said Testator authorized the said Trustees and Executors named in his said Will to complete the Purchase of the Messuages, Lands, Tenements, and Hereditaments in *Redgrave* aforesaid, which he had some Time ago contracted for, of *Mr. John Rix Birch*, and which had not then yet been conveyed, and to pay the Purchase Money for the same out of the Monies which should come into their Hands by virtue of his said Will, and that his said Codicil: And he further willed and directed that the said last-mentioned Estate and Premises, as well Freehold as Copyhold, should be conveyed, surrendered, and assured by the Grantor or Grantors thereof, or by his said Trustees or the Survivor of them, his Heirs or Assigns, to such and the same Use and Uses, and upon the same Trusts, and to and for the same Intents and Purposes, as are in and by his said Will limited and declared, of his Manors, Messuages, Lands, and Tenements in *Redgrave* aforesaid; and, the better

to enable his said Trustees to complete the said Purchase, he did authorize, will, and direct his said Trustees, or the Survivors or Survivor of them, his Heirs or Assigns, in case they or he should find the same necessary or think fit absolutely to sell and convey the Fee Simple of all his Manors, Messuages, Lands, and Tenements situate in *Brandon* in the said County of *Suffolk*, or Towns adjoining; and for that Purpose he gave and devised the said last-mentioned Manors and Estates at *Brandon* aforesaid and Towns adjoining unto and to the Use of them the said *Sir Charles Davers*, *William Woodley* and *William Colboun* and their Heirs: And whereas the said Testator died in or about the Month of *August*, in the Year One thousand seven hundred and ninety-nine, without having revoked or altered his said Will, otherwise than by the said Codicils, and without having revoked or altered the said Codicils; and the said *Sir Charles Davers*, *William Woodley* and *William Colboun*, on or about the Twelfth Day of *September* One thousand seven hundred and ninety-nine, duly proved the said Will and Codicils in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Sir Charles Davers*, *William Woodley* and *William Colboun*, as such Trustees and Executors as aforesaid, pursuant to the Directions of the said Codicil of the Sixth Day of *July* One thousand seven hundred and ninety-nine, completed the Purchase of the said Messuages and other Hereditaments, which had been contracted for by the said Testator *Thomas Holt*, of the said *John Rix Birch* as aforesaid; but no Part of the said Estates situate at *Brandon* aforesaid were sold for the completing of such Purchase: And whereas the said *Sir Charles Davers* and *William Woodley* have both since departed this Life, leaving their Co-trustee and Co-executor the said *William Colboun* them surviving, the said *Sir Charles Davers* having died in or about the Month of *June* in the Year One thousand eight hundred and six, and the said *William Woodley* in or about the Month of *April*, in the Year One thousand eight hundred and seven: And whereas by an Act passed in the Forty-seventh Year of the Reign of His present Majesty, intituled *An Act for inclosing Lands in the Parish of Brandon in the County of Suffolk*, the Commissioners appointed by the said Act, by their Award dated the Fifteenth Day of *February* One thousand eight hundred and ten, allotted unto the said *George Wilson* Twenty-three several Allotments, amounting together to Two thousand three hundred and forty-six Acres and Thirteen Perches, for his several Rights and Interests in and upon the Lands and Grounds by the said recited Act directed to be divided and allotted (except out of the said Quantity Eight Acres, Part of the Ninth Allotment, and Six Acres One Rood and Twenty-eight Perches, Part of the First, Second, and Third Allotments which were given in Exchange, under the said Award, to *Richard Risbrook* and *James Denton* respectively): And whereas by indenture bearing Date the Sixth Day of *April* One thousand eight hundred and ten, and made between the said *George Wilson* of the First Part; the Commissioners under the said recited Act, of the Second Part; the Bankers appointed for the said Inclosure, of the Third Part; and *Meadows Taylor* and *John Reeve*, of the Fourth Part; he, the said *George Wilson* did, in pursuance of the Power contained in the said recited Act, charge all his said Allotments (except the said Lands so exchanged as aforesaid) with the Payment of the Sum of Two thousand Pounds, and Interest at the Days and Times and in Manner therein mentioned; and did thereby grant, mortgage, lease, and demise unto the said *Meadows Taylor* and *John Reeve*, their Executors, Administrators and Assigns, all the said Allotments (except as aforesaid), to hold the same unto the

