

ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

CAP. LXXV.

An Act to provide for the more complete and effectual Liquidation of a Debt due to His Majesty from the late *Abraham Goldsmid*, Merchant, and his surviving Partners; and to confirm and establish certain Agreements entered into for that and other Purposes relating thereto.

[27th *June* 1812.]

WHEREAS *Abraham Goldsmid* of the City of *London*, Merchant, deceased, and *Benjamin Goldsmid* of the said City of *London*, Merchant, also deceased (the Brother of the said *Abraham Goldsmid*) did for several Years carry on in Partnership extensive Mercantile and Stock Concerns: And whereas the said *Benjamin Goldsmid* departed this Life on the Eleventh Day of *April* One thousand eight hundred and eight, and thereupon the Partnership between him and the said *Abraham Goldsmid* was determined: And whereas after the Decease of the said *Benjamin Goldsmid*, the said *Abraham Goldsmid* took *Nathan Salomons*, of the said City of *London*, into Partnership with him in all his Stock Concerns, and also took his Son *Aaron Goldsmid*, and *Thomas Moxon* of the said City of *London*, into Partnership with him in his said Stock Concerns, and in all his other Concerns: And whereas the said *Benjamin Goldsmid* duly signed and published his last Will and Testament in Writing, bearing Date the Twentieth Day of *November* One thousand eight hundred and three, and thereby after taking Notice that the greatest Part of his Property was in Business in Co-partnership with his Brother

Will of B. Goldsmid, dated Nov. 20, 1803, recited.

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the ſaid *Abraham Goldſmid*, in whom he had all poſſible Confidence, he the ſaid *Benjamin Goldſmid* declared it to be his expreſs Direction and Order, that after the Payment of his Friends and Relations of ſeveral Legacies therein-before by him given and bequeathed to them, and after inveſting and ſecuring the ſeveral Legacies, Proviſions and Sums of Money therein-before by him particularly directed to be inveſted and ſecured for his Wife, Daughters, Sons and Siſters reſpectively, and after Payment of all his juſt Debts, and all Claims upon his Eſtate, his ſaid Brother *Abraham Goldſmid* might, if he ſhould ſo think fit and deſire it, whether his other Executors ſhould approve it or not, take, keep, and uſe all other Parts of the Reſt, Reſidue, and Remainder of his Eſtate and Effects in his Buſineſs, for the Space of Three Years next after his the ſaid Teſtator's Deceaſe, if he the ſaid *Abraham Goldſmid* ſhould live ſo long, he the ſaid *Abraham Goldſmid* paying and allowing at and after the Rate of Five Pounds *per Centum per Annum* for ſo much of the ſaid Reſidue as he ſhould ſo take, keep, or uſe for his ſaid Buſineſs, nevertheleſs that he ſhould be at Liberty to pay off the ſame ſooner to his Eſtate if he ſhould ſo think fit, and ſo likewiſe he the ſaid Teſtator directed it to be paid, in caſe of the previous Death of the ſaid *Abraham Goldſmid*, as ſoon as conveniently could be after his Deceaſe; and the ſaid Teſtator further declared his Will and Meaning to be, that as his ſaid Brother *Abraham* and himſelf had for many Years carried on Buſineſs together in Partnerſhip with the greateſt Cordiality and mutual Confidence, and never had any Diſputes in their Accounts, and as it was his Intention that his ſaid Brother *Abraham* ſhould not be called upon or haraſſed vexatiouſly by any of his other Executors, or any other Perſon or Perſons whomſoever claiming or to claim either as Executors, Truſtees, Legatees, or otherwiſe, under or by virtue of that his Will, therefore it was his expreſs Will and Direction that all and every ſuch Account and Accounts of his ſaid Copartnerſhip Concerns, and of all Monies and Securities therein belonging to his Eſtate and Effects, which his ſaid Brother *Abraham* ſhould after his Deceaſe deliver into his ſaid other Executors or Legatees, as a full or true Account of the ſame reſpectively, and all and every ſuch Account and Accounts of the ſame, ſhould be binding and concluſive to his ſaid Eſtate, and to all Perſons claiming under that his Will, to all Intents and Purpoſes whatſoever, and his ſaid Brother ſhould not be liable to give or to be called upon for any other Account or Accounts whatſoever, in any Manner otherwiſe howſoever, any Clauſe, Bequeſt, Article or Thing in his ſaid Will contained to the contrary thereof in anywiſe notwithſtanding; and the ſaid Teſtator appointed his Brothers *George Goldſmid*, *Aſher Goldſmid*, and the ſaid *Abraham Goldſmid*, Executors of his ſaid Will; and ſoon after the Deceaſe of the ſaid *Benjamin Goldſmid*, his ſaid Executors duly proved his ſaid Will in the Prerogative Court of the Archbiſhop of *Canterbury*:

Will of A. Goldſmid, dated Nov. 27, 1809, recited.

