



ANNO UNDECIMO & DUODECIMO

# VICTORIÆ REGINÆ.

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## Cap. 7.

An Act to enable the Trustees of the Will of *Edward Jessop* the elder to sell the Estates devised by such Will, and to lay out the Money to arise therefrom in the Purchase of other Estates, under the Direction of the Court of Chancery. [14th August 1848.]

**W**HEREAS *Edward Jessop* the elder, late of *Dudley* in the County of *Worcester*, Gentleman, deceased, made and published his last Will and Testament in Writing, bearing Date on or about the Thirty-first Day of *August* One thousand eight hundred and twenty-one, and which was duly executed and attested as by Law was then required for passing Freehold Estates, whereby, after directing Payment of his Debts, Funeral and Testamentary Expenses, out of his Personal Estate, and bequeathing to his Wife *Mary Jessop* a Legacy of One hundred Pounds for Mourning, he gave, devised, and bequeathed all that his Messuage or Dwelling House situate in *King Street* in *Dudley* aforesaid wherein he lately resided, together with the Outbuildings, Garden, and Appurtenances thereto belonging, and also all the Household Goods and Furniture, Plate, Linen, Glass, China, Books (except Law Books, which he gave to his Son), Pictures, and Effects, which should be in or about the [Private.] *b b* Dwelling

Will of *Edward Jessop* the elder, dated 21st August 1821.

Dwelling House and Premises which he (the Testator) might occupy at the Time of his Decease, unto *James Coleman* of *Birmingham*, Portrait Painter, *Thomas Bower* of the same Place, Thread Manufacturer, and *Joseph Hollington* of *Dudley* aforesaid, Grocer, their Heirs, Executors, and Administrators, upon trust to permit and suffer the Testator's Wife *Mary Jessop* to have the Occupation, Use, and Enjoyment thereof respectively for her personal Residence and Accommodation Rent-free during her Life, if she should so long continue unmarried, she paying all Taxes, Rates, Assessments, and Impositions for the Time being payable in respect of the said Messuage and Hereditaments; and from and after the Decease or Second Marriage of his said Wife, then as to the said Messuage or Dwelling House, Outbuildings, Garden, and Appurtenances, upon the Trusts therein-after declared and herein-after mentioned as to the Residue of his the Testator's Real Estate therein-after devised, and as to the said Household Goods and Furniture, Plate, Linen, Glass, China, Books, Pictures, and Effects, unto his Son *Edward Jessop* absolutely; and the said Testator gave and devised all his Real Estate whatsoever and wheresoever, and of what Nature or Kind soever the same might be, whether in possession, reversion, remainder, or expectancy, (subject as to the Messuage or Dwelling House wherein he lately resided as therein and herein-before mentioned,) and he bequeathed the Residue of all his Personal Estate, whatsoever and wheresoever, and of what Nature or Kind soever the same might be, unto the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, their Heirs, Executors, Administrators, and Assigns respectively, upon trust as to his Personal Estate to collect, get in, receive, and convert the same, or so much and such Parts thereof as should not consist of Money or Securities for Money at his Decease, into Money, and to put and place out the Money so to be produced and recovered upon Real Securities at Interest in their Names or in the Name of the Survivors or Survivor of them, his Executors, Administrators, or Assigns, and to continue at Interest such of his said Personal Estate as should consist of Securities for Money, and to vary and transfer such Securities, as also all the Securities in or upon which the Testator's Monies might be placed out at his Decease, from Time to Time, when and as often as they or he should think proper, for others of the like Nature; and the said Testator directed that the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should stand seised of his said Real Estate (subject as aforesaid), and should stand possessed of the said Personal Estate and Securities, upon the Trusts following; (that is to say,) upon trust to receive the Rents, Issues, and Profits, and the Interest and Proceeds thereof respectively, from Time to Time as the same should become due and payable, and to pay, apply, and dispose of the same in manner following, (that is to say,) upon trust to pay thereout an annual Sum of One hundred and fifty Pounds of lawful Money of *Great Britain* unto his (the Testator's) said Wife *Mary Jessop* or her Assigns during the Term of her natural Life, if she should so long continue unmarried, but not otherwise, and also an annual Sum of Three hundred Pounds of like lawful Money unto his (the Testator's) said Son *Edward Jessop* during the Term of his natural

natural Life, and he directed that the said Two annual Sums should be paid quarterly on the Days therein mentioned, without any Deduction or Abatement whatsoever, with a proportionable Part of the quarterly Payment which should be accruing at the Time of the Decease or Second Marriage of his said Wife and at the Time of the Decease of his said Son; and the said Testator's Will was, that the said Annuity to his said Son *Edward Jessop* should be paid into his proper Hands as the same should become due, and that his Receipts alone should be good Discharges for the same, and that in case his said Son should grant, sell, transfer, assign, alien, incumber, or in any Manner dispose of the said Annuity or any Part thereof, the same Annuity should thenceforth immediately cease and be void to all Intents and Purposes, in such Manner as if the same had not been mentioned in his Will, or as if his said Son had been dead; and the said Testator directed that after the Decease or Second Marriage of his said Wife the said annual Sum of One hundred and fifty Pounds, and that after the Decease of his said Son *Edward Jessop* the said annual Sum of Three hundred Pounds, should be thenceforth respectively applied in the same Manner and upon the same Trusts as the Surplus of the Rents, Issues, and Profits, Interest and Proceeds of his (the Testator's) said Real and Personal Estate, was therein-after directed to be applied; and upon further Trust that they the said *James Coleman, Thomas Bower, and Joseph Hollington*, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, by and out of the Residue or Surplus of the Rents and Profits, Interest and Proceeds of the said Testator's said Real and Personal Estates, pay, allow, or apply such Sum or Sums of Money, yearly and every Year, not exceeding the Sum of Two hundred Pounds in any One Year, as they or he in their or his Discretion should think proper and necessary, for the Maintenance, Education, Benefit, and Advantage of his Grand-daughter *Sarah Maria Jessop*, until she should attain the Age of Twenty-one Years; and when and so soon as she should attain that Age, then as, to, for, and concerning the Principal Sum of Eight thousand Pounds, Part of the said Trust Monies, or the Securities in or upon which so much of the said Trust Monies should be invested, upon further Trust and Confidence, that they the said *James Coleman, Thomas Bower, and Joseph Hollington*, and the Survivors and Survivor of them, his Executors, Administrators, or Assigns, should pay and dispose of the Interest and Proceeds to arise and be made thereof from Time to Time when and as the same should be received into the proper Hands of his said Grand-daughter, or permit or suffer her only to receive the same, for the Term of her natural Life, for her own sole and separate Use and Benefit, in manner therein mentioned; and from and after her Decease then upon trust to pay and transfer the said Principal Sum of Eight thousand Pounds, and the Interest (if any) that might be then due thereon, and the Securities whereon the same might be then invested or placed out, unto, amongst, and between the Child or Children or Issue of his (the Testator's) said Grand-daughter *Sarah Maria Jessop*, as therein mentioned; but in case his said Grand-daughter should die without leaving any such Child or Children, Grandchild or Grandchildren, living at her Death, then the Testator directed that the said Sum of Eight thousand

