



ANNO QUADRAGESIMO OCTAVO

GEORGI III. REGIS.

Cap. 151.

An Act for vesting Part of the Estates of *Paulin Huggett*, an Infant, in Trustees to be sold, and for applying the Money arising therefrom in Part Discharge of certain Incumbrances charged thereon.

[30th June 1808.]

WHEREAS *John Huggett* the Elder, late of the Parish of *Saint Peter* the Apostle, in the Isle of *Thanet*, in the County of *Kent*, deceased; being seized of or entitled unto Forty-six Fifty-fourth Parts or Shares which, considering the Entirety as Three thousand one hundred and fifty Pounds, is equal to Two thousand six hundred and eighty-three Pounds six shillings and eight-pence, of and in a Piece or Parcel of Ground whereon the *North Foreland* Lighthouse standeth, containing Three Acres or thereabouts, situate in the Parish of *Saint Peter* the Apostle, in the Isle of *Thanet*, in the County of *Kent*, and of and in the said Lighthouse and other Erections and Buildings thereon, and which Piece or Parcel of Ground, Lighthouse, Erections, and Buildings are more particularly described in the First Schedule to this Act, subject to an Annuity or Yearly Rent Charge of Twelve Pounds, payable to *Sarah Huggett*, Widow; for her Life charged on some Parts or Shares of the said Premises by the Will of *Robert Huggett*, late of the said Parish of *Saint Peter* the Apostle, deceased; did by his last Will and Testament, bearing Date the Eighteenth Day of *December* One thousand seven hundred and eighty-one,

Will of John Huggett, 10th Dec. 1781.

[Loc. & Per.]

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and

and duly executed as by Law is required for rendering valid Devises of Real Estates, give and devise One full and equal Moiety of his Parts and Shares equal to One thousand three hundred and forty-one Pounds thirteen shillings and four-pence in the said Hereditaments to his Nephew *Thomas Huggett*, his Heirs and Assigns for ever, and the other Moiety or Half Part thereof unto and to the Use of his Executors thereafter named, their Heirs and Assigns, upon Trust that they, or the Survivor of them, or the Heirs or Assigns of such Survivor, should, as soon as conveniently might be after his the said Testator's Decease, either by Sale or Mortgage of the same Moiety, raise such Sum or Sums of Money as should be sufficient to pay off and discharge all such Debts as his late Nephew *John Huggett* deceased owed at his Decease, and as should be unpaid at the Decease of the Testator: and in case of such Sale upon Trust, that his said Trustees should stand possessed of the Overplus of the Monies to arise by such Sale, (if any) after Payment of the said Debts, in Trust for all the Children of his said Nephew *John Huggett* deceased, equally to be divided between them, if more than one; and the said Testator appointed his said Nephew *Thomas Huggett* (since deceased) and *John Fagg*, Gentleman, Executors of his said Will: And whereas the said *John Huggett* the Elder, departed this Life on or about the Seventh Day of *March* in the Year of our Lord One thousand seven hundred and eighty-three, without having revoked or altered his said Will; and upon his Decease the said *Thomas Huggett* and *John Fagg* accepted the Executorship thereof, and duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Thomas Huggett*, the Nephew deceased, being seised of or entitled in Fee Simple under the said recited Will of the said *John Huggett* the Elder, and otherwise, unto Twenty-seven Fifty-fourth Parts or Shares undivided, equal to One thousand five hundred and seventy-five Pounds of and in the said Piece or Parcel of Ground, and the Lighthouse and other Erections and Buildings standing thereon, (subject, as to some Parts or Shares thereof, to the said Annuity of Twelve Pounds,) in and by his last Will and Testament in Writing, bearing Date the Twenty-first Day of *August* One thousand seven hundred and eighty-three, and executed and attested in such Manner as is by Law required for rendering valid Devises of real Estates, gave and devised all and every his Parts and Shares of and in the said Hereditaments, with the Appurtenances, unto his Wife *Mary Huggett* and her Assigns for her Life, with Remainder to *Thomas Brown* of *Broadstairs* in the said Parish of *Saint Peter* the Apostle, Mariner, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, upon the Trusts therein and hereinafter mentioned, and subject thereto, and to the Trusts thereof, to his Son *Paulin Huggett* and his Assigns for his Life, with Remainder to *John Underdown* and his Heirs during the Life of the said *Paulin Huggett*, upon Trust to preserve contingent Remainders, with Remainder to all and every the Child and Children of his said Son *Paulin Huggett*, lawfully to be begotten, and to the Heirs of the Body or Bodies of such Child or Children lawfully issuing, equally to be divided between such Children, (if more than One,) to hold as Tenants in common, with Cross Remainders in Tail between them, with Remainder to all and every other the said Testator's Sons or Son in Tail general as Tenants in common, with Cross Remainders in Tail between them, with Remainder to the said Testator's right Heirs for ever; and

the

The Death of the said John Huggett, and Probate of his Will granted to his Executors, Thomas Huggett and John Fagg. Will of Thomas Huggett, 21st August 1783.

