



ANNO QUINQUAGESIMO TERTIO

# GEORGI III. REGIS.

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## Cap. 203.

An Act for enabling *William Hall* Esquire to assign or surrender a Term of One thousand Years, in Estates, in the County of *Oxford*, unto or in Trust for *Elisha Biscoe* Esquire, and for other Purposes. [7th July 1813.]

**W**HEREAS by Indentures of Lease and Release, bearing Date respectively the Nineteenth and Twentieth Days of *April* One thousand seven hundred and ninety-eight, the Release of Four Parts and expressed to be made between *Henry Mayne Whorwood* Esquire, the eldest Son and Heir Apparent of *Henry Whorwood*, then late of *Ashton Keyns*, in the County of *Wilts*, Esquire, of the First Part; *William Collow*, then of *Broad Street Buildings*, in the City of *London*, Merchant, and *William Hall* of the City of *Oxford*, Esquire, of the Second Part; *Thomas Lacey* of *Bread Street Hill*, in the said City of *London*, Gentleman, of the Third Part; and the said *William Collow* and *William Hall* of the Fourth Part; the Hundred of *Bullington*, in the County of *Oxford*, and divers Messuages, Lands, Tenements, and Hereditaments, therein more particularly described, situate in the same County, were, with the Appurtenances, duly conveyed and assured unto the said *Thomas Lacey*, his Heirs and Assigns, to the Uses following; (that is to say), as to all the Messuages, Lands, Tenements, Tythes, and Hereditaments in *Holton*, *Headington*, *Forrest-Hill*, *Cuddeston*, and *Stanton Saint John*, and all other the Premises thereby granted and released (except the Royalties, Services, Courts, Perquisites, and Profits of Courts to the said Hundred and Manors or Lordships of *Holton* and *Headington*), to the Use of the said *William Collow* and *William Hall*, their Executors, Administrators, and Assigns, for a Term of One thousand Years, to commence and be computed from the Day next before the Day of the Date of the Indenture of Release now in recital, without Impeachment of Waste, in Trust by the Ways and Means therein mentioned, to raise the Sum of Ten thousand Pounds, with Interest thereon, in order to pay and apply the same for the Benefit of certain Bond and Simple Contract Creditors of the said *Henry Whorwood*, in the Manner and according to the Provisions in a certain Indenture of Release dated the Eighteenth Day of *April* One thousand seven hundred and ninety-eight, recited in the said Indenture of Release now in recital; and from and after the Expiration or other sooner Determination of the said Term, and in the mean Time subject thereto and to the Trusts thereof,

[Loc. & Per.]