thousand Pounds, and the Securities upon which the same should then be invested, and the Interest (if any) then due thereon, should fall into and form a Part of the Residue of his Personal Estate, and be applied in the same Manner and upon the same Trusts as therein-after directed concerning such Residue; and as to all the Rest, Residue, and Remainder of his (the Testator's) Real and Personal Estate, Trust Monies, and Securities (subject to the Trusts and Directions aforesaid), upon further Trust that they the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should pay, apply, and dispose of the Rents and Profits, Interest and annual Proceeds thereof, not otherwise applied or disposed of by his said Will, from Time to Time when and as the same should be received, in such Way and Manner as they should think most fit and proper, during the natural Life of his said Son, for the Maintenance, Education, Benefit, and Advantage of all and every the lawful Child and Children of his said Son (other than and except the said *Sarah Maria Jessop*), and of the lawful Issue of such Child or Children as should depart this Life in the Lifetime of his said Son leaving lawful Issue then living; and from and immediately after the Decease of his said Son, then upon further Trust that they the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should stand seised, possessed of, and interested in such Residue of his (the Testator's) said Real and Personal Estate, Trust Money, and Securities, subject nevertheless to the Trusts and Directions therein contained, upon the Trusts following, (that is to say,) upon trust for all and every the Child and Children of his (the Testator's) said Son *Edward Jessop* (other than and except the said *Sarah Maria Jessop*) lawfully begotten or to be begotten, and then or thereafter to be born, and whether by his then present or by any future Wife, and who should be living at the Time of his Decease, or born in due Time after, and also for the lawful Issue who should be living at the Time of the Decease of his said Son, or born in due Time after, of such Child or Children of his said Son (except of the said *Sarah Maria Jessop*) as should happen to depart this Life in his Lifetime leaving lawful Issue then living or born in due Time after, and for the Heirs, Executors, Administrators, and Assigns respectively of such Child, Children, and Issue respectively, the Issue of each such Child of his said Son as should die in his Lifetime leaving Issue as aforesaid being intended to take by Substitution the Share which each such Child would have been entitled to in case such Child had survived the Testator's said Son, and so that such surviving Child and Children and the Issue of a deceased Child or Children respectively, and their respective Heirs, Executors, and Administrators, respectively might take in equal Shares as Tenants in Common, such Issue taking *per Stirpes* and not *per Capita*, and so that the Issue of each deceased Child might as between themselves (if more than One) take the Share of such deceased Child in equal Shares as Tenants in Common; and the said Testator thereby directed his said Trustees to convey, assign, and dispose of his said Trust Estates accordingly; and in case it should happen that there should not be any Child of his said Son, or any Issue of any Child of his said Son, who

who should be living at the Time of the Decease of his said Son, or born in due Time after, then and in such Case the said Testator declared and directed that all his said Real Estate (subject as aforesaid) should after the Decease of his said Son be in trust for such Person or Persons as should be his (the Testator's) Heir at Law at the Time of the Decease of his said Son, and that all his (the Testator's) said Personal Estate, and the Money so to be placed out as aforesaid (subject also as aforesaid), should be in trust for such Person or Persons of his Blood and Kindred as should be living at the Time of the Decease of his said Son, according to the Provisions of the Statute for the Distribution of Intestates Estates; and the said Testator in and by his said Will further declared, that his said Trustees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should and might, if they should think fit, in the Lifetime of his said Son, pay and advance out of the said Trust Monies, but without Prejudice to the Annuities and Provisions therein-before made, any Part of the expectant or presumptive Share or Shares of the said Children of his said Son (other than the said *Sarah Maria*), or any of them, unto him, her, or them, or to any other Person or Persons, for his, her, or their Preferment in Life or Advancement in the World, in such Manner as the said Trustees or Trustee should deem advisable, although the Portion or Portions of such Child or Children should not then have become payable, but not exceeding a Third of the Amount of his or her presumptive or expectant Share or Interest under that his Will; and the said Testator by his said Will directed, that, notwithstanding any Trust or Direction therein-before contained, his said Trustees, and the Survivors and Survivor of them, his Heirs, Executors, and Administrators, should from Time to Time during the Life of his said Son, by and out of the Rents and Profits of his said Real Estate, keep all the Messuages or Dwelling Houses and the Outbuildings and Appurtenances, and especially his Dwelling House in *King Street*, in good and tenantable Repair; and he declared and directed that if his said Trustees or either of them, or any Trustees or Trustee to be appointed in their or either of their Place, should die, or refuse or become incapable to act in the Trusts of his said Will, then and as often as such Case should happen a new Trustee or Trustees might be appointed by the Trustees or Trustee so refusing or becoming incapable to act, or the Heirs, Executors, or Administrators of such of them as should so die, and thereupon the Estates, Monies, and Premises then vested in such Trustees or Trustee should be conveyed, assigned, and transferred so as to be vested in the continuing or surviving Trustee and such new Trustee or Trustees, upon the same Trusts and with the same Powers as are therein-before mentioned, declared, and created concerning the same respectively, or such of them as should be then subsisting and capable of taking effect or being performed, and so from Time to Time as often as that Case should happen; and the said Testator appointed his said Wife *Mary Jessop* and *Benjamin Leadbetter* of *Dudley* aforesaid Executrix and Executor of his said Will: And whereas the said *Edward Jessop* the Testator departed this Life on the Twenty-ninth Day of *January* One thousand eight hundred and twenty-two, without revoking or varying his said Will, which on or about the Eleventh Day of *March*

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Suit instituted in Chancery for taking an Account, and Decree thereon, dated 16th March 1830.

