



ANNO UNDECIMO & DUODECIMO

# VICTORIÆ REGINÆ.

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## Cap. 4.

An Act to authorize the Sale to the Right Honourable *George Harry* Earl of *Stamford and Warrington* of certain Freehold and Leasehold Hereditaments in the County of *Salop* devised by the Will of *Polly Hale* Widow, deceased, and for directing the Investment of the Purchase Money in other Hereditaments, to be settled in like Manner. [22d *July* 1848.]

**W**HEREAS by an Indenture bearing Date the Twenty-third Day of *September* One thousand seven hundred and ninety-four, and made or expressed to be made between *Mary Hale* and *John Hale* of the First Part, *Joseph Tongue* and *Elizabeth* his Wife, and *Polly Devey*, of the Second Part, and *Edward Gatacre*, then called *Edward Gatacre* the younger, of the Third Part, (being the Settlement made previously to and in contemplation of the Marriage then intended between the said *John Hale* and *Polly Devey*,) and in which it was recited that by Indenture Quadrupartite, bearing Date the Twenty-seventh Day of *March* One thousand seven hundred and twenty-nine, and made or mentioned to be made  
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Indenture, dated 23d September 1794.

between *Edward Toye* of the First Part, *Thomas Brettell* and *William Brettell* of the Second Part, *Joseph Chillingsworth* and *Thomas Wheeler* of the Third Part, and *Edward Walker* of the Fourth Part, the said *Edward Toye*, for the Considerations therein expressed, did bargain, sell, assign, and set over unto the said *Joseph Chillingsworth* and *Thomas Wheeler*, and the said *Thomas Brettell* and *William Brettell* did grant, bargain, sell, release, and confirm unto the said *Joseph Chillingsworth* and *Thomas Wheeler*, and to their Heirs and Assigns for ever, among other Hereditaments, all that Messuage, Tenement, or Dwelling House and Farm commonly called or known by the Name of "*Filliloads*," and all and every the Meadows, Leasows, Closes, Pastures, Lands, and Tenements whatsoever thereunto belonging, or therewith then used, and then in the Occupation of *Francis Amos*, and also all that Tenement situate in the Parish of *Atveley* aforesaid at or near *Allombridge* there, with all Lands, Tenements, and Hereditaments thereunto belonging, and also One Tenement or Dwelling House in the Parish of *Atveley* aforesaid called *Hargett Field House*, with all and every the Lands, Tenements, and Hereditaments thereunto belonging, or by whatsoever Names, Certainty or Certainties, the said Tenements and Premises, or any of them, then were or at any Time theretofore had been called, known, or distinguished, all which Premises were lying and being in the Parish of *Atveley* aforesaid in the said County of *Salop*, and were then in the Occupation of *Francis Amos* and *James Jorden*, to hold to the said *Joseph Chillingsworth* and *Thomas Wheeler*, their Heirs and Assigns for ever, to the several Uses, Intents, and Purposes, and under the Provisoes therein limited and declared, (*videlicet*,) as to certain Closes not herein-before described, to the Use of the said *Edward Walker*, his Executors, Administrators, and Assigns, for the Term of One hundred Years, and as to all the Rest and Residue of the said Premises, to the Use and Behoof of the said *Edward Walker*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years from thence next ensuing and fully to be complete and ended, and the said Term of Five hundred Years was subject to a Proviso or Condition therein contained to be void on Payment of Four hundred and twenty Pounds by the said *William Brettell*, his Heirs, Executors, Administrators, or Assigns, to the said *Edward Walker*, his Executors, Administrators, or Assigns, in manner as in the said Indenture of the Twenty-seventh Day of *March* One thousand seven hundred and twenty-nine was expressed, the said Premises herein-before described, and comprised in the said Term of Five hundred Years, with the Appurtenances, were assigned unto the said *Edward Gatacre* the younger and *Joseph Tongue* for all the Residue and Remainder of the said Term of Five hundred Years, freed and discharged from the Provisoes or Conditions mentioned in the said Indenture of the Twenty-seventh Day of *March* One thousand seven hundred and twenty-nine, and from all other Provisoes or Conditions, Power or Equity of Redemption whatsoever, nevertheless upon the Trusts and to and for the Intents and Purposes in the said Indenture now in recital limited concerning the same, and herein-after mentioned; (that is to say,) upon trust that they the said *Edward Gatacre* and *Joseph Tongue*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor,