the said Testator declared, that the said Term of Five hundred Years was so devised to the said *Thomas Brown* upon Trust, as soon as conveniently might be after his the said Testator's Wife's Death, by Assignment or Mortgage of the said Term, and the Premises therein comprized, to raise Five hundred Pounds for his Son *Thomas Huggett*, and Four hundred Pounds a-piece for every one of his other Children who should be living at his, the Testator's, Wife's Death, except only such of them as should then have or be entitled unto the immediate Freehold of the said Premises comprized in the said Term by virtue of his said Will: and whereas the said *Thomas Huggett*, the Elder, intermarried with *Mary White* on or about the Ninth Day of *March*, in the Year One thousand seven hundred and Sixty-nine: And whereas the said *Thomas Huggett*, the Testator, hath departed this Life without revoking or altering his said Will, leaving his said Wife, *Mary Huggett*, and Four Children (to wit) the said *Paulin Huggett* and *Thomas Huggett*, and *Sarah*, now the Wife of *Thomas Hiller*, of the said Parish of *Saint Peter* the Apostle, Mariner, and *Susannah*, now the Wife of *Edward Pierce*, of the Vill of *Ramsgate*, Cordwainer, him surviving, and leaving the said *Paulin Huggett*, his Heir at common Law, and the said *Paulin Huggett*, and *Thomas Huggett*, his Son, his Heirs, according to the Custom of Gavelkind: and the said *Mary Huggett* and *Thomas Brown* duly proved the same Will in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Indentures of Lease and Release, dated respectively the Fourth and Fifth Days of *November*, One thousand seven hundred and eighty-four, and made between the said *John Fagg*, the then surviving Trustee named in the said Will of the said *John Huggett*, the Elder, deceased, of the One Part, and the said *Mary Huggett*, of the other Part; in consideration of Nine hundred and fifty Pounds, to the said *John Fagg*, then paid by the said *Mary Huggett*, the said *John Fagg* did, as therein is expressed, grant, release, and confirm unto the said *Mary Huggett*, her Heirs and Assigns, One undivided Moiety or Half Part of Five undivided Seventh Parts, equal to One thousand one hundred and twenty-five Pounds, and of One-third Part of Two other undivided Seventh Parts, equal to One hundred and fifty Pounds, making together the Sum of One thousand two hundred and seventy-five Pounds, of the said Scite of the *North Foreland* Light-house, and the Buildings, Land, and Appurtenances, to hold the same unto and to the Use of the said *Mary Huggett*, her Heirs and Assigns for ever: And whereas by Indenture, dated the Tenth Day of *November*, One thousand seven hundred and eighty-four, and made between the said *Mary Huggett*, of the One Part, and *John Gray*, of the said Parish of *Saint Peter* the Apostle, Gentleman, of the other Part, it is witnessed, that in consideration of Nine hundred Pounds, paid by the said *John Gray* to the said *Mary Huggett*, she, the said *Mary Huggett*, did grant and demise unto the said *John Gray*, his Executors, Administrators, and Assigns, all the Premises comprized in the said recited Indentures of Lease and Release, of the Fourth and Fifth Days of *November*, One thousand seven hundred and eighty-four, to hold the same unto the said *John Gray*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waite, at a Pepper-corn yearly Rent, payable as therein mentioned, and subject to a Proviso therein mentioned, for making void the said Indenture, on Payment by the said *Mary Huggett*, her Heirs, Executors,

The Death
of Thomas
Huggett.

Indentures of
Lease and
Release,
dated the 4th
and 5th No-
vember 1784.

Indenture of
Mortgage,
10th Novem-
ber 1784.

Admi-

Indenture of
Mortgage,
same Date.

Administrators, or Assigns, unto the said *John Gray*, his Executors, Administrators, or Assigns, of the Sum of Nine hundred Pounds, and Interest for the same after the Rate of Five Pounds for One hundred Pounds for a Year, as therein mentioned: And whereas by Indenture, dated the said Tenth Day of *November*, One thousand seven hundred and eighty-four, and made between the said *Mary Huggett* and *Thomas Brown*, Executors of the said *Thomas Huggett*, deceased, of the One Part, and the said *John Gray*, of the other Part; after reciting a certain Indenture of Lease, dated the Eleventh Day of *June*, One thousand seven hundred and eighty-one, granted by *John Huggett* the Elder, and *John Huggett* the Younger, to the said *Thomas Huggett*, deceased, of Five undivided Seventh Parts, equal to Two thousand two hundred and fifty Pounds, and one undivided Third Part of Two other undivided Seventh Parts, equal to Three hundred Pounds, making together Two thousand five hundred and fifty Pounds of and in the said Hereditaments hereinbefore described, and other Hereditaments thereinmentioned, at the yearly Rents of Fifty-six Pounds and Six Pounds Thirteen Shillings and Four-pence for Twenty-one Years, from the Tenth Day of *October* then next; and also reciting that for the better securing the Payment of the said Sum of Nine hundred Pounds, and Interest, to the said *John Gray*, the said *Mary Huggett*, and the said *Thomas Brown*, at her Request, had agreed to assign and set over to the said *John Gray*, the said Indenture of Lease and Premises thereby demised for all the then Residue of the said Term of Twenty-one Years: It is, by the said Indenture now in recital, witnessed, that the said *Mary Huggett*, and (at her Request) the said *Thomas Brown*, did assign unto the said *John Gray*, all the Premises comprized in the said Indenture of Lease of the Eleventh Day of *June*, One thousand seven hundred and eighty-one, to hold the same unto the said *John Gray*, his Executors, Administrators, and Assigns, from thenceforth, for all the then Residue of the said Term of Twenty-one Years, subject to the Rents and Covenants thereby and therein reserved and contained, and also subject to a Proviso therein contained, for making void the said Indenture, on payment of the said Sum of Nine hundred Pounds, and Interest, as therein mentioned: And whereas by Indenture, dated the Fifteenth Day of *December* One thousand seven hundred and ninety-six, and made between the said *John Gray* of the first Part, the said *Mary Huggett* of the second Part, and *John White*, of *Broadstairs*, in the Parish of *Saint Peter* aforesaid, Mariner, of the third Part, in consideration of the Premises, and of the Sum of Nine hundred Pounds, paid by the said *John White* to the said *John Gray*, and also in consideration of the further Sum of Four hundred Pounds to the said *Mary Huggett*, then paid by the said *John White*; (making together One thousand three hundred Pounds,) the said *John Gray*, at the Request of the said *Mary Huggett*, did assign, and the said *Mary Huggett*, did grant, ratify, and confirm unto the said *John White*, his Executors, Administrators, and Assigns, all the said Premises comprized in the said first recited Indenture, of the Tenth Day of *November*, One thousand seven hundred and eighty-four, to hold the same unto the said *John White*, his Executors, Administrators, and Assigns, from thenceforth for all the then Residue of the said Term of Five hundred Years, absolutely freed from the Proviso contained in the said first recited Indenture of the Tenth Day of *November* One thousand seven hundred and eighty-