said *Meadows Taylor* and *John Reeve*, their Executors, Administrators and Assigns, for a Term of Five hundred Years from thence next ensuing, subject to a Proviso for making void the said Charge and Demise when the said Two thousand Pounds and Interest should, at the Times therein mentioned, or at any other Time, be paid: And whereas the said *George Wilson*, in the Year One thousand eight hundred and one, intermarried with *Catharine* his now Wife, and hath Issue by her now living Four Sons and One Daughter; that is to say, *George Saint Vincent Wilson*, *Thomas Daniel Holt Wilson*, *Charles John Wilson*, *John Wood Wilson*, and *Susan Mary Wilson*, all now Infants under the Age of Twenty-one Years, and no other Issue: And whereas *Peregrine Massingberd*, in the said Will called *Peregrine Langton*, in or about the Month of *August*, in the Year One thousand eight hundred and two, intermarried with *Elizabeth Mary Ann* his now Wife, and hath Issue by her now living Three Sons; (that is to say), *Algernon Langton Massingberd*, *Samuel Langton Massingberd*, and *Bennet Langton Massingberd*, all now Infants under the Age of Twenty-one Years, and no other Issue Male: And whereas the said *Algernon Langton* hath no Issue Male: And whereas the said *Charles Langton* hath departed this Life without leaving any Issue Male: And whereas the said *Jane Osbaldeston*, in or about the Month of *September*, in the Year One thousand seven hundred and eighty-one, intermarried with the said *George Osbaldeston*, and hath Issue by him an only Son *George Osbaldeston* of *Lincoln Palace*, in the County of *Lincoln*, Esquire, who hath attained his Age of Twenty-one Years, and is the First Tenant in Tail Male adult under the Limitations contained in the said Will of the said Testator *Thomas Holt*, deceased: And whereas the said *Mary Crofts*, one of the Annuitants named in the said Will, died in or about the Month of *February*, in the Year One thousand eight hundred and six; and the only Annuity now subsisting and charged upon the said devised Estates is the Annuity of One hundred Pounds to the said *Lucinda Wilson*, now the Wife of the said *William Raven*: And whereas Part of the said Estates so devised by the said Testator *Thomas Holt* as aforesaid, as also the said Allotments so awarded to the said *George Wilson* as aforesaid, are situate in the several Parishes of *Brandon* and *Wangford* in the said County of *Suffolk* (more particularly described and comprised in the Schedule to this Act annexed), and lie at an inconvenient Distance from the Bulk of the Property, and the Residence of the said *George Wilson*, which is at *Redgrave*, in the said County of *Suffolk*, and so devised as aforesaid: And whereas it would be beneficial and of great Convenience to the said *George Wilson*, and the several Persons claiming in Remainder under the Limitations contained in the said Will of the said Testator *Thomas Holt* deceased, that the said Manors, Advowsons, Messuages, Pieces or Parcels of Land and Hereditaments situate as aforesaid, should be vested in Trustees, in Trust to be sold, and that the clear Monies thence arising should be applied, in the first Place, in paying off the said Mortgage Incumbrance, and that the Residue thereof should be applied under the Direction of the High Court of Chancery in the Purchase of other Estates in the said Counties of *Suffolk* and *Norfolk* or one of them, lying contiguous to or convenient to be held and enjoyed with the said Estates at *Redgrave* aforesaid, to be settled to the subsisting Uses of the said Will of the said Testator *Thomas Holt* deceased: But, by reason of the Limitations contained in the said Will of the said *Thomas Holt* deceased, the same cannot be effected without the Aid and Authority of