vivor, should permit and suffer the said *John Hale* and his Assigns, during such Part and so much of the said Term of Five hundred Years as he should live, to receive and take the clear Rents and Profits of the said Premises and every Part thereof to and for his and their own Use, and from and after his Decease should permit and suffer the said *Polly Devey* and her Assigns, during such Part and so much of the said Term of Five hundred Years as she should live, to receive and take the clear Rents and Profits thereof and of every Part thereof to and for her and their own Use; and from and after the several Deceases of them the said *John Hale* and *Polly Devey*, and the Decease of the Survivor of them, in trust for the Executors and Assigns of the said *John Hale*, for and during the Rest and Residue which should be then to come and unexpired of and in the said Term of Five hundred Years: And whereas the Marriage between the said *John Hale* and *Polly Devey* was duly solemnized shortly after the Execution of the said recited Indenture of the Twenty-third Day of *September* One thousand seven hundred and ninety-four: And whereas there was Issue of the said Marriage only One Child, *Mary Hale*: And whereas on or about the Twelfth Day of *July* One thousand eight hundred and twenty-one the said *Mary Hale* intermarried with *Hugh Montgomery Campbell*: And whereas there was Issue of the said Marriage of the said *Hugh Montgomery Campbell* and *Mary* his Wife several Sons, of whom *Hugh John Montgomery Campbell* was the eldest, and *George Peter Montgomery Campbell* was the Fourth, and *Charles Montgomery Campbell* was the Fifth: And whereas the said *John Hale* duly made and published his last Will and Testament in Writing, bearing Date the Twenty-seventh Day of *June* One thousand eight hundred and four, and thereby, after devising all and singular his Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate whatsoever, not included in the Settlement made on his Marriage with his said Wife, to the Use of his the said Testator's Mother for Life, with Remainder to his said Wife for Life, with Remainder to his Daughter *Mary Hale* for Life, with Remainder to Trustees during her Life upon trust to preserve contingent Remainders, with Remainder to her First and other Sons successively in Tail, with Remainder to her Daughters as Tenants in Common in Tail, with cross Remainders, with Remainder to his own right Heirs, the said Testator gave and bequeathed all the Residue of his Personal Estate to his Wife the said *Polly Hale*, her Executors, Administrators, and Assigns, and the said Testator appointed his Wife the said *Polly Hale* Executrix of his said Will: And whereas the said *John Hale* died on the Twenty-third Day of *September* One thousand eight hundred and eight, without having revoked or in anywise altered his said Will, and the same was afterwards duly proved by the said *Polly Hale* in the Prerogative Court of the Archbishop of *Canterbury*, on the First Day of *April* One thousand eight hundred and nine: And whereas the said *Joseph Tongue* died on the Twenty-fourth Day of *March* One thousand eight hundred and twenty-one, leaving the said *Edward Gatacre* surviving: And whereas those Parts of the Hereditaments comprised in the said Term of Five hundred Years which were so comprised in the said Indenture of the Twenty-third Day of *September* One thousand seven hundred and ninety-four are herein-

Will of John  
Hale, dated  
27th June  
1804.



Will of Polly  
Hale, dated  
2d January  
1846.