Indenture of
Assignment
and further
Mortgage,
15th Decem-
ber 1796.

eighty-four; but nevertheless subject to a Proviso therein contained, for making void the said Indenture, on Payment by the said *Mary Huggett*, her Heirs, Executors, Administrators, or Assigns, unto the said *John White*, his Executors, Administrators, or Assigns, of the Sum of One thousand three hundred Pounds, and Interest at Four Pounds Ten Shillings *per Centum per Annum*, on the Fifteenth Day of *June* then next:

And whereas by Indenture dated the said Fifteenth Day of *December* One thousand seven hundred and ninety-six, and made between the said *Mary Huggett* and *Thomas Brown* of the first Part, the said *John Gray* of the second Part, and the said *John White* of the third Part, the said *John Gray*, at the Request of the said *Mary Huggett* and *Thomas Brown*, testified as therein mentioned, did assign, and the said *Mary Huggett* and *Thomas Brown* did assign, ratify, and confirm unto the said *John White*, his Executors, Administrators, and Assigns, all the Premises comprized in the said recited Indenture of the Eleventh Day of *June* One thousand seven hundred and eighty-one, to hold the same unto the said *John White*, his Executors, Administrators, and Assigns, from thenceforth, for all the then Residue of the said Term of Twenty-one Years, subject to the Rents and Covenants therein contained, freed from the Proviso contained in the said second hereinbefore recited Indenture of the Tenth Day of *November*, One thousand seven hundred and eighty-four, but subject to the Proviso in the now reciting Indenture contained, for making void the same Indenture, on Payment of the said Sum of One thousand three hundred Pounds, and Interest at Four Pounds Ten Shillings *per Centum per Annum*, as therein mentioned: And whereas by Indentures of Lease and Release, dated respectively the Twentieth and Twenty-first Days of *December* One thousand seven hundred and ninety-six, and made between the said *Mary Huggett*, of the One Part, and the said *Thomas Brown* of the other Part, reciting the before-recited Indenture of the Tenth Day of *November*, One thousand seven hundred and eighty-four, and before recited Indenture of the Fifteenth Day of *December*, One thousand seven hundred and ninety-six; also reciting that the said *Thomas Brown*, joined with the said *Mary Huggett*, in assigning the said Lease to the said *John Gray* as aforesaid; and also in assigning the same from the said *John Gray* to the said *John White*, on the Promise and Agreement of the said *Mary Huggett* to convey and assure the Fee-simple of the said mortgaged Premises, to the said *Thomas Brown* and his Heirs (subject to the said Mortgage thereof to the said *John White*, as therein mentioned,) for the Security and Indemnity of the said *Thomas Brown*, his Heirs, Executors, and Administrators: it is, by the said Indenture of Release now in recital, witnessed, that the said *Mary Huggett* did grant, release, and confirm unto the said *Thomas Brown*, his Heirs and Assigns, all the Premises comprized in the said first recited Indenture of the Fifteenth Day of *December*, One thousand seven hundred and ninety-six, to hold the same unto and to the Use of the said *Thomas Brown*, his Heirs and Assigns for ever, in Trust, nevertheless for the said *Mary Huggett* her Heirs and Assigns, until Default in payment of the said One thousand three hundred Pounds, and Interest as aforesaid; and in case the said *John White*, his Executors, Administrators, or Assigns, should demand of the said *Mary Huggett* and *Thomas Brown*, or either of them, the Payment of the said One thousand three hundred Pounds, and Interest; then upon trust that the said *Thomas Brown*, his Heirs or Assigns, should sell the Fee-simple of the said mortgaged Premises,

[*Loc. & Per.*]

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either

Indenture of Assignment and further Mortgage, same Date.

Indentures of Lease and Release, 20th and 21st December 1796.

either together or in Parcels, as he or they should think fit; and upon further trust, to apply the Money arising from such Sale towards discharging the said One thousand three hundred Pounds, and Interest, and to pay the Residue thereof, (if any,) to and for the Use of the said *Mary Huggett*, provided, that if after such Demand as aforesaid, the said *Mary Huggett* should pay the said One thousand three hundred Pounds, and Interest, then in trust, that the said *Thomas Brown*, his Heirs or Assigns, should convey the said Premises unto and to the Use of the said *Mary Huggett*, her Heirs and Assigns, discharged of all further Trusts.

