



ANNO QUADRAGESIMO SECUNDO

GEORGI III. REGIS.

Cap. 118.

An Act for vesting divers Freehold and Leasehold Messuages, Pieces or Parcels of Ground, and Hereditaments, situate in several Parishes in the County of *Middlesex*, heretofore the Estates of *Thomas Taylor* Esquire, the Father, and *Thomas Taylor* Esquire, the Son, both deceased, and several Leasehold Messuages in the same County, heretofore the Estate of *Sarah Otway* Widow, deceased, in Trustees to be sold, under the Direction of the High Court of Chancery; and for applying the Purchase Money according to the Directions of the said Court, such Directions to be given upon Application in a summary Way. [26th June 1802.]

WHEREAS by an Act passed in the Twentieth Year of the Reign of King George the Second, intituled, *An Act for raising Money* 20 Geo. 2^d
by Leasing or Sale of the Estates, late of *Thomas Taylor* Esquire, the Father, and *Thomas Taylor* Esquire, the Son, deceased, to discharge the Debts and Incumbrances affecting the same, and for making a Partition of such Estates, or so much thereof as should not be sold, for the Purposes
[Loc. & Per.] 24 M aforesaid,

aforesaid, reciting that *Thomas Taylor* the Father, late of *Kensington* in the County of *Middlesex* Esquire, deceased, made his Will, dated the Twenty-sixth Day of *October* One thousand seven hundred and sixteen, and thereby devised to his Wife *Sarah Taylor*, all that his Estate in *Saint Martin's Street* in the Parish of *Saint Martin in the Fields* in the said County of *Middlesex*, for her Life, with Remainder to his Son *Thomas Taylor*, his Heirs and Assigns for ever; and also devised unto his said Son *Thomas Taylor*, his Heirs and Assigns for ever, all that his Fee Simple Estate in *Red Lion Fields* and elsewhere in the Parish of *Saint Andrew Holborn* in the said County of *Middlesex*, and all his Fee Simple Estate in *Kensington Square* or elsewhere in the Parish of *Kensington* in the same County (together with other Hereditaments); and also reciting, that the said Testator also gave unto the said *Thomas Taylor* his Son (together with other Leasehold Premises), his Leasehold Estate in *Red Lion Fields* and elsewhere in the said Parish of *Saint Andrew Holborn*; and that the said Testator charged the said several Estates so given and bequeathed to his said Son, with the Payment of the several Legacies therein-after given to his Three Daughters thereafter mentioned, together with Interest for the same; and he gave and bequeathed to his Daughter *Maria* Five hundred Pounds, and to his said Daughter *Maria* the further Sum of Five hundred Pounds to be paid her within Six Years next after his Decease, if she should be dutiful and obedient to her Mother; and he gave unto his Daughter *Anne* Two thousand Pounds; and he gave unto his Daughter *Sophia* Two thousand Pounds; and after giving some pecuniary Legacies, the said Testator gave, devised, and bequeathed all the Rest and Residue of his Estate whatsoever, both Real and Personal, not therein-before given, devised, and bequeathed, after his Debts and Funeral Expences were paid, unto his said Wife *Sarah Taylor* for her Life, with Remainder to his said Son *Thomas Taylor*, his Executors, Administrators, and Assigns; and he made his said Wife *Sarah Taylor* and his said Son *Thomas Taylor* Executors of his said Will; and also reciting, that the said *Thomas Taylor* the Father, by a Codicil to his said Will, dated the said Twenty-sixth Day of *October* One thousand seven hundred and sixteen, devised to his said Wife *Sarah* the Messuage wherein he then dwelt in *Kensington*, together with the Coach Houses, Stables, Garden, Yard, and Premises thereunto belonging, Remainder to his said Son *Thomas*, his Heirs and Assigns for ever; and reciting, that in or about *November* One thousand seven hundred and sixteen the said *Thomas Taylor* the Father died, and the said *Sarah Taylor* his Widow, and the said *Thomas Taylor* his Son, duly proved his said Will and Codicil in the Prerogative Court of *Canterbury*; and reciting, that the said *Thomas Taylor* the Son made his last Will in Writing, dated the Thirteenth Day of *February* One thousand seven hundred and nineteen, and thereby willed that his Debts be in the First Place paid, and devised all his Messuages, Lands, Tenements, and Hereditaments whatsoever, both Freehold and Leasehold, unto *Richard Farwell* and *Nathan Hickman*, their Heirs, Executors, Administrators, and Assigns, for ever, subject nevertheless to such Estates therein as his Wife and Mother respectively had for their Lives, upon Trust, that they the said Trustees should, during the Life of his Wife *Jane Taylor*, raise and pay to her the yearly Sum of Two hundred Pounds, to make her Jointure of Three hundred Pounds *per Annum* Five hundred Pounds *per Annum*; and that they his said Trustees should, during the Life of his Half Sister *Elizabeth Edwards*,

raise and pay to her the yearly Sum of Ten Pounds; and upon further Trust that the said Trustees should by an absolute Sale of all and singular his Messuages, Tenements, and Grounds at *Kensington*, or of so much thereof as should be necessary, and by and out of the Purchase Money, and until such Sale by and out of the Rents and Profits thereof, raise and pay unto his Sister *Maria Taylor*, the Sum of One thousand Pounds, to make her Portion equal to the Portion of his other Sisters that were given and provided for them by the Will of his said Father; and upon further Trust, that his said Trustees should out of the Residue of such Purchase Money and Profits, raise and pay unto his Sisters the several Legacies or Sums of Money given to them by the Will of his said Father; and his the same Testator's Will was, that his said Trustees should convey and settle all the Rest and Residue of the said Trust Estate upon his Daughter *Jane Taylor* and her Issue in Tail, in the Manner in the said Will mentioned; Remainder to his Sisters *Maria Taylor*, *Anne Taylor*, and *Sophia Taylor* equally, as Tenants in Common, for their respective Lives; Remainder to their respective Sons in Tail General; Remainder to their respective Daughters in Tail General, with Cross Remainders of the Part of any of them his said Sisters dying without Issue to the others of them his said Sisters equally, and the Heirs of their Bodies as aforesaid; and that the Reversion in Fee Simple be conveyed to and vest in his own right Heirs for ever; and his Will was, that proper Limitations be made to preserve contingent Remainders; and the said *Thomas Taylor* the Son appointed his said Wife *Jane*, during her Widowhood, and the said *Richard Farwell* and *Nathan Hickman*, his Executors; and further reciting, that the said *Thomas Taylor* the Son departed this Life in the Year One thousand seven hundred and twenty, without revoking or altering his said Will; and after his Decease his said Executrix and Executors duly proved the same in the Prerogative Court aforesaid; and further reciting, that the said *Jane Taylor* the Daughter departed this Life soon after the Death of the said *Thomas Taylor* her Father, an Infant and unmarried; and also reciting, that Suits were commenced in the High Court of Chancery, wherein the said *Maria Taylor* and *Anne Taylor* Spinster, and *Jane Taylor* Widow, were Plaintiffs, and the said *Sarah Taylor* Widow, *Sophia Taylor*, then an Infant, by her Guardian *Richard Farwell*, and *Nathan Hickman*, were Defendants, and between the said *Sarah Taylor* Widow and *Sophia Taylor* Spinster, then an Infant, by her next Friend, Plaintiffs, and the said *Jane Taylor* Widow, *Richard Farwell*, *Nathan Hickman*, *Maria Taylor*, and *Anne Taylor* Spinster, Defendants; and that by the Decree made on hearing the said Causes the First Day of *May* One thousand seven hundred and twenty-four, it was referred to Master *Holford*, One of the Masters of the said Court, to take an Account of the Personal Estate of the said *Thomas Taylor* the Father, and to enquire what Debts the said Testator *Thomas Taylor* the Father owed, and what of the said Debts had been since paid; and also reciting, that after the said Decree the said *Nathan Hickman* departed this Life, and the said *Maria Taylor* intermarried with *William Byrd* Esquire, and the said *Anne* intermarried with *Francis Otway* Esquire, and the said *Sophia* intermarried with *Charles Hayes* Esquire; and reciting, that after the said Intermarriages, the said Suits and Proceedings were duly revived; and reciting, that after the Death of the said *Nathan Hickman*, the joint Accounts of the said *Richard Farwell* and *Nathan Hickman*, concerning the said Trust Estates to the said *Nathan Hickman's* Death, and

and also the Account of the said *Richard Farwell* from the Death of the said *Nathan Hickman* concerning the said Trust Estates, were passed before the said Master, as by his Report of the Eighth Day of *March* One thousand seven hundred and thirty-three appeared; and reciting, that by an Order made the Twenty-sixth Day of *October* One thousand seven hundred and thirty-four, in the said revived Causes, it was ordered, that the said *Richard Farwell* should convey the said Trust Estates to One or more new Trustee or Trustees, to be approved of by the said Master, who was likewise to approve of the Conveyances to be executed to such new Trustee or Trustees; and reciting, that the said Master by his Report dated the Twenty-third Day of *December* One thousand seven hundred and thirty-four, certified, that *George Lord Carpenter* of the Kingdom of *Ireland*, and *John Pratt* of *Wilderness* in the County of *Kent* Esquire, having been named before him as Trustees of the said Trust Estates in the Stead of the said Defendant *Farwell*, he had approved of them accordingly, and had also approved of Conveyances of the said Trust Estates from the Defendant *Farwell* to the said *George Lord Carpenter* and *John Pratt*, by Indentures of Lease and Release, the Lease bearing Date the Day of the Date of the same Report, and the Release bearing Date the next Day, and made between the said *Richard Farwell*, of the First Part; the said *William Byrd* and *Maria* his Wife, *Francis Otway* and *Anne* his Wife, and *Charles Hayes* and *Sophia* his Wife, of the Second Part; and the said *George Lord Carpenter* and *John Pratt*, of the Third Part; and further reciting, that the said Indentures of Lease and Release had been executed by the said *Richard Farwell*; and further reciting (among other Things), that the said *Charles Hayes* had departed this Life, leaving the said *Sophia* his Wife him surviving; and reciting that the said Master *Holford* made a general Report in the said Causes, dated the Fourteenth Day of *February* One thousand seven hundred and forty three, and thereby certified (amongst other Things), that the said Testator *Thomas Taylor* the Father, was at the Time of his Decease possessed of or entitled to several Leasehold Messuages or Tenements in *New North Street*, *East Street*, and *Bedford Court*, in the County of *Middlesex*, held of the Trustees of *Bedford School*, in which a Term of about Seventeen Years was then to come, and which were let at several yearly Rents amounting to Three hundred and fifty-four Pounds; and the said Master found that over and besides the Sums of One hundred and four Pounds Eighteen Shillings and Nine-pence, and Eighty-one Pounds Eighteen Shillings and Ten pence Three Farthings, due to the said Defendant *Sarah Taylor*, and the Estate of the said *Thomas Taylor* the Son as therein mentioned, there remained unsatisfied of the Debts of the said *Thomas Taylor* the Father, several Sums of Money amounting to Five thousand four hundred Pounds, the Particulars whereof were set forth in the Seventh Schedule to the said Report, which being added to the said One hundred and four Pounds Eighteen Shillings and Nine-pence, and Eighty-one Pounds Eighteen Shillings and Ten-pence Three Farthings, the same amounted together to the Sum of Five thousand five hundred and eighty-six Pounds Seventeen Shillings and Seven-pence Three Farthings; and he found that the said *Thomas Taylor* the Father was in his Life-time and to the Time of his Death seised in Fee of several Freehold Ground Rents, amounting in the Whole to Three hundred and thirty-eight Pounds Eight Shillings a Year, subject to the several Mortgages made by him thereon;

thereon; and he also found that the said *Thomas Taylor* was in his Lifetime and to the Time of his Death seised in Fee of several Freehold Houses, amounting in the Whole to Five hundred and nineteen Pounds a Year, subject to the Mortgages made by him thereon; and the said Master also found that the said *Thomas Taylor* the Father was in his Lifetime and at the Time of his Decease, seised in his Demesne as of Fee of the Ground Rents of several Houses in *Red Lion Square, Red Lion Street, Bedford Street, Gray's Inn Passage, Lamb's Conduit Passage, Orange Street, Bloomsbury Passage, Drake Street, and Devonshire Street*, in the said County of *Middlesex*, amounting in the Whole to Three hundred and eighty-two Pounds Four Shillings a Year; and he found that the said *Thomas Taylor* the Father was at his Death seised in Fee of several Freehold Houses in *Red Lion Square, Red Lion Street, Drake Street, Devonshire Street, and Theobald's Row*, in the said County of *Middlesex*, amounting together to the yearly Rent of Five hundred and twenty-eight Pounds; and he found that the said *Thomas Taylor* the Father was at his Death seised in Fee of several Freehold Houses at *Kensington*, in the County of *Middlesex*, let in the Whole at Two hundred and thirty-nine Pounds Ten Shillings a Year, and also to a Messuage, with the Appurtenances, in *Kensington* aforesaid, which the said Defendant *Sarah Taylor* was entitled to for her Life, and which was computed worth the yearly Rent of Twenty-five Pounds; and also reciting that the said *William Byrd* had departed this Life, leaving Issue by the said *Maria* his Wife, who had survived him, One Son, named *William*, an Infant, and Three Daughters, named *Anne, Maria, and Jane*; which said *Anne* had intermarried with *Charles Carter* Esquire, and the said *Maria* intermarried with *Landon Carter* Esquire, and was dead, leaving Issue by him a Daughter, named *Maria*, an Infant; and the said *Jane* was still an Infant; and the said *Francis Otway* had Issue by the said *Anne* his Wife only One Son, named *Francis*, an Infant; and the said *Sophia* had Issue by the said *Charles Hayes*, her late Husband, only One Daughter named *Sarah*, an Infant; and reciting, that the said several Sums of Five hundred Pounds, Five hundred Pounds, Two thousand Pounds, Two thousand Pounds, and One thousand Pounds, given to the said *Maria Byrd, Anne Otway, and Sophia Hayes* by the said Wills as aforesaid, were still due, with an Arrear of Interest; and reciting, that several Principal Sums of Money amounting to Five thousand six hundred Pounds, were due on the several Mortgages made by the said *Thomas Taylor* the Father, on several of his Estates devised by his said Will to the said *Thomas Taylor* the Son, which several Mortgages are particularly specified in the Schedule under the said Act, being the same Particulars as are comprised in the said Seventh Schedule to the said last mentioned Report, but by Mistake in casting up the said Seventh Schedule to such Report, the Amount of the said several Mortgages was set down at the Foot of the said Seventh Schedule to the said Report to be Five thousand four hundred Pounds, although the same, on casting up thereof, amounted to Five thousand six hundred Pounds; and further reciting, that the said *Sarah Taylor*, who had an Estate for Life in Part of the Estates devised by the Will of the said *Thomas Taylor* the Father, had departed this Life, having first made her last Will in Writing, and thereof made the said *Sophia Hayes* her Executrix and residuary Legatee, it was by the said Act of Parliament enacted, that all and every the Freehold Messuages, Tenements, Grounds, and Hereditaments, late the Estate of

