ANNO TRICESIMO QUARTO

Georgii III. Regis.

CAP. LXVII.

An Act for veſting in *John Wilkinſon* Eſquire, in Truſt for the Aſſignees of *Joſeph Freeman* and *Thomas Grace*, a Meſſuage and other Hereditaments, in *Saint James's Square*, purchaſed by the ſaid *Joſeph Freeman* of *Matthias De Gandaſequi*, an Alien; and for diſcharging the ſame from the Right of the Crown, in reſpect of the Alienage.

[23d *May* 1794.]

WHEREAS, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-fifth and Twenty ſixth Days of *October* One thouſand ſeven hundred and eighty-five, and made, or expreſſed to be made, between Sir *Sampſon Gideon* Baronet, now *Sampſon* Lord *Eardley*, of the One Part, and *John Wilmot* Eſquire, of the other Part, in Conſideration of Three thouſand five hundred Pounds paid by the ſaid *John Wilmot* to the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, he the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, did grant, releaſe, and confirm, unto the ſaid *John Wilmot* and his Heirs, all that capital Meſſuage, Tenement, or Manſion Houſe, and the Ground and Soil whereon the ſame ſtood, with the ſeveral Offices, Edifices, Buildings, Yard, or Garden thereto belonging or appertaining, ſituate, ſtanding,

Preamble. Indentures, 25 and 26 *October* 1785; between Sir *Sampſon Gideon* and *John Wilmot*.

ſtanding, and being upon, or conſiſting of Part of a Field or Cloſe commonly called *The Pall Mall Field*, otherwiſe *Saint James's Field*, then late in the Pariſh of *Saint Martin in the Fields*, in the County of *Middleſex*, and then in the Pariſh of *Saint James*, in the Liberty of *Weſtminſter* aforeſaid, in or near the Great Square there, called *Saint James's Square*, and fronting the ſaid Square towards the South, and abutting North upon a Piece of Ground and Chaiſe Houſe, then of the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, which Piece of Ground adjoined to a Street or Paſſage there, called *Angier Street*, lying between the ſaid Meſſuage and the Stables belonging to the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, Eaſt upon the Ground or Building theretofore in the Poſſeſſion of Lord *Radnor*, and then late of *James Scawen* Eſquire, and Weſt upon a certain Street or Place called *York Street*, and which ſaid capital Meſſuage or Tenement, or Manſion Houſe, and the Ground whereon the ſame, with the Appurtenances, did ſtand or was erected, together with the Yard or Garden thereto belonging, contained in Front, from Eaſt to Weſt, Fifty-three Feet