



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 42.

An Act to amend an Act passed in the Second and Third Years of the Reign of Her present Majesty, intituled *An Act to authorize the Sale of certain Lands, Tenements, and Hereditaments in the Counties of Kent and Northampton, formerly belonging to William Marshall of Clifford's Inn in the City of London, Gentleman, deceased; and for other Purposes incidental thereto.* [21st June 1841.]

WHEREAS by an Act passed in the Second and Third Years of the Reign of Her present Majesty, intituled *An Act to authorize the Sale of certain Lands, Tenements, and Hereditaments in the Counties of Kent and Northampton, formerly belonging to William Marshall of Clifford's Inn in the City of London, Gentleman, deceased; and for other Purposes incidental thereto,* after reciting (amongst other things), that the said *William Marshall*, by his last Will and Testament in Writing, bearing Date on or about the Fourteenth Day of *May* One thousand eight hundred, signed and published by him in the Presence of Three subscribing Witnesses, after revoking all Wills and Codicils and other testamentary

2 & 3 Vict.
c. 35.

[*Private.*]

12 *d*

Dispositions

Dispositions made by him at any Time theretofore, and declaring that to be his last Will and Testament, and after giving and devising to his Brother *Thomas Marshall*, and to his Heirs and Assigns for ever, a Copyhold Estate at *Solihull* in the County of *Warwick*, gave and devised all his Freehold Estates situate in the Counties of *Kent* and *Northampton*, and other his Real Estates whatsoever and where-soever, which he had Power to dispose of by that his Will, with their Rights, Members, and Appurtenances, except his Estate at *Solihull* aforesaid, unto and to the Use of *Charles Butler* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, and *James Winsbury* of *Searle Street* in the said County, Shoemaker, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after expressed or contained of and concerning the same; (that is to say,) upon Trust that they the said *Charles Butler* and *James Winsbury*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should, by and with the Rents, Issues, and Profits of the said Freehold Estates, levy, raise, and pay to his dear Sister *Mary Bourton* and *Jonas Bourton* her Husband, and the Survivor of them, during the Lives and Life of them and the Survivor of them, One annual Sum of Seventy Pounds of lawful Money of *Great Britain*, clear of any Deduction or Abatement whatsoever, by equal quarterly Payments in every Year, and the first quarterly Payment thereof to be made at the End of Three Calendar Months after his Decease; and, subject thereto, should stand and be seised of the said Estates upon Trust for his the said Testator's Son *Thomas Marshall*, and his Assigns, during his natural Life; and after his Decease, in Trust for all and every the Children and Child of his said Son *Thomas Marshall* lawfully begotten or to be begotten, and to be divided between and amongst them, if more than One, in equal Shares, as Tenants in Common in Tail, with Cross Remainders in Tail between and amongst them, and if there should be a Failure of Issue of all such Children but One, or if there should be but One such Child, in Trust for such surviving or only Child in Tail; and in default of such Issue, in Trust for his the said Testator's Brother *Thomas Marshall*, and his Assigns, during his natural Life; and after his Decease, in Trust, by and out of the Rents, Issues, and Profits of the said Estates, to pay to his the said *Thomas Marshall's* eldest Son, *William Marshall*, during his Life, an annual Sum of Forty Pounds, without any Deduction or Abatement whatsoever, by equal quarterly Payments, and the first of the said quarterly Payments to be made at the Expiration of Three Calendar Months next after the Decease of the said Testator's Brother *Thomas Marshall*; and, subject thereto, should stand and be seised of the said Freehold Estates in Trust for *Thomas Marshall*, the youngest Son of his said Brother, during his natural Life; and after his Decease, in Trust for all and every his Children and Child then born or thereafter to be born, to be divided between and amongst them, if more than One, in equal Shares, as Tenants in Common in Tail, with Cross Remainders in Tail between and amongst them, and if there should be a Failure of Issue of all the said Children save One, or if there should be but One such Child, in Trust for that only or remaining Child in Tail; and in default of such Issue, in Trust for his the

said Testator's Sister *Mary Bourton*, for and during the Term of her natural Life; and from and after her Decease, in Trust for all and every her Children and Child, to be divided between and amongst them, if more than One, in equal Shares, as Tenants in Common in Tail, with Cross Remainders in Tail between and amongst them, and if there should be a Failure of Issue of all the said Children save One, or if there should be but One such Child, in Trust for that remaining or only Child in Tail; and in default of such Issue, then in Trust for the said Testator's own Right Heirs; and also reciting, that the said Testator departed this Life on or about the Eighteenth Day of *September* One thousand eight hundred, without having in any other Manner altered his said Will, otherwise than by a Codicil thereto, dated on or about the Twenty-sixth Day of *July* One thousand eight hundred, which did not in any Manner affect the Devise of his said Real Estates; and also reciting, that the said Will, with the Codicil, was duly proved in the Prerogative Court of *Canterbury*, on or about the Third Day of *October* in the Year One thousand eight hundred, by the said *Charles Butler* and *James Winsbury*, the Executors in the said Will named; and also reciting, that the Two first-mentioned Annuitants were both dead, the said *Mary Bourton*, the Sister of the said Testator, in or about the Month of *June* One thousand eight hundred, and the said *Jonas Bourton* her Husband in or about the Month of *April* One thousand eight hundred and nineteen; and also reciting, that the said *Thomas Marshall*, the Son of the said Testator, had long since departed this Life without Issue; and also reciting, that upon the Decease of the said Testator *William Marshall*, his Brother the said *Thomas Marshall* was let into the Receipt of the Rents and Profits of the said Trust Estates, and continued in the Possession thereof up to the Day of his Decease; and also reciting, that the said *Thomas Marshall*, the Brother of the said Testator, departed this Life on or about the Fifteenth Day of *December* One thousand eight hundred and sixteen; and also reciting, that upon the Decease of the said *Thomas Marshall*, the Brother of the said Testator, the said *Thomas Marshall*, the youngest Son of the said *Thomas Marshall* the Brother, and the Nephew of the said Testator, was let into the Receipt of the Rents and Profits of the said Trust Estates, according to the Directions contained in the said Will, but subject to the Payment thereout of the said Annuity of Forty Pounds to the said *William Marshall*, the elder Son of the said *Thomas Marshall* the Brother of the said Testator, and which Annuity ceased upon the Death of the said *William Marshall*, which took place on or about the Fourth Day of *February* One thousand eight hundred and thirty-seven; and also reciting, that the said *Thomas Marshall*, the Nephew of the said Testator, departed this Life on or about the Twenty-eighth Day of *March* One thousand eight hundred and thirty-six, having previously had Eight Children, namely, *Thomas Marshall*, *James Marshall*, *William Marshall*, *Charles Marshall*, *George Marshall*, *Ann Maria Marshall*, *Mary Marshall*, and *Mary Amelia Marshall*; and also reciting, that the said *Thomas Marshall*, the eldest Son of *Thomas Marshall* the Nephew of the said Testator, departed this Life in the Lifetime of his said Father, and without having barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler*