the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, in the said County of *Middlesex* devised by their said Wills as aforesaid, should, from and after the Twenty-fifth Day of *March* One thousand seven hundred and forty-seven, be vested in and settled upon the said *George Lord Carpenter* and *John Pratt*, their Heirs and Assigns, to the Use of them their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted of, from, and against all the Uses, Trusts, Powers, Provisoos, Limitations, Remainders, and Contingencies in and by the said Will of the said *Thomas Taylor* the Son, limited, created, expressed, and declared of and concerning the same (save and except the said yearly Rent Charges of Three hundred Pounds and Two hundred Pounds, limited and devised to the said *Jane Taylor* as aforesaid for her Life, and except the said Annuity of Ten Pounds given to the said *Elizabeth Edwards* for her Life as aforesaid) nevertheless, on the Trusts therein after declared concerning the same; and that the said Leasehold Premises held as aforesaid from or under the said Trustees of *Bedford School*, and likewise other Leasehold Premises therein mentioned, should, from the said Twenty-fifth Day of *March* One thousand seven hundred and forty-seven, be vested in the said *George Lord Carpenter* and *John Pratt*, their Executors, Administrators, and Assigns, for the Remainder of the several Terms of Years therein respectively then to come, discharged and acquitted of all the Trusts and Charges the same were subject or liable to by the Wills of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, or either of them, upon Trust nevertheless as to the said Leasehold Premises, that the same Trustees respectively should with all convenient Speed sell the same, and apply the Money arising by such Sale or Sales in Manner therein-after directed; and it was thereby further enacted, that the said Freehold Messuages, Tenements, Grounds, and Hereditaments, so thereby vested in the said *George Lord Carpenter* and *John Pratt*, their Heirs and Assigns, were so vested in them upon Trust, that they the same Trustees respectively should lease the same in Manner therein mentioned; and it was thereby further enacted, that all the Monies to arise by Sale of the said Leasehold Premises, and from Fines for Leases of the said Freehold Premises, after deducting certain Charges and Expences, should be paid and applied in the First Place in Discharge of the said several Mortgages made by the said *Thomas Taylor* the Father, and in the said Schedule thereunder particularly mentioned, and afterwards to discharge the said Sums of One hundred and four Pounds Eighteen Shillings and Nine-pence, and Eighty-one Pounds Eighteen Shillings and Ten-pence Three Farthings, so reported due to the said *Sarah Taylor*, and the Estate of the said *Thomas Taylor* the Son, respectively as aforesaid, and in the next Place to discharge the said Legacies of Five hundred Pounds, Five hundred Pounds, and One thousand Pounds, Two thousand Pounds, and Two thousand Pounds, given to the said *Maria Byrd*, *Anne Otway*, and *Sophia Hayes* respectively as aforesaid, and the Interest due and to grow due thereon; and it was further enacted, that if the said *George Lord Carpenter* and *John Pratt*, or the Survivor of them, or the Heirs or Assigns of the Survivor of them, should not within the Space of One Year, to be computed from the said Twenty-fifth Day of *March* One thousand seven hundred and forty-seven, raise by Sale of the Leasehold Premises held from or under the Trustees of *Bedford School* as aforesaid, and under the other Leases therein mentioned, and by leasing the said Freehold Premises thereby vested in them,

as aforesaid, sufficient Money to discharge the Costs of that Act, and the said Debts, Legacies, and Incumbrances, and the Interest due and to grow due thereon, then and in such Case it should and might be lawful to and for the said *George Lord Carpenter* and *John Pratt*, or the Survivor of them, or the Heirs and Assigns of such Survivor, at any Time or Times after the Expiration of the said One Year, to sell and dispose of such and so many of the said Freehold Messuages, Lands, Tenements, Hereditaments, and Premises so thereby vested in them as aforesaid, as should be necessary for that Purpose, and should apply and dispose of the Money as should arise by every such Sale or Sales towards discharging so much of the said Mortgages, Incumbrances, and Legacies, and the Interest thereof, as the Money raised by Sale of the said Leasehold Premises held of the Trustees of *Bedford School*, and under the said other Leases as therein mentioned, and the Fines taken on such Leases as should be made in pursuance of that Act, should fall short to pay and satisfy, and should lay out, apply, and dispose of the Residue and Surplus of the Monies as should arise by such Fines, Sale, or Sales, as should remain after Payment of the Costs of that Act, and the Debts, Legacies, Incumbrances, and Interest therein before directed to be satisfied and discharged thereout, in the Purchase of Lands, Tenements, and Hereditaments, in Fee Simple in Possession, and should divide and settle the Lands, Tenements, and Hereditaments so to be purchased, and also so much and such Part of the said Freehold Messuages, Lands, Tenements, Hereditaments, and Premises thereby vested in them the same Trustees as aforesaid, as should remain unsold and undisposed of, in Manner, and to, for, upon, and subject to the like Uses, Trusts, Estates, and Limitations, as are therein-after limited, expressed, and declared, of and concerning the said Messuages, Lands, Tenements, and Hereditaments therein-after directed to be divided and settled, or such and so many thereof as should be then existing undetermined and capable of taking Effect; and it was thereby further enacted, that they the said *George Lord Carpenter* and *John Pratt*, their Heirs and Assigns, should, within Three Years next after the Costs of that Act, and all the said Mortgages then affecting the said Premises, and the said Sums of One hundred and four Pounds Eighteen Shillings and Nine-pence, and Eighty-one Pounds Eighteen Shillings and Ten-pence Three Farthings, due to the said *Sarah Taylor* and the Estate of the said *Thomas Taylor* the Son as aforesaid, and the said several Legacies, and the Interest due and to grow due thereon, should be fully paid and satisfied, make or cause to be made a Partition, Severance, and Division of all the said Freehold Messuages, Lands, Tenements, and Hereditaments, as should then be unsold and remain vested in them and their Heirs, in such Manner as is therein-after mentioned, in Three Lots, which were to be drawn as therein directed, and should by proper Conveyances and Assurances in the Law convey and assure the Messuages, Lands, Tenements, and Hereditaments comprised in the Schedule, to be drawn as the First Lot, to the Use of the said *Maria Byrd* for Life, Remainder to Trustees to preserve contingent Remainders, Remainder to her First and other Sons in Tail General, with divers Remainders over; and also should convey and assure the Messuages, Lands, Tenements, and Hereditaments in the Second Lot to be comprised, to the Use of the said *Anne Otway* for Life, Remainder to Trustees to preserve contingent Remainders, Remainder to her First and other Sons in Tail General, with divers Remainders over; and should likewise convey and assure the Messuages, Lands, Tenements, and Hereditaments

to be comprised in the Third Lot to the Use of the said *Sophia Hayes* for Life, Remainder to Trustees to preserve contingent Remainders, Remainder to her First and other Sons in Tail General, Remainder to the respective Daughter and Daughters of the said *Sophia Hayes* in Tail General, as Tenants in Common, with divers Remainders over :

And in the Schedule to which the said Act refers there is mentioned to be

Principal Money remaining due on Mortgage and } Bond to Mr. <i>Shetterden</i> - - - - -	£. 2,900
Ditto to Mr. <i>Vaux</i> - - - - -	500
Ditto Mr. <i>Brown</i> - - - - -	700
Ditto Serjeant <i>Birch</i> - - - - -	1,500
Making in all	£. 5,600

And whereas the said *George Lord Carpenter* died, leaving the said *John Pratt* his Co-trustee named in the said Act of Parliament him surviving, and the said *John Pratt* died in the Year One thousand seven hundred and seventy, leaving *John Pratt* Esquire, his eldest Son and Heir at Law him surviving, whereupon the Fee Simple of the Freehold Estates heretofore of the said *Thomas Taylor* the Father, and *Thomas Taylor* the Son, comprised in the said Act of Parliament, descended upon and came to the said *John Pratt* the Son, upon the Trusts and for the Purposes in the said Act mentioned : And whereas by Indentures of Lease and Release, dated the Seventh and Eighth Days of *February* One thousand seven hundred and fifty-three, the Release being of Three Parts, and made between the said *Francis Otway* the elder and *Anne* his Wife, and the said *Francis Otway* the younger, Esquire, who had then attained his Age of Twenty-one Years, of the First Part, and the several Persons therein named of the Second and Third Parts, and by a Common Recovery suffered in pursuance thereof in *Hilary* Term in the Twenty-sixth Year of the Reign of His late Majesty King *George* the Second, wherein the said *Francis Otway* the younger was vouched, the equitable Intail and Remainders over then subsisting in One undivided Third Part of and in all and singular the said Freehold Estates comprised in the said Act of Parliament were barred, and the same Third Part (subject to the Proportion of the Incumbrances on the Entirety of the same Estates) was limited and settled to the Use of the said *Anne Otway* for her Life, with Remainder to the Use of the said *Francis Otway* the younger in Tail General, with Remainder to the Use of the said *Francis Otway* the elder for his Life, with Remainder to the Use of the Heirs and Assigns of the said *Francis Otway* the younger : And whereas by Indenture of Seven Parts, dated the Twelfth Day of *May* One thousand seven hundred and fifty-three, and made between the said *Francis Otway* the elder and *Anne* his Wife, of the First Part ; the said *Francis Otway* the younger, of the Second Part ; the aforesaid *Sarah Hayes* Spinster, of the Third Part ; and the several Persons therein named, of the other Parts ; and by a Fine therein covenanted to be, and which was accordingly afterwards levied by the said *Francis Otway* the elder and *Anne* his Wife, and *Francis Otway* the younger, the said One undivided Third Part of them the said *Francis Otway* the elder and *Anne* his Wife, and *Francis Otway* the younger, of and in all and singular
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the said Freehold Estates comprised in the said Act of Parliament, was settled and limited (but subject to such Proportion as aforesaid of and in the said Incumbrances) from and after the Marriage then intended, and which was soon after solemnized between the said *Francis Otway* the younger and *Sarah Hayes*, to the Use and Intent that the said *Anne Otway* should receive, for the joint Lives of herself and the aforesaid *Jane Taylor*, the Widow of the said *Thomas Taylor* the Son, the annual Rent of Two hundred Pounds; and in case the said *Anne Otway* should survive the said *Jane Taylor*, then the annual Rent of Three hundred Pounds during the Life of her the said *Anne Otway*, with Remainder to the Use of Trustees for the Term of One hundred Years, for better securing the said annual Rents of Two hundred Pounds and Three hundred Pounds, which Term is determined by the Death of the said *Anne Otway*, by virtue of a Proviso for ceasing the same Term on that Event; with Remainder to the Use of other Trustees for the Term of Four hundred Years, upon Trust for raising the Sum of Three thousand Pounds for the Benefit of the said *Francis Otway* the younger, whenever thereto required by him; with Remainder to the Use of the said *Francis Otway* the younger for his Life, without Impeachment of Waste; with Remainder to the Use of Trustees and their Heirs during his Life to preserve contingent Remainders; with Remainder to the Use that the said *Sarah Hayes*, if she should survive the said *Francis Otway* the younger, might receive, for the joint Lives of herself and the said *Jane Taylor*, the annual Rent of Two hundred Pounds; and if the said *Sarah Hayes* should survive the said *Jane Taylor* or the said *Anne Otway*, then during the Life of the said *Sarah Hayes*, the annual Rent of Three hundred Pounds, with Remainder to the Use of *Marsh Dickinson* and *Henry Otway*, for the Term of Two thousand Years, upon Trust for better securing the said annual Rent of Two hundred Pounds, or Three hundred Pounds, as the Case should happen, therein-before limited to the said *Sarah Hayes* for her Life; and upon further Trust for raising Six thousand Pounds for the Portions of Two or more Daughters of the said then intended Marriage, in Default of Issue Male, to be paid to them equally at Twenty-one or Marriage; with Remainder to the Use of such Son or Sons of the said then intended Marriage, and the Heirs Male of the Body and Bodies of such Son or Sons, as the said *Francis Otway* the younger, by any Deed or Deeds by him sealed and delivered in the Presence of Two or more credible Witnesses, should direct or appoint; with Remainder to the Use of the First and other Sons of the said then intended Marriage successively in Tail Male; with Remainder to the Use of the said *Francis Otway* the younger, his Heirs and Assigns for ever: And whereas the said *Francis Otway* the elder and *Anne* his Wife, died in the Lifetime of the said *Francis Otway* the younger, and he the said *Francis Otway* the younger made his last Will and Testament in Writing, dated the Thirtieth Day of *March* One thousand seven hundred and seventy-one, but not executed according to the Statute of Frauds and, which was in Part as follows; 'I give and bequeath in Trust to my dearly beloved Wife *Sarah Otway*, my esteemed Mother-in-law Mistress *Sophia Baynham*, and my eldest Daughter *Ann Otway*, Thirteen thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and a Security for Seven hundred Pounds on the Estate of the late Major *Thomas Taylor* in *Saint Martin in the Fields*, for the Purposes following; *videlicet*, that Two thousand Pounds Stock of the Three

Will of
Francis Otway
the younger.

Pounds *per Centum* Consols shall be transferred to each of my Six elder Daughters upon their arriving at the Age of Twenty-one Years or Day of Marriage (if sooner), with the Consent and Approbation of their Mother, or with the Consent of their Grandmother in case she should survive their Mother, in lieu of all Demands whatsoever under the Marriage Settlement, wherein a Provision is made for younger Children; I likewise give to my youngest Daughter, and the Child whereof my Wife is now pregnant, in case it proves a Daughter, the Value at this Date of Two thousand Pounds Three *per Centum* Consols to each of these Daughters respectively, upon the same Conditions and for the same Purposes as aforesaid; and that the same may be provided for from the Surplus above mentioned, and from the Powers under my Marriage Settlement, I hereby appoint that their Mother shall receive the Interest of these Monies for their respective Educations till they arrive at Twenty-one Years of Age, or conditional Marriage above mentioned; I do hereby recommend it to my dearly beloved Wife, as she will be empowered to do the same by her Will, that she will give the further Sum and Sums of One thousand Pounds to each and every of her Daughters, who shall behave in a dutiful Manner, and conduct themselves by her Advice and Instructions; and the said Testator *Francis Otway* of his said Will appointed the said *Sarah Otway* his Wife Sole Executor: And whereas the said *Sarah Otway* was some short Time after the making the said Will of the said *Francis Otway* the younger, delivered of the Child of which she was at that Time *enseint*, and which proved to be a Daughter, and was afterwards called *Jane*: And whereas the said *Francis Otway* the younger died in *March* One thousand seven hundred and seventy-three without Issue Male, but leaving Issue by his said Wife Eight Daughters, namely *Ann, Sarah, Sophia, Alicia, Aurea, Grace, Maria,* and *Jane*, his Coheiresses at Law; and soon after his Death the said *Sarah Otway* his Widow proved his said Will in the Prerogative Court of *Canterbury*: And whereas the said *Sophia Baynham*, formerly *Sophia Taylor*, One of the Daughters of the said *Thomas Taylor* the Father, died soon after the said *Francis Otway* the younger, that is to say, in the Month of *April* One thousand seven hundred and seventy-three; and upon her Death One undivided Third Part of the Freehold Estates of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, comprized in the said Act of Parliament, descended to and became vested in the said *Sarah Otway*, as Tenant in Tail under the Will of the said *Thomas Taylor* the Son: And whereas One other undivided Third Part of the said Freehold Estates, being vested in the said *Francis Otway* the Son at the Time of his Death, and the Reversion thereof having been limited, by the said Settlement of the Twelfth Day of *May* One thousand seven hundred and fifty-three, to him and his Heirs, and he not having made any Disposition thereof, the same did upon his Death become vested in his aforesaid Eight Daughters in Possession as his Coheiresses at Law: And whereas the said *Maria Byrd*, who survived her aforesaid Husband *William Byrd*, died in the Life-time of the said *William Byrd* her Son, whereupon the said *William Byrd* the Son became entitled to One undivided Third Part of the said Freehold Estates of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, as Tenant in Tail General under the Will of the said *Thomas Taylor* the Son: And whereas in the Year One thousand seven hundred and seventy-three, a Bill was exhibited in the said Court of Chancery by the said *Maria Otway*

way and Jane Otway, the Two youngest Daughters of the said Sarah Otway, by their next Friend, against the said Sarah Otway the Mother, and Ann Otway, Sarah Otway, Sophia Otway, Alicia Otway, Aurea Otway, and Grace Otway, the Six other Children of her the said Sarah Otway, and other Persons, whereby, after stating the aforesaid Act of Parliament, and in Part to the Effect herein-before set forth, and also stating that the said William Byrd the Son advertised his Third Part of the said Freehold Estates of the said Thomas Taylor the Father and Thomas Taylor the Son to be sold by Auction, soon after the Death of the said Francis Otway the Son and Sophia Baynham, and One Third Part of the said Estates being then vested in the said Sarah Otway, and One other Third Part thereof being then vested in her said Eight Daughters as before mentioned, she the said Sarah Otway conceived it would be beneficial to her and her said Eight Daughters, that the said William Byrd's Third Part of the said Estates should be purchased by her, but not having Money ready for completing the Purchase, it was prayed (amongst other Things) that an Enquiry might be made whether it would be for the Benefit of the said Eight Infant Daughters, that all or any Part of the Thirteen thousand Pounds Bank Annuities therein mentioned (meaning the Thirteen thousand Pounds Three Pounds *per Centum* Consolidated Annuities mentioned in the said Will of the said Francis Otway the younger) should be lent to the said Sarah Otway (their Mother) to enable her to purchase the said One Third Part of the said Estates belonging to the said William Byrd, upon her giving Real Security for the same, and in case it should appear for their Benefit, that the same might be lent accordingly: And whereas a Decree was made in the said last mentioned Cause on the Twenty-fourth Day of December One thousand seven hundred and seventy-three, and the Defendant Sarah admitting Assets of her said Testator, it was thereby declared, that the said Testator's Six eldest Daughters, the Defendants Ann, Sarah, Sophia, Alicia, Aurea, and Grace Otway, were each entitled to Two thousand Pounds Bank Three Pounds *per Centum* Consolidated Annuities; Part of Thirteen thousand Pounds like Annuities, whereof the said Testator was possessed at the Time of making his Will, and which were then standing in his Name, and the Interest accrued thereon since the said Testator's Death; and it was declared, that the said Plaintiffs, Maria Otway and Jane Otway, the said Testator's Two youngest Daughters, were each entitled to as much Money as was the Value of Two thousand Pounds like Annuities at the Date of the said Testator's Will, with Interest for the same from the said Testator's Death, according to the Price of the said Annuities at that Time; and it was further (amongst other Things) ordered, that it should be referred to the Master to enquire whether it would be for the Benefit of the said Infants the Plaintiffs and Defendants, that the said Thirteen thousand Pounds Bank Annuities should be lent to the said Sarah Otway their Mother, on Mortgage of Two Third Parts of the said Estates of the said Thomas Taylor the Father and Thomas Taylor the Son, and whether the Estate so proposed was a proper Security, and if a good Title could be made thereto; and he was to make a separate Report thereof: And whereas the Master made his separate Report, bearing Date the Ninth Day of June One thousand seven hundred and seventy-four, which was confirmed, and thereby reported in favour of the Purchase in the said Bill and Decree mentioned: And whereas by Indentures of Lease and

Decree in
Chancery in
1773.