and Seven Inches of Aſſize, or thereabouts, and in Depth, from North to South, One hundred and ninety-one Feet and Four Inches of Aſſize, or thereabouts, to hold the ſame unto and to the Uſe of the ſaid *John Wilmot*, his Heirs and Aſſigns, and ſubject to a Proviſo or Condition, Covenant and Agreement, in the ſaid Indenture of Releaſe now in Recital contained, for Redemption of the Premiſes by the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, his Heirs, Executors, Adminiſtrators, or Aſſigns, on Payment to the ſaid *John Wilmot*, his Executors, Adminiſtrators, or Aſſigns, of the ſaid Sum of Three thouſand five hundred Pounds, with Intereſt for the ſame, after the Rate, on or at the Day or Time, and in the Manner in the ſaid Indenture of Releaſe mentioned for the Payment thereof reſpectively: And whereas, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-ſeventh and Twenty-eighth Days of *October* One thouſand ſeven hundred and eighty-five, and made, or expreſſed to be made, between the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, of the One Part, and *Daniel Robinſon* Gentleman, and *Thomas Dunn* Gentleman, of the other Part, reciting, among other Things, that the ſaid *Daniel Robinſon* had contracted and agreed with the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, for the abſolute Purchaſe of the ſaid Meſſuage or Tenement and Premiſes for the Sum of Five thouſand one hundred Pounds, out of which it was agreed that the ſaid Sum of Three thouſand five hundred Pounds, ſo due to the ſaid *John Wilmot*, ſhould be deducted, and that the Sum of One thouſand ſix hundred Pounds, Reſidue thereof, ſhould be paid to the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, it is witneſſed, that in Conſideration of One thouſand ſix hundred Pounds by the ſaid *Daniel Robinſon* paid to the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, and the other Conſiderations therein mentioned, he the ſaid Sir *Sampſon Gideon*, now *Sampſon* Lord *Eardley*, did grant, bargain, ſell, alien, releaſe, and confirm, unto the ſaid *Daniel Robinſon* and *Thomas Dunn*, their Heirs and Aſſigns, the ſaid Meſſuage and other Hereditaments, by the ſaid Indentures of the Twenty-fifth and Twenty-ſixth Days of *October* One thouſand ſeven hundred and eighty-five conveyed to the Uſe of the ſaid *John Wilmot*, his Heirs and Aſſigns, to hold the ſame unto and to the Uſe of the ſaid *Daniel Robinſon* and *Thomas Dunn*, and the Heirs of the ſaid *Thomas Dunn*, but as to the Eſtate of the ſaid