Butler and *James Winsbury*, their Heirs and Assigns, as aforesaid, leaving *Thomas Marshall* his only surviving Child, then an Infant under the Age of Twenty-one Years; and also reciting, that by an Order of the High Court of Chancery, bearing Date on or about the Nineteenth Day of *March* One thousand eight hundred and thirty-eight, *William Marshall* of *Leamington Priors* aforesaid, Gentleman, the Third Son of the said *Thomas Marshall* the Nephew of the said Testator and Uncle of the said *Thomas Marshall* the Infant, had been duly appointed the Guardian of his Person and Estates; and also reciting, that the said *James Marshall*, the Second Son of the said *Thomas Marshall* the Nephew of the said Testator, had attained his Age of Twenty-one Years, and afterwards by an Indenture, dated on or about the Sixteenth Day of *March* One thousand eight hundred and thirty-nine, duly barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, and that the same undivided Eighth Part of the said Freehold Estates was then vested in him as in Fee Simple under or by virtue of the same Indenture; and also reciting, that *William Marshall*, the Third Son of the said *Thomas Marshall* the Nephew of the said Testator, had attained his Age of Twenty-one Years; and also reciting, that the said *William Marshall* having so attained his Age of Twenty-one Years, afterwards, by an Indenture, dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven, duly barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, and that the same undivided Eighth Part of the said Freehold Estates was then vested in him as in Fee Simple under or by virtue of the same Indenture; and also reciting, that the said *Charles Marshall*, the Fourth Son of the said *Thomas Marshall* the Nephew of the said Testator *William Marshall* deceased, had attained his Age of Twenty-one Years; and also reciting, that the said *Charles Marshall*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture, dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven, duly barred his Estate Tail in his undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, and that the same undivided Eighth Part of the said Freehold Estates was then vested in him as in Fee Simple under or by virtue of the same Indenture; and also reciting, that the said *George Marshall*, the Fifth Son of the said *Thomas Marshall* the Nephew of the said Testator *William Marshall* deceased, had attained his Age of Twenty-one Years; and also reciting, that the said *George Marshall*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture, dated on or about the Sixth Day of *March* One thousand eight hundred and twenty-eight, and made or expressed to be made between the said *George Marshall* of the First Part, *John Ledbrooke* of the Second Part, and *Thomas Martin* of the Third Part, and by a Fine sur Conuzance de Droit come ceo, &c., levied in pursuance of a Covenant in the said Indenture,

Indenture, he the said *George Marshall* conveyed and assured all his One undivided Eighth Part or Share of him the said *George Marshall* expectant and to take effect in Possession upon the Death of his Father the said *Thomas Marshall*, the then Tenant for Life of and in all the said Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns as aforesaid, to the Use of the said *John Ledbrooke*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the said Indenture for the Term of One thousand Years from thence next ensuing, at a Peppercorn Rent, upon Mortgage, to secure Payment to the said *John Ledbrooke*, his Executors, Administrators, and Assigns, of the Sum of One hundred and fifty Pounds, and Interest, subject nevertheless to the Life Interest of the said *Thomas Marshall* the Father of the said *George Marshall* in the said Freehold Estates, and also subject to the Proviso or Condition, Covenant, or Agreement therein contained for Redemption, on Payment by the said *George Marshall*, his Executors, Administrators, or Assigns, to the said *John Ledbrooke*, his Executors, Administrators, or Assigns, of the Sum of One hundred and fifty Pounds, with Interest for the same after the Rate, at the Time, and in the Manner therein mentioned and appointed for Payment thereof respectively; and also reciting, that by an Indenture, bearing Date on or about the Twenty-second Day of *July* One thousand eight hundred and twenty-nine, and made or expressed to be made between the said *George Marshall* of the First Part, *William Jenking* of the Second Part, and *William Redfern* and *Clement Cotterill Redfern* of the Third Part, he the said *George Marshall* did grant, bargain, sell, assign, transfer, alien, and release unto the said *William Jenking*, his Executors, Administrators, and Assigns, One undivided Third Part, Share, or Proportion of and in his undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall*, the then Tenant for Life, and whether such Determination had already happened or not, of and in all the before-mentioned Freehold Estates, and also of and in all and every other Share and Shares which should or might descend to and become vested in the said *George Marshall*, during the Lifetime of his said Father, to and for the Use of the said *William Jenking*, his Executors, Administrators, and Assigns, during the natural Life of him the said *George Marshall* but no longer, to take effect in Possession immediately upon or after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall*, the then Tenant for Life; and also reciting, that by a Memorandum in Writing, bearing Date on or about the Twenty-fourth Day of *July* One thousand eight hundred and twenty-nine, signed by the said *William Redfern* and *Clement Cotterill Redfern* and *William Jenking*, and indorsed upon the last-mentioned Indenture, it was declared that the Consideration Money advanced and paid to the said *George Marshall* was advanced and paid in equal Shares by the said *William Redfern* and *Clement Cotterill Redfern* and the said *William Jenking*, that is to say, one Half of the Purchase Money by the said *William Redfern* and *Clement Cotterill Redfern*, and the other Half by the said *William Jenking*, and that it was understood

[Private.]

12 e

between

between them that their Interest in the Property conveyed by the last-mentioned Indenture was and should be in proportion to their respective Contributions to the Purchase Money; and also reciting, that by an Indenture, bearing Date on or about the Nineteenth Day of *November* One thousand eight hundred and twenty-nine, and made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Jenking* of the other Part, he the said *George Marshall* did bargain, sell, assign, transfer, alien, and release unto the said *William Jenking*, his Executors, Administrators, and Assigns, One undivided Sixth Part or Share of and in his undivided Eighth Part or Share of and in the said Freehold Estates, to the Use of the said *William Jenking*, his Executors, Administrators, and Assigns, for and during the natural Life of the said *George Marshall*, but not longer, or otherwise to take effect in Possession immediately upon or after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall*, the then Tenant for Life; and also reciting, that by a Memorandum in Writing, bearing Date on or about the Fifth Day of *February* One thousand eight hundred and thirty, indorsed on the last-recited Indenture, it was declared that the Consideration Money named in the last-mentioned Indenture was advanced and paid in equal Shares by the said *William Redfern* and *Clement Cotterill Redfern*, and by the said *William Jenking*, that is to say, one Half by the said *William Redfern* and *Clement Cotterill Redfern*, and the other Half by the said *William Jenking*, and that it was understood between them that their Interest in the Property conveyed was and should be in proportion to their respective Contributions to the Purchase Money; and also reciting, that by Indentures of Lease and Release, bearing Date respectively on or about the Tenth and Eleventh Days of *February* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, release, and confirm unto the said *William Smith* and his Heirs all that One undivided Eighth Part or Share of and in all his undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in the said Freehold Estates, and also of and in all and every other Share or Shares which might descend to or become vested in the said *George Marshall* during the Lifetime of his said Father; and also reciting, that by Indentures of Lease and Release, bearing Date respectively on or about the First and Second Days of *December* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, alien, release, and confirm unto the said *William Smith* and his Heirs, all that One undivided Sixteenth Part or Share of and in his undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in all the said Freehold Estates, and also of and in all and every other Share and Shares which might descend to or become vested in him the said