Master's Re-
port in 1774.

Indentures of
and 1774.

Indentures of
1750.

and Release, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *July* One thousand seven hundred and seventy-four, the Release being of Five Parts, and made between the said *William Byrd* the Son, of the First Part; *Robert Carey, Wakelin Welch,* and *John Moorey,* of the Second Part; the said *John Pratt,* the eldest Son and Heir of the aforesaid *John Pratt* deceased, who survived the aforesaid *George Lord Carpenter,* his Co-Trustee, of the Third Part; the said *Robert Pratt* the Administrator of the said *John Pratt* deceased, of the Fourth Part; and the said *Sarah Otway,* of the Fifth Part; whereby after reciting (amongst other Things) the herein-before recited Act of Parliament, and also reciting that the Sum of Five hundred Pounds Principal Money by the Schedule of the said Act stated to be remaining due on the Mortgage and Bond to Master *Vaux,* and which was secured on the said Messuages or Tenements and Premises therein and herein-after mentioned to be situate in the Parish of *Saint Martin in the Fields,* by virtue of divers Mesne Assignments had become vested in Lord *Camden,* and that he the said Lord *Camden* by Indentures of Lease and Release dated the Twenty-eighth and Twenty-ninth Days of *September* One thousand seven hundred and fifty, and made between him (by his then Description of *Charles Pratt* Esquire of the One Part, and the said *John Pratt* the Father, deceased, of the other Part, after reciting that the said Lord *Carpenter* was then dead, and that the said *John Pratt* was the surviving Trustee named in the said Act, whereby he became entitled to the Equity of Redemption in the Premises, whereon the said Five hundred Pounds were secured, and that the said *John Pratt* had received, out of the Rents and Profits of the Trust Estates, sufficient to redeem the Premises for the Purposes mentioned in the said Act, in Consideration of Five hundred and seven Pounds Ten Shillings, to the said *Charles Pratt,* paid by the said *John Pratt* the Father, he the said *Charles Pratt* conveyed and released to the said *John Pratt* and his Heirs, all those the said therein mentioned to be mortgaged Premises, to hold to him the said *John Pratt,* his Heirs and Assigns for ever, in Trust for the Uses and Purposes in the said Act mentioned; and further reciting, that no Partition was made by the said Trustees, or either of them, pursuant to the said Act, and that the said *William Byrd* was seised of or entitled to an Estate in Tail General, of and in One undivided Third Part of the said Freehold Messuages, Lands, Tenements, and Hereditaments, late the Estate of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, in the County of *Middlesex,* and being desirous to suffer a Common Recovery thereof, by Indentures of Lease and Release bearing Date the Twentieth and Twenty-first Days of *October* One thousand seven hundred and seventy-two, the said *William Byrd,* for barring and docking all Estates Tail, and all Reversions and Remainders thereupon depending, and all Right and Title of Dower and Thirds at the Common Law, of and in the undivided Third Part of the Freehold Messuages, Tenements, Grounds, and Hereditaments therein, and in the Indenture of Release now in Recital after mentioned, and for limiting the same unto and to the Use of the said *Robert Carey, Wakelin Welch,* and *John Moorey,* and their Heirs, upon the several Trusts, and to and for the Intents and Purposes therein and herein-after mentioned, he conveyed the said undivided Third Part of the Premises to *Augustine Greenland,* his Heirs and Assigns, in order to make him Tenant of the Freehold for the Purpose of suffering a Common Recovery

very of the said undivided Third Part of the said Premises, and which was accordingly suffered in *Hilary* Term in the Thirteenth Year of the Reign of His present Majesty, wherein the said *William Byrd* and *Mary* his Wife were both vouched; and it was thereby declared, that the said Recovery should enure in the First Place to destroy all Right of and to Dower and Thirds, which the said *Mary Byrd* then had or might thereafter claim in case she should survive the said *William Byrd* her Husband, of, in, or out of the said One undivided Third Part of the said Premises; and subject to such Extinguishment as aforesaid, to the Use of the said *Robert Carey*, *Wakelin Welch*, and *John Moorey*, their Heirs and Assigns for ever, in Trust to sell the said Third Part of the same Premises for the best Price or Prices that could be gotten for the same, and to apply all Monies as should arise by such Sale, in the First Place, after deducting the Costs and Charges of the Execution or the Trusts thereby in them reposed, to pay off the Incumbrances affecting the Premises so sold, and in the next Place to pay the Residue thereof to and for the Purposes in the said Indenture expressed, and that until such Sale it should be lawful for the said *Robert Carey*, *Wakelin Welch*, and *John Moorey*, and the Survivors or Survivor of them, and his Heirs, to make any Mortgage or Mortgages of the said Premises so vested in them in Trust to be sold as aforesaid; and further reciting, that no Sale having been made of the said Leasehold Messuages and Premises, by the said Act of Parliament vested in the said Lord *Carpenter* and *John Pratt* deceased; the said *William Byrd* had, by an Instrument in Writing under his Hand and Seal, dated on or about the Twenty-seventh Day of *December* One thousand seven hundred and seventy-one, authorized the said *Robert Carey*, *Wakelin Welch*, and *John Moorey*, jointly and severally for him to sell all his Messuages, Lands, and Tenements situate in *Great Britain*, for such Interest or Estate either in Fee Simple or for any lesser Estate or Interest as the said *William Byrd* had therein, and to do all Acts necessary for the Affirmance thereof, for which Purpose he appointed them his Attornies; and further reciting the before mentioned Decree of the Twenty-fourth Day of *December* One thousand seven hundred and seventy-three, also the Death of the said *Francis Otway*; and that the said *Sarah Otway* the Widow (amongst other Things), after the Death of the said *Francis Otway* her then late Husband, entered upon the undivided One Third Part of the said Estates comprized in the said Act, which came to her upon the Death of her Mother, of which she was Tenant in Tail by virtue of the said Act, but whereof she the said *Sarah Otway* was then seised in Fee by virtue of certain Indentures of Lease and Release dated the Nineteenth and Twentieth Days of *April* One thousand seven hundred and seventy-four, and a Common Recovery suffered in pursuance thereof in *Easter* Term then last; and that the said Eight Daughters of the said *Francis Otway* the younger, on his Death became entitled by Descent as his Coheiresses to the Third Part of the Estates comprized in the said Act, and that the Rents and Profits thereof belonged to the said Eight Daughters, subject to the Annuity or Rent Charge of Three hundred Pounds provided for the Jointure of the said *Sarah Otway* their Mother by the said Marriage Settlement; and also reciting, that the said *William Byrd* the younger had then lately advertised his said Third Part of the said Estates to be sold by Auction, and that the said *Sarah Otway* was desirous of doing the same as aforesaid, but that she was not possessed

of sufficient Personal Estate to pay for the said Purchase, and that it would be for the Benefit of her said Daughters that the said Thirteen thousand Pounds Three Pounds *per Centum* Consolidated Annuities might be sold, and the Produce lent her towards paying for the said Purchase; and that it was referred to the Master to enquire as aforesaid; and also reciting (among other Things), the said Master's separate Report, and the Order and Confirmation thereof; and further reciting, that the said *Sarah Otway* had contracted for the absolute Purchase of the Inheritance in Fee Simple of the said undivided Third Part of the said *William Byrd* of and in the said Freehold Messuages or Tenements and Hereditaments, so vested in the said *Robert Carey, Wakelin Welch, and John Moorey*, in Trust, to be sold as aforesaid; and also for the Purchase or absolute Assignment of One Third Part of the said Leasehold Premises to which the said *William Byrd* was entitled at and for the Price or Sum of Twenty thousand Pounds; and further reciting, that the said Third Part of the said Freehold Messuages or Tenements and Hereditaments thereby intended to be granted and released were subject to and charged with the Sum of One thousand five hundred Pounds remaining due to *Ann Gee* and *Jane Gee*, by virtue of an Indenture of Assignment, dated the Ninth Day of *June* One thousand seven hundred and fifty-two, and made between *Ann Gee* of *Red Lion Square, Holborn*, Widow and Administratrix of *Edward Gee* Gentleman, deceased, of the One Part, and the first named *Ann Gee* and *Jane Gee*, Two of the Daughters of the said *Edward Gee*, on the other Part; and further reciting, that the said last mentioned Third Part of the said Hereditaments and Premises was also charged with One Third Part of the several Sums following; (that is to say), Two thousand eight hundred Pounds, Residue of Two thousand nine hundred Pounds Principal Money, by the Schedule to the said Acts stated to be due on Mortgage and Bond to Master *Shetterden*, which said Two thousand nine hundred Pounds was Part of Three thousand Pounds secured to be paid by an Indenture of Release dated the Twenty-seventh Day of *July* One thousand seven hundred and five, and made between the said *Thomas Taylor* the Father, of the First Part; *William Gouge* Esquire and *Joshua Draper* Gentleman, of the Second Part; and *Elizabeth Shetterden* Widow, of the Third Part, whereby the said *Thomas Taylor*, in Consideration of Three thousand Pounds to him paid by the said *William Gouge*, granted, bargained, and sold all the Estate and Premises in the said now reciting Indenture of the Twenty-eighth Day of *July* One thousand seven hundred and seventy-four, before mentioned, of him the said *Thomas Taylor*, situate in the said Parish of *Saint Martin in the Fields* in the County of *Middlesex*, to hold to the said *William Gouge* and *Joshua Draper* in Fee, subject to Redemption on Payment of Three thousand one hundred and fifty Pounds, at the Times and in the Manner therein mentioned; and further reciting, that the said Principal Sum of Two thousand eight hundred Pounds, with a considerable Arrear of Interest, then remained due and charged upon the said Estate and Premises, and that the said Third Part of the said *William Byrd* of the said Estate, was also charged with One Third Part of Seven hundred Pounds Principal Money, by the said Schedule to the said Act of Parliament stated to be due on Mortgage and Bond to Master *Brown*, all Interest of the said Seven hundred Pounds having been paid, and was then become vested in the said Eight Daughters of the said *Francis Otway* deceased, by virtue of his said Will; and further

ther reciting, that the said Third Part of the said *William Byrd* in the said Estate, was also charged with One Third Part of One thousand five hundred Pounds Principal Money, by the said Schedule to the said Act of Parliament stated to be due on Mortgage and Bond to Master Serjeant *Birch*, which One thousand five hundred Pounds (all Interest having been paid), was then become vested in *Caroline Munster*, formerly *Caroline Pratt*, the Wife of *Herbert Munster* Esquire, by virtue of divers Mesne Assignments thereof, the said One thousand five hundred Pounds being originally secured by Two Indentures of Mortgage, that is to say, by One Indenture dated the Fourteenth Day of *May* One thousand six hundred and ninety-seven, made between *Thomas Sutton* of the One Part; and *Edward Birch* Serjeant at Law, of the other Part, and also by another Indenture of Release tripartite, dated the Thirtieth Day of *June* One thousand seven hundred and sixteen, and made between the said *Thomas Taylor* the Father, of the First Part, *Stephen Emet* and *Mary* his Wife of the Second Part, and *Clement Fisher* and *Jane Birch* Widow, surviving Executrix of *Edward Birch*, deceased, of the Third Part; and further reciting, that the said Third Part of the said several Principal Sums of Two thousand eight hundred Pounds, Seven hundred Pounds, and One thousand five hundred Pounds, amounted together to One thousand six hundred and sixty-six Pounds Thirteen Shillings and Four-pence, and being added to the said One thousand five hundred Pounds due to the said *Ann Gee* and *Jane Gee*, made Three thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, and that it had been agreed between the said *Robert Carey*, *Wakelin Welch*, and *John Moorey*, and *Sarah Otway*, that the said Three thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence should stand charged and continue secured on the said Third Part late of the said *William Byrd* Party thereto, of and in the said Hereditaments and Premises; and that the said *Sarah Otway* should deduct and retain the said Three thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, out of the said Twenty thousand Pounds, the Purchase Money so agreed to be paid for the same; and also reciting, that it being uncertain what Interest was then due on the said Mortgage to the said *Elizabeth Shetterden*, the said *William Byrd* had agreed that the said *Sarah Otway* should likewise retain in her Hands, out of the said Twenty thousand Pounds, the Sum of One thousand five hundred and fifteen Pounds Seven Shillings and Eight-pence, as a Deposit, to answer and satisfy the Proportion of the said *William Byrd* of the Interest then due on the said Mortgage; which One thousand five hundred and fifteen Pounds Seven Shillings and Eight-pence, being added to the said Three thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, made together the Sum of Four thousand six hundred and eighty-two Pounds One Shilling, which was agreed should be retained by the said *Sarah Otway* out of the said Purchase Money for the Purposes aforesaid; and further reciting, that by Indenture bearing Date the Ninth Day of *May* One thousand seven hundred and seventy-four, and made between the said *Robert Carey*, *Wakelin Welch*, and *John Moorey* of the One Part, and the said *Sarah Otway* of the other Part, after reciting the said Indentures of Lease and Release of the Twentieth and Twenty-first Days of *October* One thousand seven hundred and seventy-two, it was witnessed, that in Consideration of Five thousand Pounds paid by the said *Sarah Otway* to the said *Robert Carey*,

