



ANNO QUADRAGESIMO QUINTO

GEORGII III. REGIS.

Cap. 112.

An Act for vesting certain Estates late belonging to and devised by the Will of Sir *Joseph Mawbey* Baronet, deceased, in Trustees, to be sold, and for applying the Monies arising from the Sale thereof in the Discharge of Incumbrances and Debts, and for laying out the Surplus in the Purchase of other Estates to be settled to the same Uses.

[10th July 1805.]

WHEREAS Sir *Joseph Mawbey*, late of *Bolleys*, in the County of *Surrey*, Baronet, deceased, was seized of divers Real Estates, and Tenements and Hereditaments of considerable Value in the County of *Surrey*, and elsewhere, subject to various Charges thereon, and the Payment of divers Annuities: And whereas the said Sir *Joseph Mawbey* was also possessed of considerable personal Property, but was indebted at the Time of his Death to various Persons in different Sums of Money: And whereas the said Sir *Joseph Mawbey* made and duly published his last Will and Testament in Writing dated on or about the Eleventh Day of *October* One thousand seven hundred and ninety-two, and thereby gave and devised unto *Thomas Hood* the younger, of *Littleton*, in the County

Will of Sir
J. Mawbey
recited.

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of *Middlesex*, Esquire, and *Maurice Swabey* of *Doctors Commons*, Doctor of Laws, and their Heirs, the several Manors and Freehold Messuages, Lands, Tythes, and Hereditaments therein mentioned, situate and being in the several Counties of *Surrey*, *Essex*, *Kent*, and *Middlesex*, and in the City of *London*, and all other his Freehold Estates in the same several Counties and City (subject as to certain Parts therein mentioned); and also all his Copyhold Messuages, Lands, and Tenements situate in the County of *Surrey*, and held of the therein mentioned Manors; and all his Copyhold Estates in *Essex*; and all other his Copyhold Estates in *England*; to hold the same unto the said *Thomas Wood* and *Maurice Swabey*, and their Heirs, to and upon the Uses and Trusts therein-after and herein-after expressed, *videlicet*; to the Use of the said *Thomas Wood* and *Maurice Swabey*, their Executors, Administrators and Assigns, from the Day of his decease for the Term of Five hundred Years, upon Trust, by Mortgage to raise and levy Portions thereby provided for the Testator's Children, and also if necessary all his Debts, and the Legacies thereby bequeathed, and all such Sums as should be necessary to be paid for his Son *Joseph Mawbey* being admitted to the Testator's several Copyhold Estates; and from and after the Expiration or other sooner Determination of the said Term of Five hundred Years, to the Use of his Son *Joseph Mawbey* for Life, *sans Waste*; Remainder to the Use of the said Trustees and their Heirs, during the Life of his said Son *Joseph Mawbey*, upon Trust to preserve contingent Remainders; Remainder to the Use of the First and every other Son and Sons of the said Testator's said Son *Joseph* successively, according to seniority, in Tail Male; Remainder to the Use of any other Son or Sons of the said Testator by any future Wife, successively, according to seniority, in Tail Male; Remainder to the Use of the First and every other Daughter and Daughters of his said Son *Joseph Mawbey*, according to seniority, in Tail Male; Remainder to the Use of Testator's eldest Daughter *Catherine Goleborn*, for her Life, with a Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Catherine Goleborn* successively, according to seniority; Remainder to the Use of Testator's Second Daughter *Mary Mawbey* for her Life, with Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to her First and other Sons successively, according to seniority, in Tail Male; Remainder to the Use of the said Testator's youngest Daughter *Emily Mawbey*, for her Life, with Limitations to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to her First and other Sons successively, according to seniority, in Tail Male; Remainder to the Use of all or any other Daughter and Daughters of the said Testator by any future Wife, according to priority of Birth, in Tail Male; Remainder to the Use of the First and every other Daughter of the said Testator's Daughter *Catherine Goleborn* successively, according to seniority, in Tail Male; Remainder to the Use of the First and every other Daughter of the said Testator's said Daughter *Mary Mawbey* successively, according to seniority, in Tail Male; Remainder to the Use of the First and every other Daughter of the said Testator's said Daughter *Emily Mawbey* successively, according to seniority, in Tail Male; Remainder to the Use of the Heirs of the Testator's own Body; Remainder to the Use of the said Testator's Nephew *Joseph Alcock*, the eldest Son of his Sister *Mary*, formerly *Mary Alcock* (then

