



ANNO QUADRAGESIMO PRIMO

# GEORGI II. REGIS.

\*\*\*\*\*

## *Cap. 100.*

An Act for vesting in Trustees all the real Estates late of *Nathaniel Matthew Knapp* Esquire, deceased, which by his Will were devised in strict Settlement, to the Intent that proper Parts thereof may be sold for discharging the Incumbrances affecting the same real Estates; and that the Residue of the Money, if any, arising by such Sale may be invested in the Purchase of other Lands; and that the Lands to be so purchased, and also such Part of the Lands to be vested in Trustees as aforesaid as shall not be sold, may be settled to the Uses contained in the Will of the said *Nathaniel Matthew Knapp*, concerning his real Estates devised in strict Settlement.

[20th June 1801.]

**W**HEREAS *Nathaniel Matthew Knapp*, formerly of *Shenley* in Preamble the County of *Bucks*, afterwards of *Little Linford* in the said County of *Bucks*, and afterwards of *Southampton Buildings*, in the Parish of *Saint Andrew, Holborn*, Esquire, was at the Date and Publication of his last Will and Testament herein-after recited, and also at his Death, seised to him and his Heirs for an Estate in Fee Simple, in Possession of divers Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments, in the Parishes of *Shenley* and *Little Linford*  
[*Loc. & Per.*] 19 X in

in the County of *Bucks*, subject as to One undivided Moiety of Part of the said Lands, situate in *Shenley Brook End*, in the Parish of *Shenley*, in the said County of *Bucks*, to the Payment of the Sum of Six hundred and fifty Pounds, secured to *Catherine Knapp* his Sister, on a Mortgage thereof for One thousand Years, created by Indenture bearing Date the Fourteenth Day of *May* in the Year One thousand seven hundred and ninety-four, and made between the said *Nathaniel Matthew Knapp* of the one Part, and the said *Catherine Knapp* of the other Part; and subject as to the other undivided Moiety of the same Part of the same Lands to the Payment of One other Sum of Six hundred and fifty Pounds, secured to *John Leonard Knapp* his Brother, on a Mortgage for One thousand Years, created by Indenture bearing Date the same Fourteenth Day of *May* in the Year One thousand seven hundred and ninety-four; and made between the said *Nathaniel Matthew Knapp* of the one Part, and the said *John Leonard Knapp* of the other Part; and also to the Payment of Three hundred and fifty Pounds, secured to the said *John Leonard Knapp* by a further Charge on the said last-mentioned Term of One thousand Years, by Indenture bearing Date the Thirtieth Day of *May* One thousand seven hundred and ninety-five, and made between the said *Nathaniel Matthew Knapp* of the one Part, and the said *John Leonard Knapp* of the other Part; and also subject as to the greater Part of the said Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments, to the Payment of Five several Sums of One thousand Pounds each (that is to say), One thousand Pounds to *Primatt Knapp*, One thousand Pounds to the said *John Leonard Knapp*, One thousand Pounds to the said *Catherine Knapp*, One thousand Pounds to *Mary Knapp* now the Wife of *John Pearce* Gentleman, and One thousand Pounds to *Leonora Knapp*, all secured by a Term of Five hundred Years, which by certain Indentures of Lease and Release, bearing Date respectively on or about the Twenty-second and Twenty-third Days of *June*, in the Year One thousand seven hundred and eighty-seven, the Indenture of Release being of Six Parts, and made or expressed to be made between the Reverend *Primatt Knapp*, then of *Shenley* aforesaid, Clerk, since deceased, and *Ketturab* his Wife, since also deceased, of the First Part; the said *Nathaniel Matthew Knapp*, by the Description of eldest Son of the said *Primatt Knapp*, and *Ketturab* his Wife, of the Second Part; the said *Primatt Knapp* first named, and the said *John Leonard Knapp*, by the Description of the Two younger Sons of the said *Primatt Knapp* the Elder, and *Ketturab Knapp* his Wife, *Catherine Knapp*, *Mary Knapp*, and *Leonora Knapp*, the Daughters of the said *Primatt Knapp* the Elder, and *Ketturab* his Wife, of the Third Part; *Lacy Primatt*, then of *Aldersgate Street*, in the City of *London*, Chymist, and *John Maud*, then of the same Place, Chymist, of the Fourth Part; *Henry Holt* Gentleman of the Fifth Part, and *William Holt* Esquire of the Sixth Part; and by a Common Recovery suffered in Trinity Term, in the Twenty-seventh Year of the Reign of His present Majesty, in pursuance of a Covenant of Agreement in that Behalf, contained in the said Indenture of Release, was limited (after and subject to several Estates for the respective Lives of the said *Primatt Knapp* the Elder, and *Ketturab* his Wife) to the Use of the said *Lacy Primatt* and *John Maud*, their Executors, Administrators, and Assigns; upon Trust that they the said *Lacy Primatt* and *John Maud*, their Executors, Administrators, and Assigns, should by Sale, Demise, or Mortgage of all or any Part of the said Manors, Messuages, Lands, Tenements,