Carey, Wakelin Welch, and John Moorey, they the said *Robert Carey, Wakelin Welch, and John Moorey*, granted, bargained, sold, and demised unto the said *Sarah Otway*, all that undivided Third Part of and in all and every the Messuages or Tenements, Pieces or Parcels of Land and Hereditaments, in the Indenture of Release now in Recital particularly mentioned, and intended to be thereby granted and released by the said *Robert Carey, Wakelin Welch, and John Moorey*, to hold unto the said *Sarah Otway*, her Executors, Administrators, and Assigns, from thenceforth for One thousand Years, subject to Redemption on Payment to the said *Sarah Otway*, her Executors, Administrators, or Assigns, of the Sum of Five thousand Pounds, as therein mentioned; and further reciting, that the said Five thousand Pounds then remained due, and the same, together with the Interest to that Day, amounted to Five thousand fifty-four Pounds Fifteen Shillings and Ten-pence, and that after Deduction of the said Three thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence, One thousand five hundred and fifteen Pounds Seven Shillings and Eight-pence, and Five thousand and fifty-four Pounds Fifteen Shillings and Ten-pence, out of the Twenty thousand Pounds Purchase Money, there remained to be paid by the said *Sarah Otway* to the said *Robert Carey, Wakelin Welch, and John Moorey*, the Sum of Ten thousand two hundred and sixty-three Pounds Three Shillings and Two-pence, to make up the said Twenty thousand Pounds; and in pursuance of the therein recited Order of the said Court of Chancery, of the Thirteenth Day of *June* then last, the said *Sarah Otway* would, upon the Execution of the now reciting Indenture by her and all other necessary Parties be entitled to a Transfer of the said Thirteen thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities in her own Right, it is by the said now reciting Indenture of the Twenty-eighth Day of *July* One thousand seven hundred and seventy-four, witnessed, that in pursuance of the said Agreement, and in Consideration of the Sum of Ten thousand two hundred and sixty-three Pounds Three Shillings and Two-pence, to the said *Robert Carey, Wakelin Welch, and John Moorey* paid by the said *Sarah Otway*, which, together with the said Sums so to be retained, made in the Whole the Sum of Twenty thousand Pounds, the full Price agreed to be paid by her for the absolute Purchase of the Inheritance in Fee of the said undivided Third Part of the said Freehold Hereditaments and Premises therein-after mentioned and intended to be thereby released, and for the Purchase of One Third Part of the said Leasehold Premises therein-after mentioned, and also in Consideration of Ten Shillings to the said *John Pratt* and *William Byrd*, by the said *Robert Pratt* paid, he the said *John Pratt*, by the Direction of the said *William Byrd*, and at the Nomination of the said *Sarah Otway*, conveyed and released, and the said *Robert Carey, Wakelin Welch, and John Moorey*, by the Direction of the said *William Byrd*, Party thereto, and *Sarah Otway*, bargained, sold, released, and confirmed, and the said *William Byrd* granted, released, and confirmed unto the said *Robert Pratt* and to his Heirs the One undivided Third Part late of him the said *William Byrd*, Party thereto, of and in all and singular the Freehold Messuages or Tenements, Grounds, and Hereditaments, with their Appurtenances, situate in the several Parishes aforesaid or elsewhere in the said County of *Middlesex*, late the Estates of the said *Thomas Taylor* the Son, deceased, and whereof or wherein the said

William

William Byrd, or any Persons in Trust for or under the said *William Byrd*, had any Estate of Inheritance whatsoever, to hold the same unto and to the only Use of the said *Robert Pratt*, his Heirs and Assigns for ever, but subject to Redemption as therein-after mentioned; and the said Indenture further witnessed, that in further Performance of the said Agreement, the said *Robert Pratt* by the Direction of the said *William Byrd* and also the said *William Byrd* conveyed unto the said *Sarah Otway* all that the undivided Third Part of him the said *William Byrd*, of and in certain Leasehold Premises therein mentioned (the Terms in which are since run out), and also in a certain Contract or Agreement for a Lease or Leases entered into by the said Trustees of the *Bedford School*, to hold the same unto the said *Sarah Otway*, her Executors, Administrators, and Assigns, during the Residue then to come of the said Term by the said Contract or Agreement for a Lease agreed to be granted, and all Benefit and Advantage thereof, unto the said *Sarah Otway*, her Executors, Administrators, and Assigns, absolutely; and the said Indenture further witnessed, that the said *Sarah Otway*, in Consideration of the Sum of Eleven thousand three hundred and seventy-five Pounds, being the current Market Price of the said Thirteen thousand Pounds *Three per Centum* Consolidated Bank Annuities at the Date of the said Indenture, and of which said Annuities the said *Sarah Otway* would stand possessed or be entitled to a Transfer on the Execution of that Indenture in her own Right, the said *John Pratt*, by the Direction of the said *Sarah Otway*, conveyed, and the said *Sarah Otway* granted, released, and confirmed unto the said *Robert Pratt* and to his Heirs, all that One undivided Third Part of her the said *Sarah Otway*, of and in all the said Messuages or Tenements, with their Appurtenances, therein-before particularly mentioned, and whereof One other Third Part was before granted and released, and of and in their and every of their Appurtenances to hold the same unto and to the Use of the said *Robert Pratt*, his Heirs and Assigns for ever, subject to the Proviso for Redemption therein and herein-after mentioned, that is to say, provided that if the said *Sarah Otway*, her Heirs, Executors, or Administrators, should pay to the said *Robert Pratt*, his Executors, or Administrators, the Sum of Eleven thousand three hundred and seventy-five Pounds, with Interest at Four Pounds *per Centum* at the Times and in the Manner therein mentioned, then the said *Robert Pratt*, his Heirs and Assigns, should convey the said Two undivided Third Parts therein-before granted and released of the said Freehold Messuages or Tenements, Grounds, Hereditaments, and Premises therein-before mentioned and described, unto the said *Sarah Otway* and her Heirs, or as she or they should appoint: And whereas by Articles of Agreement dated the Twenty-sixth Day of *July* One thousand seven hundred and seventy-four, and made between the said *Sarah Otway*, Widow of the said *Francis Otway* the younger, deceased, of the First Part; the said *Ann Otway*, an Infant, of the Second Part; *Edward Cunningham* Esquire, since deceased, of the Third Part; and Sir *Mark Parsons* Baronet and *George Hardinge* Esquire, now His Majesty's Chief Justice on the *Brecon* Circuit and Attorney General to Her Majesty, of the Fourth Part; whereby after reciting (among other Things), the Will of the said *Francis Otway*, and also reciting the before recited Decree of the Twenty-fourth Day of *December* One thousand seven hundred and seventy-three, the said Masters separate Report in consequence thereof, and the said subsequent Orders for advancing the said *Sarah Otway* Thirteen thousand Pounds Bank Annuities on Mortgage as aforesaid; and further reciting,

[*Loc. & Per.*]

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that

Agreement
1774.

that the said Mortgage proposed to be made by the said *Sarah Otway*, was intended to be forthwith made and perfected, and that the Deeds for that Purpose were preparing, but that the Sum of Two thousand Pounds Three Pounds *per Centum* Bank Annuities, Part of the said Thirteen thousand Pounds Bank Annuities, then yet remained vested in the said *Sarah Otway*, in Trust for the said *Ann Otway*; and reciting, that a Marriage had been agreed on between the said *Edward Cunningham* and *Ann Otway*, with the Consent of her Mother; and also reciting, that it was agreed that the One Eighth Part of the said *Ann Otway* of and in One undivided Third Part of the several Messuages or Tenements, Grounds, Lands, and Hereditaments, whereof the said *Francis Otway* so died seised as aforesaid, should forthwith, after the said *Ann Otway* should attain the Age of Twenty-one Years be vested in Trustees in Trust to sell, and that the Money arising by such Sale should be settled upon such and the same Trusts, and to and for such and the same Intents and Purposes, as in and by the said Articles of Agreement should be expressed or declared concerning the said Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, and the Interest or Dividends thereof, it was witnessed (among other Things), that in pursuance of the said Agreement and in Consideration of the said then intended Marriage, the said *Sarah Otway* and *Edward Cunningham*, for themselves, their Heirs, Executors, and Administrators, covenanted to assign and transfer the said Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, or the Monies to arise by Sale thereof, unto the said *Sir Mark Parsons* and *George Hardinge* their Executors, Administrators, or Assigns, upon Trust, with the Consent and Approbation in Writing of the said *Edward Cunningham* and *Ann Otway*, or the Survivor, and after the Decease of such Survivor, at the Discretion of the Trustees for the Time being, to continue, place out, and invest the said Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, or the Money to arise by Sale thereof, in the publick Funds, or on Government or Real Securities, at Interest, in the Names of Trustees for the Time being, and to pay and dispose of the Dividends and yearly Proceed thereof unto the said *Edward Cunningham* and his Assigns for his Life, and after his Decease to pay such Dividends and Interest unto the said *Ann Otway* during her Life, and after the Decease of the Survivor, in Trust as to the Capital Sums for the Children of the said then intended Marriage, Share and Share alike if more than One, and if but One such Child then in Trust for such only Child, to be paid to a Son or Sons at the Age of Twenty-one Years, and to apply the Interest for their Maintenance in the mean Time, and if there should be no such Child or Children, or being such, they should all die before their Shares should become an Interest vested, then that the said Trustees should, after the Decease of the said *Edward Cunningham* and *Ann Otway*, and such Failure of Issue of their Bodies as aforesaid, stand and be possessed of the said Two thousand Pounds Three Pounds *per Centum* Bank Annuities, or the Money to arise by Sale thereof, in Trust for the Children of the said *Ann Otway* by any future Husband, and in Default of all such Issue, in Trust to assign and transfer the same Bank Annuities, or the Produce thereof, and the Interest thereof, as the said *Ann Otway*, notwithstanding her Coverture, should by her Will direct, and in Default of such Direction, in Trust for such Persons as by virtue of the Statute of Distributions of Intestates Estates would have been entitled

titled thereto had she continued unmarried; and the said Indenture further witnessed, that the said *Sarah Otway* on Behalf of the said *Ann Otway*, and the said *Ann Otway* for herself, as far as by the Rules of Law or Equity she could bind herself, promised and agreed, and the said *Edward Cunningham* for himself, his Heirs, Executors, and Administrators, covenanted; that if the said *Ann Otway* should live to the Age of Twenty-one Years, they the said *Ann Otway* and *Edward Cunningham* should forthwith, after the said *Ann Otway* should have attained her Age of Twenty-one Years, join in all such Acts as should be advised for conveying, settling, and assuring of One Eighth Part, being the Part or Share of the said *Ann Otway* of and in One undivided Third Part of divers Messuages or Tenements, Pieces or Parcels of Ground and Hereditaments, whereof the said *Francis Otway* her Father died seised in Fee, situate in the several Parishes aforesaid, in the said County of *Middlesex*, unto and to the Use of the said *Sir Mark Parsons* and *George Hardinge*, and their Heirs, in Trust to sell the same, and to place out and invest all Monies thence arising in the publick Funds, or on Government or Real Securities, and stand possessed of the same, and the Interest or Dividends arising therefrom, upon such and the same Trusts, and to and for such and the same Intents and Purposes, and subject to such and the same Powers, Provisoos, Declarations, and Agreements in all Respects, as were in and by the said Indenture before declared concerning the said Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, or the Produce thereof: And whereas the Marriage between the said *Ann Otway* and *Edward Cunningham* was soon after the Execution of the said Articles solemnized: And whereas the said *Edward Cunningham* died, leaving the said *Ann* his Widow, and Issue by her One Child only, named *Francis Otway Cunningham*, his Heir at Law; and the said *Ann Cunningham*, in the Year One thousand seven hundred and eighty-two, died the Widow of the said *Edward Cunningham*, and intestate, leaving her said Son her Heir at Law her surviving; And whereas it does not appear that the said *Edward Cunningham* and *Ann* his Wife executed any Settlement or Conveyance of the One Eighth Part of the said *Ann Cunningham* of and in One undivided Third Part of the Messuages or Tenements, Hereditaments, and Premises whereof the said *Francis Otway* her Father died seised in Fee, in the said Marriage Articles mentioned, unto and to the Use of the said *Sir Mark Parsons* and *George Hardinge*, and their Heirs, upon the Trusts in the said Marriage Articles contained concerning the same: And whereas by Articles of Agreement bearing Date the Thirteenth Day of *June* One thousand seven hundred and seventy-five, and made between the said *Sarah Otway* Widow, of the First Part; the said *Sarah Otway* Spinster, an Infant, of the Second Part; *Robert Mayne* Esquire, of the Third Part; and *Sir William Mayne* Baronet, and the said *George Hardinge*, of the Fourth Part; whereby after reciting (amongst other Things), that a Marriage was then intended soon to be solemnized between the said *Robert Mayne* and the said *Sarah Otway* the younger, with the Consent of her Mother, it was witnessed, that in Performance of the Agreement therein recited, and in Consideration of the same Marriage the said *Sarah Otway* the elder for herself and also for the said *Sarah Otway* the younger, her Infant Daughter, and also the said *Sarah Otway* the younger for herself, as far as she could by Law bind herself thereby covenanted and agreed, and the said *Robert Mayne* for himself, his Executors and Administrators, covenanted and agreed, that if the said

Marriage

Marriage of
Edward Cunningham and
Ann Otway.

Articles of
Agreement
1775, in Con-
templation of
the Marriage
of *Robert*
Mayne and
Sarah Otway.

Marriage should take Effect, they the said *Sarah Otway* the elder, *Sarah Otway* the younger, *Robert Mayne*, and the said *Robert Pratt*, or so many of them as should be necessary, would forthwith join and concur in all such Acts as Counsel should advise, for assigning and transferring over One thousand seven hundred and fifty Pounds, the Produce of Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities (being the Share of the said *Sarah Otway* the Daughter of and in the said Thirteen thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities (therein and herein-before) mentioned, unto and vesting the same in the said Sir *William Mayne* and *George Hardinge*, their Executors, Administrators, or Assigns, upon Trust, with the Consent in Writing of the said *Robert Mayne* and *Sarah* his then intended Wife, and of the Survivor, and after the Decease of the Survivor at the Discretion of the said Trustees for the Time being, to continue, place out, and invest the said One thousand seven hundred and fifty Pounds in the publick Funds; or on Government or Real Securities, at Interest, in the Names of the said Trustees, and from Time to Time during the Life of the said *Sarah Otway* the younger, to apply the Interest and Dividends thereof to and for her separate Use as therein mentioned; and after her Decease, to apply the said Interest and Dividends unto the said *Robert Mayne* and his Assigns for his Life, and after his Decease in Trust for all or any One or more of the Son or Sons, Daughter or Daughters, of the said Marriage, and of all or any the Child or Children of all or any such Son or Sons, Daughter or Daughters, in case such Son or Sons, Daughter or Daughters should die in the Life-time of their Parents, or of the Survivor of them leaving Issue, in such Shares as the Survivor of them the said *Robert Mayne* and *Sarah Otway* his then intended Wife, should by any Deed or Writing, or by his or her Will attested by Two or more Witnesses; appoint, and in Default of such Appointment, then in Trust for all the Children of the said Marriage equally if more than One, to become an Interest vested in and to be paid to Sons at the Age of Twenty-one Years; and the said Indenture further witnessed, that in further pursuance of the said Agreement, the said *Sarah Otway* the elder for herself and on the Behalf of the said *Sarah Otway* the younger, her Daughter, and the said *Sarah Otway* the younger and the said *Robert Mayne* covenanted and agreed that the said *Sarah Otway* the younger and *Robert Mayne* would forthwith, after the said *Sarah Otway* the Daughter should attain the Age of Twenty-one Years, join in all such Acts as should be required for conveying One Eighth Part of the said *Sarah Otway* the younger of and in One Third Part of divers Messuages or Tenements, Pieces or Parcels of Ground and Hereditaments whereof the said *Francis Otway* her Father died seised in Fee, situate in the several Parishes aforesaid in the County of *Middlesex*, to the Use of the said Sir *William Mayne* and *George Hardinge*, and their Heirs, in Trust to sell the same, and to invest the Money to arise by such Sale in the publick Funds or on Government or Real Securities, at Interest in their Names, and stand possessed of the same in Trust for the said *Sarah Otway* the Daughter and *Robert Mayne* successively for their Lives, and after their Deaths for the Issue of the said then intended Marriage, in such and the same Manner in all Respects as is therein-before declared with respect to the said Sum of One thousand seven hundred and fifty Pounds: And whereas the Marriage between the said *Robert Mayne* and *Sarah Otway* the younger, was solemnized soon after the Date of the said last recited Indenture: And whereas in the