And whereas by Indentures of Lease and Release, dated respectively the Fourteenth and Fifteenth Days of *March*, One thousand seven hundred and ninety-seven, the Release being made between the said *Mary Huggett*, of the First Part, the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, of the Second Part, *Michael Mascall*, Yeoman, of the Third Part, and *John Brooman*, Banker, of the Fourth Part, the said *Mary Huggett*, (as therein is expressed,) granted, released, and confirmed unto the said *Michael Mascall*, and his Heirs, One undivided Moiety or Half Part, equal to One thousand five hundred and seventy-five Pounds, and Seventeen undivided Twenty-one Parts of the other undivided Moiety or Half Part, equal to One thousand two hundred and seventy-five Pounds, of and in all the Premises described in the said Indentures of Lease and Release, of the Twentieth and Twenty-first Days of *December*, One thousand seven hundred and ninety-six, to hold the same to the said *Michael Mascall*, and his Heirs, as to the said Moiety, for the Life of the said *Mary Huggett*; and as to the said other undivided Parts for ever, to the Use and Intent that the said *Mary Huggett*, and her Assigns, should, out of the same Moiety and Parts, have and take during her natural Life, One Annuity or yearly Rent-charge of Forty Pounds; and as to the said undivided Moiety subject and charged with the said Annuity of Forty Pounds, and the usual Powers and Remedies for enforcing the Payment thereof, to the Use of the said *John Brooman*, his Executors, Administrators, and Assigns, for Ninety-nine Years, if the said *Mary Huggett* should so long live; and as to the said Seventeen undivided Twenty-one Parts of the other undivided Moiety of the same Premises in like Manner, subject to and charged as aforesaid to the Use of the said *John Brooman*, his Executors, Administrators, and Assigns, for a Term of Two hundred Years, and after the Expiration or other sooner Determination of the said Term of Ninety-nine Years, and subject thereto and to the Trusts thereof, as to the said One undivided Moiety, equal to One thousand five hundred and seventy-five Pounds, to the Use of the said *Michael Mascall*, and his Heirs and Assigns, for the Life of the said *Mary Huggett*; nevertheless, as to the Estate and Interest of the said *Michael Mascall*, and his Heirs therein, in Trust for the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, his Heirs and Assigns, and to be conveyed and disposed of as he or they should, from Time to Time, direct or appoint, and from and after the End or sooner Determination of the said Term of Two hundred Years, and in the mean Time subject thereto and to the Trusts thereof, and also subject and charged as aforesaid: As to the said Seventeen undivided Twenty-one Parts of the said other undivided Moiety of the said Premises, to the Use of the same *Paulin Huggett* and *Michael Mascall*, and the Heirs and Assigns of the same *Paulin Huggett* for ever, nevertheless as to the Estate and

Indentures of
Lease and
Release,
14th and 15th
March 1797.

and Interest of the said *Michael Mascall* therein, in Trust for the same *Paulin Huggett*, his Heirs and Assigns; and it is by the said Indenture of Release now in recital, declared, that the said Term of Ninety-nine Years, determinable as aforesaid, and Two hundred Years were thereby declared to be so limited as aforesaid to the said *John Brooman*, his Executors, Administrators, and Assigns, upon Trust, for better securing the Payment of the said Annuity or yearly Rent-charge of Forty Pounds, unto the said *Mary Huggett*, and her Assigns, during her Life, and subject thereto, to permit the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, and his Heirs and Assigns, (according to their Estate and Interest therein respectively,) to receive and take the Rents and Profits of the same Premises, until the said Annuity of Forty Pounds should be in arrear as aforesaid; and it is, by the said Indenture of Release now in recital, declared, that after the Trusts of the said Terms of Ninety-nine Years and Two hundred Years should be performed, or should become unnecessary and incapable of taking Effect, and the Charges of the Trustee or Trustees for the Time being, in the Performance of the said Trusts, should have been fully paid, the said Terms of Ninety-nine Years and Two hundred Years of and in the said Premises, or so much thereof as should not have been mortgaged, sold, or otherwise disposed of for the Purposes aforesaid, should cease and determine: And whereas the said *Mary*, the Widow of the said *Thomas Huggett* departed this Life on or about the Thirty-first Day of *August* One thousand eight hundred and two, leaving the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, her Heir at Law; and the said *Paulin Huggett* and *Thomas Huggett*, his Brother, her Heirs, according to the Custom of Gavel Kind; and the said Annuity of Forty Pounds, secured to her by the said last herein before in Part recited Indentures of Lease and Release, hath been satisfied, and the Trusts of the said Term of Two hundred Years have been fully performed, and the Charges of the Trustees thereof paid: And whereas the said *Paulin Huggett*, the Devisee for Life, in the Will of the said *Thomas Huggett*, did in his Lifetime, on or about the Thirteenth Day of *February* One thousand eight hundred and four, satisfy and pay unto his Sisters, *Sarah* the Wife of the said *Thomas Hiller*, and *Susannah* the Wife of the said *Edward Pearce*, the said several Legacies of Four hundred Pounds a-piece, so given and bequeathed to them as aforesaid: And whereas the said *Thomas Brown* made and duly executed his last Will and Testament, in Writing, dated the Twenty-third Day of *July* One thousand eight hundred, and thereof appointed his Wife *Lydia Brown* and his Sons *Thomas Brown* and *Robert Brown*, his Executrix and Executors; and departed this Life without revoking or altering the same, and intestate as to the Real Estates, of which he was a Trustee, leaving the said *Thomas Brown*, the Son, and *Robert Brown*, his Heirs, according to the Custom of Gavel Kind; and upon the Decease of the said *Thomas Brown*, the Testator, the said *Thomas Brown*, the Son, and *Robert Brown*, accepted the Executorship of his said Will, and duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Indenture, bearing Date the Thirteenth Day of *February* One thousand eight hundred and four, purporting to be made between the said *Thomas Hiller* and *Sarah* his Wife, and *Edward Pearce* and *Susannah* his Wife; the said *Sarah* and *Susannah*, being therein further described, of the First Part; the said *Thomas Brown* the Son, and *Robert Brown*,

The Death of *Mary Huggett*.

