ANNO TRICESIMO QUARTO

Georgii III. Regis.

CAP. LXVI.

An Act to enable the Lords Commissioners of His Majesty's Treasury to ascertain what Sum shall be paid into His Majesty's Exchequer, in full Satisfaction of the Debt due on the Mortgage made by the late *John Gardner Kemeys* Esquire, in Trust for the late Right Honourable *Richard Rigby*, in case it shall appear to the said Lords Commissioners that it will be necessary to resort to the Mortgaged Premises, in order to recover the Balance due from the said *Richard Rigby* to His Majesty.

[23d *May* 1794.]

Preamble; recites Settlement on the Marriage of *John Gardner Kemeys*, Esq.

WHEREAS by Indentures of Lease and Release, dated the Thirteenth and Fourteenth Days of *April* One thousand seven hundred and fifty-six, the Release made between *John Gardner Kemeys* Esquire (since deceased) and *Jane* his Wife, of the First Part; the Right Honourable *John* Lord *Carysfort* and *Lilly Smith Anyscombe*, of the Second Part; and *Paul Fielde* and *Francis Duroure*, of the Third Part: After reciting the Marriage of the said *John Gardner Kemeys* with the

the ſaid *Jane* his Wife, before either had attained Twenty-one, without any Settlement having been made of their reſpective Eſtates and Fortunes; and that the ſaid *John Gardner Kemeys* was then ſeiſed in Fee of conſiderable Eſtates in the Iſland of *Jamaica*; and that the ſaid *Jane Gardner Kemeys* was alſo ſeiſed in Fee of a Real Eſtate in the County of *Monmouth*, ſubject to a Term of One thouſand Years, for raiſing and paying Three thouſand Pounds to her Three Siſters, *Anne Kemeys*, *Mary Kemeys*, and *Suſanna Audrey Kemeys*; and alſo ſubject to the Payment of Three hundred Pounds due on Mortgage: The undivided Moiety or Half Part of him the ſaid *John Gardner Kemeys*, of and in certain Lands or Plantations, called *Plantain Garden River Plantation* in the Iſland of *Jamaica*, then, One Year with another, of the Yearly Value of One thouſand two hundred Pounds Sterling and upwards, with the Negroes and other Appurtenances thereunto belonging, was, in purſuance of an Order of the Court of Chancery, ſettled and aſſured to the Uſe of the ſaid *John Gardner Kemeys* for Life, Remainder to Truſtees to preſerve Contingent Remainders; Remainder to the Intent that the ſaid *Jane Gardner Kemeys* and her Aſſigns ſhould, during her Life, receive a clear Annuity of Five hundred Pounds Sterling; Remainder to the Uſe of Truſtees for Five hundred Years upon Truſt, to raiſe, in the Event that has happened, Four thouſand Pounds for the Portions of the Daughters of the ſaid Marriage; Remainder to the Firſt and other Sons of the ſame Marriage ſucceſſively in Tail Male; Remainder to the ſaid *John Gardner Kemeys* in Fee: And ſeveral Freehold Manors, Meſſuages, Farms, Lands, and Hereditaments, in the County of *Monmouth*, deviſed to the ſaid *Jane Kemeys* by her Father's Will, were ſettled and aſſured (ſubject to the Incumbrances thereon) to the Uſe of the ſaid *John Gardner Keymes* for Life, without Impeachment of Waſte; Remainder to Truſtees to preſerve Contingent Remainders; Remainder to Truſtees for One thouſand Years for better ſecuring the Payment of the ſaid Annuity and Portions; Remainder to the Uſe of the Firſt and other Sons of the ſaid Marriage, ſucceſſively in Tail Male; Remainder to the ſaid *John Gardner Keymes* in Fee: And whereas by an Act of Parliament, made and paſſed, in the Twelfth Year of the Reign of His preſent Majeſty, intituled, *An Act for veſting the ſettled and unſettled Eſtates of* John Gardner Kemeys *Eſquire, in Truſtees, in Truſt by Sale or Mortgage, to raiſe Money to pay off Portions and Debts, and redeem Annuities charged upon and affecting the ſame, and for reſettling the Remainder thereof and Lands to be purchaſed as in the Act is directed, to the Uſes to which the ſaid ſettled Eſtates do now ſtand ſettled and limited*, reciting as herein-before is recited; and alſo reciting, that the ſaid *John Gardner Keymes* had Iſſue by the ſaid *Jane* his Wife Three Children, then and now living; that is to ſay, *John Keymes Gardner Keymes*, their only Son, an Infant then of the Age of Fourteen Years or thereabouts, and *Jane Gardner Keymes* and *Suſanna Margaret Gardner Keymes*, their Two Daughters, who were both Infants: And alſo reciting, That the ſaid *John Gardner Keymes* was ſeiſed in Fee of an Eſtate in *Monmouthſhire*, adjoining to and intermixed with the ſettled Eſtate, then of the Yearly Value of Five hundred and ſixty-ſix Pounds, in which had been diſcovered ſome Ore that was likely to prove very beneficial: And further, That the ſaid *John Gardner Keymes*, ſince the Execution of the ſaid Settlement, was become ſeiſed of a convenient Tract of Land contiguous to the ſaid Plantation, and that he had expended conſiderable Sums in laſting Improvements for the Uſe of and in extending the Plan-