Master's Report, dated 23d November 1833.

in the same Year was duly proved by the said Executrix and Executor thereof in the Prerogative Court of *Canterbury*: And whereas the said *Thomas Bower* never acted under but disclaimed and renounced the Trusts of the said Will, and *John Robinson* of *Dudley* aforesaid Gentleman was appointed a Trustee in his Stead, as herein-after mentioned: And whereas the said *Joseph Hollington* departed this Life on or about the Fourth Day of *April* One thousand eight hundred and twenty-eight, leaving the said *James Coleman* and *John Robinson* his Co-trustees him surviving, having by his Will bearing Date on or about the First Day of *February* in the same Year appointed *Thomas Williams* of *Portway* in the Parish of *Rowley Regis* in the County of *Stafford*, Iron Master, *John Williams*, the Testator's Son in Law, and *Susan Hollington* of *Oldswinford* in the County of *Worcester*, Spinster, Executors thereof, who duly proved the same Will in the Prerogative Court of *Canterbury* on or about the Twenty-fifth Day of *November* One thousand eight hundred and twenty-eight: And whereas shortly after the Decease of the said *Joseph Hollington* a Suit was instituted in the High Court of Chancery by the said *James Coleman* and *John Robinson* (the then surviving Trustees under the said Will), against the said *Mary Jessop*, the Widow of the said Testator, the said *Edward Jessop* the Son, and the said *Sarah Maria Jessop*, and *Benjamin Leadbetter*, and also against *Edward Henry Jessop*, *Amelia Jessop*, and *Mary Ann Jessop* (Infants, by the said *Edward Jessop*, their Father and Guardian), praying that an Account might be taken of the Estate of the said Testator, and of his Debts, Funeral and Testamentary Expenses and Legacies, and for the due Execution of the Trusts of his said Will; and by the Decree made on the hearing of the said Cause, dated the Sixteenth Day of *March* One thousand eight hundred and thirty, it was declared that the Will of the said *Edward Jessop* the Testator was well proved, and that the same ought to be established, and the Trusts thereof performed and carried into execution; and it was referred to the Master in rotation to inquire and state to the Court of what Real Estate the Testator died seised or possessed, and what Part of such Real Estate was devised by his Will, and also to take the usual Accounts of the Real and Personal Estate of the said Testator, and of the Rents and Profits thereof, and the Application of the same, and also of his Debts, and Funeral and Testamentary Expenses, and the Legacies and Annuities given by his Will; and it was ordered that the said Master should inquire and state to the Court the Age of the Defendant *Sarah Maria Jessop*, and also what Child or Children of the Defendant *Edward Jessop* were living at the Death of the said Testator, and what Child or Children of the said *Edward Jessop* were then living, and the Age or Ages of such Child or Children respectively, and whether he ever had any other, and what other Issue, and who had since died, and who was or were the legal personal Representative or Representatives of such Issue: And whereas *Francis Cross* Esquire, the Master to whom the said Cause stood referred, by his Report, bearing Date the Twenty-third Day of *November* One thousand eight hundred and Thirty-three, certified that he had been attended by the respective Solicitors for the Plaintiffs and Defendants, and in their Presence had proceeded on the said Reference; and he found, that the Real Estate of which the said Testator died seised or possessed consisted

consisted of the several Messuages, Cottages, Land, and Premises following; (that is to say,) Six Messuages, with Outhouses, Yards, and Appurtenances, situate in *Hall Street* in the Town of *Dudley* in the County of *Worcester*; One undivided Moiety of another Messuage and Appurtenances situate in the same Street; a Stable situate in *New Hall Street* in the said Town of *Dudley*; Three small Cottages situate in a Court leading to *Hall Street* aforesaid; Two Messuages situate in *King Street* in the said Town of *Dudley*; Two Cottages situate at *Wadham Pool* in the Town of *Dudley* aforesaid; Five small Cottages, with Shops, Gardens, and Appurtenances, situate at *Dixon's Green* near *Dudley* aforesaid; Two Messuages, with Barns, Stables, Yards, Gardens, and about Ten Acres of Meadow Land, situate in the Parish of *Dudley* in the said County of *Worcester*, then in the Occupation of *Abraham Milward*; Two Closes of Pasture Land containing about Four Acres, situate at *Dixon's Green* aforesaid, then in the Occupation of *John Woodhouse*; Two Pieces of Pasture Land, a Summer-house and Gardens, situate at *Cawney Hill* in the said Parish of *Dudley*, and containing altogether about Six Acres; a Piece of Garden Ground situate at *Cawney Hill* aforesaid, called the *Grove*; a Cottage, Garden, and Premises situate at *Watson's Green* in the said Parish of *Dudley*; Two Houses and Four Closes of Land containing Eight Acres or thereabouts, situate in the Parish of *Yardley* in the said County of *Worcester*; Three Pews situate in the Parish Church of the Parish of *Saint Thomas* at *Dudley* aforesaid; a Garden and small Plot of Pasture Land situate at *Dixon's Green* aforesaid, which were occupied by the Testator at the Time of his Death; a Messuage, Outbuildings, and Garden situate in *King Street* aforesaid, which had been occupied by the said Testator shortly before the Time of his Death; and another small Plot of Land, situate at *Dixon's Green* aforesaid, which was likewise occupied by the said Testator at the Time of his Death; and the said Master (amongst other things) found, that the said *Sarah Maria Jessop*, a Defendant in the said Suit, was then of the Age of Seventeen Years and Ten Months or thereabouts, and that the Children of the Defendant *Edward Jessop* who were living at the Death of the said Testator were the said Defendant *Sarah Maria Jessop* and the said *Edward Henry Jessop*, also a Defendant in the said Suit, and that all the Children of the said Defendant *Edward Jessop* who were then living, and their respective Ages, were as follows, (that is to say,) the Defendant *Sarah Maria Jessop* was then of the Age of Seventeen Years and Ten Months or thereabouts, the Defendant *Edward Henry Jessop* was then of the Age of Twelve Years and Seven Months or thereabouts, the Defendant *Amelia Jessop* was then of the Age of Eleven Years and Five Months or thereabouts, the Defendant *Mary Ann Jessop* was then of the Age of Seven Years or thereabouts, *Frederick Jessop* (One other of the said Children) was then of the Age of Four Years and Nine Months or thereabouts, and *Julia Jessop* (the other of the said Children) was then of the Age of Three Years and Five Months or thereabouts; and he found, that the Defendant *Edward Jessop* had not any Issue who had since died: And whereas before the Date of the said Report, but after the taking of the Evidence on which such Report was founded, namely, on the Twenty-fourth Day of *June* One thousand eight hundred and thirty-three,

Marriage of  
Sarah Maria  
Jessop with  
John Jenkins,  
1st Septem-  
ber 1835.