Year

Year One thousand seven hundred and eighty the said *Sarah Mayne* died, leaving the said *Robert Mayne* her Husband and Four Sons, namely, *William, Robert, Frederick, and Charles*, her only Children her surviving, and in One thousand seven hundred and eighty-two the said *Robert Mayne* died intestate, leaving his said Four Sons him surviving; and it doth not appear that the said *Robert Mayne* and *Sarah* his Wife, or either of them, ever made any Appointment with respect to the Shares of the Children of their said Marriage of and in the said Sum of One thousand seven hundred and fifty Pounds therein mentioned, or of and in the Monies to arise by Sale of the said *Sarah Mayne's* One Eighth Part of and in One Third Part of the Messuages, Lands, and Premises in the said last recited Marriage Articles or Settlement mentioned, whereof the said *Francis Otway* died seised in Fee, and therefore the said *William Mayne, Robert Mayne, Frederick Mayne, and Charles Mayne*, the Four Children of the said *Robert Mayne* and *Sarah* his Wife, did, upon the Death of the said *Robert Mayne* their Father, become entitled, under or by virtue of the said last recited Articles or Settlement, to the Whole of the said One thousand seven hundred and fifty Pounds, and the Whole of such Money to arise by Sale of the said Part or Share of and in the same Messuages, Lands, and Premises, in equal Shares, to become vested at such Times, and with such Benefit of Survivorship, as is in and by the said last recited Articles or Settlement declared concerning the same: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fifth and Twenty-sixth Days of *May* One thousand seven hundred and eighty-three, the Release being Tripartite, and made between the Reverend *Thomas Lambard* Clerk, of the First Part; the said *Sophia Otway* of the Second Part; and the said *George Hardinge* and *Multon Lambard* Esquire, of the Third Part, reciting (amongst other Things), that a Marriage had been agreed upon between the said *Thomas Lambard* and the said *Sophia Otway*, it was witnessed, that for the Considerations therein mentioned, the said *Sophia Otway*, with the Consent of the said *Thomas Lambard*, assigned and transferred unto the said *George Hardinge* and *Multon Lambard*, their Executors, Administrators, and Assigns, the said Sum of One thousand seven hundred and fifty Pounds, to which the said *Sophia Otway* was entitled by virtue of the said Mortgage of the Twenty-eighth Day of *July* One thousand seven hundred and seventy-four, being the Value of Two thousand Pounds Stock, Part of the said Thirteen thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, lent to the said *Sarah Otway* the elder, to hold to the same Trustees, upon Trust, after the Solemnization of the said then intended Marriage with the Consent of the said *Thomas Lambard* and *Sophia Otway*, and the Survivor, and after the Decease of the Survivor, at the Discretion of the said Trustees, to sell, continue, and place out the said One thousand seven hundred and fifty Pounds in the publick Funds or on Government or Real Securities, at Interest in the Names of the said Trustees, and to apply the Interest thereof to the said *Thomas Lambard* and his Assigns for Life, and after his Decease to the said *Sophia Otway* and her Assigns for her Life, and after the Death of the Survivor of them, the said Trustees should stand possessed of the said One thousand seven hundred and fifty Pounds, and the Securities for the same, and the Interest thereof, in Trust for the Sons and Daughters of the said Marriage, in Manner therein mentioned; and in case of no Children, or their dying before their Interests became vested, then after the Decease of the First of them the said *Thomas Lambard* and *Sophia Otway*, and such Failure of Issue, to

Deaths of Robert and Sarah Mayne.

Indentures 25th and 26th May 1783.

stand possessed of the said One thousand seven hundred and fifty Pounds in Trust for the Survivor of them the said *Thomas Lambard* and *Sophia Otway*, for his and her own proper Use, and to assign the said One thousand seven hundred and fifty Pounds and the Interest thereof accordingly; and the said Indenture further witnessed, that for the Consideration and Purposes therein-before mentioned, the said *Sophia Otway*, with the Consent of the said *Thomas Lambard*, conveyed unto the said *George Hardinge* and *Multon Lambard* all that One Eighth Part, being the Part of the said *Sophia Otway*, of and in One Third Part of the said Messuages or Tenements, Pieces or Parcels of Ground and Hereditaments whereof the said *Francis Otway* her Father died seised in Fee, to hold the same unto and to the Use of the said *George Hardinge* and *Multon Lambard*, and their Heirs, upon Trust to sell the same and place out the Produce thereof in the publick Funds, or on Government or Real Securities, and stand possessed of such Funds and Securities upon the same Trusts in all Respects as were therein-before expressed concerning the said last mentioned One thousand seven hundred and fifty Pounds: And whereas the Marriage between the said *Thomas Lambard* and *Sophia Otway* was duly solemnized; and the said *Sophia* hath since died without leaving any Issue, but leaving the said *Thomas Lambard* her surviving; and who is yet living, and under and by virtue of the said last recited Indentures or Settlement, he the said *Thomas Lambard* became and is entitled, for his own Use and Benefit, to the said last mentioned Sum of One thousand seven hundred and fifty Pounds, and the Interest thereof, and also to the Produce or Money to arise by Sale of the said One Eighth Part late of the said *Sophia Otway* of and in the One Third Part of the Messuages and Premises in the said last recited Indentures or Settlement mentioned: And whereas by Indentures of Lease and Release, dated respectively the Nineteenth and Twentieth Days of *August* One thousand seven hundred and seventy-six, the Release being of Four Parts, and made between the aforesaid *John Pratt*, eldest Son of the before named *John Pratt*, who survived the said *Lord Carpenter*, of the First Part; the said *Sarah Otway* Widow, of the Second Part; *William Robinson* Clerk and *Mary* his Wife (only Daughter of *Adam Richardson* Gentleman, deceased), of the Third Part; and *Matthew Robinson Morris* of *Horton*, Esquire, of the Fourth Part, reciting (amongst other Things), the Marriage and Settlement of the said *William* and *Mary Robinson*, dated the Twenty-fifth Day of *July* One thousand seven hundred and sixty, it was witnessed, that in Consideration of Eight hundred and seventy-eight Pounds Eight Shillings and Sixpence, by the said *Matthew Robinson Morris* to the said *Sarah Otway* paid at the Request of the said *William* and *Mary Robinson*, and also in Consideration of the further Sum of One hundred and twenty-one Pounds Eleven Shillings and Sixpence, by the said *Matthew Robinson Morris* also paid to the said *Sarah Otway*, making together the Sum of One thousand Pounds, he the said *John Pratt* by the Direction of the said *Sarah Otway* conveyed, and the said *Sarah Otway* released and confirmed to the said *Matthew Robinson Morris* and to his Heirs and Assigns, all those the said Two Third Parts of her the said *Sarah Otway* of and in the said Freehold Messuages or Tenements, Grounds, Hereditaments, and Premises therein-before described, granted, and released as aforesaid to the said *Robert Pratt*, subject to Redemption by the said *Sarah Otway*, to hold unto and to the Use of the said *Matthew Robinson Morris*, his Heirs and Assigns for ever, subject to Redemption by the said

Sarah

Marriage of
Thomas Lambard and
Sophia Otway.
Death of
Sophia Otway.

Indentures
19th and 20th
August 1776.
Mortgage.

Sarah Otway, her Heirs, Executors, or Administrators, on paying unto the said *Matthew Robinson Morris*, his Executors, Administrators, and Assigns, the Sum of Eight hundred and seventy-eight Pounds Eight Shillings and Sixpence, Part of the said One thousand Pounds, lent as aforesaid to the said *Sarah Otway*, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, on the Twentieth Day of *August* One thousand seven hundred and seventy-seven, upon the Trusts declared in the said Settlement of the Twenty-fifth Day of *July* One thousand seven hundred and sixty, concerning the Sum of Five thousand Pounds therein mentioned, and also on paying the said *Matthew Robinson Morris*, his Executors, Administrators, or Assigns, One hundred and twenty-one Pounds Eleven Shillings and Sixpence, Residue of the said One thousand Pounds lent as aforesaid by the said *Matthew Robinson Morris* to the said *Sarah Otway*, together with the like Interest on the same Twentieth Day of *August* One thousand seven hundred and seventy-seven, upon the Trusts therein-after declared concerning the said One hundred and twenty-one Pounds Eleven Shillings and Sixpence: And whereas by Deed Poll indorsed on the said last recited Indenture of Release, which Deed Poll bears Date the Seventeenth Day of *January* One thousand seven hundred and seventy-seven, she the said *Sarah Otway* charged the said Two Third Parts of the said last mentioned Hereditaments and Premises with the Payment unto the said *Matthew Robinson Morris* of the further Sum of Five hundred Pounds and Interest: And whereas by Indenture bearing Date the Twelfth Day of *April* One thousand seven hundred and seventy-six, and made between the said *Sarah Otway* Widow of the One Part, and *Ann Stracey* Spinster of the other Part, reciting, that she the said *Sarah Otway* was entitled to several Leasehold Tenements built on Ground in *Pall Mall Field* in the Parish of *Saint James, Westminster*, held under Grants from the Crown for Terms of Years, under certain yearly Rents and Conditions, it was witnessed, that in Consideration of One thousand five hundred Pounds to the said *Sarah Otway* paid by the said *Ann Stracey*, the said *Sarah Otway* assigned unto the said *Ann Stracey* all the Ten Messuages or Tenements therein mentioned, together with the several Letters Patent and Indenture of Assignment therein mentioned from *Samuel Seddon* to the said *Sarah Otway*, to hold the same unto the said *Ann Stracey*, her Executors, Administrators, and Assigns, during the Term for which they were granted, subject to the Rents of Nineteen Pounds Ten Shillings, and Nineteen Pounds Ten Shillings, therein mentioned, and subject to Redemption on Payment by the said *Sarah Otway* of One thousand five hundred Pounds, and Interest at the Rate of Five Pounds *per Centum per Annum*, to the said *Ann Stracey* at the Times therein mentioned; which said Mortgage is in and by the Master's Report herein-after mentioned, of the Fifth Day of *August* One thousand seven hundred and ninety-four, stated as a Mortgage for One thousand five hundred Pounds, then vested in *Multon Lambard*: And whereas the said *Sarah Otway* being seised of or entitled to the above mentioned Two Third Parts of the said Freehold and Leasehold Estates heretofore of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, subject to the several Mortgages and Incumbrances thereon and herein-before mentioned, and being also possessed of or entitled to the said Leasehold Premises demised by the said Letters Patent, subject to the said Mortgage and further Charge thereon, did duly make and publish her last Will and Testament, dated the Twenty-seventh Day of

Deed Poll 17th
January 1777.

Indentures
12th April
1776.
Mortgage to
Ann Stracey.

Sarah Otway's
Will.

March

March One thousand seven hundred and eighty-two, and which was executed and attested in such Manner as is required for passing Real Estates, and thereby devised and bequeathed to the said *George Hardinge* and *Augustine Greenland*, their Heirs and Assigns, all her Freehold and Parts and Shares of Freehold Messuages, Lands, Tenements, and Hereditaments, with their Appurtenances, in the several Counties of *Middlesex* and *Kent*, or elsewhere in *England*, upon the Trusts therein-after declared; and she the said Testatrix also gave and bequeathed to the said *George Hardinge* and *Augustine Greenland*, their Executors and Administrators, all her Leasehold Messuages and Personal Estate whatsoever, in Trust, immediately after her Decease to sell the Messuages, Lands, and Premises at *Sevenoaks*, and all her Personal Estate whatsoever, and apply the Produce in Manner therein-after mentioned; and the said Testatrix thereby authorized the said *George Hardinge* and *Augustine Greenland* to apply for an Act of Parliament, if necessary, for enabling them to sell and convey, together or separately, all her Two Third Parts of the Freehold Estates late of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, situate in the County of *Middlesex*, and also the Parts and Shares of her Seven then surviving Daughters, and the Issue of her then late Daughter *Sarah Mayne*, deceased, of and in the remaining One Third Part of the said Freehold Estates; and that the said *George Hardinge* and *Augustine Greenland* should, out of the Personal Estate, and the Rents of the said Real Estates till sold, pay all her Debts, Funeral Expences, and Legacies, and free the Estate at *Sevenoaks* from the Mortgage to *Hardinge Stracey* Esquire, and also after the Sale of the said Two Thirds of the said Estate late of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, by and out of the Produce thereof, in the First Place pay such Mortgages and Incumbrances to which the said Two Thirds were liable, and in the next Place to pay off such Mortgages as might then remain on the said Estate at *Sevenoaks*, and also to pay off the said Debts, Legacies, and Funeral Expences, if the Funds therein-before given for that Purpose should not have been sufficient, together with the Costs of executing her Will, and the Trusts thereof, which the said Trustees were authorized to retain, and after paying off, satisfying, deducting, and retaining such Incumbrances, Debts, Legacies, and Charges as aforesaid, the said *George Hardinge* and *Augustine Greenland* were to stand possessed of the clear Produce as well of the said Two Thirds of the said Estates of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, and of the Rents of the same until sold, as also of the Estate at *Sevenoaks*, and of the said Leasehold Premises, Furniture, Plate, and other Personal Estate thereby directed to be sold, in Trust to place out the clear Produce of such Real and Personal Estate in the publick Funds, or on Real Securities, in their Names, and during the Lives of her said Seven Daughters, and of the aforesaid *Robert Mayne*, the Husband of the said Eighth Daughter then deceased, to pay, apply, and dispose of the Interest, Dividends, and yearly Proceed thereof, in Manner following, that is to say, to pay One Eighth Part or Share of the said Interests, Dividends, and yearly Proceed, or so much as the said Trustees should think necessary, for the respective Maintenance and Education of each of the said surviving Daughters as should at her Death be under the Age of Twenty-one Years and unmarried, and pay One full Eighth Part of the same Interest, Dividends, and yearly Proceed to such of the said Seven Daughters who at that Time should be Twenty-one or married,

married, and also to pay One full Eighth Part of the said Interest, Dividends, and yearly Proceed to such of the said Seven Daughters as should be under the Age of Twenty-one and unmarried at the said Testatrix's Death, so soon as they should attain Twenty-one or be married with the Consent of the said *George Hardinge* and *Augustine Greenland*, and also to pay One full Eighth Part of the said Interest, Dividends, and yearly Proceed to the said *Robert Mayne* during his Life, such One Eighth Part so to be paid to the said Seven Daughters being Twenty-one or married, or on their attaining that Age or marrying, to be paid unto such Persons and in such Manner as the said Seven Daughters, notwithstanding their Coverture, by Writing should direct, and in Default of such Direction, into the proper Hands of the said Daughters for their separate Use, during their Lives, to the End the same might not be subject to the Debts or Controul of their Husbands; and after their respective Deceases, to pay the Interest, Dividends, and yearly Proceeds of their respective One Eighth Parts, unto their respective Husband or Husbands, his or their Assigns, during his and their Lives, and immediately after the Deceases of the said *Robert Mayne*, and of each of the said Seven surviving Daughters, and of their respective Husbands, who should become entitled to any Estate for Life, and also after the Decease of such Daughters who should marry under Twenty-one without the aforesaid Consent, the said *George Hardinge* and *Augustine Greenland* should stand possessed of the several One Eighth Parts of every of the said Seven Daughters, and of the remaining One Eighth Part in Trust, as to the One Eighth Part or Share of each of the said Seven Daughters, and of the remaining One Eighth Part or Share when the said Trusts should respectively determine, for the Use and Benefit of all or any One or more Sons and Daughters of the said Seven Children, and of the Issue of the said Testatrix's said Daughter *Sarah Mayne*, and of all or any of the Children of all or of any of such Issue, and in case such Issue should die in the Life-time of their said Parents, leaving Issue, in such Shares as the said *Robert Mayne* respecting his Children by the said *Sarah* should direct, and as the said Seven then surviving Daughters and their Husbands by Deed or Will should direct, with or without Power of Revocation, and in Default of and until such Direction, in Trust for all the Children of the respective Bodies of the Seven Daughters, and of the said late *Sarah Mayne* equally, if more than One, and if but One, then in Trust for such only Child, the said Shares to be vested in and paid to such Children of the said Seven Daughters, and of the said *Mistress Mayne* in Manner following; (that is to say), in and to Sons at the Age of Twenty-one Years, and in and to Daughters at the Age of Twenty-one or Day of Marriage, which should first happen; and if any such Sons should have attained the Age of Twenty-one, or been married in the Life-time of their respective Mother and Father, or of the Survivor of them, then the Parts of such Sons so attaining Twenty-one Years, and of such Daughters attaining Twenty-one or Marriage, to be considered as vested Interests in the said Sons at Twenty-one, and in the said Daughters at Twenty-one or Marriage, but Payment to be postponed till Six Months after the Decease of their respective Parents, when the same should be paid to such Sons or Daughters, together with such Interest as should arise from the Decease of their respective Parents; and if there should be any such Sons to whom such Appointments should be made

[Loc. & Per.]