Indentures of 27 and 28 *October* 1785, between Sir *Sampſon Gideon* and Meſſrs. *Robinſon* and *Dunn*.

Thomas Dunn, his Heirs and Aſſigns, in Truſt for the ſaid *Daniel Robinſon*, his Heirs and Aſſigns, for ever, ſubject to the ſaid Mortgage to the ſaid *John Wilmot* for the ſaid Sum of Three thouſand five hundred Pounds, and the Intereſt thereof: And whereas, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-ſecond and Twenty-third Days of *November* One thouſand ſeven hundred and eighty-five, and made, or expreſſed to be made, between the ſaid *Daniel Robinſon* and *Thomas Dunn* of the One Part, and *Joſeph Freeman* Merchant, and *Thomas Grace* Merchant, of the other Part, in Conſideration of One thouſand ſix hundred Pounds to the ſaid *Daniel Robinſon* paid by the ſaid *Joſeph Freeman*, and of Five Shillings paid by the ſaid *Thomas Grace* to the ſaid *Thomas Dunn*, the ſaid *Daniel Robinſon*, and at his Requeſt the ſaid *Thomas Dunn*, did grant, bargain, ſell, alien, releaſe, and confirm, unto the ſaid *Joſeph Freeman* and *Thomas Grace*, and to their Heirs, the capital Meſſuage, Tenement, or Manſion Houſe, and the Ground and Soil whereon the ſame ſtood, and other the Premiſes by the ſaid Indentures of the Twenty-ſeventh and Twenty-eighth Days of *October* One thouſand ſeven hundred and eighty-five conveyed to and to the Uſe of the ſaid *Daniel Robinſon* and *Thomas Dunn*, their Heirs and Aſſigns, as herein-before is mentioned and recited, with the Appurtenances, to hold the ſame unto the ſaid *Joſeph Freeman* and *Thomas Grace*, their Heirs and Aſſigns, to the Uſe of the ſaid *Joſeph Freeman* and *Thomas Grace*, and the Heirs of the ſaid *Thomas Grace*, in Truſt for the ſaid *Joſeph Freeman*, and his Heirs and Aſſigns, for ever, ſubject to the ſaid Indenture of Mortgage to the ſaid *John Wilmot*, for ſecuring the ſaid Sum of Three thouſand five hundred Pounds and the Intereſt thereof: And whereas, by a Deed Poll, bearing Date on or about the Twenty-third Day of *November* One thouſand ſeven hundred and eighty-five, under the Hands and Seals of the ſaid *Joſeph Freeman* and *Matthias De Gandaſequi*, and the ſaid *Daniel Robinſon*, reciting in Part as or to the Effect herein-before recited, he the ſaid *Joſeph Freeman* did declare, that the Conveyance made to him by the ſaid *Daniel Robinſon*, by the ſaid Indentures of the Twenty-ſecond and Twenty-third Days of *November* One thouſand ſeven hundred and eighty-five, was made to him the ſaid *Joſeph Freeman*, as Truſtee, and at the Inſtance and Requeſt of the ſaid *Matthias De Gandaſequi*, to ſecure all ſuch Sum and Sums of Money as he the ſaid *Joſeph Freeman* had then already advanced, or which he ſhould or might, at any Time thereafter, advance for the Purpoſes therein mentioned, or on any other Account whatſoever, together with lawful Intereſt for the ſame: And whereas, by Indenture of Bargain and Sale inrolled in His Majeſty's High Court of Chancery, bearing Date the Fifteenth Day of *January* One thouſand ſeven hundred and eighty-nine, and made between the ſaid *Matthias De Gandaſequi* of the One Part, and the ſaid *Joſeph Freeman* of the other Part, reciting or taking Notice (among other Things) that a Balance of Thirteen thouſand and ſeventy-ſeven Pounds Sixteen Shillings and Seven-pence was then remaining due and owing from the ſaid *Matthias De Gandaſequi* to the ſaid *Joſeph Freeman*, for Money at different Times lent and advanced to the ſaid *Matthias de Gandaſequi*, or paid and applied by the ſaid *Joſeph Freeman* for him the ſaid *Matthias de Gandaſequi*, as he the ſaid *Matthias De Gandaſequi* did thereby teſtify and declare, and for ſecuring the Repayment whereof the ſaid *Matthias De Gandaſequi* was willing and deſirous to grant, bargain, ſell, and aſſign, all his Right and Title in and to the ſaid Premiſes therein and herein-before mentioned, ſubject as therein-after mentioned; the ſaid