of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *George Wilson* on Behalf of himself and his said Infant Children, and the said *Peregrine Massingberd* on Behalf of himself and his said Infant Sons, and the said *Algernon Langton* and *George Osbaldeston*, 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 the Manors or Lordships, or reputed Manors or Lordships, Advowsons, and all and singular the Freehold and Copyhold or Customary Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying and being in the several Parishes of *Brandon* and *Wangford*, in the said County of *Suffolk*, and which are more particularly described and comprized in the said Schedule to this Act annexed, together with their and every of their Rights, Members and Appurtenances, shall, from and immediately after the passing of this Act, be vested in and settled upon, and the same are hereby from henceforth vested in and settled upon the Reverend *George Betts* of *Wortham*, in the said County of *Suffolk*, Clerk, and *Meadows Taylor* of *Dis*, in the County of *Norfolk*, Gentleman, their Heirs and Assigns, to the Use of them the said *George Betts* and *Meadows Taylor*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Limitations, Charges, Trusts, Powers, Provisoos, Declarations, and Agreements in and by the said Will and Codicils of the said Testator *Thomas Holt* deceased, and in and by the said Award of the said Commissioners limited, created, expressed, declared, and referred to of and concerning the same, or any Part or Parts thereof (but subject nevertheless to the said several Legacies of Three thousand Pounds to the said *Frances Holt*, and of One thousand Pounds to the said *Lucinda Groves*, *Charlotte Groves*, *Henry Groves*, *Isabella Groves* and *Georgina Groves*, or such of them as may be now subsisting, and to all Powers and Remedies and Trusts for securing the said Legacies respectively; and also subject and without Prejudice to the said Term of One thousand Years created by the said Will of the said Testator *Thomas Holt* deceased, and to the subsisting Trusts thereof); but nevertheless upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Powers herein-after expressed and declared of and concerning the same; (that is to say), upon Trust that they the said *George Betts* and *Meadows Taylor*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall as soon as conveniently may be after the passing of this Act, by and with the Consent and Approbation in Writing of the said *George Wilson* during his Life, and after his Death then with the Consent and Approbation in Writing of the Person or Persons who, if this Act had not been passed, would for the Time being have been beneficially entitled under the Limitations contained in the said Will, to the Receipt of the Rents and Profits of the same Manors, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments, if such Person or Persons shall have attained the Age of Twenty-one Years; but if not, then with the Consent and Approbation in Writing of his or her or their Guardian or Guardians, absolutely sell and dispose of the said Manors, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments so hereby vested in the said *George Betts* and *Meadows Taylor*, and their Heirs as aforesaid, either together or in Parcels, and either by

Vesting certain Estates in Trustees.

public

public Sale or Auction, or by private Contract, unto any Person or Persons who shall be willing to purchase the same, or any Part or Parts thereof, for the best Price or Prices in Money, which in the Judgment of the said *George Betts* and *Meadows Taylor*, or the Survivor of them, or the Heirs or Assigns of such Survivor, can or may be reasonably obtained for the same; and upon Payment of the Monies for which the same shall be respectively sold in the Manner herein-after mentioned, shall and do convey and assure the same Premises so sold, unto and to the Use of such Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns for ever, or to such other Uses as he, she, or they shall direct or appoint, freed, acquitted, and discharged as aforesaid.

The Purchase Money to be first applied in Discharge of 2,000l. secured on the Allotments:

And the Residue of the Purchase Money to be paid into the Bank of England, and invested, subject to Debts, in the Purchase of Lands to be settled for the Uses of the Will.

II. And be it further enacted, That the Monies to arise by such Sale or Sales as aforesaid of the said Manors, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments, so vested in the said *George Betts* and *Meadows Taylor*, their Heirs and Assigns as aforesaid, shall be paid and applied by the Purchaser or Purchasers of the said Hereditaments in the Manner following; (that is to say), in the first Place, in or towards the Payment and Satisfaction of the said Mortgage Incumbrance of Two thousand Pounds, to the Person or Persons who shall be entitled to receive the same, and whose Receipt or Receipts shall be a sufficient Discharge and sufficient Discharges to the Person or Persons paying the same; and the Surplus of the Monies to arise by such Sale or Sales as aforesaid, after Payment of the said Two thousand Pounds, shall be paid by the Purchaser or Purchasers 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 the devised Estates of the said *Thomas Holt*, deceased, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; and as soon as conveniently may be after the said Surplus of the Money to arise by such Sale or Sales as aforesaid shall have been paid into the Bank of *England*, the same shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *George Wilson*, and after his Decease by the Person or Persons for the Time being whose Consent is hereby made requisite, upon every such Sale as aforesaid (after Payment of the Costs, Charges, and Expences of applying for and passing this Act, and also the Costs, Charges, and Expences attending the Execution of the several Trusts and Powers hereby created and given), be laid out and invested in the Purchase or Purchases of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments, or of Copyhold Messuages, Lands, Tenements, or Hereditaments situate in the said Counties of *Suffolk* and *Norfolk*, or one of them, which may be respectively approved of by the said Court of Chancery, as being convenient to be holden or enjoyed with the Bulk of the Property and Estate at *Redgrave*, in the said County of *Suffolk*, and so devised as aforesaid, and so that not more than One Sixth Part or thereabouts of the Hereditaments so to be purchased shall consist of Copyhold; except in such Cases where the said *George Wilson*, or the Person or Persons for the Time being, by virtue of the Limitation contained in the said Will of the said Testator *Thomas Holt*, deceased, shall be the Lord or Lords of any Manor