Tenements, Rents, Hereditaments, and Premises, for all or any Part of the said Term, or out of the Rents, Issues, or Profits of the said Premises, or otherwise, as to them in their Discretion should seem meet, levy and raise immediately, or as soon as conveniently might be after the Decease of the said *Primatt Knapp* the Elder, and *Catherine Knapp* Widow, since deceased, the Sum of One thousand Pounds a-piece, for the Benefit of the said *Primatt Knapp* the Son, the said *John Leonard Knapp*, *Catherine Knapp*, *Mary Knapp*, and *Leonora Knapp*, Brothers and Sisters of the said *Nathaniel Matthew Knapp*, who should be living at the Decease of the said *Primatt Knapp* the Elder, and *Catherine Knapp* Widow, unless the said *Nathaniel Matthew Knapp* should have raised the said Sums for the Benefit of his said Brothers and Sisters in the Lifetime of the said *Primatt Knapp* the Elder, and *Catherine Knapp* Widow, or the Survivor of them: And whereas the said *Nathaniel Matthew Knapp*, by his last Will and Testament in Writing, bearing Date the Second Day of *June* One thousand seven hundred and ninety-five, duly executed and attested for the Devise of real Estates, directed his Executor therein-after named and appointed, to pay all his just Debts, except such Debts as at his Death should be charged or secured by Mortgage, or otherwise, upon his real Estates as therein-after expressed, and also his Legacies, Funeral, and Testamentary Expences, out of his personal Estate; but if his personal Estate should not be sufficient for that Purpose, then he charged all his real Estates with the Deficiency, and directed that such Debts, or Sums of Money as at the Time of his Death should be charged or secured by Mortgage, or otherwise upon his real Estates, should remain and continue charged thereon after his Decease, and should not be paid or discharged by or out of his personal Estate, his Intention being that his said several real Estates therein-after devised should bear or remain subject to the Charges or Incumbrances affecting the same respectively; and after several pecuniary Legacies and Bequests of specifick Articles, and after devising a small Part of his real Estate, he gave and devised all his Manors or Lordships, or reputed Manors or Lordships, and all the Rest, Residue, and Remainder of his Messuages, Farms, Lands, Tenements, Hereditaments, and real Estate whatsoever, and wheresoever not therein before otherwise disposed of, with their and every of their Rights, Royalties, Members, and Appurtenances (subject nevertheless to the Mortgages and Incumbrances affecting the same) unto his Cousin *Nathaniel Bogle French* of *Saint Swithin's Lane, London*, Merchant, and the said *John Maud*, their Heirs and Assigns for ever, to the several Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after expressed and declared, and herein-after in Part mentioned of and concerning the same (that is to say), to the Use of his Brother the said *Primatt Knapp* the Son, and his Assigns for his Life, without Impeachment of or for any Manner of Waste; with Remainder to the Use of the said *Nathaniel Bogle French* and *John Maud*, and their Heirs, during the Life of him the said *Primatt Knapp* the Son, upon Trust, by the usual Ways and Means to support and preserve the contingent Remainders, and Estates therein-after limited, from being defeated or destroyed; with Remainder to the Use of the First and every other Son of the Body of the said *Primatt Knapp* the Son begotten, or to be begotten, severally and successively, accordingly to the Priority of their Births in Tail Male; with Remainder to the Use of his Brother the said *John Leonard Knapp*, and his  
Assigns