and Act 12 *Geo.* III.

ration, by cultivating a large Tract of Waſte Lands, which before was of little or no Value, and in purchaſing an additional Number of Negroes proper for the Improvement thereof, by Means whereof the Annual Income of the Plantation had been increaſed from Twelve hundred Pounds a Year to the Annual Income of Two thouſand five hundred Pounds, and the Annual Income was likely, in the Courſe of a few Years, to be much further increaſed: And further reciting, That the ſaid *John Gardner Kemeys* had alſo expended very conſiderable Sums upon the *Monmouth* ſettled Eſtate, in repairing and enlarging the Manſion Houſe, in rebuilding and repairing Farm Houſes, and by incloſing and cultivating great Part of the barren and unprofitable Lands, by planting a very conſiderable Quantity of Oak and other Trees, which were in a very thriving Condition, and in other laſting and permanent Improvements, by Means whereof the Annual Income of that Eſtate was increaſed in Value to Nine hundred and eighty-one Pounds *per Annum* and upwards, and by the Annual Growth and Increaſe of the Trees ſo planted, the Inheritance of the ſaid Premiſes would in a few Years be conſiderably improved; and further reciting, That there was then growing upon the ſettled *Monmouth* Eſtate a conſiderable Quantity of Timber and other Trees in a very thriving Condition, which, upon a fair Value, were worth then to be ſold Six thouſand Pounds and upwards: And alſo reciting, That to enable the ſaid *John Gardner Kemeys* to make the ſeveral Purchaſes and Improvements aforeſaid, and thereby to increaſe as well the Yearly Income as the Value of the Inheritance of the ſettled Eſtates, for the Benefit of the Iſſue Male claiming under the Settlement to the Amount before mentioned, and without which no ſuch Advantage could accrue to them, the ſaid *John Gardner Kemeys* had been neceſſarily obliged not only to contract Debts to the Amount of Thirty-one thouſand nine hundred and ſeventy-ſix Pounds or upwards, but to grant ſeveral Annuities out of the ſettled Eſtates during his Life to the Yearly Amount of One thouſand three hundred Pounds, which were redeemable, and which (with the Incumbrances on the ſettled Eſtates prior to the Settlement) made together Forty-four thouſand and twenty-ſix Pounds, or thereabouts: And alſo reciting, That the ſaid *John Gardner Kemeys*, having been threatened with Suits at Law and in Equity by his Creditors, he was adviſed, and apprehended it would be for the Benefit and Advantage of himſelf and Family and all Perſons claiming under the Limitations of the Settlement, and be a Means of preſerving a great Part of the ſettled and unſettled Eſtates, if he were enabled by Sale or Mortgage to raiſe Money ſufficient to pay off the Portions, Debts, and Sums of Money ſo owing, and to redeem the Annuities ſo granted by him, as he would thereby afterwards have a clear Eſtate of Inheritance left for the Benefit of himſelf and Family of the Yearly Value of Two thouſand five hundred Pounds and upwards, excluſive of what might thereafter ariſe from Ore that had been diſcovered on his unſettled Eſtate, which he was deſirous of preſerving, as it might eventually prove very valuable and advantageous to himſelf and Family; and further reciting, That in order to make Compenſation to the Iſſue Male inheritable under the Limitations of the Settlement, for the Prejudice, if any, that might accrue to him or them by ſuch Sale or Mortgage to be made as aforeſaid, the ſaid *John Gardner Kemeys* had propoſed and conſented, that ſo much of the Plantation and other ſettled Eſtates as ſhould not be ſold, and the Equity of Redemption of ſo much as ſhould be mortgaged, ſhould be abſolutely diſcharged from any future Debt he might contract; and that ſo much of the Plantation Lands and