herein-after referred to as the settled Leasehold Estate: And whereas the said *Polly Hale* was at the Time of her Decease, herein-after mentioned, seised or well entitled for an Estate of Inheritance in Fee Simple in possession of or to divers Pieces of Land and Hereditaments in the Parish of *Alveley* aforesaid, being the Pieces of Land and Hereditaments mentioned and described in the Schedule to this Act: And whereas the said *Polly Hale* duly made and signed her last Will and Testament in Writing, bearing Date the Second Day of *January* One thousand eight hundred and forty-six, and thereby, after devising all Estates vested in her upon trust or by way of Mortgage, the said Testatrix gave and devised unto *William Herrick* and *Edward Lloyd Gatacre* all her Freehold Messuage, Lands, Tenements, and Hereditaments situate in the Parish of *Alveley* in the said County of *Salop*, and all other her Real Estate whatsoever and where-soever, whether Freehold or Copyhold, which she then was or at the Time of her Death should be seised of or in any Manner beneficially entitled to or interested in, either in possession, reversion, remainder, or expectancy, and whether at Law or in Equity, or over which she then had or at the Time of her Death might have any disposing Power, with their several Rights, Members, and Appurtenances, to hold the same unto and to the Use of the said *William Herrick* and *Edward Lloyd Gatacre*, their Heirs and Assigns for ever, upon and for the Trusts, Intents, and Purposes following; (that is to say,) in trust for the said Testatrix's Grandson the said *Hugh John Montgomery Campbell* and his Assigns during his Life, without Impeachment of Waste, with Remainder in trust for the First and every other Son of the Body of the said *Hugh John Montgomery Campbell*, severally, successively, and in remainder one after another, in Order and Course as such Sons should respectively be in Priority of Birth, and the Heirs of the Body and respective Bodies of such Son and Sons issuing, every elder of such Sons, and the Heirs of his and their Body and respective Bodies issuing, being always to take before and to be preferred to every younger of such Sons and the Heirs of his and their Body and respective Bodies issuing; and for Want of such Issue in trust for all and every the Daughter and Daughters of the said *Hugh John Montgomery Campbell*, equally to be divided between them, if more than One, as Tenants in Common, and the Heirs of their respective Bodies issuing; and in case there should be a Want of Issue of the Body or respective Bodies of any such Daughter or Daughters, then, as to the Part or Parts, Share or Shares, as well original as by Survivorship or Accruer, of such of them whose Issue should so fail, in trust for the others or other of such Daughters, equally to be divided between them, if more than One, as Tenants in Common, and the Heirs of their respective Bodies issuing; and in case there should be a Want of Issue of the Bodies of all such Daughters save One, or if there should be but One such Daughter, then in trust for such remaining or only Daughter, and the Heirs of her Body issuing; and for Want of such Issue in trust for the said Testatrix's Grandson the said *George Peter Montgomery Campbell* and his Assigns during his Life, without Impeachment of Waste; and immediately from and after his Decease, in trust for the Issue of the said *George Peter Montgomery Campbell*, and to go in the same Manner as was therein-before directed as to the Issue of the



said *Hugh John Montgomery Campbell* in case he should have Issue; and in default of such Issue of the said *George Peter Montgomery Campbell*, in trust for the said Testatrix's Grandson the said *Charles Montgomery Campbell* and his Assigns during his Life, without Impeachment of Waste; and immediately from and after his Decease in trust for the Issue of the said *Charles Montgomery Campbell*, and to go in the same Manner as was therein-before directed as to the Issue of the said *Hugh John Montgomery Campbell* in case he should leave Issue; and in default of Issue of the said *Charles Montgomery Campbell*, in trust for the said Testatrix's own right Heirs for ever; and the said Testatrix thereby gave and bequeathed all her Leasehold Messuage, Farm, and Lands called "*The Fillyloads*," situate in the Parish of *Alveley* aforesaid, then or late in the Occupation of

*Edwards* Widow, or her Under-tenants, and which the said Testatrix was entitled to for the Residue of the said Term of Five hundred Years, and all other her Leasehold Estates whatsoever and wheresoever, unto the said *William Herrick* and *Edward Lloyd Gatacre*, their Executors, Administrators, and Assigns, for all the Residue of the said Term of Five hundred Years, and for all such other Terms and Interests as she should have at her Death therein, or in such other Leasehold Premises or any of them, upon trust for the Person and Persons who for the Time being should under or by virtue of her said Will be beneficially entitled to the Possession or Receipt of the Rents and Profits of the Freehold Hereditaments therein-before given and devised, and for, with, under, and subject to the same Intents, Purposes, Powers, and Provisoos as were therein declared and contained thereof, or as near thereto as the different Tenures and legal Qualities of the same several Premises would admit, and so that the Freehold and Leasehold Premises therein comprised might be held and enjoyed together, so far as the Rules of Law and Equity would permit, for which Purpose it was her Will that the said Leasehold Premises should not vest absolutely, or for the Purposes of Transmission, but only defeasibly, in any Person or Persons entitled under that her Will to be Tenant or Tenants in Tail of the said Freehold Messuages, Lands, and Hereditaments, unless and until such Person or Persons should attain the Age of Twenty-one Years, or, dying under that Age, should have lawful Issue of his or their Body or respective Bodies; and the said Testatrix thereby appointed the said *William Herrick* and *Edward Lloyd Gatacre* Executors of her said Will: And whereas the said Testatrix afterwards duly made a Codicil to her said Will, also bearing Date the Second Day of *January* One thousand eight hundred and forty-six, but which did not in any Manner affect the Devise and Bequest of her Freehold and Leasehold Estates respectively contained in her said Will, as herein-before is mentioned, or the Appointment of the said *William Herrick* and *Edward Lloyd Gatacre* to be her Executors: And whereas the said Testatrix died on or about the Twentieth Day of *December* One thousand eight hundred and forty-six, leaving the said *Hugh John Montgomery Campbell* her Heir at Law, and without having revoked or in anywise altered her said Will, except so far as the same was revoked or altered by the said Codicil thereto, and without having revoked or altered her said Codicil; and the said Will and Codicil were afterwards proved by the said *William Herrick*

Codicil to  
Will of Polly  
Hale, dated  
2d January  
1846.