Order in the  
Cause, dated  
26th Feb.  
1842.

Indenture,  
dated  
15th Janu-  
ary 1847.

three, another Child of the said Defendant *Edward Jessop* was born, and baptized by the Name of *Ellen Jessop*, but she departed this Life on or about the Sixth Day of *June* One thousand eight hundred and thirty-eight, and the said *Edward Jessop* hath since had no other Child: And whereas *Mary Jessop*, the Widow of the said Testator *Edward Jessop*, departed this Life in or about the Month of *March* One thousand eight hundred and thirty-six, whereupon the Annuity of One hundred and fifty Pounds, bequeathed to her by the Will of the said Testator *Edward Jessop*, ceased to be payable: And whereas on or about the First Day of *September* One thousand eight hundred and thirty-five the said *Sarah Maria Jessop* intermarried with and is now the Wife of *John Jenkins* of *Birmingham*: And whereas the said *James Coleman* departed this Life on or about the Seventeenth Day of *February* One thousand eight hundred and thirty-seven, having by his Will, bearing Date on or about the Third Day of *March* One thousand eight hundred and thirty, but which did not contain the Devise of any Hereditaments vested in the same Testator as a Trustee, appointed *George Calley Lingham* (therein named) and the Testator's Son *Edward Coleman* Executors thereof, and the same Will, together with a Codicil thereto, bearing Date the Twenty-first Day of *June* One thousand eight hundred and thirty-two, which did not vary the said Will so far as the same is herein-before stated, nor contain any Devise of Trust Estates, were on the Twenty-fifth Day of *November* One thousand eight hundred and forty-four proved in the Ecclesiastical Court of *Lichfield* by the said *Edward Coleman*, the then surviving Executor thereof, and who was also the eldest Son and Heir at Law of the said *James Coleman* the Testator: And whereas by an Order made in the said Cause, bearing Date the Twenty-sixth Day of *February* One thousand eight hundred and forty-two, it was (amongst other things) ordered, that the said *John Robinson* (the then surviving Plaintiff in the said Cause) should, with the Approbation of the Master, appoint a new Trustee or new Trustees of the said Testator's Estate in his Place, as provided by the Will of the said Testator: And whereas by an Indenture bearing Date the Fifteenth Day of *January* One thousand eight hundred and forty-seven, and made or expressed to be made between the said *John Robinson* of the First Part, the said *Edward Coleman* (therein described as the Son and Heir at Law and also surviving Executor of the Will of the said *James Coleman* deceased) of the Second Part, the said *John Williams* (therein described as the surviving Executor of the Will of the said *Joseph Hollington* deceased) of the Third Part, and *Ebenezer Robins* of *Birmingham* aforesaid, Surveyor, *Cornelius Robins* of the same Place, Auctioneer, and *Edward Gillam* of the City of *Worcester*, Gentleman, of the Fourth Part, after reciting the said Will of the said Testator *Edward Jessop* the elder, and his Death, and the Probate of the same Will; and also reciting, that by Indentures of Lease and Release, dated the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and twenty-two, the Indenture of Release being expressed to be made between the said *Thomas Bower* of the First Part, the said *James Coleman* and *Joseph Hollington* of the Second Part, the said *Mary Jessop* and the said *Edward Jessop* (the only Child of the said Testator) of the Third Part, and the said *John Robinson* of the Fourth Part, after reciting, amongst other things



things therein recited, that the said *Thomas Bower* had utterly refused to act in the Execution of the Trusts of the said Will, and had, with the Consent and Approbation of the said *Mary Jessop* and *Edward Jessop* (the Son), and upon the Acceptance of the said *John Robinson*, in execution of the Power given to him in that Behalf by the said recited Will nominated and appointed him the said *John Robinson* a Trustee of the Real and Personal Estates comprised in the said Will, for the Purposes thereof, in conjunction with the said *James Coleman* and *Joseph Hollington*, by the Indenture now being recited the said *Thomas Bower* did disclaim and renounce all and every of the Trusts in the said Will contained, and all and singular the Real and Personal Estate and Effects thereby expressed and intended to be vested in him in conjunction with the said *James Coleman* and *Joseph Hollington*, for the Purpose thereof, and the said *Thomas Bower*, by virtue and in execution of the Power in him for that Purpose vested by the same Will, and at the Request and with the Consent of the said *Mary Jessop* and *Edward Jessop* the Son, did nominate and appoint the said *John Robinson* to be a Trustee in the Place and Stead of him the said *Thomas Bower*, and in conjunction with the said *James Coleman* and *Joseph Hollington*, of all and singular the Real and Personal Estates, Effects, and Premises by the before-recited Will given, devised, and bequeathed to them the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, upon the Trusts therein and in part herein-before expressed, and with the same Powers as the said *Thomas Bower* would have been entitled to under the said Will if he had not refused to act as such Trustee as aforesaid; and by the said Indenture of Release now being recited, and for a nominal Consideration, he the said *Thomas Bower* did bargain, sell, alien, and release, and, so far as related to any incorporeal Hereditaments, did grant, unto the said *John Robinson* and his Heirs all and singular the Messuages, Lands, Tenements, and Hereditaments whatsoever, and wheresoever situate, lying, and being, late of or belonging to the said *Edward Jessop* deceased, and devised by his said Will unto the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, in trust as aforesaid, and all other the Real Estates comprised in the said Will, and thereby devised as aforesaid, and expressly including all such Real Estates as were vested in him the said *Edward Jessop* deceased by way of Mortgage or upon any Trust or Trusts, to hold unto the said *John Robinson*, his Heirs and Assigns, to the Use of him the said *John Robinson* and the said *James Coleman* and *Joseph Hollington*, their Heirs and Assigns, for ever, but upon the several Trusts therein-after declared concerning the same; and by the said Indenture now being recited the said *Thomas Bower* did assign unto the said *John Robinson*, his Executors and Administrators, all and singular the Sum and Sums of Money, Securities, and all other the Personal Estate late of and belonging to the said Testator *Edward Jessop*, and given and bequeathed by his said Will in trust as aforesaid, to hold, receive, and take the same unto the said *John Robinson*, his Executors, Administrators, and Assigns, as fully as the said *James Coleman* and *Joseph Hollington*, their Executors, Administrators, or Assigns, as his and their own proper Effects, but in trust for them the said *John Robinson*, *James Coleman*, and *Joseph Hollington*, their Executors, Administrators, and Assigns, as Trustees thereof for