Assigns for his Life, without any Impeachment of or for any Manner of Waste; with Remainder to the Use of the said *Nathaniel Bogle French* and *John Maud*, and their Heirs, during the Life of the said *John Leonard Knapp*, upon Trust, by the usual Ways and Means to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed; with Remainder to the Use of the First and every other Son of the Body of the said *John Leonard Knapp*, begotten severally and successively, according to the Priority of their Births in Tail Male; with Remainder to the Use of the right Heirs of him the said Testator, and with a Power for his said Brothers *Primatt Knapp* and *John Leonard Knapp* respectively, when they should be in Possession to make Leases in Possession for any Term not exceeding Twenty-one Years at Rack Rents, of all or any Part or Parts of the same Manors, Hereditaments, and Premises; and with a Power to his said Brothers *Primatt Knapp*, and *John Leonard Knapp* respectively, to make Jointures upon their respective Wives upon the Terms and subject to the Restrictions therein expressed; And whereas the said *Nathaniel Matthew Knapp* departed this Life the Seventh Day of *August* One thousand seven hundred and ninety-five, without having altered or revoked his said Will, leaving the said *Primatt Knapp* the Son his eldest Brother and Heir at Law, and the Will of the said *Nathaniel Matthew Knapp* was proved on the Fifteenth Day of *August* One thousand seven hundred and ninety-five in the Prerogative Court of the Archbishop of *Canterbury*, by the said *Primatt Knapp* the Son, who is the Executor thereof: And whereas all the Debts, Legacies, and Testamentary Expences of the said *Nathaniel Matthew Knapp*, which have come to the Knowledge of the said *Primatt Knapp* the Son, have been discharged by the said *Primatt Knapp* the Son out of the personal Estate of the said *Nathaniel Matthew Knapp*: And whereas the said several Sums of Six hundred and fifty Pounds, Six hundred and fifty Pounds, and Three hundred and fifty Pounds, and also the said Five several Sums of One thousand Pounds each, making together the Sum of Six thousand six hundred and fifty Pounds, are still due and unpaid, and are Incumbrances on the Lands and Hereditaments, which were respectively charged with the Payment of the same: And whereas the said *Mary Knapp* intermarried with *John Pearce* Gentleman, and by Indenture, dated the Twenty-fourth Day of *December* in the Year One thousand seven hundred and ninety-six, made between the said *John Pearce* of the one Part, and the said *Leonora Knapp* of the other Part, the said *John Pearce* assigned to the said *Leonora Knapp* One hundred and five Pounds, Part of the said Sum of One thousand Pounds, to which the said *Mary Pearce* his Wife was entitled as aforesaid; and also all Interest Money, after the Rate of Five Pounds for the One hundred Pounds by the Year, to accrue or grow due, and payable for the said Sum of One hundred and five Pounds, from the Day after the Date of that Indenture, until the said *Leonora Knapp* should be paid the said Sum of One hundred and five Pounds: And whereas by Indenture of Four Parts, dated the Third Day of *July* in the Year One thousand eight hundred, made between the said *John Pearce* and *Mary* his Wife of the First Part, the said *Leonora Knapp* of the Second Part, the said *Primatt Knapp* the Son of the Third Part, and the said *John Leonard Knapp* and *John Maud* of the Fourth Part; the said *John Pearce* and *Mary* his Wife, and also the said *Leonora Knapp*, in consideration of Three hundred and ninety-five Pounds paid by the said *Primatt Knapp* to the said *John Pearce*, and One hundred and five Pounds also paid by the said *Primatt Knapp* to the said *Leonora Knapp*, making together

together Five hundred Pounds so paid by the said *Primatt Knapp*, and for other the Considerations therein mentioned; and also for the Purpose of making a Settlement upon the said *Mary Pearce*, the said *Leonora Knapp*, on the Nomination of the said *John Pearce* and *Mary* his Wife; and also the said *John Pearce* and *Mary* his Wife did assign all the said Sum of One thousand Pounds, and all Interest which should thenceforth become due to the said *John Leonard Knapp* and *John Maud*, their Executors, Administrators, and Assigns, upon Trust, as to Five hundred Pounds, Part of the said One thousand Pounds and Interest, for the said *Primatt Knapp* the Son, his Executors, Administrators, and Assigns; and as to the Residue of the said One thousand Pounds, upon the Trusts of a Settlement bearing even Date with the last-mentioned Indenture, and made between the said *John Pearce* and *Mary* his Wife of the First Part, the said *Primatt Knapp* the Son of the Second Part, and the said *John Leonard Knapp* and *John Maud* of the Third Part; whereby it is declared and agreed, that the said *John Leonard Knapp* and *John Maud* shall stand possessed of the said Five hundred Pounds, Residue of the said One thousand Pounds and Interest, upon Trust, to pay the Interest thereof to the said *Mary Pearce* for her Life; and after her death to pay such Interest to the said *John Pearce* for his Life; and after the Death of the Survivor, to pay the said Five hundred Pounds and Interest to all and every the Child and Children of the said *John Pearce* and *Mary* his Wife, at the Times and in Manner therein mentioned, with Remainder to the Survivor of them, the said *John Pearce* and *Mary* his Wife: And whereas the said *John Pearce* and *Mary* his Wife have no Child: And whereas the said *Primatt Knapp* the Son hath not made any Appointment to or in Favour of his Wife, under the Power given to him in and by the said recited Will of the said *Nathaniel Matthew Knapp* his late Brother, deceased, or under or by Means of his Ownership of the Reversion in Fee of the said Lands and Hereditaments: And whereas Three Sons only and no other Child have been born to the said *Primatt Knapp* the Son, who have been baptized by the respective Names of *Matthew*, *Primatt*, and *John*, and are Infants of very tender Years; and the said *John Leonard Knapp* is a Bachelor: And whereas the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, is Tenant for his Life of the Manors, Lands, and Hereditaments devised to him for his Life as aforesaid, with Remainder to the said *Matthew Knapp* in Tail Male as aforesaid, with Remainders over as aforesaid; and the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, as the eldest Brother and Heir at Law of the said *Nathaniel Matthew Knapp*, is seised of the Reversion in Fee of the same Manors, Lands, and Hereditaments: And whereas the said several Mortgagees and Incumbrancers are desirous of receiving the Money due to them respectively, and some of them have threatened to enforce the Payment thereof by a Suit or Suits in Equity, and it will be greatly for the Benefit of the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder deceased, and the several Persons to whom the said Manor, Lands, and Hereditaments devised to the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder deceased, for Life as aforesaid, now stand limited and settled as aforesaid, that the said Manor, Lands, and Hereditaments shall be vested in Trustees, upon Trust, that a competent and proper Part of the said Manor, Lands, and Hereditaments shall be sold and disposed of in order to pay off and discharge the several