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and



and *Edward Lloyd Gatacre* in the Prerogative Court of *Canterbury*, on the Seventh Day of *May* One thousand eight hundred and forty-seven: And whereas the said *William Herrick* and *Edward Lloyd Gatacre* have assented to the Bequest of Leasehold Estates contained in the said Will of the said *Polly Hale*: And whereas the said *Hugh John Montgomery Campbell* claims to be seised in Fee Simple of a certain Mansion House, and of divers Farms, Lands, and Hereditaments, forming an Estate called "*The Hollies*," situate in the Parish of *Enville* in the County of *Stafford* and in the Parish or *Alveley* in the County of *Salop*: And whereas the said Freehold and Leasehold Parcels of Land and Hereditaments of which the said *Hugh John Montgomery Campbell* is Tenant for Life under the said Will of the said *Polly Hale*, as herein-before is mentioned, are adjoining to and intermixed with the Farms, Lands, and Hereditaments of which the said *Hugh John Montgomery Campbell* claims to be so seised in Fee Simple as aforesaid, so as to make it highly convenient and desirable that the same Hereditaments respectively should be held and enjoyed together as One Estate: And whereas *John Wildman*, the Guardian of the Right Honourable *George Harry* Earl of *Stamford and Warrington*, an Infant under the Age of Twenty-one Years, proposed and offered, on behalf of the said Earl, to become the Purchaser of the whole of the said Freehold and Leasehold Hereditaments of which the said *Hugh John Montgomery Campbell* claims to be so seised in Fee Simple and is such Tenant for Life as aforesaid, including the Timber thereon, subject to Land Tax, at or for the Price or Sum of Thirty-seven thousand five hundred Pounds, if an Act of Parliament could be obtained authorizing a Sale of the said settled Leasehold Estate and Lands, and the Hereditaments comprised in the Schedule to this Act: And whereas the whole of the said Lands and Hereditaments so proposed to be purchased as aforesaid have been surveyed by a competent Person appointed for that Purpose by the said *William Herrick*, *Edward Lloyd Gatacre*, and *Hugh John Montgomery Campbell*, with a view to the proper Apportionment of the said Purchase Money of Thirty-seven thousand five hundred Pounds between the Lands of which the said *Hugh John Montgomery Campbell* claims to be so seised in Fee Simple as aforesaid and the Lands of which he is such Tenant for Life as aforesaid: And whereas the Person appointed to make such Survey and Apportionment as aforesaid hath estimated the Part or Share of the said Purchase Money or Sum of Thirty-seven thousand five hundred Pounds to be appropriated in respect of such of the said Lands and Hereditaments so proposed to be purchased as aforesaid as the said *Hugh John Montgomery Campbell* claims to be seised of in Fee Simple as aforesaid, and in respect of the Timber upon the said last-mentioned Lands, at the Sum of Thirty-two thousand five hundred Pounds, and the Part or Share of the same Purchase Money to be appropriated in respect of such of the same Lands so proposed to be purchased as the said *Hugh John Montgomery Campbell* is entitled to as Tenant for Life, together with the Timber on the said last-mentioned Lands, at the Sum of Five thousand Pounds, and such Person hath also estimated the Part or Share of the said Sum of Five thousand Pounds to be appropriated in respect of such of the said Lands of which the said *Hugh John Montgomery Campbell*