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the Purposes therein-after referred to; and it was thereby declared between the said Parties thereto that the said *John Robinson*, *James Coleman*, and *Joseph Hollington*, their Heirs, Executors, Administrators, and Assigns respectively, should stand possessed of and interested in the said Premises upon the several Trusts and under the several Powers upon which the same would by virtue of the said herein-before recited Will stand limited; and also reciting therein the Death of the said *James Coleman*, and his Will, and the proving of the same, as herein-before recited; and also reciting the Death of the said *Joseph Hollington*, and his Will, and the Probate thereof, as herein-before recited, and that the said *Thomas Williams* and *Susan Hollington*, Two of the said Executors, were both long since dead, leaving the said *John Williams*, Party to the now-reciting Indentures, sole surviving Executor of the said Will; and also reciting that the said *John Robinson* had, from ill Health, become incapable of taking any active Part in the Management of the said Trust Affairs; and reciting the said Order of the Twenty-sixth Day of *February* One thousand eight hundred and forty-two, and that in pursuance thereof the said Plaintiff *John Robinson* carried in before *Samuel Duckworth* Esquire, the Master to whom the said Cause was referred, a State of Facts and Proposal, stating as therein stated, and proposing that he the said *John Robinson* should appoint the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam* Trustees of the said Will of the said Testator *Edward Jessop*, in the Place and Stead of him the said *John Robinson*; and further reciting, that the said Master had approved of and allowed the said State of Facts and Proposal of the said *John Robinson*, and signified such his Approval by signing his Name and Allowance to the said State of Facts on the Twenty-second Day of *February* One thousand eight hundred and forty-five; and that the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam* had consented to undertake the said Trust, and to accept the Conveyance and Assignment therein-after contained of the said Trust Estate and Premises; and he the said *John Robinson* hath therefore, upon the Acceptance of the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam*, and in exercise or intended Exercise of the Power given in that Behalf by the therein and herein-before recited Will, nominated and appointed them the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam* Trustees under the said Will, for the Purposes therein-after expressed, of the Real and Personal Estates constituting the Trust Property then subject to the Trusts and Provisions of the said Will, upon and for the Trusts and Purposes and with and subject to the Powers and Provisions then affecting the same respectively under or by virtue of the same Will; and also reciting that Doubts had arisen as to whether the legal Interest in the Real and Personal Properties constituting the said Trust Estate were by the said Indentures of the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and twenty-two properly vested in the said *John Robinson* jointly with the said *James Coleman* and *Joseph Hollington*, or whether the same, or some Share or Proportion thereof respectively, had not become vested in the said *Edward Coleman* as Heir and Executor of the said *James Coleman*, and that he had therefore consented to join in the respective Assurances therein contained, and that he, and the said *John Williams* as such Executor of the said *Joseph Hollington* deceased,

deceased, and in order to obviate any Question as to the Construction of the aforesaid Power for the Appointment of new Trustees, had also agreed to concur in the said intended Exercise of the same Power; it is by the now-reciting Indenture witnessed, that he the said *John Robinson*, by virtue and in exercise of the Power of Appointment of a new Trustee or of new Trustees contained in the said Will of the said *Edward Jessop* deceased, and in pursuance of the said Order of the Twenty-sixth Day of *February* One thousand eight hundred and forty-two, did thereby nominate and appoint, and the said *Edward Coleman*, as such Heir at Law and Executor of the said *James Coleman* deceased, and the said *John Williams*, as surviving Executor of the said *Joseph Hollington* deceased, so far as their Concurrence in such Appointment might be requisite or expedient, did and each of them did also nominate and appoint the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam* to be Trustees in the Place or Stead of him the said *John Robinson*, and of them the said *Edward Coleman* and *John Williams*, as to such Part of the said Trust Estates as might have become vested in them or either of them respectively, of all and singular the Real and Personal Estates, Effects, and Premises by the said Will of the said *Edward Jessop* deceased given, devised, and bequeathed as aforesaid, or which otherwise then were or for the Time being should be subject to the Trusts and Dispositions therein contained, upon and for the several Trusts, Intents, and Purposes therein declared and contained as were then subsisting undetermined and capable of taking effect, and with such and the same Powers and Authorities as the said *John Robinson*, or other the Trustees or Trustee of the said recited Will of the said *Edward Jessop* deceased, could have had or been entitled to under the said Will; and it is by the now-reciting Indenture also witnessed, and in further pursuance of the said Agreement, and in consideration of the Premises, they the said *John Robinson* and *Edward Coleman*, according to their several and respective Estates and Interests in the Messuages, Lands, Hereditaments, and other Real Estate thereafter assured or intended so to be, and so far only as they respectively lawfully could or might, and so as not to imply any Covenant, did and each of them did thereby grant, alien, and release and also assign unto the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam*, and their Heirs, Executors, Administrators, and Assigns respectively, all and singular the Freehold and Leasehold Messuages, Lands, Tenements, and Hereditaments whatsoever, and wheresoever situate, lying, and being, late of or belonging to the said *Edward Jessop* the elder, deceased, and devised and bequeathed by his said Will unto the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, and including such and so many of the Hereditaments which were vested in the said Testator for any Estate or Estates of Freehold, or for any Term or Terms of Years, either by way of Mortgage or upon any Trust or Trusts, as then remained subject to the Trusts and Provisions in the same Will declared or contained concerning the same, or such of them as then continued subsisting, and also all the Hereditaments and Premises which were vested in the said *John Robinson*, *Edward Coleman*, and *John Williams*, or either of them, for any Estate or Estates of Freehold of Inheritance,