Mortgage Debts and Incumbrances affecting the same Manor, Lands, and Hereditaments, or certain Parts thereof: And whereas it will be proper that such Parts of the said Manor, Lands, and Hereditaments as are detached from the Bulk of the said Estate, and as can be sold to most Advantage, shall be disposed of for the Purpose of discharging the said Mortgage Debts and Incumbrances; and that all the said Manor, Lands, and Hereditaments shall be vested in Trustees, that they may select the Parts most proper to be sold, or which may be sold with most Advantage to the Residue of the Estate, and to the Persons entitled and to be entitled to the same, under the Limitations thereof contained in the Will of the said *Nathaniel Matthew Knapp*: And whereas the Execution of the Trusts under such Sale will be facilitated if the Money arising from the Sale should be applied first in Payment of the said several Sums of Six hundred and fifty Pounds, and Six hundred and fifty Pounds, secondly in Payment of the said Sum of Three hundred and fifty Pounds, and thirdly in Payment of the said Five several Sums of One thousand Pounds each; and the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, and the several Mortgagees and other Creditors herein-before mentioned, have consented to such Arrangement, without any Regard to the Priority of their specifick Securities on the Lands which may be sold; and are also desirous that the said Sum of Six thousand six hundred and fifty Pounds shall be paid into the Hands of Trustees, to be a Fund for the Payment of the said several Sums of Six hundred and fifty Pounds, Six hundred and fifty Pounds, Three hundred and fifty Pounds, and Five several Sums of One thousand Pounds each, in the Order and Priority herein-before mentioned; but, as by Reason of the Limitations contained in the said Will of the said *Nathaniel Matthew Knapp*, such Sale cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects, the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, on Behalf of himself, and also on Behalf and as Guardian of the said *Matthew Knapp* his eldest Son, and of the said *Primatt Knapp* the Younger, and *John Knapp* his Two younger Sons, *Jacob Leonard Knapp*, *Catherine Knapp*, *Lanora Knapp*, *John Pearce*, and *Mary* his Wife, most humbly beseech Your Majesty that it may be enacted, and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Manors or Lordships, or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and real Estates whatsoever and wheresoever, late of the said *Nathaniel Matthew Knapp*, which by his said recited Will were devised to the said *Nathaniel Bogle French* and *John Mand*, their Heirs and Assigns for ever, to the Uses and upon the Trusts thereby declared, and herein-before recited, of and concerning the same, with their and every of their Rights, Royalties, Members, and Appurtenances; and the Reversion and Reversions, Remainder and Remainders, Yealy and other Rents thereof, and of every Parcel of the same, which are let at an annual Rent of Two thousand four hundred Pounds, or thereabouts, shall from and after the passing this Act be vested, and the same are hereby vested in the Reverend *Graham Hanmer*, Rector of *Simpson* in the County of *Bucks*, Clerk, and *Henry Walden Hanmer* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, their Heirs and Assigns, to hold the same to

Manors, &c.  
of N. M.  
*Knapp* Esq.  
above de-  
scribed vested  
in the Rev.  
*G. Hanmer*,  
and *H. W.*  
*Hanmer* Esq.  
for the Pur-  
poses herein  
mentioned.