*Campbell* is so Tenant for Life as are of Leasehold Tenure at the Sum of Three thousand eight hundred and eighty-six Pounds, and the Part or Share thereof to be appropriated in respect of such of the same Lands as are of Freehold Tenure at the Sum of One thousand one hundred and fourteen Pounds, the Timber on such Lands respectively being duly taken into consideration in that Behalf: And whereas the said Sum of Five thousand Pounds is equal to the full Value of the said Freehold and Leasehold Hereditaments of which the said *Hugh John Montgomery Campbell* is such Tenant for Life as aforesaid, and is considerably more than could reasonably be expected to be obtained for the same Hereditaments if they were offered for Sale separately and apart from the said Lands of which the said *Hugh John Montgomery Campbell* claims to be seised in Fee Simple as aforesaid, and it would be highly advantageous for all Parties interested in the said Freehold and Leasehold Hereditaments that the said Agreement for Sale should be carried into effect: And whereas by an Agreement bearing Date the Fourteenth Day of *April* One thousand eight hundred and forty-seven, provisionally entered into between the said *Hugh John Montgomery Campbell* of the one Part, and the said *George Harry Earl of Stamford and Warrington*, and the said *John Wildman* in his Character of Guardian of the said *George Harry Earl of Stamford and Warrington*, of the other Part, the said *Hugh John Montgomery Campbell* agreed to sell, and the said *John Wildman*, as such Guardian of the said *George Harry Earl of Stamford and Warrington* as aforesaid, and at the Request of the said Earl, (testified by his signing the said Agreement now in recital,) agreed to purchase, subject to Confirmation by the said Earl after attaining his Age of Twenty-one Years, as therein-after mentioned, the Mansion House, Farms, Lands, and Estate called "*The Hollies*," situate in the several Parishes of *Enville* and *Atweley* in the several Counties of *Stafford* and *Salop*, mentioned or comprised in the Schedule thereunder written or thereunto annexed, with the Appurtenances, at or for the Sum of Thirty-seven thousand five hundred Pounds, including the Timber thereon, and subject to Land Tax, Heriots, and Chief Rents (if any), and under and subject to the following Terms and Conditions; (that is to say,) the said Earl to be allowed till the Seventh Day of *April* One thousand eight hundred and forty-eight to accept or repudiate the said provisional Contract, and in the event of his not accepting or confirming the same on or before that Time the same to be void, and that in that Case Five hundred Pounds should be paid by the said Earl to the said *Hugh John Montgomery Campbell* as a Forfeiture agreed upon and in satisfaction of all Damages; if the Contract should be accepted and confirmed by the said Earl as above mentioned, the same to be ratified by him in Writing on or before the said Seventh Day of *April* One thousand eight hundred and forty-eight; in case the said Earl ratifying the said Contract, the Vendor to deduce a marketable Title to the Estate as Freehold of Inheritance, except as to the Farm called in the Schedule thereto "*Fillyloads*," containing about One hundred and twenty-eight Acres, and which is Leasehold for an unexpired Term of Five hundred Years or thereabouts (and which said last-mentioned Lands are the Lands herein referred to as the settled Leasehold Estate), at a nominal Rent, a good Leasehold Title to which

Agreement,  
dated  
14th April  
1847, for Pur-  
chase of the  
Estates.



Confirmation  
of Agree-  
ment, dated  
14th March  
1848.

which was to be shown, Abstracts of Title to be furnished, by and at the Expense of the Vendor, on or before the Seventh Day of *May* One thousand eight hundred and forty-eight, complete, except it being understood that an Act of Parliament must be obtained to enable the Vendor to complete the Title to the said Leasehold Lands, and to about Forty Acres of Freehold called in the said Schedule "*Late Whitmores*" and "*Late Boycotts*" (which said last-mentioned Lands are the Lands mentioned and comprised in the Schedule to this Act), and that sufficient Time should be allowed to the Vendor for obtaining the same; the Purchase to be completed on the Twenty-ninth Day of *September* One thousand eight hundred and forty-eight, provided the Title to all of the above Lands should have been satisfactorily deduced; the Purchase Money to be paid as follows; namely, on the Execution of the Conveyance Six thousand Pounds, the Residue to remain on Mortgage of the Estate for a Term of Seven Years from the said Twenty-ninth Day of *September* One thousand eight hundred and forty-eight, at Interest at the Rate of Three Pounds and Ten Shillings *per Centum*, reserving a Right to the said *Hugh John Montgomery Campbell* to call up Ten thousand Pounds, Part thereof, at any Time after the Twenty-ninth Day of *September* One thousand eight hundred and forty-nine, on giving Six Calendar Months Notice for that Purpose; the Purchaser to be let into actual Possession or Receipt of the Rents and Profits of the whole Estate from the Twenty-ninth Day of *September* One thousand eight hundred and forty-eight, all Outgoings up to that Time being cleared by the Vendor; in the meantime no Letting, except as yearly Tenancies, to be made of any Part of the Estate, and all such Lettings to be upon usual and proper Terms, under written Agreements; and it was understood that the Purchaser's Agent should be consulted, in any fresh Letting, as to the Terms of the Agreement: And whereas the said *George Harry* Earl of *Stamford and Warrington* hath since the Execution of the said provisional Agreement attained his Age of Twenty-one Years, and he hath accordingly confirmed the said Agreement, by Writing under his Hand bearing Date the Fourteenth Day of *March* One thousand eight hundred and forty-eight: And whereas the said *Hugh John Montgomery Campbell* hath attained his Age of Twenty-one Years; but the said *George Peter Montgomery Campbell* and *Charles Montgomery Campbell* are respectively Infants under that Age: And whereas the Reverend *Archibald Montgomery Campbell* Clerk hath been appointed by the High Court of Chancery the Guardian of each of his infant Nephews the said *George Peter Montgomery Campbell* and *Charles Montgomery Campbell*: And whereas the Title to the said settled Leasehold Estate and to the Hereditaments comprised in the Schedule to this Act has been approved of and accepted on behalf of the said *George Harry* Earl of *Stamford and Warrington*, subject to the obtaining of such Act of Parliament as aforesaid: And whereas, under the Circumstances herein-before appearing, it is expedient that the herein-before recited Contract with the said *George Harry* Earl of *Stamford and Warrington* should be carried into effect, and that for that Purpose the said *William Herrick* and *Edward Lloyd Gatacre* should be authorized to convey and assign the said settled Leasehold Estate, and the Hereditaments comprised in the said Schedule to this Act,