That *Paulin Huggett* paid his two Sisters the Legacies of 400l. each.

The Will of *Thomas Brown*, 23d of *July* 1800.

Indenture of Release by *Sarah Hiller* and *Susannah Pearce* of their Legacies.

That Paulin Huggett borrowed 800l. of Isaac White to discharge his Sister's Legacies. Payment by Paulin Huggett of the Legacy of 500l. to his Brother Thomas.

Release by the said Thomas Huggett of his Legacy, 20th October 1804.

The Will and Death of John White, 10th Feb. 1798.

The Death of Thomas Huggett the Legatee, intestate as to his real Estate.

Will, dated 22d October 1804. Probate of Thomas Huggett's Will, granted to Isaac White.

The Death of Paulin Huggett intestate, without hav-

Brown, of the Second Part; and the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, of the Third Part; the said Parties of the First Part did thereby acknowledge the then Receipt of their said several Sums of Four hundred Pounds and Four hundred Pounds, and thereof and therefrom did discharge the same *Paulin Huggett* and his Heirs, and the said *Thomas Brown*, the Son, and *Robert Brown*, their Executors, Administrators, and Assigns, and the said Hereditaments: And whereas the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, in order to enable himself to pay and discharge the said several Legacies of Four hundred Pounds and Four hundred Pounds, borrowed and took up at Interest upon his Bond, and Two several Promissory Notes, from *Isaac White*, of *Broad Stairs*, in the Parish of *Saint Peter the Apostle*, Mariner, the Sum of Eight hundred Pounds: And whereas the said *Paulin Huggett*, did, in like Manner, (to wit,) on or about the Twentieth Day of *October* One thousand eight hundred and four, satisfy and discharge the said Legacy or Sum of Five hundred Pounds, given and bequeathed to his Brother the said *Thomas Huggett*, the Son, by the Will of the said *Thomas Huggett*, their Father, by giving and executing to the said *Thomas Huggett*, the Legatee thereof, his Bond or Obligation, in Writing, for securing the due Payment of a like Sum of Five hundred Pounds, with Interest at the Rate of Five Pounds *per Centum per Annum*, to the said *Thomas Huggett*, the Legatee, his Executors, Administrators, or Assigns, on a certain Day therein mentioned: And whereas by a certain Deed-Roll, bearing Date on the Twenty-first Day of *October* One thousand eight hundred and four, and purporting to be made between the said *Thomas Huggett*, the Legatee, of the first Part, the said *Thomas Brown*, the Son, and *Robert Brown*, of the second Part, and the said *Paulin Huggett*, the Son of the said *Thomas Huggett*, the Testator, of the third Part; the said *Thomas Huggett* Party hereto, did acknowledge the then Receipt of the said Sum of Five hundred Pounds, and thereof and therefrom did discharge the same *Paulin Huggett*, his Heirs, Executors, and Administrators and the said *Thomas Brown*, the Son, and *Robert Brown*, their Executors, Administrators, and Assigns, and the said Hereditaments: And whereas the said *John White* hath departed this Life, having first duly made and published his last Will and Testament, in Writing, bearing Date on or about the Tenth Day of *February* One thousand seven hundred and ninety-eight, and appointed the said *Isaac White* Executor thereof, who hath duly proved the same, and taken upon himself the Burthen of the Execution thereof: And whereas the said *Thomas Huggett*, the Legatee in the Will of his Father, the said *Thomas Huggett*, deceased, departed this Life without Issue, and intestate as to his Real Estates, leaving the said *Paulin Huggett*, his Brother, his Heir at Law, and also Heir according to the Custom of Gavelkind; and having first duly made and executed his last Will and Testament in Writing, bearing Date the Twenty-second Day of *October* One thousand eight hundred and four, and appointed his Uncle, the said *Isaac White*, and his Brother, the said *Paulin Huggett*, deceased, Executors thereof: And whereas the said *Isaac White* alone, duly proved the same Will, on the Twenty-sixth Day of *April* One thousand eight hundred and six, being then the only surviving Executor, in the Prerogative Court of the Archbishop of *Canterbury*, and took upon himself the Execution thereof: And whereas the said *Paulin Huggett*, the Devisee for Life, named in the said Will of the said *Thomas Huggett*, the Father, deceased, departed this Life on or about the Fourteenth Day of *November*, One thousand eight hundred and five, without having discharged the said Bonds and Securities for the said several Sums