Indentures of 22 and 23 *Nov.* 1785, between Meſſrs. *Robinſon* and *Dunn*, and Meſſrs. *Freeman* and *Grace*.

Deed Poll between *Joſeph Freeman*, *Matthias De Gandaſequi*, and *Daniel Robinſon*, dated 23 *Nov.* 1785.

Indenture of Bargain and Sale enrolled, dated 15 *Jan.* 1789, between *Gandaſequi* and *Freeman*.

ſaid *Matthias De Gandaſequi* therefore, in Conſideration of the ſaid Sum of Thirteen thouſand and ſeventy-ſeven Pounds Sixteen Shillings and Seven-pence ſo due from him to the ſaid *Joſeph Freeman*, did grant, bargain, and ſell, unto the ſaid *Joſeph Freeman* and his Heirs, all and ſingular the ſaid capital Meſſuage or Tenement, or Manſion Houſe, Ground, and other the Premiſes, ſituate in *Saint James's Square* aforeſaid, comprized in the ſaid herein-before recited Indentures, with their Appurtenances, to hold the ſame unto and to the Uſe of the ſaid *Joſeph Freeman*, his Heirs and Aſſigns, for ever, ſubject to the ſaid Indentures of Leaſe and Releaſe of the Twenty-fifth and Twenty-ſixth Days of *October* One thouſand ſeven hundred and eighty-five, and ſubject to a Proviſo or Condition, Covenant and Agreement, in the ſaid Indenture now in recital contained, for Redemption of the Premiſes by the ſaid *Matthias De Gandaſequi*, his Heirs, Executors, and Adminiſtrators, on Payment to the ſaid *Joſeph Freeman*, his Executors, Adminiſtrators, or Aſſigns, of the Sum of Thirteen thouſand and ſeventy-ſeven Pounds Sixteen Shillings and Seven-pence, with Intereſt for the ſame, after the Rate, on or at the Days or Times, and in the Manner, in the ſaid Indenture mentioned for Payment thereof reſpectively: And whereas the ſaid *John Wilmot* did, on the Second Day of *May* One thouſand ſeven hundred and eighty-nine, file his Bill in His Majeſty's High Court of Chancery, againſt the ſaid *Joſeph Freeman* and *Matthias De Gandaſequi*, praying a Foreclоſure of the ſaid Mortgage, and the ſaid *Joſeph Freeman* and *Matthias De Gandaſequi* put in their Anſwers to the ſaid Bill: And whereas a Commiſſion of Bankrupt, bearing Date the Sixth Day of *February* One thouſand ſeven hundred and ninety, was iſſued againſt the ſaid *Joſeph Freeman* and *Thomas Grace*, and under the ſaid Commiſſion they were found and declared Bankrupts, and *John Arkley* of *Bank Side*, in the County of *Surrey*, Dyer, *John Satchell* of *Devonſhire Square*, Manufacturer, and *William Thornton* of *The City Chambers*, in the City of *London*, Merchant, were choſen Aſſignees of their Eſtate and Effects: And whereas, by an Indenture of Bargain and Sale inrolled in His Majeſty's Court of Common Pleas at *Weſtminſter*, bearing Date on or about the Twentieth Day of *February* One thouſand ſeven hundred and ninety, and made, or expreſſed to be made, between *Charles Robinſon*, *John Nares*, and *William Cooke*, Eſquires, the major Part of the Commiſſioners named and authorized in the ſaid Commiſſion of Bankrupt, of the One Part, and the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, of the other Part, the ſaid *Charles Robinſon*, *John Nares*, and *William Cooke*, for the Conſiderations therein mentioned, did order, grant, bargain, and ſell, unto the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, their Heirs and Aſſigns, all the ſaid *Joſeph Freeman*'s Meſſuages, Lands, Tenements, and Hereditaments, in the City and Liberty of *Weſtminſter*, and City of *London*, or elſewhere, to hold the ſame unto the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, their Heirs and Aſſigns, for ever, according to the ſaid *Joſeph Freeman*'s Right and Intereſt therein, ſubject to ſuch Mortgage or Mortgages, or other Charges and Incumbrances, as the ſame were legally charged with or liable to, in Truſt, for the Benefit of the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, and all and every other the Creditors of the ſaid *Joſeph Freeman* and *Thomas Grace*, who had then already come in and ſought Relief, or ſhould thereafter in due Time come in and ſeek Relief, by virtue of the ſaid Commiſſion, or any renewed Commiſſion, againſt the ſaid *Joſeph Freeman*

John Wilmot's Bill of Foreclоſure againſt *Gandaſequi* and *Freeman*, 2 *May* 1789.

Commiſſion of Bankrupt againſt *Freeman* and *Grace*, 6 *Feb.* 1790.

Indenture of Bargain and Sale inrolled, dated 20 *Feb.* 1790, from the Commiſſioners to Meſſrs. *Arkley*, *Satchell*, and *Thornton*.