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who should be under the Age of Twenty-one, or any such Daughters under that Age, or unmarried at the Death of her or their respective Mother and Father, or Mother only, in case of her marrying under Age and without Consent, the said *George Hardinge* and *Augustine Greenland*, until the Shares of the said Children should become payable, should apply amongst such Children the Interest, or such Parts thereof to which they respectively should be entitled, as to the said Trustees should seem reasonable, not exceeding the Interest of each respective Child's Share, towards his, her, or their Maintenance and Education, or placing out in the World; and in case there should be no Child of any of the said Testatrix's surviving Daughters who had been married, or being such if such Child or Children and the Child or Children of *Mistress Cunningham* then born and the Children of the said *Mistress Mayne* should all die before their Shares in the said One Eighth of his, her, or their respective Mothers, and in the said One Eighth Part thereby intended for the Issue of the said late *Mistress Mayne* should become an Interest vested in them respectively by virtue of the said Appointments, or of the Testatrix's Will, that the said Trustees should assign the said One Eighth of each of the said Testatrix's said Eight Daughters of whom there should be no Child or being such who should all die before their Shares became an Interest vested, and Interest thereof, unto the respective Executors, Administrators, or Assigns of the Survivor of the said Testatrix's said Daughters and their Husbands, in equal Shares, but the Shares of such Daughters who should marry under the Age of Twenty-one, and without Consent, and whose Issue should so fail, should go to such Persons as by the Statute of Distribution of Intestates Estates, would have been intitled thereto in case such Daughter had died intestate and unmarried; and if any of the said Testatrix's Daughters should die before the Age of Twenty-one or Marriage, or marry without Consent, then the Part of them so dying or marrying, in the said clear Produce of the said Real and Personal Estates, should remain in the said Trustees for the Benefit of the Survivor of the said Testatrix's then surviving Daughters and their respective Husbands, and the said *Robert Mayne*, in equal Shares, and her and their Issue, and the Issue of the said *Mistress Mayne*, and to be paid to and vested in such Issue, the same in every Respect as therein-before declared concerning the said surviving Daughters, and the Issue of the said *Mistress Mayne*, her and their said original One Eighth Part or Share; and the said Testatrix by her said Will, after disposing of other Estates whereof no Trust was vested in the said *George Hardinge* and *Augustine Greenland*, or either of them, declared that on Sale of the said first mentioned Estates, the Receipts of the said *George Hardinge* and *Augustine Greenland*, for the Survivor of them, or his Heirs, Executors, or Administrators, should be good to the Purchasers, who should not be liable to see to the Application of the Purchase Money; and the said Testatrix thereby appointed the said *George Hardinge* and *Augustine Greenland* Executors of her said Will: And whereas the said *Sarah Otway* died on the Seventeenth Day of *March* One thousand seven hundred and eighty-eight, and soon after her Death the said *George Hardinge* and *Augustine Greenland* duly proved her said Will in the said Prerogative Court: And whereas the said *Sarah Otway* left Issue her surviving, her said Five Daughters, namely, *Alicia*, *Aurea*, *Grace*, *Maria*, and *Jane*; the said *Ann* having intermarried with the aforesaid *Edward Cunningham* as herein-before

Sarah Otway's
Death.

Sarah Otway's
Family at her
Death.

before mentioned, both of whom died in the Life-time of her the said Testatrix, leaving Issue One Child only, named *Francis Otway Cunningham*, then surviving, an Infant; and the said *Sarah*, another Daughter of the said Testatrix, in the Life-time of the said Testatrix intermarried with the said *Robert Mayne*, and both of whom afterwards died, leaving Four Sons named *William, Robert, Frederick, and Charles*, then Infants; and the said *Sophia* intermarried with the Reverend *Thomas Lambard* as herein-before mentioned, and died in the Life-time of the said Testatrix without leaving any Issue, but leaving the said *Thomas Lambard* her Husband her surviving; and the said *Alicia* hath since the Death of her said Mother intermarried with the Reverend *Sackville Stephens Bale* Clerk, and the said *Aurea* has since intermarried with the aforesaid *Multon Lambard*: And whereas by Indentures of Lease and Release, bearing Date the Twenty-second and Twenty-third Days of *December* One thousand seven hundred and eighty-eight, the Release made between the said *Sackville Stephens Bale* of the First Part, the said *Alicia Otway* of the Second Part, and the said *Augustine Greenland* and *Edward Boodle* Gentleman of the Third Part, reciting (among other Things), that a Marriage had been agreed upon between the said *Sackville Stephens Bale* and the said *Alicia Otway*, upon the Terms therein mentioned and agreed upon, it is witnessed, that in pursuance and part Performance of the said Agreement on the Part of the said *Alicia Otway*, she the said *Alicia Otway*, with the Consent of the said *Sackville Stephens Bale*, granted, released, and conveyed unto the said *Augustine Greenland* and *Edward Boodle*, and to their Heirs (among other Premises), all that One undivided Eighth Part or Share of her the said *Alicia Otway*, of and in One Third Part of the aforesaid Messuages or Tenements, Pieces or Parcels of Ground and Hereditaments, whereof the said *Francis Otway* the Father died seised in Fee, to hold the same unto the said *Augustine Greenland* and *Edward Boodle*, their Heirs and Assigns, to the Use of the said *Alicia Otway* until the said Marriage took Effect, and after the Solemnization thereof, to the Use of the said *Augustine Greenland* and the said *Edward Boodle*, their Heirs and Assigns for ever, upon Trust, with the Consent in Writing of the said *Sackville Stephens Bale* and *Alicia Otway*, or the Survivor of them, and after the Decease of such Survivor, at the Discretion of the said Trustees, or the Survivor of them, or his Heirs or Assigns, to sell the same, and to place out the Money arising by such Sale, upon Real or Government Securities, upon the Trust therein-after declared, and until the Sale to pay the Rents and Profits of the said Hereditaments and Premises to such Person or Persons and in such Manner as the Interest, Dividends, and annual Proceed of the Monies to be placed out and invested as aforesaid, would be applicable as therein-after mentioned, in case the said Premises were sold, and the Money arising therefrom placed out and invested; in which said Indenture is contained a Power for the said Trustees, or the Survivor of them, or the Heirs or Assigns of such Survivor, at any Time before Sale, with the Consent of the said *Sackville Stephens Bale* and *Alicia Otway*, or the Survivor of them, and after the Decease of such Survivor, at the Discretion of the said Trustees, to make a Partition of the Hereditaments and Premises thereby granted and released, or any of them, with the Person or Persons entitled to the other Parts thereof; and the said Indenture further witnessed, that in pursuance and further Performance of the Agreement aforesaid on the Part of the said *Alicia Otway*, she the said *Alicia Otway*, with the Consent of the said *Sackville Stephens*

Indentures
22d and 23d
Dec. 1788,
Sackville Stephens Bale's
Marriage Settlement.

Stephens Bale, assigned unto the said *Augustine Greenland* and *Edward Boodle* the Sum of One thousand seven hundred and fifty Pounds, the Produce of Two thousand Pounds Stock, to which the said *Alicia Otway* was entitled under the Will of her Father the said *Francis Otway*, and which was Part of the said Sum of Eleven thousand three hundred and seventy-five Pounds, secured by the said Indenture of Mortgage of the Twenty-eighth Day of *July* One thousand seven hundred and seventy-four, in Trust for the said *Alicia Otway* until the said Marriage should take Effect; and after the Solemnization thereof it was declared, that the said Trustees and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed (among other Things), of the said Sum of One thousand seven hundred and fifty Pounds thereby assigned; and the Securities and Funds wherein the Money to arise by the Sale either of the said undivided Parts or Shares thereby released of the Messuages, Lands, Tenements, and Hereditaments aforesaid, or of such specifick Messuages, Lands, Tenements, and Hereditaments as upon such Partition should be allotted to the said Trustees, or of any other of the Hereditaments and Premises thereby released, should be placed out and invested upon the Trusts following; (that is to say), in Trust to permit the said *Sackville Stephens Bale* and his Assigns, during Life, to receive the Dividends, Interest, and annual Proceed thereof respectively; and after his Decease, in case the said *Alicia Otway* should survive him, and there should be Issue of the said Marriage then living or born afterwards, in Trust, by calling in a sufficient Part of a Sum of Eight thousand Pounds therein mentioned, being the Property of the said *Sackville Stephens Bale*, and the said Sum of One thousand seven hundred and fifty Pounds, and the Monies arising by such Sale or Sales, by making Sale of a sufficient Part of the Stocks, Funds, or Securities wherein all or any of the Principal Monies should be invested, to raise, within Six Calendar Months to be computed from the Decease of the said *Sackville Stephens Bale*, the Sum of One thousand Pounds, and pay the same unto the said *Alicia Otway*, her Executors, Administrators, or Assigns, for her or their own Use; and upon further Trust, after the Decease of the said *Sackville Stephens Bale*, by and out of the Dividends, Interest, and annual Proceed of the Residue of the Monies, Stocks, Funds, or Securities, or a competent Part thereof, to pay unto the said *Alicia Otway* or her Assigns, yearly during her Life for her Jointure and in bar of Dower, One Annuity of Four hundred Pounds, by Half Yearly Payments on the Days therein mentioned, and upon Trust to appropriate and set apart such Proportion of the Residue of the Trust Monies, Funds, and Securities as should in their Judgement be deemed a sufficient Fund to answer the Payment of the said Annuity of Four hundred Pounds; and in case there should at any Time during the Life of the said *Alicia Otway* be any Surplus of the said Dividends, Interest, and annual Proceed of the Trust Monies, Funds, or Securities so appropriated, after paying the said Annuity of Four hundred Pounds, then upon Trust to pay and apply such Surplus of the said Dividends, Interest, and annual Proceed unto such Person and Persons as by virtue of or under the Trusts after declared, would be entitled for the Time being to the Interest, Dividends, and annual Proceed of the Trust Monies, Securities, or Funds so appropriated, in case the said *Alicia Otway* was then dead; and as to such of the said Trust Monies, Securities, and Funds as should not be appropriated to answer the said clear Annuity of Four hundred Pounds, subject
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to the Payment of the said One thousand Pounds to the said *Alicia Otway*, her Executors, Administrators, or Assigns, if the same should become payable as aforesaid; and in case the said *Sackville Stephens Bale* should survive the said *Alicia Otway*, then as to the Whole of the said Trust Monies, Securities, and Funds, after the Decease of the said *Sackville Stephens Bale*, upon Trust to pay, transfer, and assign the same unto and amongst all or any One or more Child or Children or an only Child of the said then intended Marriage, at such Time or Times in such Proportions, and in such Manner as the said *Sackville Stephens Bale* and *Alicia Otway*, or the Survivor, by Deed or Writing should appoint, and in Default of such Appointment, in Trust to pay, assign, and transfer the same unto or amongst the said Children if more than One, and if but One such Child, then to such only Child, the Sons at Twenty-one, the Daughters at Twenty-one or Marriage, and in case of no Children, or their dying before their Interests became vested, then that the said Trustees should, after the Decease of the said *Sackville Stephens Bale*, in case the said *Alicia Otway* should survive him, raise within Six Months after the Decease of the said *Sackville Stephens Bale*, on such Failure of Issue as aforesaid, which should last happen, Two thousand Pounds, and pay the same to the said *Alicia Otway*, her Executors, Administrators, or Assigns, for her or their own Use, and should pay, assign, and transfer the Residue of the said Trust Monies, Funds, and Securities, or so much thereof as should not be appropriated as aforesaid; unto the Executors, Administrators, or Assigns of the said *Sackville Stephens Bale*, but in case the said *Sackville Stephens Bale* should survive the said *Alicia Otway*, then in case of Failure of Issue as aforesaid, in Trust to pay, assign, or transfer the Whole of the said Trust Monies, Funds, or Securities or so much thereof as should not have been so directed, limited, or appointed, so as to be completely disposed of unto the said *Sackville Stephens Bale*, his Executors, Administrators, or Assigns: And whereas by Indentures of Lease and Release dated the Eighteenth and Nineteenth Days of September One thousand seven hundred and eighty-nine, the Release made between the said *Multon Lambard* of the First Part, the said *Aurea Otway* of the Second Part, and the said Sir *Mark Parsons* and *George Hardinge* of the Third Part, reciting (among other Things) that a Marriage had been agreed upon between the said *Multon Lambard* and the said *Aurea Otway*, it was witnessed that in Part Performance of the said Agreement, she the said *Aurea Otway* with the Consent of the said *Multon Lambard* conveyed unto the said Sir *Mark Parsons* and *George Hardinge* and to their Heirs (amongst other Premises), all that One Eighth Part of her the said *Aurea Otway* of and in One Third Part of the said Messuages or Tenements, Pieces or Parcels of Ground and Hereditaments, whereof the said *Francis Otway* her Father died seised in Fee, to hold the same unto the said Sir *Mark Parsons* and *George Hardinge*, their Heirs and Assigns, to the Use of the said *Multon Lambard*, his Heirs and Assigns absolutely for ever; and the said Indenture further witnessed, that in further Performance of the said Agreement, the said *Aurea Otway* with the Privity of the said *Multon Lambard*, bargained and assigned unto the said Sir *Mark Parsons* and *George Hardinge*, their Executors, Administrators, and Assigns, the said One thousand seven hundred and fifty Pounds to which the said *Aurea Otway* was entitled by virtue of the said Mortgage of the Twenty-eighth Day of July One thousand seven hundred and seventy-four, being the Value of Two thousand Pounds Stock, Part of the said Thirteen thousand Pounds Three Pounds

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Indentures
20th and 21st
Dec. 1789,
Multon Lambard's
Marriage Settlement.

Bill in Chan-
cery filed in
1790.

per Centum Consolidated Bank Annuities lent to the said *Sarah Otway* the elder, in Trust for the said *Aurea Otway* until the said Marriage, and after the Solemnization thereof, in Trust to pay, assign, and transfer the Whole of the said Trust Monies, Funds, and Securities, unto the said *Multon Lambard*, his Executors, Administrators, and Assigns, for his and their own proper Use and Benefit: And whereas in the Year One thousand seven hundred and ninety, the said *George Hardinge* and *Augustine Greenland*, the Trustees in the said Will of the said *Sarah Otway* Widow, filed a Bill in the High Court of Chancery against the said *John Pratt* Esquire the Son, *Caroline Munster* Widow, *Sbetterden*, *Byrd*, *Ann Gee* Spinster, the said Sir *Mark Parsons* Baronet, Sir *William Mayne* Baronet, Lord *Newhaven* of the Kingdom of Ireland, *Edward Boodle*, *Matthew Robinson Morris*, *Edward Stracey*, *Hardinge Stracey* Esquires, *Francis Otway Cunningham*, *William Mayne*, *Robert Mayne*, *Frederick Mayne*, since deceased, and *Charles Mayne*, Infants, by the said *Multon Lambard* Esquire, their Guardian, the said *Thomas Lambard*, *Sackville Stephens Bale* and *Alicia* his Wife, and *Sackville Bale* an Infant, by the said *Sackville Stephens Bale* his Father and Guardian, the said *Multon Lambard* and *Aurea* his Wife, *Grace Otway*, *Maria Otway*, and *Jane Otway* an Infant, by the said *Multon Lambard* her Guardian, and they the said Plaintiffs in the same Suit also filed their supplemental Bill against *Otway Bale* and *George Bale*, Infants, by the said *Sackville Stephens Bale* their Father and Guardian, *Sophia Lambard* and *Frances Lambard*, Infants, by the said *Multon Lambard* their Father and Guardian, and the said *Multon Lambard* (the said Defendants the Infants having been born after filing the original Bill) which Suit was for the Purposes of having the Trusts of the said Act of Parliament of the Twentieth Year of King *George* the Second, and the Trusts of the said Will of the said *Sarah Otway* performed under the Directions of the said Court of Chancery: And whereas by the Decree made on the hearing of the said last mentioned Cause on the Twenty-eighth Day of *June* One thousand seven hundred and ninety-three, it was decreed, that the Trusts of the said Act of Parliament should be carried into Execution, and it was referred to Master *Montagu* to enquire and state, whether any and which of the Debts mentioned in the Schedule to the said Act remained unpaid, and if any remained due, it was ordered that the Master should take an Account of what was due in respect of such Debts in the usual Way, and he was to state the Persons to whom the same were respectively due, and their Priorities, in the usual Way; and it was further ordered, that the several Real Estates directed by the said Act to be sold, should be sold with the Approbation of the Master, and that all proper Parties should join in such Sale; and it was ordered (among other Things) that the Money to arise by such Sale should be paid into the Bank, in the Name and with the Privy of the Accountant General of that Court, on the Credit of the Cause, and be styled *The Act of Parliament Account*, subject to the further Order of the Court; and it was further ordered, that the Master should take an Account of the Personal Estate of the said Testatrix *Sarah Otway*, not specifically bequeathed, come to the Hands of the Plaintiffs her Executors; and he was also to take an Account of the said Testatrix's Debts, Funeral Expences, and Legacies, in the usual Way; and it was further ordered, that such Personal Estate should be applied in Payment of her Debts and Funeral Expences, in a Course of Administration, and then in Payment of her Legacies; and it was further ordered, that the clear Re-

Decree in
Chancery in
1793.