Sums of Four hundred Pounds, Four hundred Pounds, and Five hundred Pounds, and Interest, or any Part thereof, to the said *Isaac White* and *Thomas Huggett*, the Legatee, or either of them: And whereas the said *Paulin Huggett* intermarried with *Susannah Gwynn* on or about the Fourth Day of *December* One thousand eight hundred, and hath left Issue by her, *Paulin Huggett*, an Infant, his only Child and Heir at Law, and Heir according to the Custom of Gavelkind: And whereas Administration of the Goods and Chattels, Rights and Credits, of the said *Paulin Huggett*, deceased, hath been granted by the Prerogative Court of *Canterbury* to the said *Susannah Huggett*, since which, at the Request of the said *Isaac White*, she hath paid off and discharged to him the said *Isaac White*, the said Two several Sums of Four hundred Pounds and Four hundred Pounds, making together the said first-mentioned Sum of Eight hundred Pounds, together with all Arrears of Interest due thereon: And whereas there is now actually due and owing to the said *Susannah Huggett*, as Administratrix of her said Husband as aforesaid, the said Two several Sums of Four hundred Pounds and Four hundred Pounds, making together the said Sum of Eight hundred Pounds, and the Sum of One hundred and seventy Pounds for Interest due thereon, from the said Thirteenth Day of *February*, One thousand eight hundred and four, to the Thirteenth Day of *May*, One thousand eight hundred and eight, and the further Sum of Five hundred Pounds for which the said *Susannah Huggett*, under the Bond of her said Husband, became indebted to the said *Isaac White*, as Executor of the said *Thomas Huggett*, the Legatee, and the Sum of Eighty-seven Pounds and ten Shillings for Interest due thereon, from the Twentieth Day of *October*, One thousand eight hundred and four, to the Twentieth Day of *April*, One thousand eight hundred and eight, making together in the whole the Sum of One thousand three hundred Pounds principal Monies, and the Sum of Two hundred and fifty seven Pounds and Ten Shillings for Interest due thereon: And whereas the said Sum of One thousand three hundred Pounds, secured to the said *John White* by the said Indenture of Mortgage of the Fifteenth Day of *December*, One thousand seven hundred and ninety-six, is now due and owing to the said *Isaac White*, as his Executor, upon or by virtue of the same Security; but all Interest for the same hath been paid to the Eleventh Day of *October* last. And whereas Twenty-three Fifty-fourth Parts or Shares only, equal to One thousand three hundred and forty-one Pounds Thirteen Shillings and Four Pence, of and in the said Piece or Parcel of Ground, and of the said Light-house, Erections, and Buildings, were devised by the said Will of the said *John Huggett*, to the said *Thomas Huggett*, his Nephew, and *John Fagg*, and Seventeen Forty-second Parts or Shares, only equal to One thousand two hundred and seventy-five Pounds, of and in the said Piece or Parcel of Ground, and of the said Light-house, Erections and Buildings, were conveyed by the said *John Fagg* to the said *Mary Huggett*, and her Heirs, so that the said *Paulin Huggett*, the Infant, is now seised of or entitled to Twenty seven Fifty-fourth Parts or Shares, equal to One thousand five hundred and seventy-five Pounds, as is mentioned in the Second Schedule to this Act, of and in the said Piece or Parcel of Ground, and Light-house, Erections, and Buildings, under the Will of the said *Thomas Huggett*, the Father, in Fee-tail, and to Seventeen undivided Forty-second Parts or Shares thereof, equal to One thousand two hundred and seventy-five Pounds, as is also mentioned in the said Second Schedule, as the Heir of his said Father, in

[Loc. & Per.]

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Fee-

ing discharged the Bonds to Isaac White and Thomas Huggett.

The Marriage of Paulin Huggett.

Administration to Paulin Huggett, granted to Susannah Huggett his Widow, and Payment by her to Isaac White of 800l. and Interest.

That there is due to Susannah Huggett 800l. with an Arrear of Interest; and the further Sum of 500l. with an Arrear of Interest.

That 1300l. and Interest secured on Mortgage to John White was due to Isaac White his Executor.

That 23/54ths only were devised by the Will of John Huggett.

That Paulin Huggett the Infant was seised of 27/54ths in Fee Tail, and to 17/42ds in Fee Simple.

Contract for Sale by Susannah Huggett on Behalf of Paulin Huggett the Infant to the Commissioners and Governors of Greenwich Hospital.

That it would be very beneficial to the Infant that the Contract should be carried into Execution, and that the Money should be applied in discharge of Incumbrances.

Prayer.

Fee-simple: and which said several Parts and Shares before stated to be vested in the said *Paulin Huggett*, the Infant in Fee-tail and Fee-simple, with the several Parts and Shares of the Estate outstanding or vested in the real Representatives of *John Fagg* and in *Thomas Brown*, as is stated in the said Second Schedule, constitute the Entirety of the Premises. And whereas the said *Susannah Huggett*, on behalf of the said *Paulin Huggett*, the Infant, having had an advantageous Proposal made to her by the Commissioners and Governors of the Royal Hospital for Seamen at *Greenwich*, in the County of *Kent*, for the Purchase of the said several Parts and Shares of the said *Paulin Huggett*, the Infant, of and in the said Hereditaments and Premises, did execute an Agreement, in Writing, bearing Date the Thirty-first Day of *December*, One thousand eight hundred and seven, and made between the said *Susannah Huggett*, of the One Part, and the said Commissioners and Governors of the other Part, whereby it was agreed between them, that in consideration of the Sum of Two thousand eight hundred and fifty Pounds to be paid by the said Commissioners and Governors, and for other the Considerations therein-mentioned, the said *Susannah Huggett* should and would, at the Expence of the said Commissioners and Governors, procure a good and sufficient Conveyance in Fee-simple, (subject to the said Annuity or yearly Rent-charge of Twelve Pounds a Year, payable to *Sarah Huggett*, Widow, for her Life, charged on some of the same undivided Parts or Shares of the said Hereditaments and Premises, and other Parts or Shares thereof,) to be made and executed to the said Commissioners and Governors of the said undivided Parts or Shares of the said *Paulin Huggett*, the Infant, of and in the same Piece or Parcel of Ground, Light-house, Erections, Buildings, and Premises: And whereas it will be very beneficial to the said *Paulin Huggett* the Infant that the said Agreement for the Sale of the said Parts and Shares, Hereditaments and Premises, should be carried into Execution, and that so much of the said Purchase-Money, of Two thousand eight hundred and fifty Pounds, as shall be coming to the said *Paulin Huggett* the Infant, for the Purchase of the several undivided Parts or Shares of the said Premises whereof or whereto he is seised or entitled in Fee Tail, amounting to the Sum of One thousand five hundred and seventy-five Pounds, should be applied towards discharging the said Incumbrances respectively affecting the same Parts or Shares of the same Premises, and that so much of the said Purchase-Money, of Two thousand eight hundred and fifty Pounds, as shall be coming to the said *Paulin Huggett* the Infant for the Purchase of the said several undivided Parts or Shares of and in the said Premises whereof or whereto the said *Paulin Huggett* the Infant is seised or entitled in Fee Simple, amounting to the Sum of One thousand two hundred and seventy-five Pounds, should be applied in discharge of the said Incumbrances affecting the same Parts and Shares of the said Premises; but by reason of the Infancy of the same *Paulin Huggett* the same cannot be effected without the Aid and Authority of Parliament: Wherefore your Majesty's most dutiful and loyal Subjects the said *Susannah Huggett*, for and on behalf of the said *Paulin Huggett*, (the Infant,) and the Commissioners and Governors of the Royal Hospital for Seamen at *Greenwich*, in the County of *Kent* Humbly beseech Your most Excellent 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 the said Twenty-seven undivided Fifty-fourth

