



ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 28.

An Act for authorizing the Sale of Part of the Estates devised by the Will of *Samuel Smith* Esquire, deceased, and for investing the Proceeds of such Sale in the Purchase of other Estates to be settled upon the same Trusts.

[27th July 1838.]

WHEREAS *Samuel Smith* late of *Stockton* in the County of *Durham*, Esquire, made and duly executed his last Will and Testament in Writing, bearing Date on or about the Twenty-ninth Day of *July* in the Year of our Lord One thousand eight hundred and twenty-six, and thereby, by virtue of every Estate, Right, Power, or Authority enabling him in that Behalf, gave, devised, and appointed all his Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments situate in the several Towns, Townships, or Parishes of *Stockton* aforesaid and of *Darlington* and *Blackwell* in the said County, or elsewhere, with their Appurtenances, and also all his Messuages, Lands, and Tenements situate in the Town, Township, or Parish of *Stockton* aforesaid held by a Lease or Leases for Lives under the Bishop of *Durham*; with their Appurtenances, unto and to the Use of *Leonard Raisbeck* of *Stockton* aforesaid, Esquire, *George William Sutton* of *Elton* in the said County, Esquire, and *Thomas Henry Faber* of *Stockton* aforesaid, Gentleman,

Will of
Samuel
Smith, 29th
July 1826.

[Private.]

their Heirs, Sequels in Right, and Assigns respectively, for and during all such respective Estates, Rights, and Interests as he should have therein respectively at the Time of his Decease, upon the Trusts following; (that is to say,) as to his Messuage situate in *Stockton* aforesaid wherein he then resided, with the Gardens, Offices, and Appurtenances thereto belonging, and then occupied and enjoyed therewith, in Trust for his Grand-daughter *Mary Hubback* Spinster, Daughter of his late Daughter or reputed Daughter *Elizabeth Hubback*, deceased, during her Life, provided she should so long personally reside in and occupy the said Messuage; but if the said *Mary Hubback* should at any Time during her Life depart from the actual personal Occupation of the said last-mentioned Messuage for the Space of Twelve Calendar Months at any one Time, then and in that Case the said Testator declared and directed that the Estate or Interest of the said *Mary Hubback* in the said last-mentioned Messuage, with the Appurtenances, should thenceforth absolutely cease and determine in the same Manner as if she was dead; and as to his Messuage or Dwelling House situate in *Stockton* aforesaid then in the Occupation of *Robert Watson*, with the Appurtenances, in Trust for his Grandson *George Smith Hubback* (a Son of the said *Elizabeth Hubback*) during his Life, provided he should so long personally reside in and occupy the said Messuage; but if the said *George Smith Hubback* should at any Time during his Life depart from the actual personal Occupation of the said Messuage for the Space of Twelve Calendar Months at any one Time, then and in that Case the said Testator declared and directed that the Estate or Interest of the said *George Smith Hubback* in the said last-mentioned Messuage, with the Appurtenances, should thenceforth absolutely cease and determine in the same Manner as if he was dead; and as to his Messuage or Dwelling House situate in *Stockton* aforesaid then in the Occupation of *Mary Walker*, with the Appurtenances, in Trust for his Grandson *Robert Gamwell Hubback* (another Son of the said *Elizabeth Hubback*) during his Life, provided he should so long personally reside in and occupy the said last-mentioned Messuage; but if the said *Robert Gamwell Hubback* should at any Time during his Life depart from the actual personal Occupation of the said last-mentioned Messuage for the Space of Twelve Calendar Months at any one Time, then and in that Case the said Testator declared and directed that the Estate or Interest of the said *Robert Gamwell Hubback* in the said last-mentioned Messuage, with the Appurtenances, should thenceforth absolutely cease and determine, in the same Manner as if he was dead; and as to his Messuage or Dwelling House situate in *Stockton* aforesaid then in the Occupation of *Robert Clephan*, with the Bakehouse and Appurtenances thereto belonging, in Trust for his Servant *Ann Rutherford* during her Life; and as to his Close or Parcel of Ground situate in the Parish of *Darlington* aforesaid, with the Appurtenances, in Trust by and out of the Rents and annual Profits thereof to raise, levy, and pay to *Thomas Hunter* of *Hurworth* in the said County of *Durham*, Bricklayer, an Annuity or clear yearly Sum of Twenty Pounds during his Life, by equal half-yearly Payments, to be computed from the Day of his (the said Testator's) Death, and also to raise and pay to the Executors or Administrators of the said *Thomas Hunter* a proportionate Part of