(then *Mary Dobson*) for Life, *sans Waste*; Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Joseph Alcock*, upon Trust to preserve contingent Remainders; Remainder to the Use of *Joseph Alcock*, the younger Son of the said Testator's said Nephew *Joseph Alcock*, for Life, *sans Waste*; Remainder to the Use of the said Trustees and their Heirs, during the Life of the said *Joseph Alcock*, to preserve contingent Remainders; Remainder to the Use of the Heirs Male of the Body of the said *Joseph Alcock*; Remainder to the Use of the said Testator's Nephew *John Alcock*, Third Son of the Testator's said Sister *Mary Dobson*, for Life, *sans Waste*, with a Limitation to the said Trustees and their Heirs during his Life, to preserve contingent Remainders; Remainder to the Heirs Male of his Body; Remainder to the Use of the said Testator's Nephew *Thomas Alcock*, Fourth Son of his said Sister *Mary Dobson*, for Life, *sans Waste*, with a Limitation to the said Trustees and their Heirs, during his Life to preserve contingent Remainders; Remainder to the Heirs Male of his Body; Remainder to the Use of the said Testator's Niece *Martha Cooper*, the eldest of the Three Daughters of his Sister *Ann Cooper* then living, for Life, *sans Waste*, with a like Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to the Heirs Male of her Body; Remainder to the Use of the said Testator's Niece *Susannah Cooper* (now *Susannah Greaves*) Second Daughter then living of the said *Ann Cooper*, for Life, *sans Waste*, with a like Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to the Heirs Male of her Body; Remainder to the Use of the said Testator's Niece *Fanny Cooper* the youngest Daughter of his said Sister *Ann Cooper* for Life, *sans Waste*, with a like Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to the Heirs Male of her Body; Remainder to the Use of the said Testator's Niece *Maria Alcock*, the only Daughter of the said Testator's said Sister *Mary Dobson*, for Life, *sans Waste*, with a like Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to the Heirs Male of her Body; Remainder to the Use of the said Testator's Sister *Ann Cooper*, *sans Waste*, with a like Limitation to the said Trustees and their Heirs during her Life, to preserve contingent Remainders; Remainder to the Heirs Male of her Body; Remainder to the Use of the said Testator's Kinsman *Thomas Mawbey*, eldest Son of *Erasmus Mawbey*, of *Bagworth*, in the County of *Leicester*, deceased, for Life, *sans Waste*, with a like Limitation to the said Trustees and their Heirs, to preserve contingent Remainders; Remainder to the Heirs Male of his Body; Remainder to the Use of the said Testator's Kinsman *William Mawbey*, Second Son of the said *Erasmus Mawbey*, deceased, for Life, *sans Waste*, with a like Limitation to the said Trustees and their Heirs, to preserve contingent Remainders; Remainder to the Heirs Male of his Body; Remainder to the Use of the said Testator's own right Heirs for ever: And whereas the said Sir *Joseph Mawbey* the Son intermarried with *Charlotte Henchman* Spinster, and they are both now living, and have Issue between them Two Daughters, *Emily Mawbey* and *Anna Maria Mawbey*, both Infants, now living: And whereas the said *Catherine Goleborn*, the eldest Daughter of the said Testator, intermarried with *Thomas Lynch Goleborn* Esquire, and they are both now living, and have Issue between them one Daughter, *Catherine Goleborn*, an Infant, now living:

And

And whereas the said *Mary May*, Second Daughter of the said Testator, intermarried with the Reverend *Thomas Charles May*, and she died after the said Testator, without having ever had Issue: And whereas the said *Emily Mawbey*, the Third and youngest Daughter of the said Testator, died an Infant before the said Testator: And whereas the said *Joseph Alcock* intermarried with *Elizabeth Jane Taylor*, and they are both now living, and have Issue between them Six Children, *Joseph, Letitia, Maria, John, Jane,* and *Thomas*, all Infants: And whereas the said *John Alcock* intermarried with *Catherine Froggott*, and they are both now living, but without Issue: And whereas the said *Thomas Alcock* intermarried with the Honourable *Caroline St. Leger*, and they are both now living, and have Issue between them Two Children, *Catherine Louisa* and *Thomas*, both Infants: And whereas the said *Maria Alcock* is now living without Issue: And whereas *Ann Cooper*, the Testator's Sister, intermarried with *John Cooper*, and they are both dead, and have left Issue Three Daughters, namely, *Martha, Susannah,* and *Fanny*: And whereas the said *Martha Cooper* intermarried with the Reverend *William Cooper*, who is since dead, leaving the said *Martha Cooper* his Widow, and Three Children by her, namely, *John Mawbey, William Henry,* and *Ann Eliza*; and the said *William Henry* is since dead, an Infant; and the said *John Mawbey* and *Ann Eliza* are both now living, and Infants: And whereas the said *Susanna Greaves* (called in the said Will *Susanna Cooper*) first intermarried with *John Dean Hogard* Esquire, who afterwards died without having had Issue by her; and she afterwards intermarried with *Samuel Greaves* Esquire, and they are both living, but have no Issue: And whereas the said *Fanny Cooper* intermarried with one *James Cooper*, and they are both living, but have no Issue: And whereas the said *Thomas*, described in the said Will as the Testator's Kinsman, and eldest Son of *Erasmus Mawbey*, hath not been heard of for upwards of Twenty Years, and is supposed to be dead: And whereas the said *William Mawbey*, described in the said Will as the Second Son of the said *Erasmus Mawbey*, intermarried with *Hannah Billin*, and they are both now living, and have Issue between them Three Children, namely, *Erasmus, John,* and *Mary*, who are all now living, and Infants: And whereas the said Sir *Joseph Mawbey* died some Time in the Month of *June*, in the Year One thousand seven hundred and ninety-eight, leaving Sir *Joseph Mawbey* Baronet, his Son and Heir and sole Executor and residuary Legatee: And whereas after the Death of the said Sir *Joseph Mawbey*, *Elizeus Burges*, and *George Kier*, Two of the Creditors of the said Sir *Joseph Mawbey*, filed their original and supplemental Bills in the Court of Chancery, on Behalf of themselves and all other the Creditors of the said Sir *Joseph Mawbey*, against Sir *Joseph Mawbey* Baronet, sole Executor and residuary Legatee named in the Will of the said Sir *Joseph Mawbey* deceased; *Thomas Wood* the younger Esquire, *Maurice Swabey* Doctor of Laws, *Joseph Alcock* Esquire, *William Watson* Esquire, *Thomas Lynch Goleborn* Esquire, and *Catherine* his Wife, and *Catherine Goleborn* the younger, an Infant, by the said *Thomas Lynch Goleborn*, her Guardian, *John Kenrick* Esquire, *Mary Dobson* Widow, and *Ann Cooper* Widow, *John Martin Leake* Esquire, *John Sharpe Palmer* Esquire, *Thomas Neatby* Esquire, *Joseph Ruse* Esquire *Dame Jane Riggs Miller*, *Benjamin Phillips*, and *Mary Biagborn*, the Right Honourable *George Lord Kinnaird*, *William Morland* Esquire, *Scrope Bernard* Esquire, *John Hosier* Esquire, *Emily Mawbey*, an Infant, by *Thomas Henschman* Esquire, her Guardian, *John Gibbons* Esquire,