Negroes as had been purchaſed by him ſince the Settlement, together with the Watercourſe or Canal, Mills, Erections, Buildings, and Improvements, which, on a fair Calculation, and according to the Annual Improvement of the ſaid Eſtate, might be eſtimated at Eighteen thouſand Pounds at leaſt, together with the Eſtate in *Monmouthſhire*, whereof he was ſeiſed in Fee, (except the Mines and Minerals within the ſaid Eſtate), and which was then of the Yearly Value of Five hundred and ſixty-ſix Pounds, and, in its then Situation, was worth to be ſold Fifteen thouſand Pounds at leaſt, ſhould (ſubject to the raiſing the Forty-four thouſand and twenty-ſix Pounds, or thereabouts) be veſted in Truſtees, and ſettled to the ſame Uſes as the Eſtates compriſed in the Settlement did then ſtand limited and ſettled; and as a further Compenſation as aforeſaid, he was willing and deſirous not only to relinquiſh, for the Benefit of his Iſſue Male, the Claim he had upon the ſettled Eſtates in *Monmouthſhire*, in reſpect of the great Sums expended by him in laſting Improvements, and which might be eſtimated at Eight thouſand Pounds at the leaſt, and alſo to waive and diveſt himſelf of his Power of cutting down Timber and committing Waſte on the ſaid ſettled Eſtate, which was computed to amount to and be worth Five thouſand Pounds at leaſt; and alſo was willing, that One-third Part of the clear Profits which might ariſe from the Mines and Minerals which then were or might be diſcovered in the ſaid unſettled Eſtate, ſhould be veſted in Truſtees as an accumulating and auxiliary Fund towards paying off and diſcharging the Money then to be raiſed, ſo far as the ſame ſhould extend, it was enacted, that all the aforeſaid ſettled and unſettled *Engliſh* and *Jamaica* Eſtates, being Part Freehold, Part Copyhold, and Part Chattelhold, ſhould, from the Twenty-fourth Day of *June* One thouſand ſeven hundred and ſeventy-two, be veſted in and ſettled upon *James Clitherow* Eſquire, and in *Paul Fielde* and *Joſeph Banks* Eſquires, (both ſince deceaſed), and their Heirs and Aſſigns for ever, diſcharged from the Uſes and Truſts created by the before-recited Settlement of the Fourteenth Day of *April* One thouſand ſeven hundred and fifty-ſix, upon Truſt for raiſing by Sale or Mortgage of the ſaid Eſtates, ſuch Sums as ſhould be neceſſary for paying the Coſts of the Act and the Truſts thereby created, and the Portions, Debts, Sums of Money, and Incumbrances, and redeeming the Annuities ſpecified in a Schedule, and all Intereſt of the ſaid Debts and Incumbrances, and Arrears of the ſaid Annuities, which ſhould be due at the Time of the Payment thereof; the Amount of all which Debts and Incumbrances, and of Arrears of Intereſt and Annuities, and of the Monies required to redeem the ſaid Annuities, are calculated in ſuch Schedule to amount to the Sum of Forty-four thouſand and twenty-ſix Pounds, and Proviſion is made by the ſaid Act for effectuating the other Purpoſes mentioned in the Recitals thereof: And whereas, by Indentures of Leaſe and Releaſe, dated the Twenty-ſixth and Twenty-ſeventh Days of *June* One thouſand ſeven hundred and ſeventy-two, the Releaſe made between the aforeſaid *James Clitherow*, *Paul Fielde*, and *Joſeph Banks*, of the Firſt Part; the ſaid *John Gardner Kemeys* of the Second Part; and *Robert Mackreth* Eſquire, of the Third Part; and by ſeveral Deeds Poll under the Hands and Seals of the ſaid *James Clitherow*, *Paul Fielde*, and *Joſeph Banks*, and *John Gardner Kemeys*, indorſed on the ſaid laſt-mentioned Indenture of Releaſe, all the aforeſaid ſettled and unſettled *Engliſh* and *Jamaica* Eſtates were, in Conſideration of ſeveral Sums, amounting to Forty-eight thouſand Pounds, by the ſaid Truſtees of the

26th and 27th *June* 1772, Mortgage to *Robert Mackreth* Eſq. for 48,000 *l.* in Truſt for Mr. *Rigby*.