or

or for any Term or Terms of Years, by way of Mortgage, for securing any Monies constituting Part of or which had arisen from the Estate of the said *Edward Jessop* deceased, and which were then subject to the Trusts of his aforesaid Will, to hold the same Hereditaments and Premises, with the Appurtenances, unto and to the Use of the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, their Heirs, Executors, Administrators, and Assigns, according to the respective Tenures or Qualities thereof, and for the respective Estates and Interest therein which the said *John Robinson* and *Edward Coleman* could thereby assure, but nevertheless upon and for the several Trusts, Intents, and Purposes therein-after declared or referred to of or concerning the same, and subject as to the said mortgaged Hereditaments to the subsisting Right or Equity of Redemption thereof, but for the same Purposes and with the same Powers as the said *John Robinson*, or other the Trustees or Trustee of the said recited Will, could have had or exercised if the now-recited Indenture had not been executed ; and it is thereby also witnessed, that in further pursuance of the said recited Agreement and Arrangements, and in consideration of the Premises, they the said *John Robinson* and *Edward Coleman*, according to their several and respective Shares, Rights, and Interests, did and each of them did thereby assign and set over unto the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, their Executors and Administrators, all and singular the Sum and Sums of Money, Mortgage and other Debts, and all Interest due or to accrue due thereon respectively, and all other the Personal Estate late of or belonging to the said *Edward Jessop* the elder, deceased, given and bequeathed by his said Will in trust as aforesaid, and which respectively then remained subject to the Trusts and Dispositions in the same Will contained or any of them, together with full Power and Authority to ask, demand, sue for, and recover the same, to hold the last-mentioned Premises unto the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, their Executors, Administrators, and Assigns, as fully and effectually as the said *John Robinson* and *Edward Coleman* respectively, or their respective Executors, Administrators, or Assigns, could or might have otherwise had or been entitled to the same, but upon and for the Trusts, Intents, and Purposes therein-after declared or referred to ; and it was thereby declared and agreed, that the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, their Heirs, Executors, Administrators, and Assigns, should stand and be seised and possessed of and interested in all and singular the Messuages, Lands, Tenements, and Hereditaments, Sum and Sums of Money, Securities, and all other the Real and Personal Estate and Premises thereby assured respectively, or intended so to be, upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers and Authorities, upon, for, with, under, and subject to which the several Messuages, Lands, Tenements, Hereditaments, Monies, Securities, and other Real and Personal Estates and Premises therein-before mentioned to be thereby assured respectively, would then, under and by virtue of the said therein and herein-before in part recited Will of the said *Edward Jessop* deceased, be held or applicable in case the now-reciting Indenture had not been made and executed, and the Names of the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam* had

had in the aforesaid Will been inserted instead of the Names of the said *James Coleman, Thomas Bower, and Joseph Hollington*, and the said Messuages, Lands, Tenements, Hereditaments, Monies, and Securities, and other Real and Personal Estate and Premises, had by the same Will been severally devised and bequeathed to or otherwise vested in the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, their Heirs, Executors, Administrators, and Assigns, the Estates, Trusts, Powers, and Authorities which by the same Will were respectively limited, reposed in, or given to the said *James Coleman, Thomas Bower, and Joseph Hollington* had been thereby respectively limited, reposed in, or given to the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, their Heirs, Executors, Administrators, and Assigns: And whereas by the before-mentioned Order, dated the Twenty-sixth Day of *February* One thousand eight hundred and forty-two, it was, amongst other things, referred to the Master to whom the said Cause then stood referred to inquire and state to the Court whether it would be beneficial for the Parties interested in the said Testator's Estates that Application should be made for an Act of Parliament authorizing the Sale of any and what Part of the said Testator's Estates, with Provisions that the Money to arise by such Sale should be laid out in the Purchase of other Lands, to be held on the same Trusts, and in the meantime that such Money should be laid out in the Purchase of Bank Three Pounds *per Centum* Annuities, in the Name and with the Privity of the Accountant General of the said Court, in trust in the said Cause: And whereas *William Henry Tinney* Esquire, the Master to whom the said Cause now stands transferred, made his separate Report bearing Date the Twelfth Day of *April* One thousand eight hundred and forty-eight, and thereby certified that, in pursuance of the said Order bearing Date the Twenty-sixth Day of *February* One thousand eight hundred and forty-two, and also in pursuance of certain subsequent Decrees of the said Court, he had been attended by the respective Solicitors for the Plaintiffs and Defendants, and in their Presence had looked into the Proceedings had and taken before his Predecessor in respect of the said Reference, and had proceeded on such References so far as the same was complete; and after setting forth certain Statements, Affidavits, Evidences, and Facts therein mentioned, the said Master certified, that upon Consideration of all the Matters therein-before set forth, and of what had been alleged before him touching the same by the Solicitors aforesaid, he was of opinion that under the peculiar Circumstances of the Case it would be beneficial for the Parties interested in the said Testator's Estates that Application should be made for an Act of Parliament authorizing the Sale of the whole of the said Testator's Estates, with Provisions that the Money to arise by such Sale should be laid out in the Purchase of other Lands to be held on the same Trusts, and that in the meantime such Money should be laid out in the Purchase of Bank Three Pounds *per Centum* Annuities, in the Name and with the Privity of the Accountant General of the said Court, in trust in the first-mentioned Cause: And whereas by another Order of the said Court of Chancery, bearing Date the Eleventh Day of *May* One thousand eight hundred and forty-eight, it was ordered, that the said Master's said Report dated the Twelfth Day of *April* One thousand eight hundred and forty-eight should be confirmed; and it was

Referred to the Master to state whether Application should be made to Parliament for an Act.

Master's Report thereon, dated 12th April 1848.

Order confirming Master's Report, dated 11th May 1848.

[Private.]

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further

further ordered, that it should be referred back to the Master to settle and approve of the Draft of an Act of Parliament authorizing the Petitioners to sell the whole of the Real Estates of the said Testator, and such Draft was to contain all necessary Provisions authorizing the Repayment to *Robert Gillam*, therein named, out of the first Monies to arise from the Sale of the Real Estates to be by such Act authorized to be sold, of all such Monies as should be advanced by him in respect of the Costs and Expenses of and attending the applying for and obtaining such Act, and all necessary Provisions for the Payment out of the Produce of such Sale of the Costs of the said Suits, as the said Court should in that Behalf direct: And whereas the said Master hath settled and approved of the Draft as a proposed Draft of an Act of Parliament for the Purposes mentioned in the last-recited Order, and according to the Intent and Meaning of such Order, and in testimony of his Approbation of the same hath signed his Allowance at the Foot thereof: And whereas, inasmuch as the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, Your Majesty's most dutiful and loyal Subjects the said *Edward Jessop*, on behalf of himself and of the said *Frederick Jessop* and *Julia Jessop* his Two infant Children, the said *Edward Henry Jessop*, *Amelia Jessop*, and *Mary Ann Jessop*, and also the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful for the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of or acting under the said Will of the said *Edward Jessop* the elder, and they and he are and is hereby authorized and empowered, at any Time or Times during the Subsistence of the Trusts created by the same Will, at their or his own Discretion, and without any further or other Consent, Authority, or Direction whatsoever, to make sale and absolutely dispose of all or any Part or Parts of the Messuages, Cottages, or Tenements, Closes, Lands, Grounds, and other Part or Parts of the Messuages, Cottages, or Tenements, Closes, Lands, Grounds, and other Hereditaments and Premises devised by the herein-before recited Will of the said *Edward Jessop* the elder, and which are comprised in the Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, and the Inheritance of the same in Fee Simple, to any Person or Persons whomsoever, either altogether or in different Lots or Parcels, for such Price or Prices in Money as to the Trustees or Trustee for the Time being of or acting under the said Will of the said *Edward Jessop* the elder shall seem reasonable and proper, and with full Power and Authority for the same Trustees or Trustee to make such Sale or Sales either at one Time or at several, and either by public Sale or Auction or by private Contract, and generally in such Way and Manner as the said Trustees or Trustee for the Time being of or acting under the said Will of the said *Edward Jessop* the elder shall deem most fit and expedient; and the said Trustees