Manor or Manors whereof any such Copyhold or Customary Hereditaments shall be holden, and except in such other Cases in which under the special Circumstances thereof the said Court of Chancery shall allow; and from and immediately after the making such Purchase or Purchases, the Manors, Messuages, Lands, Tenements, or Hereditaments so to be purchased, shall be conveyed, surrendered, settled and assured to, for, and upon such of the Uses, Trusts, Intents, and Purposes, and with, under and subject to such and so many of the Powers, Provisoos, and Declarations in and by the said Will of the said *Thomas Holt* deceased, limited, expressed, and declared of and concerning the Freehold Hereditaments thereby devised, as shall be then subsisting or capable of taking Effect (other than and except the said Annuity, and the said several Legacies, and the said Term of One thousand Years, and the Trusts thereof so charged and created by the said Will of the said *Thomas Holt*, deceased, as aforesaid).

III. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General, in Manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs and Expences, according to the Directions herein contained; shall in the mean Time, and until the said Monies shall be invested in the Purchase of Lands, Tenements, or Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy, Victualling, Transport Bills, or Exchequer Bills; and the Interest arising from the Money so laid out in the said Navy, Victualling, Transport, or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, Transport, or Exchequer Bills: Provided that it shall and may be lawful for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whensoever the Exchequer Bills of the Date of those in the Hands of the said 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; and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest, whenever the Bills are paid off; and all the said Navy, Victualling, Transport, or Exchequer Bills shall be deposited in the Bank of *England*, 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, for the Investment thereof, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary Way, by the said *George Wilson*, or such other Person or Persons as aforesaid, be ordered by the said Court to be sold by the said Accountant General, for the completing such Purchase or Purchases in such Manner as the said Court shall think just and direct; and if the Money to arise by Sale of such Bills shall exceed the Amount of the original Purchase Money so to be laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively.

Until Lands are purchased, the Money to be laid out in Navy, Victualling, or Exchequer Bills.

as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased pursuant to this Act, or to the Personal Representative or Representatives of such Person or Persons.

Accountant
General's
Certificate,
and Receipt
of the Cashier
of the Bank,
to be good
Discharges.

IV. Provided also, and be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of any One of the Cashiers of the Bank of *England* to be annexed thereto, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by the Person or Persons in whose Favour such Sales shall be made, of his, her, or their Purchase Money, or any Part thereof, shall be good and effectual Discharge or good and effectual Discharges to such Person or Persons, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for so much of such Purchase Money as in such Certificates or Receipts respectively shall be expressed to have been paid or received; and that after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators and Assigns shall not be answerable or accountable for any Loss, Misapplication or Non-application of such Purchase Money, or any Part thereof.

Payment of
Costs and
Expences.

V. Provided also, and be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as the said Court shall think proper, for taxing or settling the Costs and Expences to be incurred in obtaining and passing this Act, and in making the several Applications to be made in the said Court in pursuance thereof, and in making and completing the Sales of the several Hereditaments hereby made saleable as aforesaid, and in investing all or any of the Monies which in pursuance of this Act shall be paid into the Bank of *England* as aforesaid, in the Purchase of Navy, Victualling, Transport, or Exchequer Bills, or in the Purchase of Lands and Hereditaments, according to the Directions herein-before given, or otherwise in carrying the Trusts and Purposes of this Act into Effect; and also from Time to Time to make such Order and Orders as the said Court shall think fit, for Payment of such Costs, Charges, and Expences as aforesaid, out of the Monies arising by the Sale of the Lands and Hereditaments hereby made saleable, and shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy, Victualling, Transport or Exchequer Bills to be purchased as aforesaid.

Until Sale
Rents to be
received by
the Persons
entitled under
the Will.