Freeman and *Thomas Grace*, and duly prove their Debts under the ſame; and the Overplus, if any, after Payment of all ſuch Debts as ſhould be proved under the ſaid Commiſſion, and the Charges of proſecuting the ſame, in Truſt for the ſaid *Joſeph Freeman*, his Heirs and Aſſigns: And whereas the Suit of the ſaid *John Wilmot*, inſtituted as herein-before is mentioned, was afterwards revived againſt the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, as Aſſignees as aforeſaid, and on the Second Day of *December* One thouſand ſeven hundred and ninety, the ſaid Cauſe coming on to be heard before his Honour the Maſter of the Rolls, his Honour did thereupon order and decree, that it ſhould be referred to Maſter *Eames*, One of the Maſters of the ſaid Court, to take an Account of the Principal and Intereſt due to the ſaid *John Wilmot*, on his ſaid Mortgage, and for Coſts; and that upon the Defendants, or any of them, paying to the ſaid Plaintiff, the ſaid *John Wilmot*, what ſhould be reported due to him for Principal, Intereſt, and Coſts, within Six Months after the ſaid Maſter ſhould have made his Report, at ſuch Time and Place as the Maſter ſhould appoint, it was ordered that the ſaid *John Wilmot* ſhould reconvey the ſaid mortgaged Premiſes, free and clear of and from all Incumbrances done or committed by him, or any Perſon or Perſons claiming by, from, or under him; and in Default of the Defendants, or any of them, paying unto the ſaid Plaintiff what ſhould be reported due to him for Principal, Intereſt, and Coſts, by the Time aforeſaid, the Defendants were from thenceforth to ſtand abſolutely debarred and foreclоſed of and from all Right, Title, Intereſt, and Equity of Redemption of, in, and to, the ſaid mortgaged Premiſes; and the ſaid *Matthias de Gandaſequi* not appearing at the Hearing of the ſaid Cauſe, it was ordered, that the ſaid Decree ſhould be binding on him, unleſs he, on being ſerved with a Subpœna to ſhew Cauſe againſt the ſame, ſhould, at the Return thereof, ſhew good Cauſe unto the Court to the contrary: And whereas the ſaid Maſter, by his Report made in the ſaid Cauſe, and bearing Date the Twenty-ſecond Day of *February* One thouſand ſeven hundred and ninety-one, certified to the ſaid Court, that there would be due to the Plaintiff for Principal, Intereſt, and Coſts, on the ſaid Mortgage, on the Twenty-ſecond Day of *Auguſt* then next, the Sum of Four thouſand four hundred and ſeventy-eight Pounds Sixteen Shillings and Five-pence, which he appointed the Defendants to pay on that Day at the Chapel of the Rolls: And whereas, by ſubſequent Orders of the ſaid Court, the Time for Payment of the ſaid Principal, Intereſt, and Coſts, was enlarged, and by a ſubſequent Report, bearing Date the Seventh Day of *May* One thouſand ſeven hundred and ninety-two, the ſaid Maſter certified that there would be due to the ſaid *John Wilmot* for Principal and for Intereſt, and for Coſts, on the Twenty-ſecond Day of the ſaid Month of *May*, the Sum of Four thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Eight-pence: And whereas, by another Order made in the ſaid Cauſe on the Twelfth Day of *June* One thouſand ſeven hundred and ninety-two, it was ordered, that the ſaid Defendants ſhould ſtand abſolutely debarred and foreclоſed of and from all Right, Title, Intereſt, and Equity of Redemption of, in, and to, the ſaid mortgaged Premiſes: And whereas at the Time of the iſſuing of the ſaid Commiſſion of Bankrupt againſt the ſaid *Joſeph Freeman* and *Thomas Grace*, there was due from the ſaid *Matthias De Gandaſequi* to the ſaid *Joſeph Freeman*, for Principal and Intereſt on the ſaid Mortgage of the Fifteenth Day of *January* One thouſand ſeven hundred and eighty-nine, the

Revival of *Wilmot*'s Suit;

and Decree therein.

The Maſter's Report, dated 22 *Feb.* 1791.

Subſequent Orders and Report in the Cauſe.

Another Order in the Cauſe, 12 *June* 1792.

Amount of Debt due from *Gandaſequi* to *Freeman* at the Time of iſſuing the Commiſſion of Bankrupt.

Indentures of Leaſe and Releaſe, 13 and 14 *June* 1792, between *John Wilmot*, Meſſrs. *Arkley*, *Satchell*, and *Thornton*, and *John Wilkinſon*.