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Joseph May Esquire, *George Eyre* Esquire, and *Thomas Charles May* Clerk, and *Mary* his Wife, late *Mary Mawbey*, Defendants: And whereas the said *Elizeus Burges* and *George Kier* afterwards filed another Bill in the said Court of Chancery against the said Sir *Joseph Mawbey* Baronet, Executor as aforesaid, and the said *Thomas Wood*, *Maurice Swobey*, *Joseph Alcock*, *William Wafson*, *Thomas Lynch Golborn* and *Catherine* his Wife, and *Catherine Golborn* the younger, an Infant, by her said Guardian *John Mar. in Leake*, *John Sharpe Palmer*, *Thomas Neatby*, *Joseph Ruse*, *Dame Jane Riggs Miller*, *Benjamin Phillips*, and *Mary Blagborn*, the Right Honourable *George Lord Kinnaird*, *William Morland*, *Scrope Bernard*, *John Hofter*, *Emily Mawbey*, an Infant, by her said Guardian *John Gibbons*, *Joseph May*, and *George Eyre*, the Reverend *Thomas Charles May*, and the Reverend *Jervis Kenrick* Clerk, Administrator of all and singular the Rights and Credits of the said *John Kenrick*, left unadministered by the Reverend *Matthew Kenrick* Doctor of Divinity, deceased, who was Administrator with the Will annexed of the said *John Kenrick*, Defendants: And whereas the said Cause came on to be heard by original and amended Bills, supplemental Bill, and Bill of Revivor, and on hearing thereof on the Second Day of *May* One thousand seven hundred and ninety-nine, and upon Debate of the Matter, and reading the Will of the said Testator Sir *Joseph Mawbey*, dated the Eleventh Day of *October* One thousand seven hundred and ninety-two, the Probate of the said Will, the First Codicil to the said Will, dated the Fourteenth Day of *December* One thousand seven hundred and ninety-two, and the Second Codicil to the said Will, dated the Second Day of *May* One thousand seven hundred and ninety-five, and hearing what was alleged by the Counsel on both Sides, and the Defendant Sir *Joseph Mawbey*, the only Son and Heir at Law of the said Testator Sir *Joseph Mawbey* deceased, by his Answer admitting the due Execution of the Will and Codicils of the said Testator, it was by a Decree of the Master of the Rolls ordered and declared that the said Will and Codicils ought to be established, and the Trusts thereof performed and carried into Execution; and it was further ordered and decreed that it should be referred to Mr. *Graves*, One of the Masters of the said Court, to take an Account of what was due to the Plaintiffs, and all other the Creditors of the said Testator, and of his Funeral Expences, and to compute Interest on such of the Debts as carried Interest, after such Rate of Interest as they respectively carried, and to cause Advertisements to be published in the *London Gazette*, and such other publick Papers as he should think fit, for the Creditors of the said Testator to come in before him and prove their Debts, and to fix a peremptory Day for that Purpose, and such of them who should not come in by the Time to be therein limited, to be excluded the Benefit of the Decree; and it was ordered and decreed that the said Master should also take an Account of the personal Estate of the said Testator, not specifically bequeathed, come to the Hands of the said Defendant Sir *Joseph Mawbey*, his Executor, or to the Hands of any other Person or Persons by his Order, or for his Use; and it was ordered that such personal Estate of the said Testator should be applied in Payment of what should be found due to the Plaintiffs, and all other the Creditors of the said Testator, for their Debts, and of his Funeral Expences, in a Course of Administration; and the Defendant *Joseph Ruse*, the Mortgagee of Part of the Leasehold Estates of the said Testator, by his Counsel consenting to a Sale of the Premises comprised in his Mortgage, it was ordered