Act, and that they should be authorized to accept the Sum of Five thousand Pounds as the apportioned Part of the said entire Purchase Money in respect of the said settled Leasehold Estate and the Hereditaments comprised in the said Schedule to this Act, and that such Sum should be laid out, in manner herein-after mentioned, in the Purchase of Estates, to be settled to such Uses and in such and the same Manner as the said purchased Hereditaments respectively now stand limited and settled under or by virtue of the said Will of the said *Polly Hale* the Testatrix: And whereas the several Objects aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Herrick, Edward Lloyd Gatacre, Hugh John Montgomery Campbell*, and the said *Archibald Montgomery Campbell*, for and on behalf of the said *George Peter Montgomery Campbell* and *Charles Montgomery Campbell*, do must humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That upon Payment by the said *George Harry Earl of Stamford and Warrington*, his Executors or Administrators, into the Bank, of the Sum of Five thousand Pounds, as herein-after expressed, the said *William Herrick* and *Edward Lloyd Gatacre*, or the Survivor of them, or the Heirs, Executors, or Administrators respectively of such Survivor, may and shall, upon the Request of the said *George Harry Earl of Stamford and Warrington*, his Heirs, Executors, Administrators, or Assigns respectively, and in consideration of such Part of the said Sum of Five thousand Pounds as hath been apportioned for the Purchase Money of the said Freehold Hereditaments, grant and convey, by Deed duly stamped, in which the full Consideration shall be set forth, the said Freehold Hereditaments, for an Estate of Inheritance in Fee Simple absolute, unto and to the Use of the said *George Harry Earl of Stamford and Warrington*, his Heirs or Assigns, or to such Uses and in such Manner as he or they shall direct, and, in consideration of such Part of the said Sum of Five thousand Pounds as hath been apportioned for the Purchase Money of the said settled Leasehold Estate, assign and assure, by Deed duly stamped, in which the full Consideration shall be set forth, the said settled Leasehold Estate, for the Residue of the said Term of Five hundred Years therein, unto the said *George Harry Earl of Stamford and Warrington*, his Executors, Administrators, or Assigns, or in such Manner as he or they shall direct; and after the Execution of such Deeds of Conveyance and Assignment respectively the same Freehold and Leasehold Premises respectively shall be freed and absolutely discharged of and from all Estates, Rights, Titles, Interests, Claims, and Demands whatsoever of all and every Persons and Person claiming or to claim under or by virtue of the said Will of the said *Polly Hale* deceased: Provided always, that anything herein contained shall not render it obligatory upon the said *George Harry Earl of Stamford and Warrington*, his Heirs, Executors, or Administrators, to pay the said Sum of Five thousand Pounds in manner aforesaid, or to become the Purchaser of the same Freehold and Leasehold Premises, or any of them, unless the said Agreement of the Fourteenth Day of *April* One thousand eight hundred and

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On Payment of Purchase Money, Estates vested in Trustees, to convey the same to the Earl of Stamford and Warrington.



forty-seven shall be carried into effect, so far as relates to the Purchase of all the Hereditaments to which the same Agreement relates.

Purchase  
Money to be  
paid into the  
Bank.