the Sum of Thirteen thouſand ſeven hundred and ſeventy Pounds: And whereas, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Thirteenth and Fourteenth Days of *June* One thouſand ſeven hundred and ninety-two, the Releaſe being made, or expreſſed to be made, between the ſaid *John Wilmot*, of the Firſt Part, *John Arkley*, *John Satchell*, and *William Thornton*, of the Second Part, and *John Wilkinſon* of *New Bond Street*, in the Pariſh of *Saint George*, *Hanover Square*, in the County of *Middleſex*, Eſquire, of the Third Part; the ſaid *John Wilmot*, for and in Conſideration of the Sum of Four thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence paid to him by the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, did (at the Requeſt, and by the Direction and Appointment of the ſaid *John Arkley*, *John Satchell*, and *William Thornton*), bargain, ſell, alien, releaſe, and confirm, and the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, did bargain, ſell, alien, releaſe, ratify, and confirm, unto the ſaid *John Wilkinſon*, his Heirs and Aſſigns, all that the ſaid capital Meſſuage or Tenement, Hereditaments, and all and ſingular other the Premiſes comprized in the ſaid herein-before recited Indentures of Leaſe and Releaſe of the Twenty-fifth and Twenty-ſixth Days of *October* One thouſand ſeven hundred and eighty-five, with their Appurtenances, to hold the ſame unto and to the Uſe of the ſaid *John Wilkinſon*, his Heirs and Aſſigns, for ever: And whereas by an Indenture bearing Date on or about the ſame Fourteenth Day of *June* One thouſand ſeven hundred and ninety-two, and made between the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, of the Firſt Part, *Archibald Bryſon* Dyer, and *James Hart* Dyer, of the Second Part, and the ſaid *John Wilkinſon*, of the Third Part, reciting, among other Things, that the Whole of the ſaid Sum of Four thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence, in the ſaid laſt herein-before recited Indenture of Releaſe mentioned to be paid to the ſaid *John Wilmot*, was not the proper Monies of the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, but that the Sum of One thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence, Part thereof, was Monies which had come to their Hands as Aſſignees of the Eſtate and Effects of the ſaid *Joſeph Freeman* and *Thomas Grace*, and the Sum of One thouſand five hundred Pounds, other Part thereof, was advanced and lent by the ſaid *Archibald Bryſon*, the Sum of Five hundred Pounds, other Part thereof, by the ſaid *James Hart*, the Sum of Five hundred Pounds, other Part thereof, by the ſaid *John Arkley*, and the Sum of Five hundred Pounds, the remaining Part of the ſaid Sum of Four thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence, by the ſaid *John Satchell*, and it was thereby agreed and declared, that the ſaid *John Wilkinſon* and his Heirs ſhould ſtand and be poſſeſſed of the ſaid Meſſuage or Tenement, Hereditaments and Premiſes, upon the Truſts therein and herein-after mentioned; (that is to ſay), upon Truſt, by and out of the Rents, Iſſues, and Profits thereof, to pay and diſcharge the Intereſt of the ſeveral Sums ſo advanced as aforeſaid, after the Rate of Five Pounds *per Centum per Annum*, by Two equal Half Yearly Payments, on the Fourteenth Day of *December* and the Fourteenth Day of *June* in every Year, and upon further Truſt, that as ſoon as the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, their Executors, Adminiſtrators, or Aſſigns, ſhould think convenient, or upon Six Months Notice to be given for that Purpoſe by the ſaid *Archi-*

Indenture, 14 *June* 1792, between Meſſrs. *Arkley*, *Satchell*, and *Thornton*, and Meſſrs. *Bryſon* and others.