the said Annuity, to be computed to the Day of his Death from the then last preceding Day of Payment, or, as the Case might require, from the Day of his (the said Testator's) Death; and as to all his said Copyhold or Customary and Leasehold Estates whatsoever and wheresoever, subject nevertheless to and expectant on the Determination of the respective Trusts therein-before declared concerning such Parts thereof as aforesaid, upon Trust from Time to Time from and after his Death to raise and levy such Sum and Sums of Money as the Trustees or Trustee for the Time being should in their or his Discretion think proper and sufficient for keeping all the said Estates and the Buildings standing or which should stand thereon in complete Repair, and for insuring the Buildings thereon from Fire, and also for making such Improvements, Alterations, and additional Buildings thereon as they or he might in their or his Discretion consider to be beneficial and advantageous, and from Time to Time to apply such Monies for those Purposes accordingly; and, subject thereto, upon Trust, by and out of the Rents and Profits of his said Copyhold or Customary and Leasehold Estates, to raise and levy and pay to his said Servant *Ann Rutherford* an Annuity of Ten Pounds during her Life, by half-yearly Payments from the Day of his Death, and to her Executors or Administrators a proportionable Part of the same Annuity, to be computed up to the Day of her Decease from the then last preceding Day of Payment thereof; and, subject and without Prejudice to the several Trusts aforesaid, upon Trust, in case his Personal Estate not specifically bequeathed should, after discharging the pecuniary Legacy directed to be paid in the first place out of such Part thereof as could be legally applied to charitable Purposes, be insufficient for Payment of his Debts, funeral and testamentary Expences, and the other pecuniary Legacies thereby directed to be paid thereout, that his Trustees or Trustee for the Time being should, by and out of the Rents and Profits of his said Copyhold or Customary and Leasehold Estates, or any Part thereof respectively (but not by Mortgage or Sale thereof or of any Part thereof), raise and levy such Sum or Sums of Money as should be sufficient to satisfy and make good such Deficiency, and should apply the Monies so to be raised for answering those Purposes accordingly; and as to all his said Copyhold or Customary and Leasehold Estates, subject and without Prejudice to the several Trusts therein-before declared, upon Trust to convey and settle the same upon the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback*, and their respective Children and Issue, in manner therein and herein-after mentioned and directed; (that is to say,) that One equal Third Part or Share of and in the said Copyhold or Customary and Leasehold Trust Estates should be held and settled in Trust for each of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback*, during his or her Life; and from and after his or her Decease, in Trust for his or her Child (if only One), and all his or her Children (if more than One,) to be equally divided between the same Children (if more than One) as Tenants in Common, and not as Joint Tenants; and the Share of each such Child to be held and settled in Trust for the same Child, and the Heirs of his or her Body lawfully issuing; and the said Testator declared, that in case there should be a Failure of the Heirs of
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of the Body of each or either or any of such Children, then the original and also any additional or surviving Share which should belong to such Child, or the Heirs of his or her Body, of and in his (the said Testator's) said Copyhold or Customary and Leasehold Estates should from the Time of such Failure of Issue be held upon, under, and subject to the same Trusts and Limitations over in all respects as the same would have been held if such Child had never been born, or as near thereto as might be and the Circumstances of the Case would permit; and the said Testator further declared, that in case each or either or any of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback* should depart this Life without having had any Child, or if there should be a Default or Failure of Heirs of the Body or Bodies of the Child (if only One), or of all the Children (if more than One), of any of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback*, then the original Third Part and also any additional or surviving Share of and in the said Copyhold or Customary and Leasehold Estates which should belong to each of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback* who should die without having had a Child, or whose Child (if only One) or Children (if more than One) should die without Heirs of his, her, or their Body or Bodies, should from Time to Time go to and be in Trust for and be settled upon the others or other of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback* in equal Shares as Tenants in Common (if more than One), and their, his, or her respective Children and Issue, in like Manner as their, his, or her respective original Third Part or Parts of the same Copyhold or Customary and Leasehold Estates were thereby directed to be settled, or as near thereto as might be or the Circumstances of the Case might permit; and the said Testator declared, that in case all and every of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback* should depart this Life without having had a Child, or if there should be a Default or Failure of Heirs of the Body or respective Bodies of the Child (if only One), or of all and every the Children (if more than One), of them the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback* respectively, then and in that Case and thenceforth the said *Leonard Raisbeck*, *George William Sutton*, and *Thomas Henry Faber*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should stand and be seised of all the said Copyhold or Customary and Leasehold Estates therein-before devised, subject and without Prejudice to the Trusts therein-before mentioned or expressed, upon Trust for the Person or Persons who at the Time of the Failure or Determination of the Estates or Trusts thereby declared in favour of the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback*, and their respective Children and Issue, should answer the Description of his (the said Testator's) Heir or Heirs at Law on the Side or Part of his Father, and who would have been entitled by Descent to a Real Estate acquired by him (the said Testator) by Purchase in case he had died at that Period and intestate, and for the Heirs and Assigns of such Person or Persons; and the said Testator declared, that the Person or Persons answering such Description as aforesaid, if more than One, should take and be entitled to his
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said Copyhold or Customary and Leasehold Estates in the same Shares as they respectively would have taken such Real Estates by Descent; and the said Testator ordered and directed, that notwithstanding any of the Trusts and Directions therein-before contained the said *Leonard Raisbeck, George William Sutton, and Thomas Henry Faber*, their Heirs and Assigns, and the Trustees or Trustee for the Time being of his said Will, should from Time to Time, upon the Death of any of the Persons upon whose Lives the Lease or Leases of the said Leasehold Messuages, Lands, and Tenements therein-before devised should for the Time being depend, renew, or join with the Owners of the other Lands and Hereditaments comprised in the same Lease or Leases in renewing, the same Lease or Leases, and for that Purpose should from Time to Time make or join in making such Surrender of the subsisting Lease or Leases for the Time being as should be requisite and necessary for obtaining such new Leases, and should by and out of the Rents and Profits of the said Leasehold Premises therein-before devised, or by Mortgage of any Part or Parts of the same Premises, or by and out of his said Trust Monies, Stocks, Funds, and Securities, as should be found most convenient, raise and pay so much of the Fine, Fees, and Expences incident to and attending every such Renewal as the said Leasehold Premises therein-before devised were or should be liable or contributory to pay; and the said Testator declared, that the said Leasehold Premises therein-before devised should, during the Continuance of the Estate and Interest to be granted by every such new Lease, remain and be upon the same Trusts as were therein-before expressed or declared of or concerning the then subsisting Lease of the same Premises: And whereas the said Testator departed this Life on or about the Twenty-seventh Day of *December* One thousand eight hundred and twenty-nine without having revoked or varied his said Will: And whereas by a certain Indenture bearing Date the Thirteenth Day of *February* in the Year of our Lord One thousand eight hundred and thirty, and made or expressed to be made between the said *Leonard Raisbeck* of the one Part, and the said *George William Sutton and Thomas Henry Faber* of the other Part, after reciting the said Will and Death of the said *Samuel Smith*, and stating that the said *Leonard Raisbeck* had not acted and did not intend to act in the Trusts of the said Will of the said *Samuel Smith*, the said *Leonard Raisbeck* did thereby remise and release to the said *George William Sutton and Thomas Henry Faber*, their Heirs and Assigns, all and singular the Leasehold and Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments situate in the several Towns, Townships, or Parishes of *Stockton, Darlington, and Blackwell* afore-said or elsewhere, then late belonging to the said Testator *Samuel Smith*, and in and by his said last Will and Testament given, devised, and appointed unto and to the Use of the said *Leonard Raisbeck, George William Sutton, and Thomas Henry Faber*, and all the Estate, Right, and Interest of the said *Leonard Raisbeck* (if any such he had) in the said Premises, to have unto and to the Use of the said *George William Sutton and Thomas Henry Faber*, their Heirs and Assigns for ever, upon the Trusts of the said Will of the said *Samuel Smith* deceased: And whereas the said *Thomas Hunter* departed this Life on or about the Fifteenth Day of *April* One thousand eight hundred