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decreed and decreed that the said Leasehold Estates, and all other the Leasehold Estates of the said Testator, should be sold with the Approbation of the said Master, to the best Purchaser or Purchasers that could be got for the same, to be allowed of by the said Master, wherein all proper Parties were to join, and to produce before the said Master, upon Oath, all Deeds and Writings in their Custody or Power relating thereto, as the said Master should direct; and it was ordered that the Money to arise by such Sale be paid into the Bank with the Privity of the Accountant General of the said Court, to be there placed to the Credit of this Cause, subject to the further Order of the said Court; but in case the personal Estate of the said Testator should not be sufficient for the Payment of his Debts, then it was ordered that the said Master should enquire and state to the Court whether the Deficiency could be raised by Sale or Mortgage of the Premises comprised in the Term of Five hundred Years created by the said Testator's Will; and for the better taking of the Accounts, and discovery of the Matters aforesaid, the Parties were to be examined on Interrogatories, and to produce before the said Master upon Oath all Books, Papers, and Writings in their Custody or Power relating thereto, as the said Master should direct, who in the taking of the said Accounts was to make unto the Parties all just Allowances: And whereas *John Campbell Esquire*, One of the Masters of the said Court, to whom the said Cause was transferred, by an Order bearing Date the Second Day of *June* One thousand eight hundred and one, made his Report in the said Cause, bearing Date the Thirteenth Day of *June* One thousand eight hundred and four, and thereby certified that all proper Steps had been taken for the giving Notice to Creditors to claim according to the said Decree; and that it appeared that the said *Sir Joseph Mawbey* Baronet, deceased, in pursuance of Articles made and executed by him, in Contemplation of an intended Marriage between him and one *Elizabeth Pratt*, who was entitled unto Twelve thousand Pounds as her Fortune or Marriage Portion; and in Consideration of his receiving and being allowed to employ the same (which Marriage took Effect, and Twelve thousand Pounds Marriage Portion was accordingly paid) did execute to certain Trustees a Bond bearing Date the Twenty-seventh Day of *November* One thousand seven hundred and sixty, whereby he became bound in Twenty-four thousand Pounds, conditioned for Payment of Twelve thousand Pounds within Six Months next after his decease, to and for certain Uses and Purposes mentioned and declared by the said Articles for Payment of the Interest thereof to the said *Lady Mawbey* during her Life, and Distribution thereof among the Children of the said Marriage, in such Shares as should be appointed by the said *Sir Joseph Mawbey* and *Elizabeth* his Wife, or the Survivor of them; and as a collateral Security the said Testator *Sir Joseph Mawbey*, by Indenture bearing date the Seventh Day of *June* One thousand seven hundred and sixty-three, conveyed certain Estates and Premises therein specified to the said Trustees their Executors, Administrators, and Assigns; and that some Time after the Marriage *Lady Mawbey* in consequence of the Death of her Brother without Issue, became entitled to a very considerable Real Estate, which with the Consent of her Husband, the Testator, *Sir Joseph Mawbey*, was settled in strict Settlement; and that there was Issue of the Marriage Seven Children, Four of whom survived the Mother, who died in the Lifetime of the Testator, *Sir Joseph Mawbey*, and no Appointment during her Life was made of the said Sum of Twelve thousand Pounds; and

that on the Eleventh Day of *October* One thousand seven hundred and ninety-two, after the Decease of Lady *Marobey*, and whilst the said Four surviving Children were living, namely, *Joseph*, *Catherine*, *Mary*, and *Emily*, the Testator, Sir *Joseph Marobey*, did by his Will appoint the said Sum of Twelve thousand Pounds in certain Proportions; and that the said Sir *Joseph Marobey* did on the Fourteenth Day of *December* One thousand seven hundred and ninety-two, add to his said Will a Codicil, and made another Codicil on the Second Day of *May* One thousand seven hundred and ninety-five, and appointed his said Son *Joseph Marobey*, sole Executor; and that the said Testator lived upwards of Three Years after the Execution of his last Codicil, and died on the Sixteenth Day of *June* One thousand seven hundred and ninety-eight, without having further revoked or altered his said Will, leaving his Son, the Defendant, Sir *Joseph Marobey* Baronet, his only Son, and Two of his Daughters, *Catherine* and *Mary*, him surviving, the Testator's youngest Daughter *Emily* having died in her Father's Lifetime unmarried, and under the Age of Twenty-one Years; and that the Death of the said Testator's said Daughter *Emily* happened on the Thirtieth Day of *December* One thousand seven hundred and ninety-seven, when she was of the Age of Eighteen Years, and that she left a Testamentary Disposition of her Property dated in the Month of *July* One thousand seven hundred and ninety-six; and the Testator her Father obtained Letters of Administration, with the Testamentary Paper annexed; and that the Testator's Daughter *Mary*, after her Father's Death, married the Defendant *Thomas Charles May*, and having attained her Age of Twenty-one Years is since dead without Issue; and the said Defendant, *Thomas Charles May*, her late Husband, is her Administrator, and that he was of Opinion, under the several Circumstances stated, that the Whole of the said principal Sum of Twelve thousand Pounds was a Debt due from the Estate of the said Testator Sir *Joseph Marobey*, and had allowed the same, and that he had proceeded to take an Account of the personal Estate of Sir *Joseph Marobey* Baronet, deceased, not specifically bequeathed, which came to the Defendant Sir *Joseph Marobey*, his Executor, and found that the Defendant Sir *Joseph Marobey*, as Executor as aforesaid, received divers Sums of Money on Account of the said Testator's personal Estate not specifically bequeathed, and had paid and discharged divers Debts due and owing from the Testator at the Time of his Death, and certain other Sums for his Funeral Expences, for Ground Rent, Taxes, Interest on Mortgage Bonds and other Securities, and otherwise on Account of the said Testator's personal Estate not specifically bequeathed; and that the Leasehold Estates of the said Testator had been sold pursuant to the said Decree, the Purchase Money for the same paid into the Bank, except certain Sums, the Application of which are in the said Report particularly specified; and it being directed by the said Decree, that in case the personal Estate of the said Testator should not be sufficient for the Payment of his Debts, then it was ordered that the said Master should enquire and state to the Court whether the Deficiency could be raised by Sale or Mortgage of the Premises comprised in the Term of Five hundred Years created by the said Testator's Will; and that it appeared that the said Sir *Joseph Marobey* Baronet, the Testator, being seized in Fee Simple of divers Free hold Manors, Advowsons, Lands, Tenements, Hereditaments, and Premises situate in different Counties; and also seized to him and his Heirs, according to the Customs of the Manors
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of which the same were holden of divers Copyhold Messuages, Lands, Tenements, Hereditaments and Premises, and possessed of divers Leasehold Estates, and a very considerable personal Estate, by his Will, bearing Date the Eleventh Day of *October* one thousand seven hundred and ninety-two, executed and attested as by Law required for passing Real Estates, after making an Appointment of the said Sum of Twelve thousand Pounds, in pursuance of the Settlement made on his Marriage; gave and devised unto the Defendants, the said *Thomas Wood* and *Maurice Swabey*, and to their Heirs, certain Estates and Hereditaments therein mentioned, which are specified in the Schedules to this Act annexed, marked (A) and (B), to hold the same unto the said *Thomas Wood* and *Maurice Swabey*, and their Heirs, for the Term of Five hundred Years, upon the Trusts, and for the Purposes therein expressed, being the same Uses, Trusts, and Purposes as are herein-before recited and directed concerning the same; and from and after the Expiration or other sooner Determination of the said Term of Five hundred Years, to the Use of his Son the Defendant, *Sir Joseph Mawbey*, and his Assigns, Remainder to the First Son of the said *Sir Joseph Mawbey*, the Son, lawfully to be begotten, and the Heirs Male of the Body of such First Son; Remainder to the Second, Third, Fourth, Fifth, and all and every Son and Sons of the Body of the said *Sir Joseph Mawbey*, the Son, lawfully to be begotten, severally, successively, and in Remainder, and of the several Heirs Male of the Bodies of such other Sons, and for Default of such Issue, Remainder to all and every other the Testator's Sons on the Body of any Wife he might thereafter marry, to be begotten severally, successively, and in Remainder, with the like Remainders over; and for Default of such Issue, Remainder to the First Daughter of the said *Sir Joseph Mawbey*, the Son, lawfully to be begotten, and the Heirs Male of the Body of such First Daughter; and for Default of such Issue, Remainder to the Second, Third, Fourth Fifth, and all and every Daughter and Daughters of the Body of the said *Joseph Mawbey*, the Son, lawfully to be begotten, severally, successively, and in Remainder, and the Heirs Male of the Bodies of such respective Daughters, with divers Remainders over; and the said Testator by his said Will declared the Trust of the said Term of Five hundred Years to be that the same was limited upon Trust, by Mortgage of his Real Estates comprised in that Term, or any Part or Parts thereof (if there should be Occasion) from Time to Time to raise and pay the several Portions provided for his said Children, and if necessary, all his Debts, and the Legacies therein bequeathed; and that the said *Sir Joseph Mawbey* died at the Time herein before mentioned, leaving the Defendant *Sir Joseph Mawbey*, his only Son and Heir at Law, and leaving the said *Thomas Wood*, *Maurice Swabey*, *Catherine Goleborn*, *Mary May*, then *Mary Mawbey*, and the Annuitants and Legatees named in the said Will (except the said *Emily Mawbey*) him surviving; and that the several Freehold and Copyhold Estates comprised in the said Term of Five hundred Years, consisted of the several Particulars, and were of the Annual Value set opposite thereto, and were subject to the several Incumbrances mentioned and set forth in the Fourth Schedule annexed to the Report, and which is annexed to this Act, marked (A) and (B); and the said Master further certified, that out of the Rents and Profits of the said Estates, the said Defendant, *Sir Joseph Mawbey* Baronet, the Tenant for Life, had paid all Interest from Time to Time which was due and had accrued due on the Mortgages and other Incumbrances affecting the