Fourth Parts or Shares, equal to One thousand five hundred and seventy-five Pounds, of or belonging to the said *Paulin Huggett* the Infant, and whereof or whereto the said *Paulin Huggett* the Infant is so as aforesaid seised of or entitled to an Estate in Fee Tail general of and in all that Piece or Parcel of Land or Ground, containing by Estimation Three Acres, more or less; and also of and in all that octagonal Messuage or Tenement erected and built on Part of the said Piece or Parcel of Land, for the Purpose of the *North Foreland* Lighthouse, and the Out-houses, Edifices, and Buildings thereto adjoining or belonging, heretofore in the Tenure or Occupation of *Robert Osbolston* Esquire, and now of the Commissioners and Governors of *Greenwich* Hospital; situate in the said Parish of *Saint Peter the Apostle*, and more particularly described in the first Schedule to this Act annexed; and also the said Seventeen Forty-second Parts or Shares, equal to One thousand two hundred and seventy-five Pounds, of or belonging to the said *Paulin Huggett* the Infant, and whereof or whereto he is so as aforesaid seised or entitled in Fee Simple of and in the said Piece or Parcel of Ground, Light-house, Edifices, and Buildings, and all other the Parts or Shares (if any) of him the said *Paulin Huggett* the Infant, of and in the said Piece or Parcel of Ground and Light-house, Edifices and Buildings, shall, from and immediately after the passing of this Act, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon *John Boys* of *Margate*, in the Parish of *Saint John the Baptist*, in the said Isle of *Thanet* and County of *Kent*, Gentleman, and *Joseph Martyr*, of *Greenwich* in the County of *Kent*, Gentleman, their Heirs and Assigns, to the Use of the said *John Boys* and *Joseph Martyr*, their Heirs and Assigns for ever, subject, as to such Parts or Shares thereof as are liable thereto, to the said Annuity or Yearly Rent-Charge of Twelve Pounds, payable to the said *Sarah Huggett* during her Life as aforesaid, but freed and discharged of, from, and against all and every the Uses, Estates, Devises, Bequests, Limitations, Trusts, Remainders, Reversions, Provisoos, Powers, Charges, and Incumbrances whatsoever in or by the said Will of the said first-named *Thomas Huggett*, or the said first recited Indentures of the Tenth Day of *November* One thousand seven hundred and eighty four, and the Fifteenth Day of *December* One thousand seven hundred and ninety-six, or the said recited Indentures of Lease and Release of the Twenty-first and Twenty second Days of *December* One thousand seven hundred and ninety-six, or the said recited Indentures of the Fourteenth and Fifteenth Days of *March* One thousand seven hundred and ninety-seven, and upon the Trusts, and to and for the Ends, Intents, and Purposes hereinafter mentioned, expressed, and declared of and concerning the same; (that is to say), Upon Trust, that they the said *John Boys* and *Joseph Martyr*, or the Survivor of them, or his Heirs, do and shall, upon Payment by the said Commissioners and Governors of the Royal Hospital for Seamen at *Greenwich* aforesaid of the Sum of One thousand five hundred and seventy-five Pounds, the Proportion of the said Sum of Two thousand eight hundred and fifty Pounds, payable in respect of the said several Parts or Shares of and in the said Piece or Parcel of Ground, Light-house, and Premises, with the Appurtenances, whereof or whereto the said *Paulin Huggett* the Infant is seised or entitled in Fee Tail general under the Will of the said first-named *Thomas Huggett* unto the said *Susannah Huggett* as Administratrix of the said *Paulin Huggett*, deceased, or to the Administrator or Administrators for the Time being of the same *Paulin Huggett*, in part Discharge of

The Shares
of the Infant
vested in
Trustees.

Upon Trust
upon Pay-
ment of the
Purchase-
Money, to
convey the
same to the
Purchasers.

the

the said Sums of Five hundred Pounds, Four hundred Pounds, and Four hundred Pounds, the Legacies bequeathed by the said Will of the said first-named *Thomas Huggett*, and which were paid or secured to be paid by the said *Paulin Huggett*, deceased, as aforesaid; and also of the Sum of One thousand two hundred and seventy-five Pounds, the Proportion of the said Sum of Two thousand eight hundred and fifty Pounds, payable for or in respect of the said several undivided Parts or Shares of and in the said Piece or Parcel of Ground, Light-house, and Premises, with the Appurtenances, whereof or whereto the said *Paulin Huggett* the Infant is seised or entitled in Fee Simple as aforesaid, unto the said *Isaac White*, as the Executor of the said *John White*, or to the Executors or Administrators for the Time being of the said *John White*, in part Discharge of the said Sum of One thousand three hundred Pounds, secured by the said Indenture of Mortgage of the Fifteenth Day of *December* One thousand seven hundred and ninety-six, to convey and assure the said several undivided Parts or Shares hereby vested in and settled upon the said *John Boys* and *Joseph Martyr* and their Heirs, of and in the said Piece or Parcel of Ground, Light-house, Hereditaments, and Premises, with the Appurtenances, unto and to the Use of the said Commissioners and Governors of the Royal Hospital for Seamen at *Greenwich* aforesaid, and their Successors for ever.