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and thirty-seven : And whereas the said *George Smith Hubback* on or about the Sixteenth Day of *December* One thousand eight hundred and thirty intermarried with *Jane Thompson*, and hath Issue at present only One Child, *Mary Louisa Hubback*, an Infant under the Age of Twenty-one Years : And whereas the said *Robert Gamwell Hubback* on or about the Thirteenth Day of *January* One thousand eight hundred and thirty-four intermarried with *Frances Kerr*, and hath Issue at present only Three Children, namely, *Charles Robert Kerr Hubback*, *Mark Gamwell Hubback*, and *Robert Beauchamp Hubback*, all of whom are Infants under the Age of Twenty-one Years : And whereas the said *Mary Hubback* is still unmarried : And whereas the Copyhold Property so devised by the said Testator *Samuel Smith* consists of Closes of Land situate in the Township of *Stockton* aforesaid, not called by any particular Name or Names, held by Copy of Court Roll under the Lord Bishop of *Durham* for the Time being in right of his See, as Parcel of his Manor of *Stockton*, and which Closes contain together Five Acres One Rood and Fourteen Perches or thereabouts, and are of the annual Value of Twenty-seven Pounds or thereabouts ; also of divers Copyhold Houses and Gardens with their respective Appurtenances, also held by Copy of Court Roll under the said Lord Bishop of *Durham* for the Time being in right of his said See, as Parcel of his said Manor of *Stockton*, and which said Houses and Gardens are of the annual Value of Two hundred and fourteen Pounds or thereabouts ; and also of Two Closes or Parcels of Ground called or distinguished by the Name of *Bank Close*, also held by Copy of Court Roll under the said Lord Bishop of *Durham* for the Time being, in right of his said See, as Parcel of his Manor of *Bondgate* in *Darlington* in the said County of *Durham*, and which said last-mentioned Closes contain together by Estimation Nine Acres and Two Roods or thereabouts, and are of the annual Value of Forty Pounds or thereabouts : And whereas the said Copyhold Houses are situate in the said Town of *Stockton*, and the said Copyhold Lands and Hereditaments before-mentioned as being in the said Township of *Stockton* are contiguous to the said Town of *Stockton*, and the said Copyhold Lands and Hereditaments before mentioned as Parcel of the Manor of *Bondgate* in *Darlington*, are contiguous to the Town of *Darlington* in the said County of *Durham* ; and by reason of the Increase of the Town of *Stockton* aforesaid, and of the various Works now in progress in and in the Vicinities of the said Towns of *Stockton* and *Darlington* respectively, it would be highly beneficial to the Persons entitled or to become entitled thereto under or by virtue of the Limitations and Provisions contained in the said herein-before recited Will of the said *Samuel Smith*, if the same could be sold and the Proceeds thereof invested in the Purchase of other Lands to be settled upon the same Trusts ; but by reason of the Limitations contained in the Will of the said *Samuel Smith* such Sale cannot be effected without the Aid and Authority of Parliament : Wherefore Your Majesty's most dutiful and loyal Subjects the said *George Smith Hubback* on behalf of himself and his infant Daughter the said *Mary Louisa Hubback*, the said *Robert Gamwell Hubback* on behalf of himself and his infant Children the said *Charles Robert Kerr Hubback*, *Mark Gamwell Hubback*, and *Robert Beauchamp Hubback*, the said