VI. Provided also, and be it further enacted, That in the mean Time and until such Sale or Sales as aforesaid shall be made of the said Manors, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested in Trust to be sold as aforesaid, the said *Georges Betts* and *Meadows Taylor*, and the Survivor of them, and the Heirs of such Survivor, shall permit and suffer the Rents and Profits of the same Manors and other Hereditaments, or of such of them as shall remain unsold, to be received by the Person or Persons who would have been entitled to have received such Rents and Profits, if this Act had not been made.

VII. Provided always, and be it further enacted, That notwithstanding Parts of the Hereditaments originally subject to the said Annuity or yearly Rent Charge of One hundred Pounds, given to or devised to the said *Lucinda Raven* for her Life as aforesaid, is, by the Operation of this Act, freed and discharged from the said Annuity or yearly Rent Charge, and all Powers and Remedies for securing the same; yet nevertheless the said Annuity or yearly Rent Charge shall be, remain, and continue charged upon and payable out of the Residue of the Manors and other Hereditaments originally charged therewith, and not hereby vested in Trust to be sold as aforesaid, with all Powers, Authorities, and Remedies for recovering and compelling Payment of the same, from and out of such Residue of the same Manors and other Hereditaments, in such and the same Manner as if the said Residue of the said Manors and other Hereditaments had been originally the only Hereditaments subject to the Payment of the same Annuity or yearly Rent Charge: Provided always, that if the said *George Wilson*, or any other Person or Persons who (if this present Act had not been passed) would for the Time being have been entitled in Possession to the said Manors, Advowsons, and other Hereditaments hereby vested and settled as aforesaid, such Person or Persons, then being of the Age of Twenty-one Years or upwards, shall at any Time before the Whole of the said Manors, Advowsons, and other Hereditaments hereby vested and settled as aforesaid, shall be sold in pursuance of this Act, be minded and desirous that the same Manors, Advowsons, and other Hereditaments so remaining unsold, or any Part or Parts thereof, shall not be sold, and shall signify such his, her, or Mind or Desire, by any Writing or Writings under their, his, or her Hands or Hand, to the Trustee or Trustees for the Time being for carrying the Trusts and Powers of this Act into Execution, then and in such Case all and every the Trusts, Powers, Provisoés, Declarations, and Agreements herein declared and contained for the Sale of the said Manors, Advowsons, and other Hereditaments, or such of them as the said *George Wilson*, or the Person or Persons respectively as aforesaid, shall desire not to be sold, shall cease and be void, and the same Manors, Advowsons, and other Hereditaments so remaining unsold, or such Part or Parts thereof as aforesaid, shall thereupon with all convenient Speed be conveyed by the Trustee or Trustees for the Time being, to such Uses, and for such Trusts, Intents, and Purposes, and with, under, and subject, to such Powers, Provisoés, Declarations, and Agreements, as would be therein respectively subsisting under and by virtue of the said Will of the said Testator *Thomas Holt*, deceased, in case this Act had not been made; any Thing herein contained to the contrary thereof in anywise notwithstanding.

The Residue of the Estates devised by the Will to remain subject to Annuity to Mrs. Raven.

If *George Wilson* should be desirous that any Part of said Estates should not be sold, and give Notice thereof to the Trustees, Powers of Act, in regard to such Part, to cease.

VIII. Provided also, and be it further enacted, That if the said *George Betts* and *Meadows Taylor*, or either of them, or any future Trustee or Trustees to be appointed as herein-after mentioned, shall die, or be desirous of being discharged from, or shall refuse or decline, or become incapable to act in the Trusts hereby in them or him reposed as aforesaid, or shall go out of *Great Britain* before the said Trusts shall be fully performed and executed; then and as often as any such Case shall happen, it shall and may be lawful for the High Court of Chancery, in a summary Way, upon the Petition of the Person or Persons who, under or by virtue of the said Will of the said *Thomas Holt*, deceased, would for the

Appointment of new Trustees.

Time.