That the Receipt of *Susannah Huggett*, or the Administrator for the Time being of *Thomas Huggett* and of said *Isaac White* shall be a Discharge.

II. And be it further enacted by the Authority aforesaid, That the Receipt or Receipts of the said *Susannah Huggett*, or the Administrator or Administrators for the Time being of the said *Paulin Huggett*, the Son of the said first-named *Thomas Huggett*, and of the said *Isaac White*, or of the Executors or Administrators for the Time being of the said *Isaac White*, for any Sum or Sums of Money payable to them respectively under or by virtue of this Act, shall be a sufficient and effectual Discharge or sufficient and effectual Discharges for the same respectively, or for so much thereof as shall be therein expressed to be received; and that the said Commissioners and Governors of the said Royal Hospital for Seamen at *Greenwich* aforesaid, and their Successors, and also the said *John Boys* and *Joseph Martyr*, and the Survivor of them, his Executors and Administrators, and each and every of them, shall not afterwards be accountable for any Loss, Misapplication, or Nonapplication, or be obliged or concerned to see to the Application of the Money therein acknowledged or mentioned to be received.

That the Charge of procuring the Act shall be paid by the Purchasers.

III. And be it further enacted, by the Authority aforesaid, That all the Costs, Charges, and Expences of applying for and obtaining and passing this Act, and of making and completing the Conveyance hereby directed to be made to the said Commissioners and Governors of the Royal Hospital for Seamen at *Greenwich* aforesaid, shall be paid, sustained, and borne by the said Commissioners and Governors, and their Successors; and that no Part of the same Costs, Charges, and Expences shall be paid by the said *Paulin Huggett* the Infant upon any Account whatever.

Saving Clause.

IV. Saving always to the King's most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Administrators, and Assigns, (other than and except the said *Paulin Huggett* the Infant, and the Heirs of his Body, and his Heirs at Common Law, and according to the Custom of Gavelkind, and all and every other Person and Persons claiming or to claim any Estate, Right, Title, Interest, Inheritance,

ance, Use, Trust, Claim, or Demand whatsoever, of, in, to, or out of the said Parts and Shares of the said Piece or Parcel of Ground, Light-house, Hereditaments, and Premises, or any Part or Parts thereof, under or by virtue of the said Will of the said first named *Thomas Huggett*, or under or by virtue of the said recited Indentures of the Tenth Day of *November* One thousand seven hundred and eighty-four, or the said recited Indentures of the Fifteenth Day of *December* One thousand seven hundred and ninety-six, or the said recited Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *December* One thousand seven hundred and ninety-six, or the said recited Indentures of the Fourteenth and Fifteenth Days of *March*, One thousand seven hundred and ninety-seven, and the right Heirs, and Heirs according to the Custom of Gavelkind of the said first-named *Thomas Huggett*,) all such Estate, Right, Title, Interest, Possibility, Property, Claim, and Demand whatsoever, which they or any of them had, held, or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed, of, into, from, out of, or upon the said Parts and Shares hereby vested in and settled upon the said *John Boys* and *Joseph Martyr*, their Heirs and Assigns, in case this Act had not been made.

V. 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.

The FIRST SCHEDULE to which this Act refers :

Name of Place.	Name of Tenants.	Premises.	Quantity.	Yearly Rent.						
<i>Saint Peter the Apostle</i> in the Isle of <i>Thanet</i> , in the County of <i>Kent</i> .	The Commissioners and Governors of the Royal Hospital for Seamen at <i>Greenwich</i> , in the County of <i>Kent</i> .	Twenty-seven Fifty-fourths and Seventeen Forty-seconds of and in an octagonal Messuage used as a Light-house or Sea Mark, and commonly called or known by the Name of the <i>North Foreland</i> Light-house, and the Scite and Ground whereon the same standeth, together with the Out-houses, Buildings, Land and Premises, and also the free Use and Benefit of all Roads, Ways, and Passages for Horses, Carriages, and otherwise heretofore used therewith and belonging thereto.	3 Acres, more or less.	<table style="border: none;"> <tr> <td>£.</td> <td>s.</td> <td>d.</td> </tr> <tr> <td>90</td> <td>9</td> <td>9</td> </tr> </table>	£.	s.	d.	90	9	9
£.	s.	d.								
90	9	9								

A. P. DRIVER.

The SECOND SCHEDULE to which this Act refers, considering as a Basis that the Entirety of the said Premises are equal to £3150.

		£.	s.	d.
The Shares to which the Infant is intitled in Fee Tail	} $\frac{27}{54}$ ths, or $\frac{189}{378}$ ths, equal to	-	1575	0 0
The Share to which the Infant is intitled in Fee Simple		} $\frac{17}{42}$ nds, or $\frac{152}{378}$ ths, equal to	-	1275
The Shares outstanding in Thos. Brown, Esq.	} $\frac{28}{378}$ ths, equal to		-	233
The Shares outstanding in the real Representatives of John Fagg, in Trust for the said Thomas Brown		} $\frac{8}{378}$ ths, equal to	-	66

£. 3150 0

IN° WILLIAMS.

LONDON. Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1808.