

ANNO QUADRAGESIMO SEXTO

GEORGII III. REGIS.

CAP. CXXXI.

An Act for exonerating the Eſtates of *Percival Lewis* Eſquire, and *Marianne Lewis* Spinſter, in the Pariſh of *Putney* in the County of *Surrey*, from the Claims of His Majeſty againſt the Eſtate of *Edward Lewis* Eſquire, deceaſed. [21ſt *July* 1806.]

WHEREAS by Indentures of Leaſe and Releaſe dated reſpectively the Twenty-fourth and Twenty-fifth Days of *April* One thouſand ſeven hundred and fifty-five, being a Settlement made previous to the Marriage of *Edward Lewis* Eſquire, Son of *Percival Lewis* of *Putney*, in the County of *Surrey* Eſquire, with *Marianne Loubier* Spinſter; which ſaid Indenture of Releaſe is Quadrupartite, and is made or mentioned to be made between the ſaid *Percival Lewis* and *Abigail Lewis* his Wife, and the ſaid *Edward Lewis* (their Son), of the Firſt Part; *Henry Loubier* and the ſaid *Marianne Loubier* his Daughter, of the Second Part; *John Heaton* Gentleman, and *Charles du Buc* Gentleman, of the Third Part; and *John Lewis Loubier* Eſquire and *Thomas Lewis* Eſquire, of the Fourth Part; ſeveral Meſſuages, Lands, Tenements, and Hereditaments, ſituate in the Pariſh of *Putney* in the ſaid County of *Surrey*, being the Eſtates of the ſaid *Percival Lewis*, were conveyed, ſettled, and aſſured, to the Uſe of the ſaid *Percival Lewis*, and his Aſſigns for his Life, Remainder to the Uſe of *Abigail Lewis* his Wife for her Life, Remainder to the Uſe of the ſaid *Edward Lewis* for his Life, Remainder to the Uſe of the ſaid *John Heaton* and *Charles du Buc* and their Heirs, during the Life of the ſaid *Edward Lewis* in Truſt, to ſupport contingent Remainders; Remainder to the Uſe of the ſaid *John Lewis Loubier* and *Thomas Lewis* for

Indentures of 24th & 25th April 1755.