and to the Use of them the said *Grabam Hanmer* and *Henry Walden Hanmer*, their Heirs and Assigns, for ever freed, released, and absolutely discharged, and exonerated of and from all the Uses, Estates, Remainders, Devises, Limitations, Trusts, Charges, Powers, Provisoos, and Declarations, in and by the Will of the said *Nathaniel Matthew Knapp*, limited, created, declared, provided, or expressed of and concerning the same respectively, subject nevertheless, and without Prejudice to the Leases, and Agreements for Leases, to the Tenants or Occupiers of the Manor, Lands and Hereditaments, or any Part thereof, as far as such Leases are well and effectually granted; but nevertheless upon the several Trusts, and for the several Ends, Intents, and Purposes herein-after expressed, declared, and contained, of and concerning the same Premises respectively (that is to say) upon Trust, that they the said *Grabam Hanmer* and *Henry Walden Hanmer*, and the Survivor of them, his Heirs or Assigns, do and shall with all convenient Speed, with the Consent and Approbation of the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, during his Lifetime, and after his Decease, with the Consent of the Person or Persons who for the Time being shall be entitled to receive the Rents, Issues, and Profits of the said Lands and Hereditaments respectively, by virtue of the Limitations contained in the said Will of the said *Nathaniel Matthew Knapp*, in case such Person or Persons respectively shall be of the Age of Twenty-one Years; and in case of the Minority of any such Person or Persons, then with the Consent of his, her, or their Guardian, or respective Guardians, to be testified as to the said *Primatt Knapp*, and such other Person or Persons, or Guardian or Guardians as aforesaid, by Writing or Writings, under his, her, or their Hand or respective Hands, absolutely sell and dispose of so much and such Parts of the said Manor, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments hereby vested in the said *Grabam Hanmer* and *Henry Walden Hanmer* as aforesaid, with their Rights, Members, and Appurtenances, and the Inheritance thereof in Fee Simple, in Possession, as they the said *Grabam Hanmer* and *Henry Walden Hanmer*, or the Survivor of them, his Heirs or Assigns, shall in his or their Discretion deem necessary to be sold, for raising the Sum of Six thousand six hundred and fifty Pounds, and the Costs, Charges, and Expences herein-after mentioned; and do and shall sell the same, either together and in One Lot, or by Parcels and in several Lots, and either by publick Auction, or private Contract, or partly by publick Auction, and partly by private Contract, as he or they shall think fit; and to such Person or Persons as shall be willing to become the Purchaser or Purchasers thereof, and for the best Price or Prices which at the Time or respective Times of such Sale or Sales respectively, can be reasonably obtained for the same; and upon Payment into the Bank of *England*, in the Names of the said Trustees, of the Purchase Money for which the said Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments, or any Part or Parts thereof, to be sold as aforesaid, shall be sold, do and shall convey and assure the same respectively, unto and to the Use of or in Trust for the Purchaser or Purchasers thereof respectively, and his, her, and their Heirs and Assigns, or as he, she, or they shall direct and appoint, freed, exonerated, and discharged as aforesaid.

II. And be it further enacted by the Authority aforesaid, That the Person or Persons respectively who shall become the Purchaser or Pur-

Purchasers of  
Premises not  
answerable  
for the Appli-

cation of the  
Purchase  
Money.

chasers of all or any Part of the Manors, Messuages, Farms, Lands, Rents, Advowsons, Tenements, Tithes, and real Estate hereby vested in the said *Graham Hanmer* and *Henry Walden Hanmer*, and which shall be sold as aforesaid, his, her, or their Heirs, Executors, or Administrators, shall not be obliged or required to see to the Application of the Money to be paid to him, her, or them respectively, as the Consideration for such Purchase or Purchases, or be answerable or accountable for the Mis-application or Non-application of the same Money, or any Part thereof, after the same shall have been paid to, or to the Order of the said *Graham Hanmer* and *Henry Walden Hanmer*, or the Survivor of them, his Heirs, Executors, Administrators, or Assigns; and that such Purchaser or Purchasers thereof shall not be obliged or required to see that such Sale or Sales is or are necessary for the Purposes herein-before expressed, and that all Receipts which shall be given by the said *Graham Hanmer* and *Henry Walden Hanmer*, or the Survivor of them, his Heirs, Executors, Administrators, or Assigns, for such Purchase Money, or any Part thereof, shall be good, valid, and sufficient Acquittances and Discharges for the Sum or Sums of Money which therein or thereby respectively shall be acknowledged, or expressed to be, or to have been received.

Trustees to  
pay the Ex-  
pences of ob-  
taining the  
Act, and Ex-  
pences attend-  
ing the Sale of  
Premises, etc.

III. And it is hereby further enacted and declared, That the said *Graham Hanmer* and *Henry Walden Hanmer*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, do and shall, by and out of the Money to arise by the Sale or Sales of so much and such Parts of the said Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments as shall be sold and disposed of under the Trusts herein-before contained in the First Place, pay, defray, and discharge all the Costs, Charges, and Expences incident to and attending the applying for and obtaining and passing this Act, and also pay, defray, and discharge all the reasonable Costs, Charges, and Expences incident to the Sale and Disposition of so much and such Parts of the said Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments as shall be sold as aforesaid, and do and shall, by and out of the Residue of such Monies, retain the Sum of Six thousand six hundred and fifty Pounds, to be applied in discharge of the said several Incumbrances in Manner herein-after expressed, and all Costs, Charges, and Expences, in anywise relating to the Release, Surrender, or Assignment of the Lands and Hereditaments now affected by the said Incumbrances respectively, and all other reasonable Costs, Charges, and Expences incident to the Execution of the Trusts hereby reposed in the same Trustees respectively, concerning the Sale and Disposition of the Manors, Lands, and Hereditaments hereby vested in them as aforesaid, and the Application of the Money to arise from such Sale or Sales as aforesaid, or otherwise howsoever in the Execution of the Trusts hereby declared.

Application of  
certain Sums  
of Money.