ſaid Act, conveyed and covenanted to be ſurrendered to the ſaid *Robert Mackreth*, as Truſtee for the Right Honourable *Richard Rigby*, deceaſed, and to the Heirs and Aſſigns of the ſaid *Robert Mackreth*, by way of Mortgage, for ſecuring the Sum of Forty-eight thouſand Pounds and Intereſt: And whereas the ſaid *James Clitherow*, *Paul Fielde*, and *Joſeph Banks*, applied the ſaid Forty-eight thouſand Pounds ſo raiſed by Mortgage as aforeſaid, in ſatisfying the Debts and Incumbrances, and redeeming the Annuities provided for by the before-recited Act of Parliament, and the Intereſt and Arrears thereof: And whereas by a Decree of the Court of Chancery in *England*, made the Sixteenth Day of *June* One thouſand ſeven hundred and eighty-ſeven, in a Cauſe inſtituted by the ſaid *Robert Mackreth* and *Richard Rigby*, againſt the ſaid Truſtees of the ſaid Act, and the ſaid *John Gardner Kemeys* and others, for a Sale or Foreclоſure of the ſaid mortgaged Eſtates, it was decreed that the ſaid Truſtees were only authorized to raiſe Forty-one thouſand three hundred and eighty-ſix Pounds Thirteen Shillings and Sixpence, under the Powers given by the ſaid recited Act, and that the ſaid Truſtees ſhould pay the Deficiency to the ſaid *Richard Rigby*: And whereas the ſaid Truſtees did, in purſuance of the ſaid Decree, pay to the ſaid *Richard Rigby* the ſaid Deficiency: And whereas the ſaid *Richard Rigby* died in the Year One thouſand ſeven hundred and eighty-eight, having by his Will appointed *Daniel M'Namara* Eſquire, with Two other Perſons, his Executors, but the ſaid *Daniel M'Namara* alone proved the ſaid Will: And whereas there now remains due on the before-recited Securities, for Principal and Intereſt of the aforeſaid Mortgage, the Sum of Fifty-three thouſand Pounds Sterling or thereabouts, excluſive of Coſts in Law and Equity in *England* and *Jamaica*: And whereas the ſaid *John Gardner Kemeys* died in the Month of *July* One thouſand ſeven hundred and ninety-three, leaving the ſaid *Jane Gardner Kemeys*, his Widow, and the ſaid *John Kemeys Gardner Kemeys*, his only Son, and the ſaid *Jane Gardner Kemeys*, (now the Wife of *Providence Hanſard*), and *Suſannah Margaret Gardner Kemeys*, his only Daughters, him ſurviving: And whereas the ſaid *John Kemeys Gardner Kemeys*, inſtead of coming into Poſſeſſion (as he had a Right to expect on the Death of his ſaid Father) of the aforeſaid Eſtates, comprized in the before-recited Settlement, is entirely ſtripped of all Proviſion made for him by the ſaid Settlement, and indeed of all Means of Subſiſtence, inaſmuch as he has no other Fortune; and upon a Survey and Valuation of the *Engliſh* Eſtates, and an Eſtimate of the Value of the *Jamaica* Eſtates, the Whole of the ſame Eſtates appear to be of the Value of Forty thouſand Pounds Sterling; and the ſaid *Jane Gardner Kemeys*, and the ſaid *Jane Gardner Hanſard*, and *Suſannah Margaret Gardner Kemeys*, are alſo by the Conſequences of the aforeſaid Act totally deprived of the Jointure and Portions intended for them by the ſaid recited Settlement: And whereas it appears by the Evidence given before the Committee of the Houſe of Lords, on the Bill previous to the paſſing of the before-recited Act, that the aforeſaid ſeveral Allegations ſtated therein, were proved or attempted to be proved by ſeveral Perſons who were then examined upon Oath, but it has been ſince diſcovered that the greateſt Impoſition was then practiſed on Parliament by the falſe Evidence of ſuch Witneſſes, and that inſtead of the unſettled Eſtate in *Monmouthſhire* being as ſtated in the Act of the Annual Value of Five hundred and ſixty-ſix Pounds, and the ſettled Part of the *Monmouth* Eſtate being then of the Yearly Value of Nine hundred and