said *George Marshall* during the Lifetime of his said Father; and also reciting, that by Indentures of Lease and Release, bearing Date respectively the Eighth and Ninth Days of *December* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part and the said *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, alien, release, and confirm unto the said *William Smith* and his Heirs, One undivided Sixteenth Part or Share of and in his One undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in all the said Freehold Estates; and also reciting, that by Indentures of Lease and Release, bearing Date respectively on or about the Fifteenth and Sixteenth Days of *December* One thousand eight hundred and thirty, the Release being made or expressed to be made between the said *George Marshall* of the one Part, and the said *William Smith* of the other Part, he the said *George Marshall* did grant, bargain, sell, alien, release, and confirm unto the said *William Smith* and his Heirs all those Two undivided Eighth Parts or Shares of the said *George Marshall*, then undisposed of, of and in his said undivided Eighth Part or Share expectant upon and to take effect in Possession immediately from and after the Decease or other sooner Determination of the Estate for Life of the said *Thomas Marshall* his Father of and in the said Freehold Estates, and also of and in all and every other Share and Shares which should or might descend to or become vested in the said *George Marshall* during the Lifetime of his said Father; and also reciting, that by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *William Smith*, bearing Date on or about the Eighteenth Day of *December* One thousand eight hundred and thirty-five, after reciting all the said before-mentioned Indentures between the said *George Marshall* and the said *William Smith*, the said *William Smith* did acknowledge and declare that the several Sums of Money in the said therein-recited Indentures of Release mentioned to have been paid as the Consideration of and for the Purchase of the several undivided Parts or Shares of and in the said Freehold Estates were, with the Exception of One Half of the Consideration Money expressed in the said Indenture of the Eleventh Day of *February* One thousand eight hundred and thirty, the Purchase Monies of *Jesse Greaves*, and that the Name of the said *William Smith* was made use of in the said several Indentures, except as to One Moiety of the Property comprised in the said Indentures of the Tenth and Eleventh Days of *February* One thousand eight hundred and thirty, in Trust only for the said *Jesse Greaves*, his Heirs and Assigns, and upon and for no other Trust, Intent, or Purpose whatsoever; and that he the said *William Smith* did thereby, for himself, his Heirs, Executors, and Administrators, wholly and utterly disclaim all Estate, Right, Title, Interest, Claim, or Demand whatsoever of and in the said Premises, otherwise than and in Trust only for the said *Jesse Greaves*, his Heirs and Assigns, One Moiety of the said Share or Part conveyed in and by the said Indenture of the Eleventh Day of *February* One thousand eight hundred and thirty only excepted; and also reciting, that on or about the Thirteenth Day of *November* One thousand

thousand eight hundred and thirty-two the said *George Marshall*, then being a Prisoner confined for Debt in the County Gaol of the County of *Warwick*, filed his Petition in the Court for the Relief of Insolvent Debtors, in *England*, whereupon, by Indenture bearing Date the Thirteenth Day of *November*, and made or expressed to be made between the said *George Marshall*, therein described as an Insolvent Debtor, and a Prisoner in the County Gaol at *Warwick*, of the First Part, and *Samuel Sturges*, therein described as Provisional Assignee of the Estate and Effects of Insolvent Debtors in *England*, of the other Part, he the said *George Marshall* did convey and assign to the said *Samuel Sturges*, as such Provisional Assignee as aforesaid, all his Estate, Right, Title, Interest, and Trust in and to all his Real and Personal Estate, in Possession, Reversion, Remainder, or Expectancy, excepting the Wearing Apparel and other such Necessaries of him the said *George Marshall*, not exceeding in the whole the Value of Twenty Pounds; and also reciting, that by an Indenture, bearing Date on or about the Thirtieth Day of *January* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Samuel Sturges* of the one Part, and *Samuel Banks* of the other Part, he the said *Samuel Sturges* did convey, assign, transfer, and set over unto the said *Samuel Banks*, his Heirs, Executors, Administrators, and Assigns, all the Estate, Right, Title, Interest, and Trust of, in, and to all the Real and Personal Estate and Effects whatsoever and wheresoever, and of what Nature or Kind soever, present and future, which were in any way vested in the said *Samuel Sturges* as such Provisional Assignee as aforesaid, together with their and every of their Rights, Members, and Appurtenances, in Trust for the Use, Benefit, and Advantage of the Creditors of the said Insolvent Debtor who should be entitled to share in a Dividend of the said Estate and Effects, and to and for such other Uses, Intents, and Purposes, and in such Manner and Form, as were in and by the said Indenture expressed of and concerning the same; and also reciting, that by an Indenture of Appointment and Bargain and Sale, duly acknowledged by the said *George Marshall*, and enrolled in Her Majesty's High Court of Chancery, pursuant to an Act passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of a more simple Mode of Assurance*, and bearing Date on or about the Thirtieth Day of *March* One thousand eight hundred and thirty-six, and made or expressed to be made between the said *George Marshall* of the one Part, and the said *John Ledbrooke* of the other Part, he the said *George Marshall*, pursuant to and in execution of the Power vested in him by the therein-recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine, did direct, limit, and appoint that all and singular the said Freehold Estates situate in the County of *Kent* should remain and be, and that the said Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine, should respectively operate and enure, to the Use of the said *John Ledbrooke*, his Heirs and Assigns, upon the Trusts, and to and for the Ends, Intents, and Purposes thereafter expressed and declared of and concerning the same; and that, in order to defeat the said Estate Tail then vested in the said *George Marshall* by virtue of the said Will in the said Hereditaments and Premises therein bargained and sold, and all Estates,
Powers,