Time being be beneficially entitled in Possession or to the Rents and Profits of the said Manors, Advowsons, Messuages, Farms, Lands, Tenements and Hereditaments, hereby made saleable as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, and if under that Age, then upon the Petition of his, her, or their Guardian or Guardians, during his, her, or their Minority or respective Minorities, from Time to Time to nominate and appoint any Person or Persons named by the said Court to be a Trustee or Trustees in the Place and Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining or becoming incapable to act, or going out of *Great Britain* as aforesaid; and thereupon all such Manors, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments, or such of them as shall remain unsold; shall with all convenient Speed be conveyed so and in such Manner as that the same may be legally and effectually vested in the surviving or continuing Trustee and such new Trustee, or in such new Trustee wholly, as the Case may require, upon the Trusts herein-before declared of and concerning the same Trust Estates and Premises respectively, or such of the same Trusts as shall be then subsisting or capable of taking Effect; and that every such new Trustee or Trustees shall and may in all Things act and assist in the Management and Execution of the Trusts to which he or they shall be so appointed, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally appointed a Trustee or Trustees in this Act.

General
Saving.

IX. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except the said *George Wilson* and all and every his Sons and Daughters, and the respective Heirs of the Body and Bodies of all and every such Sons and Daughters; and also the said *Peregrine Massingberd*, and his First and other Sons, and the Heirs Male of his and their Body and Bodies respectively; and also the said *Algernon Langton* and his First and other Sons, and the Heirs Male of his and their Body and Bodies respectively; and also the said *George Osbaldeston* and the Heirs Male of his Body, and also all and every other the Son and Sons of the said *Jane Osbaldeston*, and the Heirs Male of the Body and Bodies of all and every such Son and Sons respectively; and also the right Heirs of the said Testator *Thomas Holt*, deceased; and all and every other Person and Persons whomsoever having or lawfully claiming, or who shall or may have or lawfully claim any Estate, Right, Title, or Interest of, in, to, or out of the said Manors, Advowsons, Messuages, Farms, Lands, Tenements and Hereditaments, hereby vested in Trust to be sold as aforesaid under the said Will and Codicil of the said Testator *Thomas Holt*, deceased, or the said recited Award of the said Commissioners (other than and except the Person and Persons claiming in respect of the said Legacies respectively, or such of them as may be subsisting; and also the Trustees or Trustee for the Time being of the said Term of One thousand Years, and his and their Executors, Administrators, and Assigns), all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the same Manors and other Hereditaments hereby made saleable, as they or any of them had before the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

X. And

53rd GEORGE III. *Cap. 197.*

3593

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

The SCHEDULE to which the foregoing Act refers.

Lessees or Tenants.	Description of Premises.	Quantity of Acres.	Annual Rent.	Where situated.
		A. R. P.	£ s. d.	
	The Manor or Lordship of Brandon, otherwise Brandon Ferry, with the Quit Rents, Rights, Royalties, Members and Appurtenances thereto belonging.			
	The Manor or Lordship or reputed Manor or Lordship of Livermere Grange, otherwise Wangford Grange, with the Rights, Royalties, Members and Appurtenances thereto belonging.			
	The Advowsons, Donations, Rights of Patronage and Presentation of and to the Parish Churches of Brandon and Wangford.			
William Capp and Edmund Capp	House, Buildings, Cottages, Yards, Gardens and Orchard, and several Fields, Closes or Parcels of Land, Arable, Meadow, Pasture, Marsh, Fen and Warren	2,860 0 0	900 0 0	Wangford, in Suffolk.
John Saar and Humphrey Saar	House, Buildings, Cottage, Yards, Gardens and Orchard, and several Fields, Closes or Parcels of Land, Arable, Meadow, Pasture, Marsh and Fen	210 0 0	170 0 0	In Ditto.
John Turner	House, Buildings, Yards, Garden and Orchard, and several Fields, Closes or Parcels of Land, Arable, Meadow, Pasture, Marsh and Fen	2,850 0 0	500 0 0	Brandon, in Suffolk.
Edward Blifs	A Close or Parcel of Land, Pasture and Marsh	30 0 0	43 0 0	In Ditto.
Joseph Mason	A Close or Parcel of Land, Meadow and Pasture	12 0 0	24 0 0	In Ditto.
Simon Howes	A Close or Parcel of Land, Meadow and Pasture	15 0 0	30 0 0	In Ditto.
Francis Snare	A Lime Kiln, and a Close or Parcel of Land	2 0 0	10 0 0	In Ditto.
		5,979 0 0	1,677 0 0	

Jn^o Turner, Surveyor.

The Value of the Timber on these Estates is £200 or thereabouts.

Jn^o Turner, Surveyor.