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then as to the same Messuages, Lands, Tenements, Tythes, and Hereditaments, (except as aforesaid), and immediately after the Execution of the said Indenture of Release now in recital, then as to the said Royalties, Services, Courts, Perquisites, and Profits of Courts to the said Hundred and Manors incident, appendant, belonging, or in anywise appertaining, to the Use of the said *Henry Mayne Whorwood*, his Heirs and Assigns for ever: And whereas by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *August* One thousand eight hundred and two, the Release of Nine Parts, and expressed to be made between the said *Henry Mayne Whorwood*, of the First Part; *Joseph Moulden*, of the Second Part; the said *William Collow* and *William Hall*, of the Third Part; *Joseph Cripps*, *Henry Whorwood*, and *Henry Curzon*, of the Fourth Part; *Anthony Hamond* of the Fifth Part; *George Cherry* of the Sixth Part; Sir *William Henry Ashurst* and *Spencer Schutz*, of the Seventh Part; *Elisha Biscoe* of *Micklefield Hall*, in the County of *Hertford*, Esquire, of the Eighth Part; and *James Wortham* of the Ninth Part; after reciting (among other Things) that no Part of the said Sum of Ten thousand Pounds had been raised, pursuant to the Trusts of the said recited Indenture of Release of the Twentieth Day of *April* One thousand seven hundred and ninety-eight, and therefore that the same Sum of Ten thousand Pounds still remained due and owing to the said *William Collow* and *William Hall*, as Trustees as aforesaid, but that all Interest for the same had been fully paid and satisfied up to the Day of the Date of the said now reciting Indenture, as they the said *William Collow* and *William Hall* did thereby express to acknowledge; it is witnessed, that in Consideration of the Sum of Fifty-five thousand Pounds therein expressed to be paid by the said *Elisha Biscoe*, in the Shares and Proportions therein mentioned (the Sum of Ten thousand Pounds Part thereof being therein expressed to be paid to the said *William Collow* and *William Hall*, by the Direction of the said *Henry Mayne Whorwood*, by the said *Elisha Biscoe*, in full Satisfaction and Discharge of all Monies due to them the said *William Collow* and *William Hall* upon or by virtue of the said herein-before in Part recited Indenture of Release of the Twentieth Day of *April* One thousand seven hundred and ninety-eight), they the said *William Collow* and *William Hall*, at the Request and by the Direction of the said *Henry Mayne Whorwood*, and to the Intent that the Residue of the said Term of One thousand Years vested in them might, as to the Hereditaments therein-after described, be merged in the Reversion and Inheritance thereof, did bargain, sell, assign, and release; and the said *Henry Mayne Whorwood* did grant, bargain, sell, alien, release, ratify, and confirm unto the said *Elisha Biscoe*, and his Heirs, the Manor of *Holton* and divers Messuages, Farms, Lands, Tenements, and Hereditaments therein more particularly described, situate in the said County of *Oxford* (being Part of the Hereditaments comprized in the said recited Indentures of Lease and Release of the Nineteenth and Twentieth Days of *April* One thousand seven hundred and ninety-eight), with the Appurtenances to hold the same unto and to the Use of the said *Elisha Biscoe*, his Heirs and Assigns for ever: And whereas the said *William Collow* was, at the Date of the said recited Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *August* One thousand eight hundred and two, resident, and hath ever since continued out of this Kingdom, and there is no Reason to suppose him dead; and it hath been impossible, by reason of the Absence of the said *William Collow* from this Kingdom, to procure his Execution of the same Indenture of Release, or of any other Conveyance for the Purpose of his assigning and surrendering the said Term of One thousand Years, so vested in him the said *William Collow* and *William Hall*, in Trust as aforesaid; and that



in consequence thereof the said *Elisha Biscoe* hath retained in his own Hands the Sum of Ten thousand Pounds, Part of the said Sum of Fifty-five thousand Pounds, the Purchase Money for the said Manor and Hereditaments, so conveyed to him as aforesaid: And whereas by reason of the said *William Collow* not having executed any Assignment or Surrender of the said Term of One thousand Years, the Creditors and Representatives of Creditors, so entitled as aforesaid to have the said Sum of Ten thousand Pounds raised and distributed amongst them, have been greatly delayed, and have suffered great Inconvenience in not having received their distributive Shares thereof, and are likely to be still further delayed and put to Inconvenience, inasmuch as the said *William Hall* cannot, by himself alone, without the Aid of Parliament, make any effectual Assignment or Surrender of the said Term of One thousand Years: And whereas it would be of great Benefit and Convenience to the several Creditors entitled to a distributive Share of the said Sum of Ten thousand Pounds, if the said *William Hall* were alone empowered to assign and surrender the said Term of One thousand Years, so vested in him and the said *William Collow* as aforesaid, unto or in Trust for the said *Elisha Biscoe*, so far as the same Term regards the Hereditaments and Premises so conveyed unto the said *Elisha Biscoe* by the said recited Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *August* One thousand eight hundred and two, as aforesaid; but as such Purpose cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *William Hall* doth 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 Manor, Messuages, Farms, Lands, Tenements, and Hereditaments comprized in the said herein before recited Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *August* One thousand eight hundred and two, and which were thereby conveyed unto and to the Use of the said *Elisha Biscoe*, his Heirs and Assigns, as aforesaid, and which are now vested in the said *William Collow* and *William Hall*, for the Residue of the said Term of One thousand Years therein as aforesaid, shall, from and immediately after the passing of this Act, be absolutely divested out of the said *William Collow*, his Executors, Administrators, and Assigns, to all Intents and Purposes whatsoever.