Powers, Rights, and Interests limited to take effect after the Determination or in Defeasance of such Estate Tail, and to limit the Fee Simple of the said Hereditaments and Premises to the said *John Ledbrooke*, his Heirs and Assigns, upon the Trusts therein-after expressed, subject nevertheless, as to such Part thereof which was in the County of *Kent*, to the said Term of One thousand Years, he the said *George Marshall* did bargain and sell unto the said *John Ledbrooke*, his Heirs and Assigns, all that the Part or Share, Parts or Shares, Right and Interest of him the said *George Marshall* of and in the said Freehold Estates, upon Mortgage, to secure Payment to the said *John Ledbrooke* of certain Sums of Money therein mentioned, subject nevertheless to the Proviso or Condition therein contained for Redemption, on Payment by the said *George Marshall*, his Heirs, Executors, Administrators, or Assigns, unto the said *John Ledbrooke*, his Executors, Administrators, or Assigns, of the Sums of Money, with Interest for the same, after the Rate and on or at the Time therein mentioned and appointed for the Payment thereof respectively; and in the said Indenture is contained a Proviso, that, notwithstanding any thing therein contained, the said Term of One thousand Years, created by the therein-recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine, and vested in the said *John Ledbrooke*, his Executors, Administrators, and Assigns, should not be merged or extinguished, but the same should remain vested and alive in the said *John Ledbrooke*, his Executors, Administrators, and Assigns; and also reciting, that by an Indenture bearing Date the Tenth Day of *April* One thousand eight hundred and thirty-seven, made or expressed to be made between the said *John Ledbrooke* of the First Part, the said *William Jenking* of the Second Part, the said *William Redfern* and *Clement Cotterill Redfern* of the Third Part, the said *William Smith* of the Fourth Part, the said *Jesse Greaves* of the Fifth Part, the said *Samuel Banks* of the Sixth Part, the said *George Marshall* of the Seventh Part, the said *Charles Marshall* and *William Marshall* of the Eighth Part, and *William Francis Cowley* of the Ninth Part, they the said *John Ledbrooke*, *William Jenking*, *William Redfern*, *Clement Cotterill Redfern*, *William Smith*, *Jesse Greaves*, and *Samuel Banks*, at the Request and by the Direction of the said *George Marshall* (testified by his being a Party to and sealing the said Indenture), according to their respective Estates and Interests in the Hereditaments and Premises therein comprised, did bargain, sell, and release, and the said *George Marshall* did grant, bargain, sell, and confirm, all the undivided Eighth Part or Share of him the said *George Marshall* of and in the said Freehold Estates, and all and every other Share and Shares which should or might descend to or become vested in the said *George Marshall* of and in the same, as to one undivided Moiety thereof, to the said *Charles Marshall* and his Heirs, and in bar of Dower, and as to the other Moiety thereof, to the said *William Marshall* and his Heirs, and in bar of Dower; and also reciting, that the said *Ann Maria Marshall*, one of the Daughters of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall*, intermarried with *Charles Albot* of *Stockhill Park* near *Wetherby* in the County of *York*, Land Surveyor, by whom she had Issue Two Sons only, namely, *Charles Thomas Albot*

[Private.]

12 f

and

and *George Albot*, and afterwards departed this Life in the Lifetime of the said *Thomas Marshall* her Father, the Nephew of the said Testator, without having barred her Estate Tail in her undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and leaving her said Sons, *Charles Thomas Albot*, who had at the Date of the said Act of Parliament now in recital attained his Age of Twenty-one Years, and *George Albot*, at the Date of the said Act an Infant (of the Age of Sixteen Years and upwards), her surviving; and also reciting, that the said *Charles Thomas Albot*, having so attained his Age of Twenty-one Years, afterwards, by an Indenture, dated on or about the Twenty-third Day of *April* One thousand eight hundred and thirty-nine, duly barred his Estate Tail in his undivided Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and that the same undivided Part of the said Freehold Estates was then vested in him as in Fee Simple under or by virtue of the same Indenture; and also reciting, that the said *Mary Marshall*, one other of the Daughters of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall* deceased, intermarried with *William Bennett*, then of *Birmingham* in the County of *Warwick*, Yeoman, by whom she had Issue Five Daughters, namely, *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, and afterwards departed this Life in the Lifetime of the said *Thomas Marshall* her Father, the Nephew of the said Testator *William Marshall* deceased, without having barred her Estate Tail in her undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and leaving her said Husband, the said *William Bennett*, and her said Children, *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, all then Infants under the Age of Twenty-one Years, her only Children, her surviving; and also reciting, that the said *Mary Amelia Marshall*, the other Daughter of the said *Thomas Marshall*, the Nephew of the said Testator *William Marshall* deceased, had attained her Age of Twenty-one Years; and also reciting, that the said *Mary Amelia Marshall*, having so attained her Age of Twenty-one Years, afterwards, by an Indenture, dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven, duly barred her Estate Tail in her undivided Eighth Part of the Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and that the same undivided Eighth Part of the said Freehold Estates was then vested in her as in Fee Simple under or by virtue of the same Indenture; it is (amongst other things) enacted, that all and every the Freehold Estates devised in the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and which were specified in the Schedule to the said Act now in recital annexed,

nexed, with all and every the Rights, Members, and Appurtenances thereto or to any Part thereof respectively belonging or appertaining, or therewith used or enjoyed, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the said Freehold Estates, and every Part thereof, should, from and immediately after the passing of the said Act now in recital, be vested in and the same were thereby absolutely vested in the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Gifts, Devises, Bequests, Uses, Estates, Limitations, Restrictions, Trusts, Entails, Remainder, Remainders, Powers, Provisions, and Declarations whatsoever in and by the therein-before in part recited Will of the said Testator *William Marshall* deceased, and in and by the several Indentures therein-before mentioned, and each and every of them, limited, expressed, declared, and contained concerning the said Estates respectively, or of any or either of them, or any Part thereof, but nevertheless upon the Trusts, and for the Ends, Intents, and Purposes, therein and in part herein-after expressed or declared of and concerning the same; (that is to say,) upon Trust that they the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should, as soon as conveniently might be after the passing of the said Act now in recital, or at any Time or Times thereafter, absolutely make sale and dispose of the said Freehold Estates and every Part thereof, either at one Time or at several Times, and either in one Lot or in several Lots, and either by public Auction or private Contract, or to any Person or Persons who should or might be willing to become the Purchaser or Purchasers thereof respectively; and that upon Payment into the Bank of *England*, in manner therein-after directed, of the Purchase Money or Monies for which the said Freehold Estates, or any or either of them, or any Part or Parts thereof respectively, should be sold, upon Trust that they the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should convey and assure the said Freehold Estates which should be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, or to such Uses, and upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers should direct or require, absolutely freed and discharged, as "therein-after" (by Mistake for "therein-before") mentioned; and it is by the said Act now in recital further enacted, that the Purchaser or Purchasers of the said Freehold Estates which should be sold under the Powers and Authorities of the said Act, or of any Part or Parts thereof respectively, should pay his, her, or their Purchase Money or Purchase Monies 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 Purchaser or Purchasers of *Marshall's* Estate," the same Purchase Money or Purchase Monies to be paid 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
the

the Reign of His late Majesty King *George* the Second, Chapter Twenty-four; and it is by the said Act now in recital further enacted, that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of one of the principal Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the proper Office of the Court of Chancery, of the Payment into the Bank by the said Purchaser or Purchasers of the Purchase Money or Purchase Monies, should be a good and effectual Discharge to the Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, for his, her, and their respective Purchase Money or Purchase Monies; and the said Purchaser or Purchasers, his, her, and their respective Heirs, Executors, Administrators, and Assigns, after filing such Certificates and Receipts as aforesaid, should be absolutely acquitted and discharged of and from the said Purchase Money or Purchase Monies, and should not be answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof; and by the said Act it was further enacted, that upon Petition to be presented to the said Court of Chancery, in a summary Way, within a reasonable Time after the Completion of any such Purchase or Purchases as aforesaid, by the said *James Marshall, William Marshall, Charles Marshall, Charles Thomas Albot, Mary Amelia Marshall*, or any or either of them, their or any of their Heirs or Assigns, and who, if the said Act had not been passed, would, at the Time of making any Contract for Sale thereby authorized to be made, have been seised of or entitled to any undivided Part or Parts, Share or Shares, of, in, or to the said Freehold Estates so devised in the said Will of the said Testator *William Marshall* deceased to the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and comprised in the Schedule to the said Act, or to the Receipts of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, or by his, her, or their Executors or Administrators, it should be lawful for the Court of Chancery, and the said Court was thereby authorized and required, to order a proportionable Part of the said Purchase Money and Purchase Monies, or of so much thereof as should not be ordered by the said Court to be applied in Payment of Costs, Charges, and Expences or Disbursements, according to the Directions therein-after enacted, to be paid to each of them the said *James Marshall, William Marshall, Charles Marshall, Charles Thomas Albot*, and *Mary Amelia Marshall*, his, her, or their Heirs or Assigns, and who, if the said Act had not passed, would, at the Time of making any Contract for Sale thereby authorized to be made, have been seised of or beneficially entitled to any undivided Share or Shares, Part or Parts of or in the said Freehold Estates so devised by the said Will of the said Testator *William Marshall* deceased to the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and comprised in the Schedule to the said Act, or to the Receipt of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, according to his, her, and their several and respective Part or Parts, Share or Shares therein, and to the Executors or Administrators of any such Person or Persons deceasing after the making of any Contract for Sale thereby authorized to be made; and by the said Act it was further