II. And be it enacted, That in case the said Sum of Five thousand Pounds shall be paid as such Purchase Money by the said *George Harry Earl of Stamford and Warrington*, his Executors or Administrators, the same shall be paid by him or them 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, as to the Sum of One thousand one hundred and fourteen Pounds, Part thereof, to his Account there "*Ex parte* the Purchaser of the Freehold Parts of the Estate settled by the Will of *Polly Hale* deceased" (herein-after referred to as the Freehold Account), and as to the Sum of Three thousand eight hundred and eighty-six Pounds, Residue thereof, to his Account there "*Ex parte* the Purchaser of the Leasehold Parts of the Estate settled by the Will of *Polly Hale* deceased" (herein-after referred to as the Leasehold Account), pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of such Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Certificate  
and Receipt  
for Purchase  
Money.

III. And be it enacted, That the Certificate or Certificates of such Accountant of the Payment into the Bank of the said Sum of Five thousand Pounds or any Part thereof, with the Receipt or Receipts of One of the Cashiers of the Bank, to be thereunto annexed and therewith filed in the Register Office of such Court, shall be a good and effectual Discharge or good and effectual Discharges for the said Sum of Five thousand Pounds, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be so paid; and the said *George Harry Earl of Stamford and Warrington*, his Executors or Administrators, paying such Money and taking such Certificates and Receipts respectively, and his or their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof.

Application  
of Purchase  
Money.

IV. And be it enacted, That the Monies which shall be so paid into the Bank, or a competent Portion thereof, shall and may from Time to Time, upon Petition to be preferred to such Court in a summary Way by the said *Hugh John Montgomery Campbell*, or by the Person or Persons who would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the respective Hereditaments to be purchased as herein-after directed, in case the same had been purchased, and who for the Time being shall have attained the Age of Twenty-one Years, and the Guardian or Guardians of so many of such Person or Persons as for the Time being shall be under the Age of Twenty-one Years, be laid out and invested, under the Order and Direction of such Court, in the Purchase of Manors, Messuages, Lands, or Hereditaments, in *England* or *Wales*, for an Estate or Estates of Inheritance in Fee Simple, or of



Tenements of a Leasehold or Copyhold or Customary Tenure convenient to be held therewith, such Leasehold Tenements so to be purchased to be held for a Term or Terms of Years absolute of which respectively not less than Five hundred Years shall be unexpired at the Time of such respective Purchases; and all the Freehold and Copyhold Messuages, Lands, and Hereditaments so to be purchased shall be settled and assured to such Uses, upon such Trusts, and in such Manner as the said Freehold Hereditaments in the Schedule to this Act stood limited under or by virtue of the said Will of the said *Polly Hale* the Testatrix, immediately before the passing of this Act, or as near thereto as the Tenure and Quality of the Premises, and the Rules of Law and Equity, and intervening Circumstances, will admit; and all Leasehold Messuages, Lands, and Hereditaments so to be purchased shall be settled and assured upon such Trusts and in such Manner as the said settled Leasehold Estate stood limited, under or by virtue of the said Will of the said *Polly Hale* the Testatrix, immediately before the passing of this Act, or as near thereto as Circumstances will admit: Provided always, that any Part of the Monies paid to such Freehold Account shall not be invested in the Purchase of any Leasehold Tenement; provided also, that in case the Monies paid to such Leasehold Account, or any Part thereof, shall be invested in the Purchase of any Freehold or Copyhold Hereditaments, then, for the Purposes of this Act, the Freehold or Copyhold Hereditaments purchased therewith shall be deemed to be of the Nature of Personal Estate, and to be settled and assured upon such Trusts and in such Manner as the said settled Leasehold Estate stood limited, under or by virtue of the said Will of the said *Polly Hale*, immediately before the passing of this Act, or as near thereto as the Tenure and Quality of the Premises, and the Rules of Law and Equity, and intervening Circumstances, will admit, and shall devolve and be held and enjoyed accordingly.

V. And be it enacted, That the Monies which shall be so paid into the Bank shall, in the meantime and until the same shall be invested in such Purchases, or otherwise applied, under the Direction of such Court, from Time to Time be laid out in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of such Accountant General in the Purchase of other Exchequer Bills: Provided always, that such Court may make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of such 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 in that event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off; provided also, that all such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of such Accountant General, and shall there remain until proper Purchases be found and approved

Interim Investment of Purchase Money.

as



as herein-before directed, and until the same shall, upon Petition setting forth such Application, to be preferred to such Court in a summary Way by the said *Hugh John Montgomery Campbell*, or such other Person or Persons as aforesaid, be ordered to be sold by such Accountant General for completing such Purchases in such Manner as such Court shall think just and direct; provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out, then and in that Case only the Portion which shall remain after discharging the Expense of the Application to such Court shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Hereditaments hereby directed to be purchased in case the same had been purchased with such original Purchase Money, pursuant to this Act, or the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate; provided also, that separate and distinct Investments as aforesaid shall be made of the Monies paid to such Freehold Account, and the Interest thereof, and of the Monies paid to such Leasehold Account, and the Interest thereof.