Manor, &c.  
divested out  
of W. Collow.

II. And be it further enacted, That all and singular the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments comprized in the said recited Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *August* One thousand eight hundred and two, and thereby conveyed unto and to the Use of the said *Elisha Biscoe*, his Heirs and Assigns, as aforesaid, shall, from and immediately after the passing of this Act, be vested in and settled upon, and the same are hereby vested in and settled upon the said *William Hall* alone, his Executors, and Administrators, for and during all the Rest, Residue, and Remainder now to come and unexpired of the said Term of One thousand Years therein, upon Trust, nevertheless that he the said *William Hall*, his Executors and Administrators, do and shall forthwith, on Payment of the said Sum of Ten thousand Pounds, and all Interest due thereon, by the said *Elisha Biscoe*, his Heirs, Executors, Administrators, or Assigns, unto him the said *William Hall*, his Executors or Administrators, assign, surrender, or otherwise assure the said Term of One thousand Years, and the Hereditaments therein comprized, and so conveyed unto the said *Elisha Biscoe*, as herein-before is mentioned, unto or in Trust for him the said *Elisha Biscoe*, his Heirs and Assigns, for and during

Manor, &c.  
conveyed to  
*Elisha Biscoe*  
to be vested  
in *William*  
*Hall* in Trust,  
&c.



during all the Rest, Residue, and Remainder which shall be then to come and unexpired of the said Term; and that the said Indenture of Release of the Nineteenth Day of *August* One thousand eight hundred and two, when executed by the said *William Hall*, his Executors or Administrators, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for merging and extinguishing the said Term of One thousand Years in the Freehold and Inheritance of the Hereditaments comprized in such Indenture, as if the said *William Collow* and *William Hall* had jointly executed the said Indenture; any Thing in the said Indenture to the contrary thereof in anywise notwithstanding.

Acquittance  
of William  
Hall good.

III. And be it further enacted, That the Receipt or Receipts of him the said *William Hall*, his Executors or Administrators, of the Payment of the said Sum of Ten thousand Pounds, and Interest, by the said *Elisba Biscoe*, his Heirs, Executors, Administrators, or Assigns, shall, from Time to Time be a good and effectual Release and Discharge to him the said *Elisba Biscoe*, his Heirs, Executors, Administrators, or Assigns, for the same, or for so much thereof as in such Receipt or Receipts shall be expressed or acknowledged to be received; and after such Receipt or Receipts shall be given, the said *Elisba Biscoe*, his Heirs, Executors, Administrators, or Assigns, shall be absolutely acquitted and discharged of and from the Monies therein respectively mentioned or acknowledged to have been received, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Application  
of Money.

IV. And be it further enacted, That it shall and may be lawful to and for the said *William Hall*, his Executors and Administrators, to divide and distribute the said Sum of Ten thousand Pounds, and the Interest thereof, unto and amongst the several Creditors and other Persons entitled to receive the same, in such and the same Manner and as fully and effectually, to all Intents and Purposes whatsoever, as they the said *William Collow* and *William Hall*, or the Survivor of them, can or may, or might or could have done, under and by virtue of the Directions and Trusts expressed and contained in the said recited Indenture of Release of the Twentieth Day of *April* One thousand seven hundred and ninety-eight, of and concerning the same Sum of Ten thousand Pounds, and the Interest thereof.

General  
Saving.

V. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *William Collow*, his Executors, Administrators, and Assigns, so far as his and their Estates, Rights, and Interests are intended to be barred and affected by this Act), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same Hereditaments and Premises 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 to be  
printed by  
the King's  
Printer.

VI. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.