further enacted, that upon any Petition to be presented in like Manner to the said Court of Chancery, in a summary Way, within a reasonable Time after the Completion of any Purchase or Purchases, by the several and respective Guardians or Guardian of the said several Infants, *Thomas Marshall, George Albot, Mary Aloysia Bennett, Elizabeth Bennett, Josephine Bennett, Frances Amelia Bennett, and Louisa Bennett*, or of any or either of them, and who, if the said Act had not passed, would have been seised of or beneficially entitled to any undivided Part or Parts, Share or Shares of or in the said Freehold Estates devised by the said Will of the said Testator *William Marshall* deceased to the Use of the said *Charles Butler* and *James Winsbury*, their Heirs and Assigns, as aforesaid, and comprised in the Schedule to the said Act, or of or to the Receipt of any Part or Parts, Share or Shares of the Rents, Issues, and Profits thereof, it should be lawful for the said Court to order the Residue of the said Purchase Money and Purchase Monies, or of so much thereof as should not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences or Disbursements, according to the Directions therein-after contained, to be laid out in the Purchase of Freehold Lands, Tenements, or Hereditaments, and in the Fee Simple and Inheritance thereof, which might be respectively approved of by the said Court of Chancery; and that immediately after the making of such Purchase or Purchases the Lands, Tenements, and Hereditaments so to be purchased should be conveyed, settled, and assured in such Manner as in the said Act mentioned: And whereas by the Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine levied in pursuance thereof, recited in the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, the undivided Part or Share of the said *George Marshall* expectant and to take effect in Possession on the Death of his Father the said *Thomas Marshall*, the Nephew of the said *William Marshall* the Testator, of and in all those several Messuages, Lands, Hereditaments, and Premises, containing together Seven hundred and ten Acres or thereabouts (more or less), situate in the several Parishes or Places of *Ospringe, Eastling, Milton, Statisfield, and Winsbury*, in *Kent*, and comprised in the said Will of the said *William Marshall* the Testator, recited in the said Act of the Second and Third Years of the Reign of Her said present Majesty, was (subject to the said Term of One thousand Years by the said Indenture limited to the said *John Ledbrooke*, his Executors, Administrators, and Assigns, as in the said Act and herein-before is mentioned,) assured and limited by the said *George Marshall* to such Uses and upon such Trusts as the said *George Marshall* should by any Deed or Writing or by Will appoint; and for Want of and until such Appointment, and subject thereto, to the Use of the said *George Marshall*, and his Assigns, for his Life, with a Limitation to the Use of the said *Thomas Martin*, his Executors and Administrators, during the Life of the said *George Marshall*, in Trust for the said *George Marshall* and his Assigns, with Remainder to the Use of the said *George Marshall*, his Heirs and Assigns for ever, subject nevertheless to the Life Interest of the said *Thomas Marshall*, the Father of the said *George Marshall*, in the said Hereditaments:

[Private.]

12 g

And

And whereas the said *George Marshall* departed this Life on or about the Sixteenth Day of *May* One thousand eight hundred and thirty-seven, leaving Issue him surviving Four Children, namely, *Amelia Rosina Marshall*, *Henry Thomas Marshall*, *Charles Marshall*, and *William Marshall*, all of whom are now Infants under the Age of Twenty-one Years : And whereas, as to the One undivided Eighth Part or Share of the said *George Marshall* under the said Will of the said *William Marshall* the Testator, recited in the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, in such of the said Estates as are situate in the said County of *Kent*, with the Exception of the Manors or Lordships, and the Messuages, Lands, Waste Grounds, Quit Rents, Reliefs, Franchises, Liberties, Privileges, Members, and Appurtenances thereto belonging or appertaining respectively, the following Objections have been taken to the Title ; (that is to say,) that by virtue of the said Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, recited in the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, and Fine levied in pursuance thereof, the said undivided Eighth Part or Share of the said *George Marshall* in the said Estates in the said County of *Kent*, with such Exceptions as aforesaid, was converted into a Base Fee, but that such Base Fee was not well and effectually enlarged into an Estate in Fee Simple absolute, pursuant to the Statute of the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance*, by the said Indenture of Appointment and Bargain and Sale of the Thirtieth Day of *March* One thousand eight hundred and thirty-six, recited in the said Act of the Second and Third Years of the Reign of Her said present Majesty ; and consequently that under or by virtue of the said Indenture of the Tenth Day of *April* One thousand eight hundred and thirty-seven, recited in the said Act of the Second and Third Years of the Reign of Her said present Majesty, a Base Fee, and not an Estate in Fee Simple absolute, in the said undivided Eighth Part or Share of the said *George Marshall* in the said Estates in the said County of *Kent*, with such Exceptions as aforesaid, was vested in the said *William Marshall* and *Charles Marshall*, and therefore that the said *Joseph Silvester* and *William Francis Patterson* were, so far as regards the said undivided Eighth Part or Share, unable, under the said Act of the Second and Third Years of the Reign of Her said present Majesty, to make an effectual Title to a Purchaser : And whereas, in consequence of the Base Fee which, by virtue of the said Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine levied in pursuance thereof, was acquired in the said undivided Eighth Part or Share of the said *George Marshall*, under the said Will of the said *William Marshall* the Testator, in the said Estates devised by the said Will, and specified in the Schedule to the said Act, which are situated in the said County of *Kent*, with such Exception as aforesaid, not having, by the said Indenture of Appointment and Bargain and Sale of the Thirtieth Day of *March* One thousand eight hundred and thirty-six, been enlarged into an Estate in Fee Simple absolute, each of them the said *James Marshall*,