said *Mary Hubback*, the said *Ann Rutherford*, and the said *George William Sutton* and *Thomas Henry Faber*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 it shall and may be lawful for the said *George William Sutton* and *Thomas Henry Faber*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, and their or his Assigns, and other the Trustees or Trustee for the Time being of the Will of the said *Samuel Smith* deceased, and they and he are and is hereby authorized, at any Time or Times after the passing of this Act absolutely to sell and dispose of all and every or any Part or Parts of the several Copyhold or Customary Messuages or Dwelling Houses, Closes or Parcels of Land or Ground, Lands, Tenements, and Hereditaments devised by the Will of the said *Samuel Smith* deceased, and which said Messuages or Dwelling Houses, Closes or Parcels of Land or Ground, Lands, Tenements, and Hereditaments are comprised in the Schedule to this Act annexed, together with all and singular the Rights, Members, and Appurtenances whatsoever to the same Premises respectively belonging or in anywise appertaining, or with the same or any Part thereof respectively now or heretofore holden, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof or appurtenant thereto, according to the Custom of the Manor or Manors whereof the same respectively are holden, either at one Time or at several Times, and either together or in Parcels, and either by public Auction or private Contract or partly by public Auction and partly by private Contract, to any Person or Persons whomsoever, for the best Price or Prices that can at the Time of such Sale or Sales be reasonably had or gotten for the same, with full Power and Authority to buy in the same Premises or any Part thereof which may at any Time be offered for Sale by public Auction, and to rescind, alter, vary, or abandon any Contract or Contracts which may be entered into for Sale of the same Premises or any Part or Parts thereof, and to resell the Premises which may be so bought in or as to which the Contract or Contracts for Sale may be so rescinded or abandoned, either immediately or at any Time or Times thereafter, in either of the Modes aforesaid, without being answerable for any Loss which may be occasioned thereby, and also to compel the specific Performance of any Contract or Contracts by Suit in Equity or otherwise; and also with full Power for the said Trustees or Trustee to sell the same Premises or any Part or Parts thereof, whether such Sale shall be made by public Auction or by private Contract, under any special Condition or Conditions of Sale as to Title or otherwise as to them or him shall seem expedient, and upon Payment into the Bank of *England* in the Manner herein-after mentioned of the Purchase Money of the same Premises, or any Part or Parts thereof respectively which shall be so sold, by any Surrender or Surrenders to be by them or him made into the Hands of the Lord or Lady or Lords or Ladies of the Manor or respective Manors of which the Copyhold Hereditaments so to be sold shall respectively be holden, or his, her, or their Steward or Stewards, according to the Custom or respective Customs of such