Produce of Freehold Account to be deemed as of Real Estate, and Produce of Leasehold Account to be deemed Personal Estate.

VI. And be it enacted, That for the Purposes of this Act the Monies paid to such Freehold Account, and the Interest thereof, and the Exchequer Bills purchased therewith, and the Monies received for the same when paid off, shall, until invested in the Purchase of Freehold Hereditaments as aforesaid, be deemed to be of the Nature of Real Estate, and to be settled and assured to such Uses, upon such Trusts, and in such Manner as the said Freehold Hereditaments in the Schedule to this Act stood limited, under or by virtue of the said Will of the said *Polly Hale*, immediately before the passing of this Act, or as near thereto as the Tenure and Quality of the Premises, and the Rules of Law and Equity, and intervening Circumstances, will admit, and shall devolve accordingly; and the Monies paid to such Leasehold Account, and the Interest thereof, and the Exchequer Bills purchased therewith, and the Monies received for the same when paid off, shall, until vested in the Purchase of Freehold Hereditaments or Leasehold Tenements as aforesaid, be deemed to be of the Nature of Personal Estate, and to be settled and assured upon such Trusts and in such Manner as the said settled Leasehold Estate stood limited, under or by virtue of the said Will of the said *Polly Hale*, immediately before the passing of this Act, or as near thereto as the Tenure and Quality of the Premises, and the Rules of Law and Equity, and intervening Circumstances, will admit, and shall devolve accordingly.

Proportion of Costs to be paid out of Purchase Money.

VII. And be it enacted, That a rateable Proportion of the Costs, Charges, and Expenses incurred by the said *Hugh John Montgomery Campbell* preparatory to and attending the Negotiations of the said Agreement for Sale, and carrying the same into effect, except the Costs of this Act, (such Proportion to be estimated according to the Proportions which the said Sum of Five thousand Pounds bears to the entire Purchase Money of Thirty-seven thousand five hundred Pounds,) and all the Costs, Charges, and Expenses of or attending or in anywise relating to such Purchases and Investments as are herein



herein-before directed to be made, shall be borne and paid by and out of the said Sum of Five thousand Pounds; and it shall be lawful for the said Court of Chancery from Time to Time, upon such Petition as aforesaid, to make such Order or Orders as the said Court shall think fit for taxing and settling and apportioning the Costs, Charges, and Expenses herein-before directed to be paid, and for taxing and settling and apportioning the Costs, Charges, and Expenses of or relating to the several Applications to the same Court in pursuance of this Act, or in otherwise carrying into execution the Trusts and Purposes of this Act, and also for Payment from Time to Time of all such Costs, Charges, and Expenses as aforesaid, out of the said Sum of Five thousand Pounds or any Part thereof.

VIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Hugh John Montgomery Campbell*, *George Peter Montgomery Campbell*, and *Charles Montgomery Campbell*, and their respective Children, now born or hereafter to be born, and the Heirs of the Bodies of such Children respectively, and the respective Heirs, Executors, and Administrators of all the Persons aforesaid, and all and every or any other Persons and Person to whom any Estate, Right, Title, or Interest in, to, or out of the said settled Leasehold Estate, and the Hereditaments comprised in the said Schedule to this Act, shall have been devised or limited, or shall have descended or devolved, or shall descend or devolve, under the said Will of the said *Polly Hale* the Testatrix, and their respective Heirs, Executors, and Administrators, and the right Heirs of the said Testatrix, in respect of any Estate in remainder after the Estates Tail limited by the said Will of the said *Polly Hale*,) all such Estate, Right, Title, and Interest of, in, to, out of, or upon the said settled Leasehold Estate, and the Hereditaments comprised in the said Schedule to this Act, as they or any of them had before the passing of this Act, or could or might have had and enjoyed or been entitled to if this Act had not been passed.

General  
Saving of  
Rights.

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

Act as  
printed by  
Queen's  
Printer to be  
Evidence.



## 11° &amp; 12° VICTORIÆ, Cap.4.

The SCHEDULE to which this Act refers.

*Freehold Hereditaments devised by Polly Hale's Will.*

		A.	R.	P.
Late Whitmore's Farm	- -	Martha Edwards	- -	21 0 0
Late Boycott's Farm	- -	Martha Edwards	- -	19 2 0
				40 2 0

*Rowland Price.*

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1848.