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and eighty-one Pounds, making together a Rental of One thouſand five hundred and forty-ſeven Pounds, and inſtead of Ore being found in the unſettled Part of the Eſtate likely to prove beneficial, and inſtead of the Timber on the ſettled Eſtate being at the Time of paſſing the Act, as therein ſtated, worth to be ſold Six thouſand Pounds and upwards; the Fact is, that the whole ſettled and unſettled Eſtate in *Monmouthſhire* has never been let at a Groſs Rent of more than Seven hundred and fifty Pounds *per Annum*, and that no Ore whatever has been, or is likely to be diſcovered therein; and the ſaid *John Gardner Kemeys* but a few Years before the paſſing of the Act, purchaſed the unſettled Eſtate in *Monmouthſhire* for Three thouſand five hundred and forty-three Pounds only, although the Rental thereof was ſtated in the Act at Five hundred and ſixty-ſix Pounds *per Annum*, and the Value of the Timber as ſtated in the Act was equally fallacious, for the Timber on both the ſettled and unſettled *Monmouthſhire* Eſtates has been lately valued by a ſkilful Surveyor at Four thouſand five hundred Pounds, or thereabouts; and no Timber has been felled ſince the paſſing of the Act, except for the neceſſary Repairs; and further, the Whole of the *Jamaica* Eſtate, inſtead of producing an Income, as ſtated in the Act, of Two thouſand five hundred Pounds *per Annum*, has not for the laſt Seven Years yielded, One Year with another, more than One thouſand one hundred Pounds a Year, nor the *Engliſh* Eſtate more than Five hundred and fifty Pounds a Year nett upon an Average, making in all One thouſand ſix hundred and fifty Pounds *per Annum*, a Sum greatly inſufficient to pay the Intereſt of the aforeſaid Mortgage: And whereas the aforeſaid *Richard Rigby*, the Mortgagee of the aforeſaid Eſtates, died indebted to the Crown in a very large Sum of Money, of which there is now One hundred and forty thouſand Pounds and upwards due: And whereas inaſmuch as the grievous Misfortune of the ſaid *John Kemeys Gardner Kemeys*, and of his Mother and Siſters, has been occaſioned by the extraordinary Interpoſition of the Legiſlature in ſetting aſide the Settlement which would have inſured Competence and Affluence to him the ſaid *John Kemeys Gardner Kemeys*, and which Interpoſition was founded on a groſs Miſrepreſentation of Facts, and made at a Time when his tender Years rendered it impoſſible for him to take any Steps to prevent his Eſtate from being injuriouſly taken from him; and as it now happens, from the Circumſtances of the Money due to the Crown from the Eſtate of the ſaid *Richard Rigby* not having yet been paid, that the ſaid *John Kemeys Gardner Kemeys* and his Family might be relieved from the cruel Injuſtice they have ſuffered, without interfering with the private Intereſt of Indiviuals, or the Application of Money already appropriated to the Publick Service, if it ſhall be thought the Hardſhip of their Caſe entitles them to hope for Relief: And whereas it hath been propoſed, that the Crown ſhall, as between itſelf and the ſaid Repreſentatives and private Creditors of the ſaid *Richard Rigby*, be conſidered as entitled to the whole Benefit of the aforeſaid Mortgage; and the mortgaged Eſtates being as aforeſaid eſtimated to be of the Value of Forty thouſand Pounds, it hath been further propoſed, that the Eſtate of the ſaid *Richard Rigby* ſhall be diſcharged from the Sum of Forty thouſand Pounds, Part of the aforeſaid Debt due therefrom to the Crown, which Propoſal being apprehended to be highly beneficial to the Repreſentatives and private Creditors of the ſaid *Richard Rigby*, the ſame will be agreed to on their Parts: And whereas the ſaid *John Kemeys Gardner Kemeys* is deſirous of having the ſaid mortgaged Eſtates veſted in Truſt