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the Term of Three hundred Years, upon certain Truſts therein mentioned; Remainder to the Uſe of ſuch Child and Children of the ſaid then intended Marriage, in ſuch Shares, and for ſuch Eſtates, and in ſuch Manner as the ſaid *Edward Lewis* and *Marianne Loubier* ſhould jointly by Deed appoint, or as the Survivor ſhould by Deed or Will appoint, and in default of ſuch Direction or Appointment, to the Uſe of the Firſt and other Sons of the ſaid then intended Marriage ſucceſſively in Tail Male, with Remainder to the Uſe of the Daughters of the ſaid Marriage, in Tail general, as Tenants in common, with croſs Remainders between them and their reſpective Iſſue as Tenants in common, with Remainder to the Uſe of the ſaid *Edward Lewis*, his Heirs and Aſſigns for ever: And whereas the ſaid Marriage took Effect, and there was Iſſue thereof Two Children, (*videlicet*) *Percival Lewis* Eſquire, and *Marianne Lewis* Spinſter: And whereas the ſaid *Percival Lewis* the Grandſon, in the Year One thouſand ſeven hundred and eighty-eight intermarried with *Margaret Cray* Spinſter, who is ſince deceaſed, and there is Iſſue of the ſaid Marriage now living Four Sons, namely, *Percival Lewis* aged Sixteen Years, *Henry* aged Fourteen Years, *Thomas* aged Twelve Years, and *Charles* aged Ten Years: And whereas by Indentures of Leaſe and Releaſe dated reſpectively the Ninth and Tenth Days of *May* One thouſand ſeven hundred and ninety-one, the Releaſe being of Six Parts, and made between the ſaid *Edward Lewis* and *Marianne* his Wife of the Firſt Part; the ſaid *Percival Lewis* the Grandſon, of the Second Part; *Richard Heaton*, therein deſcribed as the only Son and Heir at Law of the ſaid *John Heaton* the Party to the before partly recited Indenture of Releaſe, who was the ſurviving Truſtee for preſerving contingent Remainders, and then deceaſed, of the Third Part; the ſaid *Richard Heaton* and *Lazarus Venables* Eſquire, therein deſcribed as Executors of the ſaid *John Heaton*, who was the ſurviving Executor of the ſaid *John Lewis Loubier*, who was the ſurviving Truſtee of the ſaid Term of Three hundred Years, raiſed and created by the ſaid partly recited Indentures of Leaſe and Releaſe, of the Fourth Part; *William Pembroke* Eſquire of the Fifth Part; and *William Hibbs Bevan* Gentleman, of the Sixth Part; and a Fine and Recovery paſſed in purſuance of the Proviſions contained in the ſaid Indentures, the Eſtate Tail of the ſaid *Percival Lewis* the Grandſon, and all ſubſequent Limitations of and in the ſaid Hereditaments and Premiſes were barred, and the ſaid Premiſes were limited to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates as the ſaid *Edward Lewis*, *Marianne Lewis* his Wife, and *Percival Lewis* the Grandſon, ſhould jointly appoint; and in default of ſuch Appointment (ſubject to a Rent Charge of Three hundred Pounds *per Annum* to the ſaid *Marianne* the Wife of the ſaid *Edward Lewis* for her Life, in caſe ſhe ſhould ſurvive the ſaid *Edward Lewis*), to the Uſe of ſuch Children of the ſaid *Edward Lewis* and *Marianne* his Wife as they ſhould jointly during their joint Lives, or as the Survivor of them ſhould appoint; Remainder to the Uſe of the ſaid *Percival Lewis* the Grandſon, his Heirs and Aſſigns for ever: And whereas by Indentures of Leaſe and Releaſe dated reſpectively the Fourth and Fifth Days of *June* One thouſand ſeven hundred and ninety-one, and made between the ſaid *Edward Lewis* and *Marianne* his Wife, and the ſaid *Percival Lewis* the Grandſon, of the one Part; and *John Franklin*, *James Phillips*, and *Richard Phillips*, of the other Part; the ſaid Premiſes were appointed and releaſed to the Uſe of the ſaid *John Franklin*, *James Phillips*, and *Richard Phillips*, in Fee-ſimple, by way of Mortgage for ſecuring the Payment of Four thouſand Pounds and Intereſt:

Indentures of 9th & 10th May 1791, by which Eſtates are limited to other Uſes.

Eſtates mortgaged.

And whereas the said *Edward Lewis* soon after the Date and Execution of the said last-mentioned Deeds died a Debtor and Accountant to His Majesty to a considerable Amount: And whereas by an Indenture of Four Parts dated the Third Day of *July* One thousand seven hundred and ninety-one, and made between the said *Marianne Lewis* (the Widow of the said *Edward Lewis*, then deceased) of the First Part, the said *Percival Lewis* the Grandson, of the Second Part, the said *Marianne Lewis* Spinster; (the Daughter of the said *Edward Lewis* deceased, by the said *Marianne Lewis* then his Widow), of the Third Part; and *Thomas Lloyd* Gentleman of the Fourth Part; the said Hereditaments and Premises (subject to and charged with the said Rent Charge for Three hundred Pounds, and the said Mortgage for Four thousand Pounds and Interest, were limited and appointed to the Use of the said *Percival Lewis* the Grandson, and *Marianne Lewis* Spinster, their Heirs and Assigns, in equal Moieties as Tenants in common: And whereas the said *Percival Lewis* the Grandson, and *Marianne Lewis* Spinster, some Time since, with the Concurrence of the said *Marianne Lewis* their Mother, contracted for the Sale of the Whole of the aforesaid Hereditaments and Premises at *Putney* to different Persons; but the several Purchasers thereof object to the Title, and refuse to complete their Purchases, alledging that it is doubtful whether the Claims of His Majesty against the Estate of the said *Edward Lewis* do not attach upon the said Hereditaments and Premises so contracted to be sold to them as aforesaid: And whereas the said *Percival Lewis* the Grandson, and *Marianne Lewis* Spinster, are advised that the Claim of the Crown doth not extend over the said Estates so contracted to be sold, or if any Possibility of Claim exists in the Crown in respect thereof, it only attaches upon the Reversion in Fee which was vested in the said *Edward Lewis* at the Time he became an Accountant, and which cannot be available to the Crown until there shall be a Failure of Issue of the said *Percival Lewis* and his said Four Sons, and of any other Male Issue of the said *Percival Lewis*, and also a Failure of any Issue of the said *Marianne Lewis* Spinster, a Period so remote in Probability as to make such Possibility of Claim, if any exists, of very small if any Value: And whereas the said *Marianne Lewis* the Mother, and *Marianne Lewis* her Daughter, lately presented a Memorial to the Lords Commissioners of His Majesty's Treasury, praying the Consent of His Majesty to an Act of Parliament, or such other Steps as should be deemed necessary, to exonerate and discharge the said Hereditaments and Premises from the Claims of the Crown against the Estate of the said *Edward Lewis*, and humbly presuming to offer the Sum of Five hundred Pounds as a Consideration for such Exoneration, which Offer the said Lords Commissioners have been pleased to accept; and they have also been pleased to signify that they would advise His Majesty to give his Royal Assent to an Act of Parliament for the Purposes stated in the said Memorial, upon the Terms therein mentioned; wherefore Your Majesty's most dutiful and loyal Subjects the said *Percival Lewis* the Grandson, and *Marianne Lewis* Spinster, 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 it shall and may be lawful to and for the said *Percival Lewis* the Grandson, and *Marianne Lewis* Spinster, or either of them, to pay the Sum of Five hundred Pounds into the Receipt of His Majesty's Exchequer; and upon such Payment it shall and may be lawful to and for the Lords Commissioners