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the said Estates; and the said Master further certified, that it appeared that there will be a Deficiency of the Testator's personal Estate for the Payment of his Debts, to the Amount of about Forty-five thousand Pounds, or thereabouts, and that such Deficiency cannot be raised by Sale or Mortgage of the Premises comprised in the Term of Five hundred Years created by the said Testator's Will for the Residue of the said Term, but that the greater Part of the said Estates being Freehold, a much larger Sum would be produced by the Sale thereof; and submitted to the Court that such Deficiency cannot be raised without the Interposition of the Legislature, authorizing a Sale of the Fee Simple of such Part of the Testator's said Estates as shall be sufficient for raising such Deficiency; and the Master annexed to his said Report Schedules containing Particulars of all the Charges upon the Estates of the said Testator, and of all his Specialty and Simple Contract Debts, and also of the Produce of the Sales of his personal Estates, and Application thereof, and of the Payments made by the said Sir *Joseph Mawbey*, as Executor thereof: And whereas the said Master's Report was afterwards confirmed by the Lord Chancellor, and it was further referred to the Master to tax all Parties their Costs of the said Suit, including the Costs of the Exceptions, which Costs, when taxed, are to be paid to the respective Solicitors out of the Sum of Five hundred and thirty-five Pounds Twelve Shillings and Two-pence, Cash in the Bank, in this Cause, and the accruing Half Years Interest on Seven thousand one hundred and three Pounds Twelve Shillings and Eleven-pence, Three *per Centum* Annuities, standing in the Name of the Accountant General of the Court, in Trust in this Cause; and in case the said Funds should not be sufficient for Payment of the said Costs, that so much of the said Seven thousand one hundred and three Pounds Twelve Shillings and Eleven-pence Bank Three *per Centum* Annuities, should be sold with the Privity of the said Accountant General, as the Master would find should be sufficient to raise such Deficiency; and the said Cause was, as to further Directions, reserved by the Decree, bearing Date the Second Day of *May* One thousand seven hundred and ninety-nine, to stand over until after an Application shall have been made for an Act of Parliament for the Purpose of authorizing a Sale of the Fee Simple of the Testator's Freehold and Copyhold Estate, comprised in the Term of Five hundred Years created by the said Testator's Will, or so much thereof as there will be sufficient for raising so much Money as the Testator's personal Estate is deficient, for the Payment of his Debt and the Legacies given by his Will: And whereas it would be greatly for the Benefit and Advantage of all Persons who, under the Limitations in the said Will of the said Sir *Joseph Mawbey*, are and may be interested in the said devised Estates, if Parts thereof were sold in Fee Simple, and a sufficient Part of the Monies arising from such Sale were applied in and for the Payment and Satisfaction of the said Sums of Money so due as aforesaid; and if the Residue of the said Monies (after Payment of the Costs and Expences of obtaining this Act, and also of the said Sales) were laid out and invested in the Purchase of other Estates to be settled to the same Uses as the said devised Estates mentioned in the said Will do now stand limited; but such Sale cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects, the said Sir *Joseph Mawbey*, on Behalf of himself and his said Infant Daughters, and also the said *Thomas Wood* and *Maurice Swabey*, *Catherine Goleborn*, on Behalf of herself and her Daughter *Catherine Goleborn*

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Trustees to
be sold.