bald Bryſon, his Executors, Adminiſtrators, or Aſſigns, to ſell and diſpoſe of the ſaid Meſſuage or Tenement, Hereditaments, and Premiſes, either together or in Parcels, by publick Sale or private Contract, unto any Perſon or Perſons, for the beſt Price or Prices that could or might be reaſonably had or gotten for the ſame, and by and out of the Money ariſing thereby to pay unto the ſaid *Archibald Bryſon*, *James Hart*, *John Arkley*, and *John Satchell*, or their reſpective Executors, Adminiſtrators, or Aſſigns, the ſaid Sums of One thouſand five hundred Pounds, Five hundred Pounds, Five hundred Pounds, and Five hundred Pounds, ſo by them reſpectively advanced as aforeſaid, and alſo to pay unto the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, as Aſſignees as aforeſaid, their Executors, Adminiſtrators, or Aſſigns, the ſaid Sum of One thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence ſo advanced by them as Aſſignees as aforeſaid, and all Intereſt which ſhould be then due for the ſame ſeveral Sums reſpectively, and the Reſidue of the Monies to ariſe from ſuch Sale or Sales to pay to the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, as ſuch Aſſignees as aforeſaid: And whereas there is now due to the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, as Aſſignees as aforeſaid, from the ſaid *Matthias De Gandaſequi*, upon the herein-before mentioned Securities, the Sum of Sixteen thouſand Pounds and upwards, beſides the Principal, Intereſt, and Coſts, paid by the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, to the ſaid *John Wilmot*, as herein-before mentioned: And whereas the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, were induced to pay off the ſaid Sum of Four thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence ſo due to the ſaid *John Wilmot*, for Principal, Intereſt, and Coſts as aforeſaid, from a Belief that they the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, as ſuch Aſſignees as aforeſaid, were Second Mortgagees of the ſaid mortgaged Premiſes, and that the ſaid mortgaged Premiſes might be ſold, and that the Surplus which ſhould remain of the Money ariſing from the Sale thereof, after deducting the ſaid Sum of Four thouſand ſix hundred and ſeventy-ſix Pounds Sixteen Shillings and Seven-pence, would be thereby ſecured for the Benefit of the Creditors of the ſaid *Joſeph Freeman* and *Thomas Grace*, and accordingly the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, cauſed the ſaid mortgaged Premiſes to be put up to Sale by publick Auction, in Two Lots, on the Eighteenth Day of *July* One thouſand ſeven hundred and ninety-two, and then and there the Sum of Nine thouſand eight hundred and ſeventeen Pounds Ten Shillings was bid for the ſame, and no higher Price being offered for the ſame, the Party bidding the ſaid Sum of Nine thouſand eight hundred and ſeventeen Pounds Ten Shillings was declared the higheſt Bidder, and the Purchaſer thereof at that Sum: And whereas, ſince the Sale of the ſaid Meſſuage or Tenement, Erections, Buildings, Hereditaments, and Premiſes, it hath been diſcovered that the ſaid *Matthias De Gandaſequi* is an Alien born, and as by the Law of this Realm an Alien cannot purchaſe Lands for his own Benefit, but takes them for the Benefit of the Crown, the Purchaſer of the ſaid Meſſuage or Tenement, Erections, Buildings, Hereditaments, and Premiſes, has refuſed to complete his ſaid Purchaſe thereof: And whereas the ſaid *Matthias De Gandaſequi* is now confined in the Fleet Priſon for Debt, and the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, have no other Security for the ſaid Debt than the

Meſſrs. *Arkley*, *Satchell*, and *Thornton's* Inducement to pay off the Mortgage due to *John Wilmot*.

M. De Gandaſequi diſcovered to be an Alien.

M. De Gandaſequi now confined for Debt.

Debts owing by *Freeman* and *Grace* amount to 20,000 *l.*

The Money advanced by *Freeman* to *Gandaſequi* was lent on Credit of Premiſes not effectually conveyed.