William Marshall, Charles Marshall, and Mary Amelia Marshall, as the only surviving Children of the said *Thomas Marshall*, the Nephew of the said *William Marshall* the Testator, continued to be beneficially entitled, under the said Will of the said *William Marshall* the Testator, for an Estate Tail in Remainder or Expectancy on the Determination of the Base Fee so acquired as aforesaid, to One equal Seventh Part of the said undivided Eighth Part or Share of the said *George Marshall* in the said Estates in the said County of *Kent*, with such Exception as aforesaid; and the said *Charles Thomas Albot*, as the eldest Son of the said *Ann Maria Albot* the deceased Wife of the said *Charles Albot*, and the only adult Grandchild of the said *Thomas Marshall*, the Nephew of the said *William Marshall* the Testator, continued to be beneficially entitled, under the said Will of the said *William Marshall*, for an Estate Tail in Remainder or Expectancy on the Determination of the Base Fee so acquired as aforesaid to One Moiety of One other equal Seventh Part of the said undivided Eighth Part or Share of the said *George Marshall* in the said Estates in the said County of *Kent*, with such Exception as aforesaid: And whereas by an Indenture bearing Date the Twenty-sixth Day of *February* One thousand eight hundred and forty-one, enrolled pursuant to the Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, and made or expressed to be made between the said *James Marshall* of the First Part, the said *William Marshall* of the Second Part, the said *Charles Marshall* of the Third Part, the said *Mary Amelia Marshall* of the Fourth Part, the said *Charles Thomas Albot* of the Fifth Part, the said *Charles Marshall* and *William Marshall* of the Sixth Part, and the said *Joseph Silvester* and *William Francis Patterson* of the Seventh Part, after reciting (amongst other things) the said Will of the said *William Marshall* the Testator, and the said Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine levied in pursuance thereof, and the said Act of the Second and Third Years of the Reign of Her said present Majesty, it is witnessed, that in consideration of the Premises, and of Ten Shillings Sterling by the said *Joseph Silvester* and *William Francis Patterson* paid to each of them the said *James Marshall, William Marshall, Charles Marshall, Mary Amelia Marshall, and Charles Thomas Albot*, they the said *James Marshall, William Marshall, Charles Marshall, Mary Amelia Marshall, and Charles Thomas Albot*, with the Consent of the said *William Marshall* and *Charles Marshall*, so far as they were Protectors of the Settlement, did grant, bargain, sell, and confirm unto the said *Joseph Silvester* and *William Francis Patterson*, and their Heirs and Assigns, all those the respective undivided Parts or Shares of them the said *James Marshall, William Marshall, Charles Marshall, Mary Amelia Marshall, and Charles Thomas Albot*, under the said Will of the said *William Marshall* the Testator, in Remainder or Expectancy on the Determination of the Base Fee acquired by the herein-before recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine levied in pursuance thereof, of and in the undivided Eighth Part or Share of the said *George Marshall* under the said Will of and in the said Estates in the said County of *Kent*, with such Exception as aforesaid, by the following Description; (that is to say,) all

all those the Messuages, Lands, and Hereditaments comprised in the Schedule thereunder written, being the same Hereditaments and Premises, but by a more modern Description, as are mentioned and described in the therein-before recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and being also the same Hereditaments and Premises, as regards the *Kent* Estates, with the Exception of the Manors or Lordships, as are comprised in the Schedule to the therein-before recited Act of Parliament, and by the same Description, and their Appurtenances, to hold the same, subject to the previous Base Fee therein during the Existence of the Issue of the said *George Marshall* deceased, but freed and for ever discharged of and from the respective Estates Tail of the said *James Marshall*, *William Marshall*, *Charles Marshall*, *Mary Amelia Marshall*, and *Charles Thomas Albot* under the said therein-before recited Will of the said *William Marshall* the Testator, and the Remainders and Reversion thereon respectively expectant or depending, so far as the same could be barred by the Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, unto and to the Use of the said *Joseph Silvester* and *William Francis Patterson*, their Heirs and Assigns for ever, upon and for the Trusts, Intents, and Purposes in and by the therein-before recited Act of Parliament of the Second and Third Years of the Reign of Her present Majesty expressed and declared of and concerning the Manors, Messuages, Lands, and Hereditaments thereby vested in the said *Joseph Silvester* and *William Francis Patterson*, so far as the same Trusts, Intents, and Purposes could or might be applicable to the undivided Parts or Shares, Hereditaments, and Premises by the said Indenture now in recital granted, bargained, sold, and confirmed, or intended so to be, and so as to confirm and give effect to the said Act in every respect so far as regards the same undivided Parts or Shares: And whereas the said *Thomas Marshall* the Son of the said *Thomas Marshall*, the Son of the said *Thomas Marshall* the Nephew of the said *William Marshall* the Testator, is still an Infant under the Age of Twenty-one Years, and the said *George Albot* is still an Infant under the Age of Twenty-one Years, and the said *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett* are still Infants under the Age of Twenty-one Years: And whereas, in consequence of the Base Fee so acquired as aforesaid in the said undivided Eighth Part or Share of the said *George Marshall* under the said Will of the said *William Marshall* the Testator, in the said Estates in the said County of *Kent*, with such Exception as aforesaid, not having been converted into a Fee Simple absolute, the said *Thomas Marshall* the Infant continues to be beneficially entitled, under the said Will of the said *William Marshall* the Testator, for an Estate Tail in Remainder or Expectancy on the Determination of the Base Fee so acquired as aforesaid, to One other equal Seventh Part of the said undivided Eighth Part or Share of the said *George Marshall* under the said Will in the Estates in the said County of *Kent*, with such Exception as aforesaid; and the said *George Albot* continues to be beneficially entitled, under the said Will of the said *William Marshall* the Testator, to One Moiety of One other equal Seventh Part (to the other Moiety of which the said *Charles Thomas Albot* continues to be beneficially

ficially entitled, as herein-before is mentioned,) of the said undivided Eighth Part or Share of the said *George Marshall* under the said Will in the said Estates in the said County of *Kent*, with such Exception as aforesaid; and each of them, the said *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, continues to be beneficially entitled under the said Will to One equal Fifth Part of the remaining Seventh Part of the said undivided Eighth Part or Share of the said *George Marshall* under the said Will in the said Estates in the said County of *Kent*, with such Exception as aforesaid; and the respective Estates Tail of the said *Thomas Marshall* the Infant, *George Albot*, *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, in Remainder or Expectancy on the Determination of the Base Fee acquired by the said Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine levied in pursuance thereof, in the undivided Eighth Part or Share of the said *George Marshall* under the said Will in the said Estates in the said County of *Kent*, with such Exception as aforesaid, and the Remainders and Reversion on the said respective Estates Tail expectant or depending, cannot be barred or extinguished by reason of their respective Minorities: And whereas the said *William Bennett* departed this Life on or about the Twentieth Day of *July* One thousand eight hundred and thirty-nine, and by an Order of the High Court of Chancery the said *William Marshall*, the Uncle of the said *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, was duly appointed Guardian of their Persons and Estates: And whereas it would be for the immediate Benefit of the said *James Marshall*, *William Marshall*, *Charles Marshall*, and *Mary Amelia Marshall*, the surviving Children of the said *Thomas Marshall* the Nephew of the said *William Marshall* the Testator, and of the said *Charles Thomas Albot*, and of the said *Thomas Marshall* the Infant, and of the said *George Albot*, and of the said *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, if the Sale of the Estates comprised in the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty could be forthwith completed; but, so far as regards the undivided Eighth Part or Share of the said *George Marshall* under the said Will of the said *William Marshall* the Testator in the said Estates in the said County of *Kent*, with the Exception of the Manors or Lordships, and the Messuages, Lands, Waste Grounds, Rents, Quit Rents, Reliefs, Franchises, Liberties, Privileges, Members, and Appurtenances thereto respectively belonging or appertaining, the same cannot be effected without the Authority of Parliament: And whereas the said Estates devised by the said Will of the said *William Marshall* the Testator, and specified in the Schedule to the said Act of the Second and Third Years of the Reign of Her said present Majesty, which are situate in the County of *Kent*, are subject to the Custom of Gavelkind, and the Direction in the said Act for the Investment of such of the Monies to arise from the Sale of those Estates in the Purchase of Lands, Tenements, and Hereditaments is not, as it ought to have been, restricted to Lands, Tenements, and Hereditaments in the County of *Kent* subject to

[Private.]