Goleborn the younger, an Infant, and the said *Joseph Alcock*, on Behalf of himself and his said Infant Children, and the said *John Alcock*, for himself, and the said *Thomas Alcock*, for himself and his said Infant Children, and the said *Martha Cooper*, for herself and her said Infant Children, and the said *Susannah Greaves*, for herself, and the said *Fanny Cooper*, for herself, and the said *Maria Alcock*, for herself, and also the said *William Mawbey*, for himself and for his said Infant Children: 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 all and singular the Messuages, Farms, Lands, Tenements, and Hereditaments particularly mentioned and specified in the Schedules hereto annexed respectively marked (A) and (B), being the Estates late of the said Sir *Joseph Mawbey* Baronet, deceased, (devised by his said Will as aforesaid) and all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Feedings, Pastures, Trees, Woods, Underwoods, Ways, Paths, Passages, Waters, Watercourses, Commons, Common of Pasture and Turbary, Easements, Profits, Commodities, Advantages, Rights, Members, and Appurtenances whatsoever to the said Messuages, Farms, Lands, Tenements, and Hereditaments, or any of them, belonging or in anywise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, and of every Part thereof, shall, from and after the passing of this Act, be vested in and settled upon, or remain and continue in, and the same are hereby from henceforth vested in and settled upon, or caused to remain and continue in the said *Thomas Wood* and *Maurice Swabey*, and their Heirs and Assigns, to the Use of them the said *Thomas Wood* and *Maurice Swabey*, their Heirs and Assigns for ever, freed and discharged and absolutely acquitted, exempted, and exonerated of, from, and against all and every the Uses, Estates, Limitations, Powers, Provisoos, and Declarations in and by the said Will of the said *Joseph Mawbey* limited, created, declared, and contained, of and concerning the same, but nevertheless upon such Trusts, and for such Intents and Purposes as are herein-after expressed and declared of and concerning the same (that is to say) upon Trust, that they the said *Thomas Wood* and *Maurice Swabey*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be, absolutely make sale and dispose of the said Messuages, Farms, Lands, Tenements, and Hereditaments mentioned, set forth, and contained in the Schedule marked (B), hereby vested in them the said *Thomas Wood* and *Maurice Swabey*, their Heirs and Assigns, either together or in Parcels, and either by publick Auction or private Contract, unto any Person or Persons who may be willing to become the Purchaser or Purchasers thereof, at the best Price or Prices, and for the most Money that can at the Time of such Sale or Sales be reasonably had and obtained for the same; and if the Monies arising from the Sale of the Messuages, Farms, Lands, Tenements, and Hereditaments contained in the Schedule marked (B), shall not be sufficient for the Claims to be satisfied thereout, then and in such Case it shall be lawful for the said *Thomas Wood* and *Maurice Swabey*, or the Survivor of them, or the Heirs or Assigns of such Survivor to apply to the Court of Chancery in a summary Way, stating the Amount of the Deficiency and the estimated

estimated Value of such Parts of the Messuages, Farms, Lands, Tenements, or Hereditaments mentioned, set forth, and contained in Schedule (A), as may be necessary as to the Amount of Value, and most eligible as to their Situation to sell for the Purpose of raising such Deficiency, and by the Leave of the Court of Chancery in like Manner to sell any such Messuages, Farms, Lands, Tenements, and Hereditaments as may be necessary and sufficient for the Purpose aforesaid; and on Payment, as herein-after mentioned, of the Purchase Money or Purchase Monies for which the said Hereditaments, or any Part or Parts thereof shall be sold, do and shall (with such Consent and Approbation as aforesaid) convey and assure the same, or such Part or Parts thereof for which such Monies shall be so paid, unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint, freed and discharged, exempted, acquitted, and exonerated as aforesaid.

II. Provided always, and be it further enacted, That all the outlying Estates and Property shall be sold in Fee Simple, before the capital Mansion House and Estate, Property and Lands surrounding and near the same; and such Mansion House, the Estate, Property, and Lands surrounding and near the same, and situate, lying, and being in the Parish of *Chertsey*, in the County of *Surrey*, shall not be sold in Fee Simple, unless the Estate and Property at a greater Distance therefrom shall prove insufficient for the Purposes aforesaid.

Outlying Estates to be sold before the Mansion House, &c.

III. Provided always, That nothing herein contained shall extend, or be construed to extend, so as to prevent the said *Thomas Wood* and *Maurice Swabey*, or the Survivor of them, or the Heirs or Assigns of such Survivor, from selling forthwith in Fee Simple such Tythes belonging to the Rectory Improprate of *Chertsey* aforesaid, as do not arise out of the Lands or Tenements there, late the Estate of the said Testator; and also all or any of the old or decayed Messuages or Dwelling Houses, Parcel of the same Estate, other than Farm Houses; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Tythes belonging to Chertsey may be sold, &c.