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fidue of her Personal Estate should be paid into the Bank, with the Privity of the Accountant General, on the Credit of the Cause, and be placed to the Account of the said Testatrix's Personal Estate, subject to the Trusts and Contingencies in her said Will concerning the same; and it was further ordered, that the Plaintiffs should be at Liberty to exhibit Interrogatories, and to examine Witnesses thereon, to prove the Will of the said *Sarah Otway*: And whereas on the Fifth Day of *August* One thousand seven hundred and ninety-four, the Master made his Report in pursuance of an Order made in the said last mentioned Cause, and thereby certified, that the Mortgages stated in the Schedule to the said Act, affecting the aforesaid Freehold Estates were as follows; *videlicet*, to Master *Shetterden*, for Principal remaining due, Two thousand nine hundred Pounds, to Master *Vaux*, Five hundred Pounds, to Master *Brown* Seven hundred Pounds, to Serjeant *Birch* One thousand five hundred Pounds, making together Five thousand six hundred Pounds, and that he found the Two Mortgages for Five hundred Pounds, due to Master *Vaux*, and Seven hundred Pounds due to Master *Brown* had been long since paid off by the then Proprietors of the Estates in Question; and he found that the Mortgage stated in the Schedule to the said Act to be Two thousand nine hundred Pounds due to Master *Shetterden*, was put down at that Sum by Mistake, as the same was at that Time reduced to Two thousand eight hundred Pounds; and he found that all Interest had been paid thereon up to *Michaelmas* One thousand seven hundred and fifty-one, and that it did not appear to him that any Interest had been paid since that Time thereon; and he further certified, that he found that in the Month of *July* One thousand seven hundred and seventy-four, the Testatrix *Sarah Otway* purchased of *William Byrd* One Third Part of the Freehold Estates in Question (the other Two Third Parts being then vested in herself and her Eight Daughters), and that on completing the said Purchase, it was thought advisable to retain out of such Purchase Money Nine hundred and thirty-three Pounds Six Shillings and Eight-pence for One Third of the Principal Sum of Two thousand eight hundred Pounds, and also to retain One thousand five hundred and fifteen Pounds Seven Shillings and Eight-pence for One Third of the Interest which would have been then due thereon if the said Mortgage was not at that Time paid off, which Two Sums made together Two thousand four hundred and forty-eight Pounds Fourteen Shillings and Four-pence, and that no Claim in respect of the Two thousand eight hundred Pounds had been made since the Two thousand four hundred and Forty-eight Pounds Fourteen Shillings and Four-pence was retained, and that the same had not then been returned to the said *William Byrd*, or to his Representatives, and therefore if the Mortgage for Two thousand eight hundred Pounds should be presumed to have been paid off, then the only Mortgage mentioned in the Schedule to the said Act then outstanding appeared to be that for One thousand five hundred Pounds to Master Serjeant *Birch*, and which he found consisted of Two Mortgages, One for Five hundred Pounds and the other for One thousand Pounds, and which were then vested in the Defendant *Caroline Munster*; and he further certified, that he found that the Mortgages affecting the Freehold Part of the said Estates made since the passing the said Act were as follows; a Mortgage then vested in the Defendant *Ann Gee* for One thousand five hundred Pounds; a Mortgage to the Defendant *Matthew Robinson Morris* for One thousand five hundred Pounds; a Mortgage then vested in the Defendant *Multon Lambard*

Report of the
Master, 5th
August 1794.

Mr. Shetterden's Mortgage.

Mr. Serjeant
Birch's Mortgage.

Ann Gee's
Mortgage.

Matthew Morris's Mortgage.
Multon Lambard's Mortgages.

Lambard for Two thousand Pounds (meaning a Mortgage for Two thousand Pounds on the aforesaid Estate of the said *Sarah Otway* Widow, deceased, situate at *Sevenoaks* in the County of *Kent*) making together Five thousand Pounds, and that the only Incumbrance affecting the Leasehold Parts of the Estates in Question, was a Mortgage then vested in the Defendant *Multon Lambard* for One thousand five hundred Pounds; which Sums of One thousand five hundred Pounds, Five thousand Pounds, and One thousand five hundred Pounds, making together Eight thousand Pounds, appeared to be the Whole of the subsisting Mortgages charged on the said Estates, both before and since passing the said Act of Parliament; and he found that the Principal and Interest due in respect of the said Mortgages, amounted to Eight thousand one hundred and thirty-six Pounds Thirteen Shillings and Sixpence Farthing; and he further certified, that he found that there were divers Debts owing from the Testatrix *Sarah Otway* at her Decease, which, together with her Funeral Expences, and a Legacy of One hundred and five Pounds given by her Will, had been paid by the said *Augustine Greenland* One of her Executors; and he found that the said *Augustine Greenland* had paid in respect of such Debts, Funeral Expences, and Legacy, Three thousand two hundred and eight Pounds Thirteen Shillings and Three-pence; and he found that the Testatrix *Sarah Otway* by her Will gave Two several Legacies of One hundred and five Pounds each to the Plaintiffs *George Hardinge*, and *Augustine Greenland*, and that the Plaintiff *George Hardinge's* Legacy had been paid to him by the Plaintiff *Augustine Greenland*, and that the One hundred and five Pounds given to the said *Augustine Greenland* then remained due, which Legacy, and the Two thousand four hundred and forty-eight Pounds Fourteen Shillings and Four-pence retained by the said *Sarah Otway*, with Interest at Four Pounds *per Centum* on the Nine hundred and thirty-three Pounds Six Shillings and Eight-pence from the Time the same was so retained to the Date of his Report, and which Interest amounted to Seven hundred and forty-seven Pounds Nine Shillings and Eight-pence, he had also set forth in the First Schedule to his Report; and it appearing to him that an Agreement was entered into between the said *Sarah Otway* and *William Byrd* at the Time of the aforesaid Purchase, that no Interest should be paid upon the One thousand five hundred and fifteen Pounds Seven Shillings and Eight-pence, he had not computed Interest thereon; and the said Sums of One hundred and five Pounds, Two thousand four hundred and forty-eight Pounds Fourteen Shillings and Four-pence, and Seven hundred and forty-seven Pounds Nine Shillings and Eight-pence making together Three thousand three hundred and one Pounds Four Shillings, being added to the Eight thousand one hundred and thirty-six Pounds Thirteen Shillings and Sixpence Farthing, the Principal and Interest due on the Mortgages, made together Eleven thousand four hundred and thirty-seven Pounds Seventeen Shillings and Sixpence Farthing: And whereas by Indentures of Lease and Release dated the Eighth and Tenth Days of *March* One thousand eight hundred, the said *Grace Otway*, *Maria Otway* (now the Wife of the said *Peter Forster*,) and *Jane Otway*, conveyed their several and respective Shares and Interests in the aforesaid Real Estates, to *Gerard Noel Edwards*, *George Templer*, *Nathaniel Middleton*, *Richard Johnson*, and *John Wedgwood* Esquires, in Fee, by Way of Mortgage for securing One thousand two hundred Pounds, and Interest: And whereas on the Fifteenth Day of *May* One thousand

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Indentures of
8th and 10th
March 1800.

Mortgages.

Marriage of
Peter Forster
and *Maria*
Otway.

eight hundred, the said *Maria Otway*, another of the Daughters of the said *Francis Otway* the younger, intermarried with *Peter Forster* the younger, Captain in His Majesty's Fourth Regiment of Foot, and previous thereto certain Indentures of Lease and Release were prepared and ingrossed, purporting to bear Date respectively the Twelfth and Thirteenth Days of *May* One thousand eight hundred, and the Release purporting to be of Four Parts; and to be made between the Reverend *Peter Forster* the elder and *Elizabeth* his Wife, of the First Part; the said *Peter Forster* the younger, of the Second Part; the said *Maria Otway* Spinster, of the Third Part; and the aforesaid *Multon Lambard* and *Brampton Gurdon Dillingham* Esquire, of the Fourth Part; it is in and by the said Indenture of Release expressed, that she the said *Maria Otway* did grant, release, and confirm unto the said *Multon Lambard* and *Brampton Gurdon Dillingham*, their Heirs and Assigns, One-Eighth Part of One Third Part and One-Seventh Part of another Eighth Part of and in the said Third Part of the said several Messuages or Tenements and Premises in the County of *Middlesex*, a Third Part whereof the said *Francis Otway* died seised in Fee Simple, with the Appurtenances, to hold the same unto the said *Multon Lambard* and *Brampton Gurdon Dillingham*, their Heirs and Assigns, from and after the Solemnization of the said then intended Marriage, to the Use of them the said *Multon Lambard* and *Brampton Gurdon Dillingham*, their Heirs and Assigns for ever, in Trust to sell the same, and to invest the Purchase Money in Government or Real Securities; and she the said *Maria Otway* is also in the same Indenture expressed to assign to the same Trustees several Sums therein mentioned, making together One thousand seven hundred and fifty Pounds, which was the Value of Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities at the Date of the said Will of the said *Francis Otway* deceased; and it was thereby declared and agreed, that the said Trustees should, on the Request of the said *Peter Forster* the younger and *Maria Otway*, by and out of the Monies thereby assigned, and the Monies arising by such Sale, raise the Sum of One thousand six hundred and sixty Pounds over and above the Costs of such raising, and pay and apply One thousand Pounds, Part of the said One thousand six hundred and sixty Pounds, to the joint Appointment of the said *Peter Forster* the younger and *Maria Otway*, and in Default of such Appointment pay the same to them, and the remaining Six hundred and sixty Pounds for the separate Use of the said *Maria Otway* as therein mentioned; and as to the Residue of such Monies and Funds, to pay the Interest to the said *Peter Forster* the younger and *Maria Otway* successively for their Lives, and after their Deaths, as to the Principal in Trust for their Children as therein mentioned; and in case there should be no Daughters who should attain the Age of Twenty-one Years or marry, nor no Son who should attain the Age of Twenty-one Years, then in Trust for the said *Maria Otway*, in case she should survive the said *Peter Forster* the younger, and her Executors, Administrators, and Assigns, but if she should die in his Life-time, then in Trust for such Person and Persons, and in such Manner and Form, as she by Will should appoint, and in Default of Appointment, in Trust for such Person or Persons as by the Statute of Distributions of Intestates Estates would at the Decease of the said *Maria Otway* have been entitled thereto if she had died Intestate unmarried: And whereas the said last mentioned Indentures of Lease and Release, or either of them, were not nor was executed by the said *Peter Forster* the younger and *Maria Otway*, or either of them; but by Indenture dated the Fifteenth Day of the said

Indentures of
22th and 13th
May 1800;
Marriage Set-
tlement.

Indenture 15th
May 1800.

[*Loc. & Per.*]

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Month

Month of *May* One thousand eight hundred, made between the said *Peter Forster* the younger, of the First Part; the said *Maria Otway*, of the Second Part; and the said *Multon Lambard* and *Brampton Gurdon Dillingham*, of the Third Part; reciting (among other Things) the said last recited Indentures of Lease and Release as or to the Effect herein-before recited, and reciting that the said Deeds of Lease and Release had been sent into the Country to be executed by the said *Peter Forster* the elder and *Elizabeth* his Wife, but by some Mistake were not then returned to be executed by all other Parties thereto, and that the said *Peter Forster* the younger being under the Necessity of leaving *London* to join his Regiment, it had been agreed that the said Marriage should be solemnized before the Return of the said Indentures of Lease and Release, and that the said *Peter Forster* the younger and *Maria Otway* should enter into the Covenant therein-after mentioned, it is by the now reciting Indenture witnessed, that in pursuance of such Agreement, and in Consideration of the said then intended Marriage, they the said *Peter Forster* the younger and *Maria Otway* did covenant with the said *Multon Lambard* and *Brampton Gurdon Dillingham*, that in case the said then intended Marriage should take Effect, the said *Peter Forster* the younger and *Maria Otway* should, at the Request of the said *Multon Lambard* and *Brampton Gurdon Dillingham*, or the Survivor, make, do, levy, suffer, and execute all necessary Acts, Deeds, Conveyances, and Assurances, for settling, assuring, and confirming the said Monies, Estate, and Premises mentioned and comprised in the said Indenture of Release, upon the Trusts therein declared: And whereas, under a subsequent Order made in the said last mentioned Cause, the Right Reverend Father in God *John* Lord Bishop of *Oxford* was appointed a Trustee of the aforesaid Trust Estates and Premises, devised by the said Will of the said *Sarah Otway* deceased, in the Place of the said *Augustine Greenland*; and the same Trust Estates and Premises were accordingly, by Indentures of Lease and Release and Assignment, dated respectively the First and Second Days of *July* One thousand eight hundred and one, and by Indenture of Assignment dated the Third Day of *July* One thousand eight hundred and one, duly conveyed and assigned to him as such Trustee jointly with the said *George Hardinge*, the continuing Trustee, and their Heirs, Executors, Administrators, and Assigns, upon the Trusts of the said Will of the said *Sarah Otway* Widow: And whereas by Indenture dated the Twentieth Day of *September* One thousand eight hundred, the said *William Mayne* demised his Share and Interest in the aforesaid Real Estates to *Joseph Ward* for Five hundred Years, and also assigned his Share in the aforesaid One thousand seven hundred and fifty Pounds, belonging to his Mother the aforesaid *Sarah Mayne*, to the said *Joseph Ward*, by Way of Mortgage for securing Five hundred and seventeen Pounds Seven Shillings and Eight-pence, and Interest: And whereas by Indenture dated the Twenty-fifth Day of *December* One thousand eight hundred and one, the said *William Mayne* demised (among other Premises) his Share and Interest in the aforesaid Real Estates to the said *Multon Lambard* for Five hundred Years, and also assigned his Share in the said One thousand seven hundred and fifty Pounds, which belonged to his Mother the said *Sarah Mayne*, to the said *Multon Lambard*, by Way of Mortgage for securing the Sum of One thousand one hundred Pounds, and Interest: And whereas divers Proceedings were had before the Master in the said last-mentioned Cause pursuant to the said Decree, but the Master has not made his general Report in that Cause: And whereas the

Indentures of
1st and 2d
July 1801.

Indenture 3d
July 1801.

Indenture
20th September
1800.

Joseph Ward's
Mortgage.

Indenture
25th December
1801.