IV. And it is hereby further enacted and declared by the Authority aforesaid, That the said *Graham Hanmer* and *Henry Walden Hanmer*, and the Survivor of them, his Heirs, Executors, Administrators, and Assigns, shall retain the said Sum of Six thousand six hundred and fifty Pounds, upon Trust that he or they do and shall thereout, in the first Place, pay to the said *John Leonard Knapp* and *Catbarine Knapp* respectively, or to their respective Executors, Administrators, or Assigns, the said several Sums of Six hundred and fifty Pounds, and Six hundred and fifty Pounds,  
now



now due and owing to the said *John Leonard Knapp* and *Catherine Knapp* respectively; and in the next Place do and shall pay to the said *John Leonard Knapp*, his Executors, Administrators, or Assigns, the said Sum of Three hundred and fifty Pounds, due to him the said *John Leonard Knapp* as aforesaid; and do and shall stand and be possessed of the Sum of Five thousand Pounds, Residue of the said Sum of Six thousand six hundred and fifty Pounds, upon Trust to apply the same, rateably and proportionably, as the same shall be raised and received in Payment and Discharge of the said several Portions of One thousand Pounds each, provided for the said *Primatt Knapp* the Son, *John Leonard Knapp*, *Catherine Knapp*, *Mary Pearce*, and *Leonora Knapp* respectively as aforesaid, in Manner following, (that is to say,) do and shall pay One thousand Pounds, Part thereof to the said *Primatt Knapp* the Son, his Executors, Administrators, or Assigns; One thousand Pounds, other Part to the said *John Leonard Knapp*, his Executors, Administrators, or Assigns; One thousand Pounds, other Part thereof to the said *Catherine Knapp*, her Executors, Administrators, or Assigns; One thousand Pounds, other Part thereof to the said *Leonora Knapp*, her Executors, Administrators, or Assigns; and do and shall pay the remaining One thousand Pounds to the said *John Leonard Knapp* and *John Maud*, their Executors, Administrators, and Assigns, upon Trust, as to Five hundred Pounds, Part thereof for the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, his Executors, Administrators, and Assigns; and as to the remaining Five hundred Pounds, Residue of the said One thousand Pounds, upon the Trusts of the said Settlement, bearing Date the Third Day of *July* One thousand eight hundred, and made between the said *John Pearce* and *Mary* his Wife of the First Part, the said *Primatt Knapp* the Son of the Second Part, and the said *John Leonard Knapp* and *John Maud* of the Third Part.

V. And it is hereby further enacted, That if there should happen to be any Residue of the Monies to arise by such Sale or Sales of so much of the said Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments, as shall be sold as aforesaid, after raising Money to answer the said Sum of Six thousand six hundred and fifty Pounds, and the said Costs, Charges, and Expences, such Residue shall, with all convenient Speed, with the Consent of the said *Primatt Knapp* the Son, during his Life and after his Decease, then with such other Consent as aforesaid, be laid out and invested in the Purchase of freehold Manors, Messuages, Farms, Lands, Tenements, Tithes, or Hereditaments, of a clear and indefeasible Estate of Inheritance in Fee Simple in Possession, and of such Copyhold Messuages, Lands, Tenements, and Hereditaments, as shall happen to be intermixed therewith, or be contiguous thereto, or as shall be intermixed with or contiguous to the Lands and Hereditaments remaining unfold, and shall not exceed in Value One-third Part of the Freehold Premises so to be purchased as aforesaid, so that such Freehold and Copyhold Lands and Hereditaments shall be free from all Incumbrances, except Quit Rents, Fee Farm Rents, or other usual Outgoings or Payments.

Residue  
Monies how  
to be applied.

VI. And further, That all and singular the Freehold and Copyhold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, if  
[*Loc. & Per.*]

19 Z

Premises pur-  
chased with  
Residue  
Monies how  
to be settled.  
any,

any, which shall be so purchased as aforesaid; and also such and so many, and such Parts of the said Manors, Messuages, Lands, Tenements, Rents, Advowsons, Tithes, and Hereditaments, hereby vested in the said *Graham Hanmer* and *Henry Walden Hanmer*, their Heirs and Assigns, as shall remain unsold after the said Sum of Six thousand six hundred and fifty Pounds, and the said Costs, Charges, and Expences, shall be answered and paid, shall be conveyed, settled, limited, and assured, to, for, and upon such, and the same, or the like Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and the same, or the like Powers, Provisoos, Charges, Restrictions, Limitations, and Declarations, (except the Charges and Incumbrances, to be paid off and satisfied as aforesaid, and except such Leases and Agreements for Leases as aforesaid), as by the said recited Will of the said *Nathaniel Matthew Knapp*, were or are limited, expressed, and declared of and concerning the Manors, Lands, and Hereditaments thereby devised to the said *Nathaniel Bogle French* and *John Maud*, and their Heirs, to such Uses as aforesaid, or such and so many of the same Uses, Estates, Trusts, Interests, and Purposes, Powers, Provisoos, Charges, and Declarations (except as aforesaid), as shall be then subsisting undetermined and capable of taking Effect, or as near thereto as the Deaths of Parties, the Change of Interests, and other intervening Accidents will admit; and as to any Copyhold Messuages, Lands, Tenements, and Hereditaments so to be purchased, as near as the Rules of Law or Equity, and the Custom of the Manor or respective Manors whereof the Copyhold Premises shall be holden will admit.