IV. And be it further enacted, That the Purchase Money for which the same Hereditaments or any Part thereof shall be sold in pursuance of this Act, shall be paid into the Bank of *England*, in the Name and with the Privy of the Accountant General of the Court of Chancery *ex parte* the Purchaser or Purchasers of the Estates of Sir *Joseph Mawbey* Baronet, deceased, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-fourth; and after paying the Costs, Charges, and Expences herein-after mentioned, shall, upon Petition to be preferred to the said Court of Chancery, in a summary Way, by any Person or Persons having any Claims and Demands as aforesaid, be ordered to be sold by the Accountant General, for the Payment and Discharge thereof, in such Manner as the said Court shall think just and direct, and the Residue shall be laid out and invested in such Manner as the said Court shall direct in the Purchase or Purchases of other Freehold Manors, Messuages, Lands, Tenements, or Hereditaments, of Inheritance in Fee Simple in Possession, free

Money arising by such Sale to be paid into the Bank, subject to the Orders of the Court of Chancery, &c.

free from Incumbrances (except Quit Rents); and all and singular the Messuages, Farms, Lands, Tenements, and Hereditaments, which shall at any Time be purchased in pursuance of the Directions of this Act, shall from and immediately after the Purchase thereof be respectively conveyed, settled, and assured; to, for, and upon such and so many of the Uses, Trusts, Ends, Intents, and Purposes, in and by the said Will of the said Sir *Joseph Mawbey* deceased, limited, expressed, and declared of and concerning the said Manors and Hereditaments hereby vested and settled as aforesaid, as shall be then existing undetermined and capable of taking Effect.

Purchasers not answerable for the Misapplication or Non-application of Purchase Monies.

V. And be it further enacted and declared, That no Purchasers or Purchaser of the Hereditaments hereby vested in Trust to be sold as aforesaid, or any Part thereof, paying his, her, or their Purchase Money into the Bank of *England* as aforesaid, and taking the Certificate of the Accountant General, and Receipt of the Cashier of the Bank for the Purchase Money, as the Case shall require, shall be answerable or accountable for any Loss, Misapplication, or Nonapplication of his, her, or their Purchase Money, or of so much thereof as in such Receipt or Receipts, Certificate or Certificates, shall be acknowledged or expressed to be received; and that in the mean Time and until the Money arising from such Sales, and so to be paid into the Bank as aforesaid, shall upon such Petition or Petitions as aforesaid be ordered to be paid or sold by the said Court of Chancery, the same shall be by the Accountant General of the said Court laid out in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy, Victualling, or Exchequer Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling Bills or Exchequer Bills, all which said Navy, Victualling, or Exchequer Bills shall be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until a Purchase or Purchases shall be made in pursuance of the Directions of this Act, and until the same shall, upon a Petition to be preferred to the Court of Chancery, in a summary Way, by the Person or Persons entitled to any such Monies, or to the Estates to be purchased with any such Residue, be ordered to be sold by the said Accountant General for making such Payments or completing such Purchase or Purchases, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expences of the Applications to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased in pursuance of this Act, or to the Representatives of such Person or Persons.

Expences of passing this Act how to be paid.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery to order and direct, in case the said Court shall think fit, that by and out of any of the Monies which shall be paid into the said Court in respect of any such Sale or Sales as aforesaid, all the Costs, Charges, and Expences of applying for, and otherwise in or about obtaining

taining this Act, and all the Costs, Charges, and Expences attending or relating to any Sales hereby authorized, or of or relating to any Applications which shall be made to the said Court for any of the Purposes herein-before expressed, shall be paid and satisfied, in case the said Court shall think fit, such Costs, Charges, and Expences being first taxed and settled by One of the Masters of the said Court, in pursuance of an Order which the said Court is hereby authorized to make.

VII. And be it further enacted, That in the mean Time and until such Sale or Sales, Conveyances or Assurances shall be made in pursuance of this Act, they the said *Thomas Wood* and *Maurice Swabey*, and the Survivors and Survivor of them, and his Heirs, do and shall permit and suffer the said Messuages, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, to be held and enjoyed, and the Rents, Issues, and Profits thereof to be received and taken by and for the Benefit of the Person or Persons who would have been respectively entitled to, and ought to have held and enjoyed, and received and taken the same, in case this Act had not been made.

Application
of the Rents
until Sale.

VIII. And be it further enacted, That the said *Thomas Wood* and *Maurice Swabey*, and the Survivor of them, or the Heirs and Assigns of such Survivor, shall remain and stand seised as such Trustees as aforesaid, of all the Messuages, Farms, Lands, Tenements, and Hereditaments, that shall not be sold under this Act, to the several Uses and Trusts in the said last Will and Testament of the said Sir *Joseph Marwhey*, contained and declared as to such Messuages, Farms, Lands, Tenements, and Hereditaments, in like Manner as if this Act had not been made.