Multon Lambard's
Mortgages.

the Defendant *Sackville Stephens Bale* and *Alicia* his Wife have since had another Child born, *videlicet*, *Charles Sackville Bale*; and the said *Multon Lambard* and *Aurea* his Wife have also had Four other Children born, *videlicet*, *Bridget Aurea Lambard*, *Juliana Lambard*, *Jane Lambard*, and *William Lambard*, and all which Children were made Parties to the said last mentioned Suit by Supplemental Bill: And whereas the said Defendants *Multon Lambard* and *Aurea* his Wife have since had Three other Children born, *videlicet*, *Thomas Lambard*, *Multon Lambard* the younger, and *Mary Lambard*: And whereas in or about *February* last your Petitioners exhibited their Bill of Revivor and Supplement against *Elizabeth Pratt*, as only Sister and Heir at Law as well of the said *John Pratt* the Son as of the said *Robert Pratt*; and also against *William Robinson*, *Charles Robinson*, and *Morris Robinson* (now Lord *Rokeby* of the Kingdom of *Ireland*), as Executors of the said *Matthew Robinson Morris* (afterwards Lord *Rokeby*), and also against the said present Lord *Rokeby* as Heir at Law of the said Lord *Rokeby* deceased; and against *John Gee Smyth* as Executor of the aforesaid *Ann Gee*; and also against the said Infants *Thomas Lambard*, *Multon Lambard* the younger, and *Mary Lambard*; and against the said *Peter Forster* the younger and *Maria* his Wife, and the said *Brampton Gurdon Dillingham*, One of the Trustees named in their aforesaid Marriage Settlement, and against the said *Gerard Noel Edwards*, *George Templer*, *Nathaniel Middleton*, *Richard Johnson*, and *John Wedgwood*, as such Mortgagees as aforesaid, and against the said *Joseph Ward* as such Mortgagee as aforesaid, and against the said *Multon Lambard* the elder as the other Trustee named in the said Settlement made or agreed to be made upon the Marriage of the said *Peter Forster* the younger and *Maria* his Wife: And whereas the said last mentioned Suit was duly revived against the said several last mentioned Representatives, and by the Decree bearing Date the Twenty-third Day of *March* One thousand eight hundred and two, made upon the hearing of the said Supplemental Causes, it was ordered, that the Decree made in the said Causes, *Hardinge and Pratt*, and *Hardinge and Bale*, bearing Date the Twenty-eighth Day of *June* One thousand seven hundred and ninety-three, and the Accounts thereby directed, be carried on and prosecuted between the Parties to the last mentioned Suit, in the Manner as was directed by the said former Decree in the said Causes, *Hardinge and Pratt*, and *Hardinge and Bale*, between the Parties to those Suits: And whereas the said *Charles Mayne* lately went abroad; but previously thereto, by Indentures of Lease and Release dated respectively the Twenty-second and Twenty-third Days of *March* One thousand eight hundred and two, he the said *Charles Mayne* conveyed and assigned unto and to the Use of the said *Multon Lambard* and *Thomas Lambard*, and their Heirs, Executors, Administrators, and Assigns, all his Parts or Shares as One of the Three surviving Sons of the said *Sarah Mayne* deceased, of and in the aforesaid Freehold and Leasehold Estates, and also of and in the Sum of One thousand seven hundred and fifty Pounds, which was the Value of Two thousand Pounds Three Pounds *per Centum* Bank Annuities devised by the Will of the said *Francis Otway* the younger deceased, to the said *Sarah Mayne*, as One of the Six eldest Daughters of him the said *Francis Otway*, and all other Monies to which the said *Charles Mayne* was entitled by, from, or out of all or any of the Freehold or Leasehold Estates aforesaid, upon Trust to sell and dispose of the said Freehold and Leasehold Premises thereby conveyed, and to invest the

Decree in
Chancery, 23^d
March 1802.

Indentures of
22^d and 23^d
March 1802.

clear Purchase Money in some of the publick Stocks or Funds in *Great Britain*, in the Name of the said *Charles Mayne*, his Executors or Administrators, to and for his and their own Use and Benefit, and the Receipts of the same Trustees were to be a Discharge to Purchasers, and upon Trust to call in and receive the Monies thereby assigned, and to invest the same in the like Stocks or Funds, in the Name of the said *Charles Mayne*, his Executors or Administrators, to and for his and their own Use and Benefit; and the said *Charles Mayne* thereby appointed the said *Multon Lambard* and *Thomas Lambard* his Attornies, to join and concur with all Parties interested in making an Application to Parliament for an Act for the Sale or Partition of the said Hereditaments upon the Trusts aforesaid, or to execute Deeds of Conveyance and Partition, and to recover and receive the said Monies thereby assigned: And whereas by Indentures of Lease and Release, dated respectively the Twenty-seventh and Twenty-eighth Days of *April* One thousand eight hundred and two, the Release of Three Parts, and made between *Bryce M^c Murdo* Esquire, of the First Part; the aforesaid *Jane Otway* Spinster, of the Second Part; and the aforesaid *Multon Lambard*, and the aforesaid *Robert Mayne* of the Third Part; being the Settlement made previously to and in Contemplation of the Marriage then intended and since solemnized between the said *Bryce M^c Murdo* and *Jane Otway*, she the said *Jane Otway* conveyed and assigned unto and to the Use of the said *Multon Lambard* and *Robert Mayne*, and their Heirs, Executors, Administrators, and Assigns, all her Parts or Shares of and in the said Freehold and Leasehold Estates, and also several Sums of Money therein mentioned, making together the Sum of One thousand seven hundred and fifty Pounds, being the Value of Two thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities at the Date of the Will of the said *Francis Otway* deceased, to which Sums she the said *Jane Otway* was entitled under and by virtue of the same Will, upon Trust, that after the Solemnization of the said then intended Marriage, to sell and dispose of the said Freehold and Leasehold Premises thereby conveyed, and invest the clear Purchase Monies in Government or Real Securities, and it was thereby agreed and declared, that the same Trustees should stand possessed of the Securities so to be purchased, and the Monies so thereby assigned upon certain Trusts thereby declared, being such and the like Trusts for the Benefit of the said *Bryce M^c Murdo* and *Jane Otway*, and their Children, as are in and by the said Indenture of the Thirteenth Day of *May* One thousand eight hundred expressed and declared of and concerning the Funds and Securities and Monies to be produced by or received from the Real and Personal Estate of the said *Maria Otway*, thereby assigned for the Benefit of the said *Peter Forster* the younger and *Maria* his Wife, and their Children; save and except that the Sum of One thousand Pounds was to be at the Disposal of her the said *Jane Otway* by her Will or Codicil to take Effect after the Death of the Survivor of them the said *Bryce M^c Murdo* and *Jane Otway*: And whereas the principal Parts of the said Real and Leasehold Estates remain undisposed of, and consist chiefly of Messuages or Dwelling Houses in different Situations, and upwards of Two hundred in Number, most of which are very much out of Repair, and considerable Sums have been lately expended out of the Rents and Profits to keep them tenantable: And whereas it is very desirable to all Parties interested that all the said Estates should be sold, but from the great Number of Persons interested, who would be necessary Parties to the Conveyances

Indentures of
27th and 28th
April 1802.
Mr. Mac
Murdo's Mar-
riage Settle-
ment,

Jane Otway's
Marriage.

ances to Purchasers, great Inconvenience and Delay would attend the ordinary Course: And whereas great Inconvenience has arisen to the Parties interested, from the frequent Necessity of continuing the said Causes by Bills of Revivor and Supplement, from the frequent Deaths of Parties, and Alterations of Rights and Interests: And whereas by an Order of the said Court of Chancery, made in the said last mentioned Cause on the Twenty-fifth Day of May One thousand eight hundred and two, upon the Petition of the said *George Hardinge* and *John Lord Bishop of Oxford*, it was ordered, that the Petitioners should be at Liberty to apply to Parliament to obtain an Act for vesting the several Estates in Question in that Cause in Two Trustees, upon Trust to sell the same either entire or in Parcels, making such Sale and Sales under the Direction of that Court, and applying the Purchase Money according to the Directions of that Court, such Directions to be given upon Application in a summary Way by Petition, either by any general Order or Orders, or by such particular Order as that Court should think fit to be made from Time to Time; but inasmuch as the Purposes aforesaid cannot be effectually carried into Execution without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *George Hardinge* and *John Lord Bishop of Oxford* as Trustees, and the said *William Mayne*, *Robert Mayne*, *Charles Mayne*, and *Thomas Lambard*, on Behalf of themselves, the said *Sackville Stephens Bale* and *Alicia* his Wife, on Behalf of themselves and their Infant Children, the said *Multon Lambard* and *Aurea* his Wife, on Behalf of themselves and their Infant Children, the said *Grace Otway* Spinster on Behalf of herself, the said *Peter Förster* and *Maria* his Wife on Behalf of themselves, and the said *Bryce M^cMurdo* and *Jane* his Wife on Behalf of themselves; do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That, from and immediately after the passing of this Act, all and singular the Freehold Messuages, Tenements, Pieces or Parcels of Ground, Lands, and Hereditaments, heretofore the Estate of the aforesaid *Thomas Taylor* the Father and *Thomas Taylor* the Son, or either of them, situate in the several Parishes of *Saint Martin in the Fields*, *Saint Andrew Holborn*, *Saint George Bloomsbury*, *Saint George the Martyr*, and *Kensington*, or elsewhere in the said County of *Middlesex*, and which were devised by the said Wills of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, or either of them as aforesaid, and which were comprized in the aforesaid recited Act of Parliament, and now remain unfold, with their and every of their Rights, Members, Easements, and Appurtenances, shall (but subject and without Prejudice to the several Mortgages and Incumbrances subsisting thereon, except as herein-after is otherwise provided), be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon the said *John Lord Bishop of Oxford* and the Reverend *Samuel Smith* of *Daventry*, in the County of *Northampton*, Clerk, and their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated of and from all the Uses, Trusts, Powers, Provisoos, Limitations, Remainders, and Contingencies in and by the said Wills of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, and the aforesaid Act of Parliament, and the aforesaid Will of the said *Sarah Otway* the elder, and all and every the herein-before recited or mentioned

Decree in
Chancery 25
May 1802.

Messuages and
Premises de-
vised by the
Will of Mr.
Taylor, etc.
vested in
Trustees to be
sold.

Indentures of Settlement and Articles made on the Marriages of the aforesaid *Edward Cunningham* and *Ann* his Wife, *Robert Mayne* and *Sarah Mayne* his Wife, *Thomas Lambard* and *Sophia* his Wife, *Sackville Stephens Bale* and *Alicia* his Wife, *Multon Lambard* and *Aurea* his Wife, *Peter Forster* the younger and *Maria* his Wife, and *Bryce M^c Murdo* and *Jane* his Wife, and the said recited Indentures of Lease and Release of the Twenty-second and Twenty-third Days of *March* One thousand eight hundred and two, limited, expressed, or declared of and concerning the same; and also all and singular the Leasehold Messuages, Tenements, Yards, or Gardens, and all other the Leasehold Premises heretofore the Estate of the said *Thomas Taylor* the elder and *Thomas Taylor* the younger, and now remaining unfold, and which are now held under a renewed Lease thereof, dated the Thirty-first Day of *January* One thousand seven hundred and seventy-seven, from the Master, Governors, and Trustees of the *Bedford* Charity; and also all and singular the Leasehold Messuages or Tenements and Premises heretofore the Estate of the said *Sarah Otway* Widow, and now remaining unfold, and which are held under Letters Patent from the Crown, dated respectively the Second Day of *June* in the Fourth Year of the Reign of His present Majesty, and the Twenty-second Day of *August* in the Twenty-fourth Year of the same Reign, with their and every of their Rights, Members, Easements, and Appurtenances, shall, from and immediately after the passing of this Act, but subject to the Rents and Covenants in the said Indenture of Lease and Letters Patent reserved and contained on the Lessees Part to be performed, and also subject as to the said Premises comprized in the said Letters Patent to the aforesaid Mortgage thereon, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon the said *John* Lord Bishop of *Oxford* and *Samuel Smith*, and their Executors, Administrators, and Assigns for the Remainder of the several Terms of Years therein respectively to come, discharged and acquitted of and from all the Trusts in and by the said Wills of the said *Thomas Taylor* the Father and *Thomas Taylor* the Son, and the aforesaid Act of Parliament, and the said Will of the said *Sarah Otway* the elder, expressed and declared of and concerning the same; and the said Freehold and Leasehold Premises hereby vested and settled as aforesaid, are so vested and settled upon Trust that they the said *John* Lord Bishop of *Oxford* and *Samuel Smith*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, do and shall from Time to Time sell and dispose of the same Freehold and Leasehold Premises respectively, either entire or in Parcels, making such Sale and Sales under the Directions of the High Court of Chancery, and the Purchase Money being applied under the Directions of that Court, which Directions, as well for Sale or Sales, as for the Application of the said Purchase Money, the said Court of Chancery is hereby authorized to give upon Application, from Time to Time, in a summary Way by Petition, either by any general Order or Orders, or by such particular Order or Orders as that Court shall think fit to make from Time to Time.

Sales to be made under the Direction of the Court of Chancery.

Purchasers on paying the Purchase Money to enjoy the Premises freed from all Claims, etc.

II. Provided always, and be it further enacted, That the Purchaser or Purchasers paying his, her, or their Purchase Monies according to the Directions of the said Court of Chancery, and his, her, and their Heirs, Executors, Administrators, and Assigns, shall at all Times after any Conveyance or Conveyances shall be made to him, her, or them under the

the Authority of this Act, hold and enjoy the Premises to him or them conveyed, not only freed and discharged as herein-before is expressed and provided, but also freed and discharged of and from all the Estate, Right, Title, and Interest of the Heirs of the aforesaid *Robert Pratt*, the Trustee Mortgagee named in the aforesaid recited Indenture of Release and Mortgage of the Twenty-eighth Day of *July* One thousand seven hundred and seventy-four, and all Persons interested in the Principal Money and Interest secured by the same Indenture, and also of and from all the Estate, Right, Title, and Interest of the said *Multon Lambard* and *Joseph Ward* respectively, and their respective Heirs, Executors, and Administrators, under and by virtue of their aforesaid recited Securities: Provided, that nothing herein contained shall prevent the Persons beneficially entitled to the Principal Monies and Interest secured by the same several Securities, from claiming Payment of their said Principal Monies and Interest from and out of the Monies which shall arise by the Sale or Sales made under the Authority of this Act, according to the Priority of their Securities, and in such Manner as they shall appear to be entitled.

III. And be it further enacted, That if the said *John* Lord Bishop of *Oxford* and *Samuel Smith*, or either of them, or the Trustees or Trustee for the Time being, shall die, or desire to relinquish the Trusts hereby in them or him reposed before the same Trusts shall be performed, then and in such Case it shall and may be lawful to and for them the said *John* Lord Bishop of *Oxford* and *Samuel Smith*, or the Survivor of them, or the Trustees or Trustee for the Time being, pursuant to an Order of the said Court of Chancery, to be made in a summary Way upon Petition, to convey all and singular the Premises then remaining vested in them respectively under the Trusts hereby declared, to a new Trustee or Trustees, to be approved of by the said Court, upon, and to and for the Trusts hereby declared of and concerning the same Premises, and so from Time to Time when and so often as there shall be Occasion.

New Trustees to be appointed in Room of those dying or refusing to act.

IV. Saving always and reserving to the King's most Excellent Majesty, and His Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, and his and their Heirs, Successors, Executors, and Administrators (other than and except the aforesaid *William Mayne*, *Robert Mayne* the Son and *Charles Mayne*, and the said *Thomas Lambard*, and the said *Sackville Stephens Bale* and *Alicia* his Wife, and the Issue of the said *Sackville Stephens Bale* by the said *Alicia*, and the said *Multon Lambard* and *Aurea* his Wife and their Issue, and the said *Grace Otway* and her Issue, and the said *Peter Forster* and *Maria* his Wife and their Issue, and the said *Bryce M'Murdo* and *Jane* his Wife and their Issue, and the said *George Hardinge*, *John* Lord Bishop of *Oxford*, *Elizabeth Pratt*, *Sir Mark Parsons*, *Augustine Greenland*, *Edward Boodle*, *Brampton Gurdon Dillingham*, and the several and respective Heirs, Executors, and Administrators of all and every the said Person and Persons so excepted out of the said Saving), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, and to the aforesaid Freehold and Leasehold Pieces or Parcels of Ground, Messuages, Lands, Tenements, Hereditaments, and Premises hereby vested and settled as aforesaid, as they, every, or any of them had before the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

General Saving.

V. And

Publick Act.

V. And be it further enacted, That this Act shall be deemed and taken to be a publick Act, and shall be judicially taken Notice of as such by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

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