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Manor or Manors respectively, and as if such Trustees or Trustee were or was the Copyhold Tenants or Tenant of the same respectively, to surrender the Copyhold Hereditaments so to be sold, with their Rights, Members, and Appurtenances, to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or otherwise as he, she, or they shall in that Behalf direct, to be holden of the Lord or Lady or Lords or Ladies of the same Manor or Manors respectively; according to the Custom or respective Customs thereof respectively, by the Rents, Fines, Suits, and Services therefor due and of right accustomed, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Declarations, Charges, and Limitations in and by the Will of the said *Samuel Smith* deceased, declared or contained of and concerning the same.

Purchase Monies to be paid into the Bank of England.

II. And be it further enacted, That all and every the Sum or Sums of Money which shall arise from any Sale or Sales to be made in pursuance of this Act shall be paid by the Person or Persons to whom such Sales shall be made into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*ex parte* the Purchasers of the devised Estates of the late *Samuel Smith*," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

Certificate of Accountant General and the Receipt of the Cashier of the Bank to be an effectual Discharge for the Purchase Money.

III. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of one of the Cashiers of the Bank of *England* to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by or on behalf of such Purchaser or Purchasers of his, her, or their Purchase Money or Purchase Monies as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or for so much thereof as therein respectively shall be expressed to have been paid; and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Purchase Money to be invested in the Purchase of other Estates.