IX. And be it further enacted, That if the said *Thomas Wood* and *Maurice Swabey*, or either of them, or any future Trustees or Trustee to be appointed in their or his Place, as herein after mentioned, shall die or be desirous to quit and be discharged from, or refuse or become incapable to act in the Trusts, Powers, and Authorities hereby in him reposed or vested as aforesaid, at any Time before the said Trusts, Powers, and Authorities shall be fully executed and performed, then it shall be lawful for the High Court of Chancery, on a summary Application made for that Purpose by the said Sir *Joseph Marwhey*, or any Person interested in the said Sale of the said Estates, to nominate, substitute, and appoint any other Persons or Person to be Trustees or Trustee for the Purposes aforesaid, in the Place of the said *Thomas Wood* and *Maurice Swabey*, or either of them, or such other Trustees or Trustee so dying, or desiring to quit or be discharged from, or refusing or becoming incapable to act in the aforesaid Trusts, Powers, and Authorities; and when and so often as any new Trustee or Trustees shall be so nominated, substituted, and appointed as aforesaid by the Court of Chancery, by an Order to be made in a summary Way upon Petition as aforesaid, all and singular the said Trust Estates shall immediately thereupon be and become legally and effectually vested in the surviving or continuing former Trustee or Trustees jointly, and their Heirs and Assigns, upon and for the several Trusts, Ends, Intents, and Purposes herein-before expressed and declared concerning the same, or such of them as shall be then existing undetermined and capable of taking Effect; and all and every such new Trustees and Trustee shall and may in all Things act in the Management and Execution

For appointing
new
Trustees, &c.

tion of the Trusts and Authorities aforesaid, every or any of them, as fully and effectually in all Respects, and to all Intents and Purposes, as if they or he had been originally in and by this Act nominated and appointed Trustees or Trustee for the Purposes aforesaid; any Thing herein-before contained to the contrary notwithstanding.

Trustees not answerable for more Monies than shall be received by them.

X. And be it further enacted, That none of the said Trustees for the Time being, nor any of them, shall be charged or chargeable with or accountable for any more of the Trust Monies and Premises than they shall respectively actually receive, or shall come to their respective Hands by virtue of the Trusts herein declared, nor with or for any Loss which shall or may happen of the same Trust Monies and Premises, or any Part thereof, so as such Loss happen without their wilful Neglect or Default; and that it shall be lawful for the same Trustees for the Time being, and every of them, in the First Place, by and out of the Monies which shall come to their Hands by virtue of the said Trusts, to deduct, retain to, and reimburse themselves respectively, all such Costs, Charges, Damages, and Expences as they shall respectively pay, bear, sustain, expend, or be put unto for or by Reason or Means of all or any of the said Trusts, Powers, and Authorities, or the Management or Execution thereof, or any Act, Transaction, Matter, or Thing whatsoever in anywise howsoever relating thereto.

General Saving of Rights.

XI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick, and Corporate, his and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Sir *Joseph Mawbey*, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, or Interest, of, in, and to the said Hereditaments hereby vested in the said *Thomas Wood* and *Maurice Swabey*, their Heirs and Assigns, in Trust as aforesaid, under or by virtue of the said Will of the said Sir *Joseph Mawbey*), all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, or out of the same Hereditaments, and every or any Part thereof, 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.

Act, on being printed by the King's Printer, to be Evidence.

XII. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty; and a Copy thereof, so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULES

SCHEDULES

Referred to by the foregoing Act.

SCHEDULE (A).

	£.	s.	d.
THE Manor of Botleys, in the County of Surrey, comprising the Capital Messuage or Mansion House, and Lands thereunto belonging, in the Occupation of the Defendant Sir Joseph Mawbey Baronet,			
And a Messuage or Tenement and Farm called Lammas Farm at Botleys aforesaid, containing 54 Acres, let on Lease to John Giles and Jacob Giles for 14 Years, from Michaelmas 1798, at	86	12	0
A Messuage and Farm at Botleys aforesaid, containing 65 Acres, on Lease for same Term to Messrs. Butter and Dyster, at	105	0	0
Two Cottages or Tenements, and Barn and Two Fields, and Coppice thereto adjoining, at Wheelers Green, containing 19 Acres or thereabouts, on Lease to Matthew Bigg for the same Term, at	37	0	0
An Acre of Land in Pycroft Common Field in Chertsey, let on Lease to John Brown, from Michaelmas 1789 for 21 Years, at	2	2	0
An Acre of Copyhold Land at Eastworth, in the Occupation of George Field, at	1	10	0
Nine Cottages and Gardens near Botleys, in the Occupation of several Persons at Will, at the Rent together of	29	18	0
Two Pieces of Meadow near Andrews New Green, containing Two Acres and an Half, let to Lady Stawell as Tenant at Will	8	8	0
Three Acres and a Half of Meadow near Ford Water Bridge, let on Lease to Thomas Ives, from Michaelmas 1798, for 14 Years at the Rent of	12	12	0

All the before mentioned Premises, or some of them, are by a certain Indenture, bearing Date the 7th Day of June 1763, and made between Sir Joseph Mawbey, deceased, of the One Part, and William Nightingale, Jonathan Chilwell, and John Kenrick, of the other Part, charged with the Payment of £. 3,500 Part of the Sum of £. 12,000 settled on the Marriage of Sir Joseph Mawbey, deceased, with the late Lady Mawbey.

Three

	<i>£. s. d.</i>
Three Messuages or Tenements at Chertsey in Surrey, now or late in the Occupation of William Littlefield and Richard Tower, of the Annual Value of	10 10 0
Twenty-six Acres and an Half, in different Parcels, in the Common Fields called Great Eastworth, let to Benjamin Elcock, Tenant at Will, at	45 0 0
Five several Parcels of Meadow called Sandgate Meadow, containing together 15 Acres, formerly Hoades, let on Lease to Samuel Butler, from Michaelmas 1800, for 21 Years, at	42 0 0
Parsonage House and Garden, at Chertsey aforesaid, let at Will to Mr. Young, at	24 0 0
The Parsonage Barns adjoining, let to Mr. Swaine, Tenant at Will, at	7 7 0
Other Barns in the Occupation of Joseph Cobb	8 8 0
Orchard let to Mr. Blake, at per Annum	2 2 0

John Alcock.

SCHEDULE