12 h

such

George Marshall's One Eighth of the Kent Estates, comprised in the Act 2 & 3 Vict. c. 35. (except the Manors), vested in the Trustees of the Act, upon the Trusts and for the Purposes thereof, discharged from all subsisting Estates Tail, and the Remainders and Reversion thereon.

such Custom, and it is expedient that such Direction should be so restricted, which cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *James Marshall*, and the said *William Marshall* on behalf of himself and his infant Nephew and Ward the said *Thomas Marshall*, and of his infant Nieces and Wards, *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett*, and the said *Thomas Marshall* by the said *William Marshall*, his next Friend and Guardian, and the said *Maria Aloysia Bennett*, *Elizabeth Bennett*, *Josephine Bennett*, *Frances Amelia Bennett*, and *Louisa Bennett* by the said *William Marshall*, their next Friend and Guardian, and the said *Charles Marshall*, and the said *Charles Albot* on behalf of his infant Son *George Albot*, and the said *George Albot* by the said *Charles Albot*, his Father and Guardian, and the said *Charles Thomas Albot*, *Mary Amelia Marshall*, *Joseph Silvester*, and *William Francis Patterson*, 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 all that the undivided Eighth Part or Share of the said *George Marshall* under the said Will of the said *William Marshall* the Testator, recited in the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, of and in all the Messuages, Lands, and Hereditaments which are mentioned and described in the Schedule to this Act, and their Appurtenances, (being all the Messuages, Lands, and Hereditaments in the said County of *Kent* specified in the Schedule to the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, and by the said Act vested in the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, except the Manors or Lordships, and the Messuages, Lands, Waste Grounds, Rents, Quit Rents, Reliefs, Franchises, Liberties, Privileges, Members, and Appurtenances thereto respectively belonging or appertaining,) shall, from and immediately after the passing of this Act, be and remain vested in the said *Joseph Silvester* and *William Francis Patterson*, and the Survivor of them, and the Heirs and Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said recited Act of the Second and Third Years of the Reign of Her said present Majesty, upon the Trusts and for the Purposes of the same Act, except so far as the same may be altered or varied by virtue of this Act, absolutely freed and for ever discharged of and from all and singular the Gifts, Devises, Bequests, Uses, Estates, Limitations, Restrictions, Trusts, Entails, Remainders, Powers, Provisions, and Declarations of and from which the same Messuages, Lands, and Hereditaments were freed, acquitted, exonerated, and discharged by the said recited Act of the Second and Third Years of the Reign of Her present Majesty, and also of and from all other the Gifts, Devises, Bequests, Uses, Estates, Limitations, Trusts, Entails, Remainders, Powers, Provisions, and Declarations whatsoever in and by the said Will of the said Testator *William Marshall* deceased, and the several Indentures recited in the herein-before recited

recited Act of the Second and Third Years of the Reign of Her said present Majesty, and each and every of them respectively, limited, expressed, declared, and contained, of and concerning the same Messuages, Lands, and Hereditaments, or any of them, or any Part thereof respectively.

II. And be it further enacted, That, as soon as may be after the Monies to arise from the Sale which, in pursuance of the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, may be made of all or any of the Messuages, Lands, and Hereditaments in the County of *Kent*, (except the Manors or Lordships and Premises herein-before excepted,) shall have been paid into the Bank of *England*, in pursuance of the Provisions for that Purpose contained in the said Act of the Second and Third Years of the Reign of Her said present Majesty, One equal Eighth Part of such Monies (being the Purchase Monies for the said undivided Eighth Part or Share of the said *George Marshall*), or so much of such One equal Eighth Part as shall not be ordered by the said Court of Chancery to be applied in Payments of Costs, Charges, and Expences, according to the said Act of the Second and Third Years of the Reign of Her said present Majesty, and also according to the Directions herein-after contained, shall, upon any Petition to be presented to the said Court of Chancery in a summary Way by the Person or Persons who would for the Time being be entitled to the Possession or to the Receipt of the Rents and Profits of the Lands, Tenements, and Hereditaments to be purchased as herein-after directed, if such Person or Persons shall have attained the Age of Twenty-one Years, but if such Person or any of such Persons shall be under the Age of Twenty-one Years, then, as to the Person or Persons so under Age, upon the Petition of the Guardian or Guardians of such Person or Persons, be laid out and invested, under the Order and Direction and with the Approbation of the said Court, in the Purchase of Lands, Tenements, and Hereditaments situate, lying, and being in the County of *Kent*, and subject to the Custom of Gavelkind; and that all the Lands, Tenements, and Hereditaments which shall be so purchased as aforesaid shall be conveyed and limited to the Use of the said *William Marshall* and *Charles Marshall*, their Heirs and Assigns, in equal Shares, as Tenants in Common, during the Existence of the Issue of the said *George Marshall* deceased, and, subject to that Limitation, to the same Uses, and for the same Estates, and for the same Purposes to and for which the said undivided Eighth Part or Share of the said *George Marshall* under the said Will of the said *William Marshall* the Testator, of and in the said Messuages, Lands, and Hereditaments in the said County of *Kent*, (except the Manors or Lordships and Premises herein-before excepted,) were, exclusive of the Base Fee acquired by the herein-before recited Indenture of the Sixth Day of *March* One thousand eight hundred and twenty-eight, and Fine levied in pursuance thereof, limited or made subject or liable under or by virtue of the said Will of the said *William Marshall* the Testator, and the herein-before recited Indenture of the Twenty-sixth Day of *February* One thousand

One Eighth of Monies to arise from the Sale of the Kent Estates (except the Manors) to be laid out in Lands, to be conveyed to the subsisting Uses of *George Marshall's* One Eighth of the Kent Estates.

thousand eight hundred and forty-one, if this Act had not been passed, or as near thereto as the Deaths of Parties and other Circumstances will then admit of.

In the meantime the Money to be laid out in Navy or Exchequer Bills, &c.