After Payment of the Sum herein mentioned, Residue to be paid into the Bank until proper Purchases can be made.

VII. And it is hereby further enacted and declared, That after retaining the said Sum of Six thousand six hundred and fifty Pounds, and Payment of the aforesaid Costs, Charges, and Expences, the said *Graham Hanmer* and *Henry Walden Hanmer*, or the Survivor of them, or his Heirs, Executors, or Administrators, shall pay all such Residue, if any, of the Monies arising from the Sale or Sales to be made as aforesaid, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Purchaser or Purchasers of the Estates of the said *Nathaniel Matthew Knapp* Esquire, deceased, pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; and that the said Surplus Money when so paid in shall be laid out in the Purchase of Navy or Victualling Bills, or Exchequer Bills; and that the Interest arising from the Money to be so laid out in the said Navy or Victualling Bills, and Exchequer Bills, and the Money to be received for the same Navy or Victualling Bills and Exchequer Bills, as they respectively shall be paid off by Government, shall be laid out in the Name of the said Accountant General, in the Purchase of other Navy or Victualling Bills; and that all the said Navy and Victualling Bills, and Exchequer Bills, shall be deposited in the Bank in the Name of the said Accountant General, and shall remain there until a proper Purchase or proper Purchases shall be found and shall be approved, as herein-before is directed, and until the same shall upon a Petition (setting forth such Approbation, and

and to be preferred to the said Court of Chancery in a summary Way, by the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased and of the Person or Persons who for the Time being shall be entitled to the Rents and Profits of the Hereditaments and Premises to be purchased with the same, or his, her, or their Guardian or Guardians) be ordered to be sold by the Accountant General for completing such Purchase, in such Manner as the said Court shall think just and direct; and that if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the original Purchase Money to be so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands and Hereditaments hereby directed to be purchased, in Case the same had been purchased pursuant to this Act, or to his, her, or their Representatives.

VIII. Provided always, That it shall be lawful for the Court of Chancery, and the said Court is hereby required to make an Order for taxing the Costs of the said Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Money out of the Bank, and of investing such Money in a new Purchase or Purchases as aforesaid, and for Payment of such Taxed Costs out of the said Money, or out of the Money arising by Sale of the Navy, Victualling, or Exchequer Bills, so to be purchased as aforesaid.

Taxing of  
Costs.

IX. And it is hereby further enacted and declared, That in the mean Time, and until the said Manors, Lands, and Hereditaments, hereby vested in the said *Graham Hanmer* and *Henry Walden Hanmer*, upon Trust, for Sale as aforesaid, shall be sold pursuant to the Trusts aforesaid, the same Manors, Lands, and Hereditaments respectively (subject to the Payment of the Interest now due, and which from Time to Time shall become due to the said several Mortgagees and Incumbrancers, on account of the Money due to the same Mortgagees and other Incumbrancers respectively) shall be held and enjoyed, and the Rents, Issues, and Profits thereof be received and taken by such Person and Persons as for the Time being, and from Time to Time would have been entitled thereto, in case this Act had not been passed.

Until Sale of  
Manors,  
Rents to be  
taken by the  
Persons en-  
titled thereto.

X. Provided always, and it is hereby further enacted, That if the said Trustees in and by this present Act nominated and appointed, or either of them, or any future Trustee or Trustees to be appointed in the Stead or Place of them, or either of them, as herein-after is mentioned, shall happen to die, or be desirous of being discharged of and from, or refuse, or decline, or become incapable to act in the Trusts hereby in him or them respectively reposed as aforesaid, or shall go to reside beyond Seas before the said Trusts hereby reposed in him and them shall be fully executed and performed or discharged, then and in such Case, and when, and as soon, and as often as the same shall happen, it shall and may be lawful to and for the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased, and after the Determination of his Estate by his Death or otherwise, then to and for the Person or Persons who for the Time being shall be entitled to receive the Rents, Issues, and Profits of the Lands and Hereditaments hereby

Appointment  
of Trustees in  
case of Death,  
&c.