IV. And be it further enacted, That as soon as conveniently may be after such Monies shall have been so paid into the Bank of *England* as herein-before directed, the same, or so much thereof as shall not be ordered by the Court of Chancery to be applied in payment of Costs, Charges, and Expences, and of the Expence of Renewal according to the Directions herein-after contained, shall, upon Petition to be presented to the said Court in a summary Way by the Person or Persons or any one of the Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits

Profits or any Part of the Rents and Profits of the Estates to be purchased with such Monies by virtue of this Act, if the same were purchased and settled as herein-after is mentioned, or by the Guardian or Guardians of such Person or Persons on his, her, or their behalf in case of Minority, be laid out and invested, by or under the Direction of the said Court of Chancery, in pursuance of an Order to be made on such Petition, in the Purchase of Freehold Estates of Inheritance in Fee Simple in Possession, or of Copyhold Estates held for an Estate of Inheritance in Possession, to be situate in *England* or *Wales*, such Estates to be respectively free from Incumbrances, except Chief and Quit Rents and Services and Leases at improved Rents; all which Estates so to be purchased as aforesaid shall be conveyed, settled, and assured to such and the same Uses, and upon such and the same Trusts, and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Declarations, Charges, and Limitations, as are in or by the said Will of the said *Samuel Smith* deceased limited, declared, or contained of or concerning the Hereditaments and Premises hereby authorized to be sold, or such and so many of the said Uses, Trusts, Intents, Purposes, Powers, Provisoos, Declarations, Charges, and Limitations as shall be then subsisting undetermined or capable of taking effect, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased and the Circumstances of the Case will admit.

V. And be it further enacted, That all Sums of Money which shall be so paid into the Bank in the Name of the Accountant General, to his Account there "*Ex parte* the Purchasers of the devised Estates of the late *Samuel Smith*," as herein-before is mentioned, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in payment of such Costs, Charges, and Expences, or such Expences of Renewal as aforesaid, shall in the meantime and until the said Monies shall be invested in the Purchase of other Estates as aforesaid be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy or Victualling or Exchequer Bills and the Money to be received from the same as they shall respectively be paid off, shall be laid out from Time to Time in the Purchase of other Navy or Victualling or Exchequer Bills: Provided, always, that it shall be lawful for the said Court of Chancery to make such general or special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that Case the Interest of the old Bills shall be laid out as herein-before directed with respect to the Interest of the Bills which may be paid off; and all the said Navy or Victualling or Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank of *England* in the Name of the Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved of as herein-

Purchase Money to be invested in Exchequer Bills, &c. until laid out in other Estates.

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before directed, and until the same shall, upon Petition to the Court in a summary Way by the Person or Persons or any One of the Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits or any Part of the Rents or Profits of the Estates so to be purchased as aforesaid, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf in case of Minority, be ordered to be sold by the Accountant General for the Purpose of making or completing such Purchase or Purchases of Land, in such Manner as the said Court shall think fit and direct; and in case the Money arising by the Sale of such Navy or Victualling or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case, and in such Case only, the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Land directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Expences of Act to be defrayed out of Purchase Monies.

VI. And be it further enacted, That all the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing this Act, or which may be incident or relating thereto, and the Costs and Expences attending the Sales hereby authorized, and the Execution of the Powers and Authorities hereby vested in the said Trustees, and the Costs and Expences of any Application to the Court under this Act, and also all the Costs, Charges, and Expences which may be incident to the Renewal of the Lease or Leases under which the Leasehold Property of the said *Samuel Smith* is held, in case any Renewal thereof shall be necessary before the Monies so paid into the Bank as aforesaid shall be invested in the Purchase of other Estates, shall be borne and defrayed by and out of the Monies to arise by the Sale of the Lands and Hereditaments by this Act authorized to be sold.

Court of Chancery may make Orders for taxing Costs of obtaining Act, &c.

VII. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling the Costs, Charges, and Expences which shall be incurred in making the necessary Applications to the said Court in pursuance of this Act, and of making out the Titles to and completing the Sale or respective Sales of the several Messuages, Lands, Tenements, Hereditaments, and Premises hereby directed and authorized to be sold, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, for the Payment of all such Costs, Charges, and Expences out of the Monies which shall have been so paid into the Bank as aforesaid, or out of the Money arising by the Sale of the Navy or Victualling or Exchequer Bills to be purchased therewith; and it shall be lawful for the said Court of Chancery to make such further or other Orders in the Premises as to the said Court shall seem just.