Trustees  
authorized to  
sell the  
Messuages,  
Heredita-  
ments, &c.,  
and to carry  
the Act into  
execution.

Trustees or Trustee shall have full Power to make such special Conditions or Stipulations in any Particular of Sale by which the said Hereditaments and Premises or any Part thereof may be proposed to be sold, or in any Contract for the Sale thereof or of any Part thereof, as to the Title to be required by or furnished to the Purchaser or Purchasers, or the Evidence to be produced in support of the same, or otherwise, as the said Trustees or Trustee for the Time being shall in their or his Discretion think fit, as the Circumstances of the Case may render expedient, and shall also have Power to buy in the same Hereditaments and Premises, or any Part or Parts thereof, at any Sale or Sales thereof by Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale thereof, whether upon a Sale by public Auction or by private Contract, and to re-sell the Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being responsible for any Loss or Diminution in Price which may be occasioned thereby; and further, that the said Trustees or Trustee for the Time being shall have full Power and Authority (but nevertheless with the Sanction of the Court of Chancery, to be signified by an Order to be obtained for that Purpose,) to mark, set out, and appropriate any Part or Parts of the Lands or Grounds hereby authorized to be sold as and for the Site or Sites of any public or private Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, or other Easements and Conveniences, for the general Improvement or better Sale of the said Estate, or for the Accommodation of the Purchaser or Purchasers or of the Public, and to convey or abandon and give up the same accordingly; with or without any Consideration; and upon Payment in the Manner herein-after directed of the Monies to arise from the Sale or other Disposition of the said Messuages, Lands, Grounds, or other Hereditaments hereby authorized to be sold, it shall and may be lawful for the said *Ebenezer Robins, Cornelius Robins, and Edward Gillam*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of or acting under the said Will of the said *Edward Jessop* the elder, by any Deed or Deeds, Instrument or Instruments in Writing, to be by them or him legally executed, to convey, grant, and assure the said Messuages, Tenements, Lands, Grounds, and Hereditaments which shall be sold unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, or as he, she, or they shall direct or appoint, freed and discharged from all the Trusts, Ends, Intents, and Purposes, Powers, Provisoos, Declarations, and Directions, expressed and declared of and concerning the same in and by the said Will of the said *Edward Jessop* the elder, or such of them as shall be then subsisting.

II. And be it enacted, That all and singular the Monies to arise by or from any Sale or Sales to be made in pursuance of this Act of any Messuages or Tenements, Lands, Grounds, or other Hereditaments, and all Monies to be received on the rescinding of any Contract, or in respect of any Deposit or Damage in any Contract, or otherwise, under the Powers or Provisions of this Act, shall be paid by the Purchaser or Purchasers of the said Hereditaments and Premises, or by the Party making such Payment, into the Bank of *England*, in the

Monies to arise by Sales, &c. to be paid into the Bank of England.

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 Estate of *Edward Jessop* the elder," 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 Rules and Orders of the said 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 of the Accountant General to be a good Discharge.

III. And be it 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 thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment by any Purchaser or Purchasers or other Person or Persons of his, her, or their Purchase or other Monies into the Bank of *England*, as herein-before directed, shall be and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers or other Person or Persons, and his, her, or their Heirs, Executors, Administrators, and Assigns, for the same; and that upon filing such Certificate and Receipt as aforesaid such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, and Assigns, shall be, and he, she, and they is and are hereby absolutely acquitted and discharged of and from the Monies therein expressed or acknowledged to be received or paid, and every Part thereof, and shall not be answerable for any Loss or Misapplication thereof, nor be bound or concerned to see to the Application thereof or of any Part thereof.

Application of the Monies under the Direction of the Court.

IV. And be it enacted, That it shall be lawful for the said Court of Chancery, upon a Petition to be preferred to the said Court in a summary Way by the Trustees or Trustee for the Time being of or acting under the said Will of the said *Edward Jessop* the elder, or any other Person or Persons interested under the Trusts of the same Will, to order all such Monies as shall be paid into the Bank pursuant to this Act, or so much thereof as shall not be ordered to be applied in Payment of Costs, Charges, and Expenses, as herein-after mentioned, to be from Time to Time laid out and invested, under and subject to the Direction of the said Court of Chancery, and in such Manner as the same Court shall approve of, in the Purchase of Freehold Messuages, Lands, Tenements, or Hereditaments, to be situate in *England* or *Wales*; and that immediately after the making of such Purchase or Purchases the Messuages, Lands, Tenements, or other Hereditaments which shall be so purchased as aforesaid shall be conveyed and assured unto and to the Use of the Trustees or Trustee for the Time being of the said Will of the said *Edward Jessop* the elder, their or his Heirs and Assigns, to and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Declarations, Charges and Incumbrances, as the Hereditaments comprised and described in the said Schedule to this Act are now, under or by virtue of the said Will of the said *Edward Jessop* the elder, deceased, and the said several Indentures herein-before mentioned or recited, or any of them, settled, limited, or assured, or to, for, and upon, with, under, and subject to such of the same



same Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, as shall be then subsisting undetermined or capable of taking effect, or as would have been then subsisting and capable of taking effect if this Act had not been passed.

V. And be it enacted, That until such Purchase or respective Purchases shall be made as aforesaid all the Monies to arise or be produced from such Sale or Sales as aforesaid; or otherwise paid into the Bank of *England* under or in pursuance of this Act, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Direction herein contained, shall be laid out by the said Accountant General, in his Name, in the Purchase of Bank Three Pounds *per Centum* Annuities, in trust to the Credit of the Cause "*Coleman v. Jessop*," and the Dividends and Proceeds arising therefrom to be applied from Time to Time, under the Order and Direction of the said Court, for the Purposes to which the Rents, Issues, and Profits of the Hereditaments from the Sale whereof the said Funds shall have arisen would be applicable if the said Sale had not taken place.