Edward Lewis died a Debtor and Accountant to the Crown.

Contract for the Sale of the Estates.

Memorial to the Treasury for His Majesty's Consent.

On Payment of 500 l. into the Exchequer, all the said Estates shall be exonerated from the Claims of His Majesty.

Commiſſioners of His Majeſty's Treaſury, or any Three or more of them, and they are hereby required to deliver to the Perſon or Perſons making ſuch Payment a Certificate or Certificates of ſuch Payment having been made; and after the giving of ſuch Certificate or Certificates, all and ſingular the Meſſuages, Lands, Tenements, and Hereditaments, in the Pariſh of *Putney*, compriſed in the aforeſaid recited Indentures, and each and every of them, ſhall be for ever exonerated from the Claims of His Majeſty againſt the Eſtate of the ſaid *Edward Lewis*.

To be deemed a Diſcharge of ſo much of the Debt due from E. Lewis.

II. And be it further declared and enacted, That the ſaid Sum of Five hundred Pounds, when paid into the Receipt of His Majeſty's Exchequer in the Manner herein-before mentioned, ſhall be, and ſhall be deemed and taken to be ſo paid in Satisfaction and Diſcharge of ſo much of the Debt due from the ſaid *Edward Lewis* to His Majeſty.

Act not to affect the Demand of His Majeſty againſt the other Eſtate or Effects of E. Lewis.

III. Provided always, and it is hereby alſo declared and enacted, That this preſent Act, or any Article, Clauſe, Matter, or Thing herein contained, ſhall not, nor ſhall the ſame be conſtrued or taken to prejudice or affect the Demand of His Majeſty againſt the ſaid *Edward Lewis* beyond the ſaid Five hundred Pounds, when paid, nor to prevent the ſame from attaching upon or being available againſt any Eſtate, Property, or Effects of the ſaid *Edward Lewis* deceaſed, except ſuch only as is hereby expreſsly declared to be exempted from the Claims of His Majeſty in reſpect of His ſaid Demand.

Limiting the Payment of the ſaid 500 l.

IV. Provided always, and be it enacted, That this preſent Act, and every Article, Clauſe, Matter, and Thing herein contained, ſhall be abſolutely null and void to all Intents, Conſtructions, and Purpoſes whatſoever, unleſs the ſaid Sum of Five hundred Pounds ſhall be actually paid into the Receipt of His Majeſty's Exchequer on or before the Firſt Day of *January* One thouſand eight hundred and ſeven.

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