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VIII. And be it further enacted, That in the meantime and until such Sale or Sales shall be made of the said Messuages or Tenements, Lands, Hereditaments, and Premises by this Act authorized to be sold, the Rents and Profits of the same Messuages or Tenements, Lands, Hereditaments, and Premises, or of so much and such Part or Parts thereof as shall for the Time being and from Time to Time remain unsold, shall be received and taken or enjoyed by such Person or Persons as would have been entitled to have had, received, and enjoyed the same in case this Act had not been passed.

Until Sale the Rents to be received by the Persons who would have been entitled to them if this Act had not been passed.

IX. And whereas the Rents and Profits arising from the said Messuages or Tenements, Lands, Hereditaments, and Premises by this Act authorized to be sold form almost the only Provision for the Support of the said *George Smith Hubback*, *Robert Gamwell Hubback*, and *Mary Hubback*, and it is necessary that some Provision should be made for their comfortable Maintenance and Support in the meantime and until the Monies arising from the Sale of such Messuages, Tenements, Lands, Hereditaments, and Premises shall be again laid out in the Purchase of other Estates; be it therefore further enacted, That it shall be lawful for the said Court of Chancery, if that Court shall think fit so to do, upon Petition to be preferred to the said Court in a summary Way, to order the Accountant General to pay the Whole or a competent Part or Parts of the Interest which shall arise from the Monies so laid out in the said Navy, Victualling, or Exchequer Bills unto such Person or Persons as the said Court shall think proper, to be applied for or towards the Support and Maintenance of the several Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Estates so to be purchased as aforesaid: Provided always, that it shall not be lawful for the said Court of Chancery to make any such Order or Orders as last herein-before mentioned after the Expiration of Five Years from the Time at which the Purchase Money for the Whole or any Part or Parts of the said Messuages, Tenements, Lands, Hereditaments, and Premises shall respectively have been laid out in Navy, Victualling, or Exchequer Bills as aforesaid.

Court of Chancery may direct the Interest of Exchequer Bills to be paid to the Parties entitled.

X. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized, upon Petition to be preferred in a summary Way, out of any Monies which shall be standing in the Name of the Accountant General arising from such Sale or Sales as aforesaid, to pay all Legacies, Annuities, and other Sum and Sums of Money which in or by the Will of the said *Samuel Smith* deceased are charged upon the Messuages or Tenements, Lands, Hereditaments, and Premises hereby authorized to be sold, any thing herein-before contained to the contrary thereof in anywise notwithstanding.

Court may direct Legacies, &c. to be paid.

XI. Provided always, and be it further enacted, That if any Person or Persons entitled to any Annuity or Annuities under the Will of the said *Samuel Smith* deceased shall be Parties to and sign any Conveyance, Surrender, or Release of any Part of the Property hereby authorized to be sold, such Person or Persons shall not thereby

For Protection of Annuitants who may execute Conveyance of Part of the Lands.

thereby release or in any way discharge the Remainder of the Property charged with such Annuity or Annuities from the Payment thereof, but that such Property shall remain in all respects liable thereto and charged with the Payment thereof as if such Conveyance, Surrender, or Release had not been made or executed by such Annuitant or Annuitants.

General
Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *George Smith Hubback*, and *Mary Louisa Hubback* the present only Child of the said *George Smith Hubback*, and the Heirs of her Body issuing, and all and every other Child and Children which the said *George Smith Hubback* may hereafter have, and the Heirs of their respective Bodies issuing; and the said *Robert Gamwell Hubback*, and *Charles Robert Kerr Hubback*, *Mark Gamwell Hubback*, and *Robert Beauchamp Hubback*, the present only Children of the said *Robert Gamwell Hubback*, and the Heirs of their respective Bodies issuing, and all and every the Child and Children which the said *Robert Gamwell Hubback* may hereafter have, and the Heirs of their respective Bodies issuing; and the said *Mary Hubback*, and all and every the Child and Children which the said *Mary Hubback* may hereafter have, and the Heirs of their respective Bodies issuing; and the said *Ann Rutherford*, and the said *Leonard Raisbeck*, *George William Sutton*, and *Thomas Henry Faber*, and their Heirs, and all and every other Person and Persons whomsoever having or lawfully or equitably claiming any, or who shall or may hereafter have or claim any, Estate, Right, Title, Term, Interest, Charge, or Incumbrance whatsoever of, in, to, upon, out of, or concerning the Estates hereby authorized to be sold as aforesaid, or any of them, or any Part or Parts thereof respectively, under or by virtue of the said Will of the said *Samuel Smith* deceased, or any of the Uses, Trusts, or Limitations therein contained, or otherwise howsoever in respect or on account thereof, and the right Heirs of the said *Samuel Smith* deceased,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the said Messuages or Tenements, Lands, Hereditaments, and Premises hereby authorized to be sold as aforesaid, as they or every or any of them had before the passing of this Act, or could or might have had, held, or enjoyed, or been entitled to if this Act had not been passed.