Until the Purchases made the Monies to be invested in Bank Three per Cent. Annuities.

VI. And whereas *Robert Gillam* of *Birmingham* in the County of *Warwick*, Gentleman, hath undertaken and agreed to advance and pay the necessary Disbursements attending the applying for and obtaining this Act: Be it therefore enacted, That all such Disbursements as shall be advanced or paid by the said *Robert Gillam* relating to this Act (subject to Taxation, as herein-after mentioned,) shall be repaid to him the said *Robert Gillam*, his Executors, Administrators, or Assigns, out of the first Monies to arise from the Sales hereby authorized to be made, together with Interest for the same in the meantime after the Rate of Five Pounds *per Centum per Annum*.

As to Repayment of Monies advanced towards the Expenses of the Act.

VII. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time, upon Petition to be preferred in a summary Way as aforesaid, to make such Order or Orders as the said Court shall think fit, expedient, and reasonable, for allowing, taxing, and settling all Costs, Charges, and Expenses which have been or shall be incurred in preparing, obtaining, and passing this Act, and in making the several Applications to the said Court in pursuance hereof, and in making and completing the respective Sales and Purchases hereby authorized or directed to be made, or otherwise in carrying into execution this Act and the Trusts and Purposes thereof; and also from Time to Time to make any Order or Orders for the Payment, as well of all such Costs, Charges, and Expenses as aforesaid, as also of such of the Costs of the said Suit of "*Coleman v. Jessop*," and of the said supplementary Suits, as the said Court shall in that Behalf direct, out of the Monies which shall from Time to Time be paid into the Bank under or by virtue of this Act, or out of the Monies to arise by the Sale of the said Bank Annuities so to be purchased by and in the Name of the said Accountant General with such Purchase or other Monies as aforesaid.

Court of Chancery to make Orders for Payment and Taxation of Costs.

VIII. Provided always, and be it enacted, That the said *Ebenexer Robins*, *Cornelius Robins*, and *Edward Gillam*, and other the Trustee

Indemnity to the Trustees.

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or

or Trustees for the Time being acting in the Execution of the Trusts and Powers hereby created, and each and every of them, and the Heirs, Executors, and Administrators of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing any Receipt for the sake of Conformity, and that any One or more of them shall not be answerable or accountable for the other or others of them, or for involuntary Losses; and also that it shall be lawful for them the said Trustees respectively, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain to and reimburse themselves respectively, and also to allow to their Co-trustee or Co-trustees, all Costs, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

General  
Saving of  
Rights, &c.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the before-named *Sarah Maria Jenkins*, and to all other Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Edward Jessop* the Son, his Heirs, Executors, and Administrators, and the said *Edward Henry Jessop*, *Amelia Jessop*, *Mary Ann Jessop*, *Frederick Jessop*, and *Julia Jessop*, and their respective Heirs, Executors, and Administrators, and all and every other the Child and Children (if any) of the said *Edward Jessop* the Son hereafter to be born, and the lawful Issue of such of the said present and future Children of the said *Edward Jessop* the Son as may die in his Lifetime leaving Issue, and the Heirs, Executors, and Administrators of such Children and Issue respectively, and also the Heir at Law of the said *Edward Jessop* the Testator living at the Time of the Decease of the said *Edward Jessop* the Son, and also the said *Ebenezer Robins*, *Cornelius Robins*, and *Edward Gillam*, and their Heirs, Executors, and Administrators, and the Heirs, Executors, and Administrators of each and every of them, and also the before-named *John Robinson*, and the Heirs, Executors, or Administrators of the said *James Coleman*, *Thomas Bower*, and *Joseph Hollington* respectively deceased, or other the Trustees or Trustee for the Time being of or under the said Will of the said *Edward Jessop* the elder,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, of, in, to, or out of the same several Hereditaments and Premises or any of them, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

X. 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.

The

The SCHEDULE to which the foregoing Act refers.

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Six Messuages, with Outhouses, Yards, and Appurtenances, situate in Hall Street in the Town of Dudley in the County of Worcester.

One undivided Moiety of another Messuage and Appurtenances, situate in the same Street.

A Stable, situate in New Hall Street in the said Town of Dudley.

Three small Cottages, situate in a Court leading to Hall Street aforesaid.

Two Messuages, situate in King Street in the said Town of Dudley.

Two Cottages, situate at Wadhampool in the Town of Dudley aforesaid.

Five small Cottages, with Shops, Gardens, and Appurtenances, situate at Dixon's Green near Dudley aforesaid.

Two Messuages, with Barns, Stables, Yards, Gardens, and about Ten Acres of Meadow Land, situate in the Parish of Dudley in the said County of Worcester,

Two Closes of Pasture Land containing about Four Acres, situate at Dixon's Green aforesaid.

Two Pieces of Pasture Land and a Summer-house and Gardens, situate at Cawney Hill in the said Parish of Dudley, and containing altogether about Six Acres.

A Piece of Garden Ground and Premises, situate at Cawney Hill aforesaid, called the Grove.

A Cottage, Garden, and Premises, situate at Watson's Green in the said Parish of Dudley.

Two Houses, and Four Closes of Land containing about Eight Acres or thereabouts, situate in the Parish of Yardley in the said County of Worcester.

Three Pews in the Parish Church of the Parish of Saint Thomas at Dudley aforesaid.

A Garden and small Plot of Pasture Land, situate at Dixon's Green aforesaid, which were occupied by the Testator at the Time of his Death.

A Messuage, Outbuildings, and Garden, situate in King Street aforesaid, which had been occupied by said Testator shortly before the Time of his Death; and

Another small Plot of Land, situate at Dixon's Green aforesaid, which was likewise occupied by said Testator at the Time of his Death.

And all other the Messuages, Cottages, Buildings, Lands, and Hereditaments (if any) late of the Testator, Edward Jessop the elder.

*William Robinson.*

MEMORANDUM FOR THE RECORD

On 10/10/54, the following information was received from the [redacted] regarding the [redacted] of [redacted] in [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].

The [redacted] was [redacted] by [redacted] and [redacted] on [redacted]. The [redacted] was [redacted] and [redacted] on [redacted].