III. And be it further enacted, That so much of the Monies to arise from such Sale or Sales as aforesaid as are by this Act directed to be invested in the Purchase of Lands, Tenements, and Hereditaments, shall, after the same shall have been paid into the Bank of *England*, in pursuance of the said recited Act of the Second and Third Years of the Reign of Her said present Majesty, and in the meantime and until so invested in the Purchase of Lands, Tenements, and Hereditaments, or otherwise applied in the Payment of Costs, Charges, and Expences as aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided always, that it shall be lawful for the said Court of Chancery to make such General Order or Orders, a Special Order or Orders, if necessary, so 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 course of Payment as shall be effectual for enabling such Receipts in Exchange, and that in that Event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off; all which said Navy, Victualling, or Exchequer Bills respectively, whether purchased or received in Exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found, and approved as herein-before directed, and until the same shall, upon Petition to be presented to the Court of Chancery in a summary Way by the Person or Persons upon whose Petition such Purchase or Purchases is or are to be made in pursuance of this Act, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the said Court, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Lands, Tenements, and Hereditaments hereby directed to be purchased, in case the same had been purchased in pursuance of this Act, or to the Representative or Representatives of such Person or Persons respectively, as Part of the Personal Estate of such Person or Persons.

IV. And be it further enacted, That every Purchase to be made in pursuance of this Act shall be made under the Authority and by and under the Direction of the said Court of Chancery, under or by virtue of some Order or Orders of the said Court, to be made upon Petition to be presented in a summary Way, or upon Motion, and not otherwise, any thing herein contained to the contrary thereof in anywise notwithstanding.

Purchases to be made under Direction of Court of Chancery.

V. And be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, upon Petition to be presented to the said Court in a summary Way, from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment of all Costs, Charges, and Expences which have been or shall be incurred preparatory to and in applying for and obtaining and passing this Act, and in making the several Applications to the said Court in pursuance of this Act, and in investing the Monies by this Act directed to be laid out in the Purchase of Lands, Tenements, and Hereditaments, in the Purchase of such Lands, Tenements, and Hereditaments, or in otherwise applying the same according to this Act, and also to make such Order or Orders as the said Court shall think fit for the Payment of such Charges and Expences out of the said Monies, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as herein-before is mentioned.

Power for Court of Chancery to make Order as to Costs.

VI. And be it further enacted, That all the Lands, Tenements, and Hereditaments which, in pursuance of the herein-before recited Act of the Second and Third Years of the Reign of Her said present Majesty, are to be purchased with the Monies to arise from the Sale of any Part or Parts of the said Estates in the County of *Kent*, shall be situate, lying, and being in the County of *Kent*, and be subject to the Custom of Gavelkind, any thing in the said Act contained to the contrary thereof notwithstanding.

Lands purchased under 2 & 3 Vict. c. 35. to be in Kent, and subject to Gavelkind.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their, and each and every of their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *James Marshall, William Marshall, Charles Marshall, Mary Amelia Marshall, Charles Thomas Albot, George Albot, Thomas Marshall the Infant, Mary Aloysia Bennett, Elizabeth Bennett, Josephine Bennett, Frances Amelia Bennett, Louisa Bennett, and Mary Bourton*, and the Child or Children now born and hereafter to be born of the said *Mary Bourton*, and the Issue of the respective Bodies of the said *James Marshall, William Marshall, Charles Marshall, Mary Amelia Marshall, Charles Thomas Albot, George Albot, Thomas Marshall the Infant, Mary Aloysia Bennett, Elizabeth Bennett, Josephine Bennett, Frances Amelia Bennett, and Louisa Bennett*, and of the Child or Children now born and hereafter to be born of the said *Mary Bourton*, and also the Heirs and Assigns of all the said Parties respectively, or any of them, and all and every other Persons and Person having or claiming,

General Saving.

[Private.]

or who may have or claim, any Estate, Right, Title, Trust, or Interest in, to, or out of the said undivided One Eighth Part or Share of the said *George Marshall* under the said Will of the said *William Marshall* the Testator, of and in the Messuages, Lands, and Hereditaments mentioned and described in the Schedule to this Act, under or by virtue of the said Will of the said *William Marshall* the Testator,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, in, to, out of, or upon the said undivided One Eighth Part or Share, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed.

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

VIII. 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 SCHEDULE referred to in this Act.

| | A. | R. | P. |
|--|-----|----|----|
| <p>All that the Messuage, Tenement, and Farm called or known by the Name of North Court, with the Barns, Buildings, Courts, Yards, Closes, Gardens, Orchards, and Pieces or Parcels of Land, Arable, Meadow, Pasture, and Wood, therewith letten occupied, or enjoyed, containing together by Estimation Three hundred and thirty-two Acres Two Roods and Three Perches, be thereof more or less, situate, lying, and being in Eastling, Ospringe, Throwley, and Newnham, some or One of them, in the said County of Kent, heretofore in the Tenure or Occupation of Benjamin Murton, and now or late of Charles Leese, his Under-tenants or Assigns - -</p> | 332 | 2 | 3 |
| <p>And all those Pieces or Parcels of Woodland called Deven Wood, Court Wood, Broamham Wood, Grove Wood, Heathfield otherwise Hatchfield, Shaw Park, Wood Park, Shaw otherwise Well Wood, Further Park Wood, Cosswood, Small Dean otherwise Small Dane Wood, Minsondane Wood, with the Robins Shaw, Mullams Wood, and Highfield Shaw, or howsoever otherwise the said Woodlands, or any of them, are called, known, or distinguished, containing in the whole by Estimation One hundred and fifty-one Acres Three Roods Twenty-three Perches, be thereof more or less, situate, lying, and being in Ospringe, Eastling, Throwley, and Newnham aforesaid, or some or One of them, heretofore in the Tenure or Possession of William Jemmett and the said William Marshall, or One of them, their Under-tenants or Assigns -</p> | 151 | 3 | 23 |
| <p>And all that the said Messuage or Tenement, with the Buildings, Closes, Gardens, and Orchards, and several Pieces or Parcels of Land, Meadow, Pasture, Fresh Marsh Land, and Salts, thereto belonging or demised therewith, called or known by the Name of Kemsley, containing by Estimation Two hundred and ninety-nine Acres Two Roods Eleven Perches, more or less, situate, lying, and being in the Parish of Milton-next-Sittingbourne in the County of Kent, heretofore in the Tenure, Possession, or Occupation of Edward Marshall, and now or late in the Tenure or Occupation of Charles Lake and Charles Leese, or One of them, their or One of their Under-tenants or Assigns - - - - -</p> | 299 | 2 | 11 |
| <p>And all that the said Messuage or Tenement and Manor House called Shelving, with the Buildings, Closes, Gardens, Orchards, and Lands, Arable, Meadow, and Pasture, thereto belonging or used therewith, containing by Estimation Twenty-eight Acres Nine Perches, more or less, situate, lying, and being in the Parish of Woodnesborough otherwise Winsborough and Estry aforesaid, or One of them, in the said County of Kent, heretofore in the Tenure or Occupation of John Solly, and now or late in the Tenure or Occupation of William Solly Bax, his Under-tenants or Assigns - -</p> | 28 | 0 | 9 |