Act as
printed by
the Queen's
Printers to
be Evidence.

XIII. And be it further enacted, That this Act shall be printed by the several Printers to the Queen'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.

The

The SCHEDULE referred to by the foregoing Act.

Messuages and Lands in the Township of Stockton in the County of Durham, Parcel of the Manor of Stockton.

	Annual Rent.		
	£	s.	d.
Two Closes or Parcels of Ground in the Occupation of Titeus Higgins as Tenant from Year to Year - - -	16	0	0
Part of another Close or Parcel of Ground in the Occupation of Thomas Davison and George William Todd as Tenants from Year to Year - - - - -	6	0	0
Part of a Close or Parcel of Ground in the Occupation of Edward Ingledew as Tenant from Year to Year - - -	5	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Titeus Higgins as Tenant from Year to Year -	6	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Hannah Mitchinson as Tenant from Year to Year - - - - -	6	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of John Swainstone as Tenant from Year to Year -	5	0	0
A Messuage or Dwelling House and Garden, with the Appurtenances, in the Occupation of George Nurser as Tenant from Year to Year - - - - -	5	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Mary Scott as Tenant from Year to Year -	10	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of William Whytehead as Tenant from Year to Year - - - - -	16	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Ann Cummins as Tenant from Year to Year -	6	10	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of John Grenside as Tenant from Year to Year -	20	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of William Elliott as Tenant from Year to Year -	8	0	0
A Shop and Wharf or Quay in the Occupation of Henry Douthwaite as Tenant from Year to Year - - - - -	10	10	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of James Brown as Tenant from Year to Year -	1	10	0
A Messuage or Dwelling House, with the Appurtenances, now used as Four Tenements, in the several Occupations of George Dalkin, Hannah Coulthard, Mary Wood, and William Francis as Tenants from Year to Year at the Rent of 5 <i>l.</i> each -	20	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Robert Lister as Tenant from Year to Year -	10	0	0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Thomas Pybus as Tenant from Year to Year -	7	0	0

[Private.]

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	Annual Rent.
	£ s. d.
A Stable in the Occupation of Thomas Pybus as Tenant from Year to Year - - - - -	1 10 0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of John Forster as Tenant from Year to Year -	6 10 0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of William Haggis as Tenant from Year to Year -	5 0 0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of James Panson as Tenant from Year to Year -	5 0 0
A Messuage or Dwelling House and Garden, with the Appurtenances, now used as Two Tenements, in the several Occupations of Mary Hill and Robert Stoker as Tenants from Year to Year at the respective Rents of 6 <i>l.</i> and 8 <i>l.</i> - - - - -	14 0 0
A Granary in the Occupation of Henry Barnes and Mary Hill as Tenants from Year to Year - - - - -	20 0 0
A Wharf or Quay in the Occupation of Thomas Simpson as Tenant from Year to Year - - - - -	5 0 0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Jeremiah Osburn as Tenant from Year to Year -	10 0 0
A Wharf or Quay in the Occupation of John Stagg as Tenant from Year to Year - - - - -	15 0 0
A Messuage or Dwelling House, with the Appurtenances, in the Occupation of Ann Rutherford - - - - -	—

Lands in the Township or Parish of Darlington in the County of Durham, Parcel of the Manor of Bondgate.

	Annual Rent.
	£. s. d.
Two Closes or Parcels of Ground called or known by the Name of Bank Close, now in the Occupation of William Dixon as Tenant from Year to Year - - - - -	40 0 0

Jo. W. Wilson.

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