for himſelf and his Family, upon his procuring to be paid into His Majeſty's Exchequer ſuch Sum of Money as under the aggravated Diſtreſs of his Caſe, attended with all its peculiar Circumſtances, Parliament in their Wiſdom and Humanity ſhall think reaſonable; and in order thereto, he the ſaid *John Kemeys Gardner Kemeys* humbly propoſes, that it may be referred to the Lords Commiſſioners of the Treaſury, to inquire into and aſcertain what Sum is reaſonable and proper to be ſo paid into the Exchequer, and that, upon ſuch Payment being made, the real and perſonal Repreſentatives of the ſaid *Richard Rigby* ſhall convey the ſaid mortgaged Eſtates to proper Perſons, diſcharged from all Claims of the perſonal Repreſentatives and private Creditors of the ſaid *Richard Rigby*, and alſo from all Claims of the Crown in reſpect of the ſame Eſtates, and alſo diſcharged from the Truſts of the aforeſaid Settlement and Act of Parliament; but ſubject nevertheleſs, in the Firſt Place, to ſecure the Sum ſo to be paid into the Exchequer to the Lender thereof with Intereſt, and then to ſecure to the Mother and Siſters of him the ſaid *John Kemeys Gardner Kemeys* ſuch proportionable Proviſion as they ſhall be entitled to in reſpect of the ſaid Jointure and Portions originally ſecured to them upon the ſaid ſettled Eſtates, and ſubject thereto in Truſt for him the ſaid *John Kemeys Gardner Kemeys* in Fee Simple; but inaſmuch as the Purpoſes aforeſaid cannot be effected without the Aid and Authority of Parliament; Your Majeſty's moſt dutiful and loyal Subject the ſaid *John Kemeys Gardner Kemeys* doth moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That in caſe it ſhall appear to the Lords Commiſſioners of His Majeſty's Treaſury that it will be neceſſary to reſort to the ſaid mortgaged Premiſes in order to recover the Balance due from the ſaid *Richard Rigby* to His Majeſty, it ſhall and may be lawful to and for the Lords Commiſſioners for executing the Office of Treaſurer of His Majeſty's Exchequer for the Time being, or any Three or more of them, or the Lord High Treaſurer for the Time being, and they and he are and is hereby authorized and required at any Time or Times, after the paſſing of this Act, to inquire and aſcertain what Sum of Money will be reaſonable and proper, under the Circumſtances of the Caſe, to be paid into the Receipt of His Majeſty's Exchequer, in Conſideration of the Crown's releaſing and diſcharging the Eſtate of the ſaid *Richard Rigby* from the Sum of Forty thouſand Pounds, Part of the Debt due to the Crown from the ſaid Eſtate, and alſo in Conſideration of the ſaid mortgaged Eſtates being veſted in proper Perſons for the Purpoſes aforeſaid, diſcharged of all Claims on the Part of the Crown, and thereupon to receive for His Majeſty's Uſe the Sum of Money ſo to be aſcertained; and upon Payment thereof the ſaid Lords Commiſſioners, or any Three or more of them, or the Lord High Treaſurer for the Time being, ſhall deliver unto the Perſon or Perſons making ſuch Payment a Certificate or Certificates of the ſame having been made.

Treaſury may fix the Sum to be paid into the Exchequer, on the Crown's releaſing the Eſtate of Mr. *Rigby* of 40,000*l.* and on the mortgaged Eſtate of Mr. *Kemeys* being veſted in Truſtees for certain Purpoſes.

II. And be it further enacted, That if, upon Payment into the Exchequer of the ſaid Sum ſo to be aſcertained as aforeſaid, the real and perſonal Repreſentatives of the ſaid *Richard Rigby*, and all Perſons intereſted in Truſt for them, ſhall convey the ſaid mortgaged *Engliſh* and *Jamaica* Eſtates, as well Freehold and Copyhold as Chattelhold, to One or more Perſon

On Payment of the Sum ſo fixed mortgaged Eſtates to be conveyed in Truſt for the Purpoſes herein expreſſed.