hereby vested in the said *Graham Hanmer* and *Henry Walden Hanmer*, until the same shall be sold as aforesaid; and during the Minority of any such Person or Persons respectively, to and for the said Trustees for the Time being, or the Survivor of them, his Heirs or Assigns, by some Writing or Writings under his, her, or their Hand and Seal, or Hands and Seals, and to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, going to reside beyond the Seas, or refusing, declining, or becoming incapable to act as aforesaid; and that when, and as soon, and as often as any new Trustee or Trustees shall be nominated and appointed as aforesaid, and as soon as such Nomination and Appointment shall be approved and confirmed by the said Court of Chancery, by an Order to be made in a summary Way, upon the Petition of the Person or Persons making such Nomination and Appointment, then and immediately all the Trust Estates, Monies, and Premises which shall then be vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, or going to reside beyond Seas as aforesaid, either solely or jointly with the other Trustee or Trustees, shall thereupon, with all convenient Speed, be conveyed, paid, assigned, and transferred in such Sort and Manner, and so that the same shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises respectively, and such new or other Trustee or Trustees; or if there shall be no continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises, then in such new Trustees only, upon the same Trusts, and for the same Intents and Purposes as are herein-before declared, of and concerning the same Trust Estates, Monies, and Premises respectively, the Trustee or Trustees whereof shall so die, or be desirous of being discharged, or refuse, decline, or become incapable to act, or go to reside beyond Seas as aforesaid, or such and so many of the same Trusts as shall or may be then subsisting, and capable of taking Effect; and that every such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts to which he and they respectively shall be appointed, in Conjunction with the other then surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises respectively, if there shall be any such surviving or continuing Trustee or Trustees; and if there shall be none, then by himself or themselves, as fully and effectually, and with all the same Power and Powers, Authority and Authorities, Discretion, and Right and Rights of giving or signing Receipts for the Indemnity of Purchasers whatsoever, to all Intents, Effects, Constructions, and Purposes whatsoever, and as fully and effectually, as if he or they had been originally in and by this Act nominated a Trustee or Trustees, for the Purposes for which such new Trustee or Trustees respectively shall be appointed a Trustee or Trustees, and as the Trustee or Trustees hereby appointed, his or their Heirs, Executors, or Administrators, in or to whose Place such new Trustee or Trustees respectively shall respectively come or succeed, are or is enabled to do, or could or might have done, under and by virtue of this Act, if then living and continuing to act in the Trusts hereby reposed in him or them, any Thing herein-before contained to the contrary thereof in anywise notwithstanding.

XI. And

XI. And it is hereby provided and enacted, That the said several Trustees hereby nominated and appointed, and the Trustees to be appointed by virtue of the Provision last herein-before contained, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, respectively shall be charged and chargeable only for such Monies as the same Trustees respectively shall actually receive, by virtue of the Trusts hereby reposed in him and them, and that no One or more of them shall be answerable or accountable for the other or others of them, or any or either of them, for the Acts, Receipts, Neglects, or Defaults of the other or others of them; but each and every of them only and respectively for his and their own Acts, Receipts, Neglects, or Defaults respectively, and that they shall not, nor shall any One of them, be answerable or accountable for any Misfortune, Loss, or Damage which may happen in the Execution of the aforesaid Trusts, or in Relation thereunto, except the same shall happen by or through his or their own wilful Default respectively; and then and in that Case each Person respectively shall singly and alone be answerable for such Loss or Damage as shall arise from his or her own Default: And also that it shall and may be lawful to and for the said Trustees hereby appointed, and such future Trustee or Trustees to be appointed as aforesaid, and every or any of them, their and every of their Heirs, Executors, Administrators, and Assigns, by and out of the Monies which shall come to his and their respective Hands by virtue of the Trusts aforesaid, to deduct, retain, and reimburse to and for himself and themselves respectively, and also to allow to his and their Co-trustee and Co-trustees all Costs, Charges, Damages, and Expences which he or they, or any of them, shall or may suffer, sustain, expend, disburse, and lay out, in or about the Execution of the aforesaid Trusts or in Relation thereunto.

Trustees answerable only for their own Acts.

XII. Saving always and reserving to the King's most Excellent Majesty, his Heirs and Successors, and all and every other Person and Persons, Bodies Politick and Corporate; and his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except to the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased; and the said *Matthew Knapp*, and other Sons of the said *Primatt Knapp*, and the Heirs Male of the respective Bodies of the said *Matthew Knapp*, and other Sons of the said *Primatt Knapp*, the Son of the said *Primatt Knapp* the Elder, deceased; and to the said *John Leonard Knapp*, and his First and other Sons, and the Heirs Male of their respective Bodies; and other than and except to the Trustee or Trustees for preserving contingent Remainders; and to such other Person or Persons whomsoever, as have or hath, or shall or may claim any Estate, Right, Title, Use, Trust, or Demand of, into, or out of the said Hereditaments and Premises, hereby vested in the said *Graham Hanmer*, and *Henry Walden Hanmer*, their Heirs and Assigns, in Trust, to be sold as aforesaid, or any Part of the same, under or by virtue of the said recited Will of the said *Nathaniel Matthew Knapp*), all such Estate, Right, Title, Claim, and Demand whatsoever, of, in, to, or out of the said Premises, or any Part thereof, as he, she, and they respectively, or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed, in case the same had not been made.

General Saving.

1750

41<sup>o</sup> GEORGI II III. *Cap.* 100.

Publick Act.

XIII. And be it further enacted, That this Act shall be deemed and taken to be a Publick Act, and all Judges, Justices, and other Persons, are hereby required to take Notice of it as such without specially pleading the same.

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