Charge upon the ſaid Premiſes by virtue of the ſaid ſeveral Securities: And whereas the Debts owing by the ſaid *Joſeph Freeman* and *Thomas Grace* amount to the Sum of Twenty thouſand Pounds, or thereabouts, and the Equity of Redemption of the ſaid Meſſuage or Tenement, Erections, Buildings, and Premiſes, is the principal Part of the Property to ſatisfy the ſaid Debts: And whereas the Money advanced and lent by the ſaid *Joſeph Freeman* to the ſaid *Matthias De Gandaſequi* was advanced and lent upon the Credit of the ſaid Meſſuage or Tenement, Erections, Buildings, and Premiſes, and upon the Belief that the ſame were effectually conveyed to or veſted in the ſaid *Joſeph Freeman*; but inaſmuch as by Reaſon of the Alienage of the ſaid *Matthias De Gandaſequi* the ſame were not effectually conveyed to or veſted in the ſaid *Joſeph Freeman*, and for the ſame Reaſon a good Title cannot now be made to the ſame Premiſes without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *John Arkley*, *John Satchell*, and *William Thornton*, as Aſſignees as aforeſaid, on Behalf of themſelves and the ſeveral other Perſons, Creditors of the ſaid *Joſeph Freeman* and *Thomas Grace*, do 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 the ſaid capital Meſſuage or Tenement, Piece or Parcel of Ground, Hereditaments, and all and ſingular other the Premiſes by the ſaid Indentures of the Twenty-fifth and Twenty-ſixth Days of *October* One thouſand ſeven hundred and eighty-five conveyed to the ſaid *John Wilmot*, his Heirs and Aſſigns, and by the ſaid Indentures of the Twenty-ſecond and Twenty-third Days of *November* One thouſand ſeven hundred and eighty-five conveyed to the ſaid *Joſeph Freeman* and *Thomas Grace*, their Heirs and Aſſigns, in Truſt for the ſaid *Joſeph Freeman*, his Heirs and Aſſigns, as herein-before is mentioned and recited, with all and ſingular the Erections, Buildings, Additions, Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Yearly and other Rents, Iſſues, and Profits thereof, ſhall henceforth remain and be veſted in the ſaid *John Wilkinſon*, his Heirs and Aſſigns, upon and for the Truſts, Intents, and Purpoſes mentioned and intended to be declared of and concerning the ſame Meſſuage or Tenement, Erections, Buildings, Hereditaments, and Premiſes, or any of them, or any Part thereof, in and by the ſaid Indentures of Bargain and Sale inrolled of the Twentieth Day of *February* One thouſand ſeven hundred and ninety, the ſaid Indentures of Leaſe and Releaſe of the Thirteenth and Fourteenth Days of *June* One thouſand ſeven hundred and ninety-two, and the ſaid Deed of Truſt of the ſaid Fourteenth Day of *June* in the ſame Year One thouſand ſeven hundred and ninety-two, abſolutely freed and diſcharged of and from all Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of His Majeſty, His Heirs and Succeſſors, of, in, to, from, out of, or upon, the ſaid Meſſuage or Tenement, Erections, Buildings, Hereditaments, and Premiſes, or any of them, or any Part thereof, upon Account or by Reaſon of the Alienage of the ſaid *Matthias De Gandaſequi*, and abſolutely freed and exempted of and from the Clauſes and Proviſions contained in the Act of the Firſt Year of the Reign of Her late Majeſty Queen *Anne*, intituled, *An Act for the better Support of Her Majeſty's Houſehold, and of the Honour and Dignity of the Crown*; or the Act

Premiſes conveyed to *John Wilmot* by Indentures of 25 and 26 *Oct.* 1785, and to *Freeman* and *Grace* by Indentures 22 and 23 *Nov.* 1785, in Truſt for *Freeman*, ſhall be veſted in *John Wilkinſon* in Truſt for the Aſſignees of *Freeman* and *Grace*.

of the First Year of the Reign of His present Majesty, intituled, *An Act for the Support of His Majesty's Household, and of the Honour and Dignity of the Crown of* Great Britain, or any Claim or Demand whatsoever on Account or in respect thereof respectively, on Account of the Alienage of the said *Matthias De Gandasequi*, or in respect of the Clauses or Provisions contained in the said herein-before mentioned Acts or either of them.

General Saving.

II. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, all such Estate, Right, Title, and Interest, (other than and except the Right, Title, Interest, Claim, and Demand, of His said Majesty, His Heirs and Successors, in respect or by reason of the Alienage of the said *Matthias De Gandasequi*), as they, every, or any of them could, might, or ought to have had and enjoyed of, in, to, or in respect of the Messuage or Tenement, Erections, Buildings, Hereditaments, and Premises herein-before mentioned and intended to be hereby vested in the said *John Wilkinson*, every or any Part thereof, in case this Act had not been made.

FINIS.