Perſon or Perſons, to be approved of by the ſaid *John Kemeys Gardner Kemeys*, his Heirs or Aſſigns, and to the Heirs, Executors, Adminiſtrators, and Aſſigns, of ſuch Perſon or Perſons, according to the Nature and Quality of the ſame Premiſes reſpectively, upon the Truſts, and for the Intents and Purpoſes herein-after expreſſed, then, and in ſuch Caſe, and from thenceforth, the Real and Perſonal Eſtate of the ſaid *Richard Rigby*, and his Heirs, Executors, and Adminiſtrators, ſhall be releaſed and diſcharged of and from the Sum of Forty thouſand Pounds, Part of the ſaid Debt due from his Eſtate to the Crown, and then alſo and from thenceforth the ſaid mortgaged Eſtates in *England* and *Jamaica* ſhall be and remain veſted in the Perſon or Perſons to whom the ſame ſhall be conveyed as aforeſaid, freed and diſcharged of and from all Claims and Demands of the real and perſonal Repreſentatives and Creditors of the ſaid *Richard Rigby*, on Account of the ſaid Mortgage or the Coſts of the aforeſaid Suits in Law and Equity, or otherwiſe reſpecting the ſame; and alſo of and from all Claims and Demands of His Majeſty, His Heirs and Succeſſors, for or on Account of the Debt due to the Crown from the Eſtate of the ſaid *Richard Rigby*; and alſo of and from all and ſingular the Uſes and Truſts limited or declared by the aforeſaid recited Indenture of Settlement, of the Fourteenth Day of *April* One thouſand ſeven hundred and fifty-ſix, and Act of Parliament, or either of them; but nevertheleſs to the Intent and Purpoſe to ſecure the Repayment of the Sum of Money ſo to be paid into the Exchequer as aforeſaid to the Perſon or Perſons advancing and paying the ſame, with Intereſt, and ſubject thereto, in Truſt for ſecuring ſuch proportionable Proviſion for the ſaid *Jane Gardner Kemeys*, *Jane Gardner Hanſard*, and *Suſannah Margaret Gardner Kemeys*, as they ſhall be entitled to in reſpect of their aforeſaid Jointure and Portions, originally ſecured upon the aforeſaid ſettled Eſtates, and ſubject as aforeſaid in Truſt for the ſaid *John Kemeys Gardner Kemeys*, and his Heirs, Executors, Adminiſtrators, and Aſſigns, abſolutely and for ever, according to the Nature and Quality of the ſame Eſtates and Premiſes reſpectively.

Not to prevent the Tenant in Tail recovering Poſſeſſion of the mortgaged Eſtates.

III. Provided always, and be it further enacted, That nothing herein contained ſhall extend, or ſhall be conſtrued to extend, in any Degree to prevent or hinder the ſaid *John Kemeys Gardner Kemeys*, or his Heirs, from proceeding at Law or in Equity, or in any other Way he or they ſhall be adviſed, to recover the Poſſeſſion of the Eſtates ſo ſettled on the Marriage of his Father and Mother as aforeſaid, and to which he is become entitled as Tenant in Tail as aforeſaid; any Thing herein-before contained to the contrary thereof in anywiſe notwithſtanding.

General Saving.

IV. Saving always to all and every Perſon and Perſons, Bodies Politick and Corporate, and his, her, or their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except His preſent Majeſty, His Heirs and Succeſſors, and the Heirs, Executors, and Adminiſtrators, of and all other Perſons claiming under or in Truſt for the ſaid *Richard Rigby* deceaſed, and the ſaid *John Kemeys Gardner Kemeys*, *Jane Gardner Kemeys*, *Providence Hanſard* and *Jane* his Wife, and *Suſannah Margaret Gardner Kemeys*, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, and all and every other Perſon and Perſons having or claiming any Eſtate, Right, Title, or Intereſt, Property, Claim, or Demand, whatſoever, of, in, to, or out of, all or any Part of the ſaid mortgaged

Eſtates and Premiſes, under or by virtue of the aforeſaid recited Indentures and Act of Parliament, or any of them), all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of, in, to, or out of, the ſame mortgaged Eſtates and Premiſes, as they, every, or any of them, had before the paſſing of this Act, or could or might have had, held, or enjoyed, in caſe this Act had not been made.

FINIS.