And whereas the ſaid *Abraham Goldſmid* duly ſigned and publiſhed his laſt Will and Teſtament in Writing, bearing Date the Twenty-ſeventh Day of *November* One thouſand eight hundred and nine, and thereby after directing his Debts and Funeral Expences to be paid, and after ſeveral Bequeſts in favour of his Wife and of his Children, *Jane Louſada Iſabella Goldſmid*, *Eſther Goldſmid*, and *Mary Goldſmid*, and after giving ſeveral pecuniary and other Legacies, he the ſaid *Abraham Goldſmid* gave and bequeathed all the Reſt and Reſidue of his Monies, Securities, Stock in the Public Funds, Shares in Public Companies and Undertakings or Inſtitutions, Goods, Chattels, and Effects, and all other

his Perſonal Eſtate and Effects which he might be in any Manner ſeiſed or poſſeſſed of, or entitled unto at the Time of his Deceaſe, in any Manner howſoever, and not by his Will otherwiſe diſpoſed of, or which might happen to be or to become or to remain undiſpoſed of by that his Will, ſubject to the Payment of all his juſt Debts, and Funeral and Teſtamentary Expences and Legacies, and to the ſeveral Payments and Appropriations therein-before given and directed and appointed, and alſo ſubject to all reaſonable Expences to be incurred in the Execution of that his Will, or the Truſts thereof, unto his Executors, upon the Truſts and for the Uſes and Purpoſes therein-after mentioned, declared, and appointed, concerning the ſame; and the ſaid Teſtator gave and deviſed and bequeathed all that his Dwelling Houſe at *Moredon*, with the Out-buildings, Yards, Gardens, Lands, and Appurtenances thereunto belonging, and all other his Freehold, Copyhold, and Leaſehold Eſtates, ſituate in the Pariſhes of *Moredon*, *Merton*, *Wimbledon*, and *Mitcham*, or any or either of them, or elſewhere in the County of *Surrey*, and all his Meſſuages, Buildings, Lands, Tenements, and Hereditaments, of every Kind, and all his Real Eſtates whatſoever and whereſoever, not otherwiſe by his ſaid Will given, deviſed, or diſpoſed of, and all his Eſtate, Right, Title, and Intereſt whatſoever therein reſpectively, unto and to the Uſe of his Executors therein-after named, their Heirs, Executors, and Adminiſtrators, according to the Nature and Quality thereof reſpectively, upon Truſt to ſell and convert into Money all the ſame Freehold, Copyhold, and Leaſehold and Real Eſtates, at ſuch Time or Times as they ſhould deem moſt expedient; and the ſaid *Abraham Goldſmid* did by his ſaid Will declare, direct, and appoint, that the Purchaſe Money to ariſe from all and every ſuch Sales or Sale reſpectively, and alſo the Rents, Iſſues, and Profits accruing in the mean Time, and until ſuch Sale or Sales reſpectively, for or in reſpect of ſuch Part or Parts thereof as might be let to any Tenant or Tenants, (ſubject to all Charges and Expences to be incurred in reſpect thereof,) ſhould be added to, and be deemed, conſidered, and taken as and for and to be Part of the general Reſidue of his Perſonal Eſtate, and be paid, applied, and diſpoſed of therewith, in the Manner and for the Uſes and Purpoſes directed and appointed in reſpect to his ſaid Perſonal Eſtate, and the Intereſt or Dividends accruing from the Produce thereof, to all Intents and Purpoſes; and reciting that, from the Nature of his Concerns, and the Situation of his Property in various Reſpects, particular Circumſtances attending the ſame might render a particular Courſe or Management thereof, or particular Meaſures as to the ſame reſpectively, neceſſary or expedient, and as to which it might be inconvenient or hazardous to preſcribe any particular Rule or Direction, he the ſaid *Abraham Goldſmid*, for obviating all Difficulty in that Reſpect, gave by his ſaid Will to his Executors and Truſtees for the Time being a full, general, and abſolute Power and Diſcretion in the Management, Arrangement, and Diſpoſition of his ſaid Property and Concerns, in all Reſpects whatſoever, and in the calling in, collecting, receiving, ſelling, converting, and diſpoſing of the ſame and every or any Part or Parts thereof, from Time to Time, as they ſhould deem moſt expedient, not being contrary to or inconſiſtent with the general Proviſions and Diſpoſitions of that his Will, or any of them; and the ſaid *Abraham Goldſmid* alſo authorized his ſaid Executors and Truſtees to compound or releaſe any Debt or Debts, or Monies due or belonging to him or his Eſtates, as Circumſtances might make expedient, and to compromiſe or refer to Arbitration any Diſpute

touching his said Property or Concerns or any of them, in such Manner and upon such Terms and Conditions respectively as his said Executors or Trustees should think expedient; and for obviating the Effect of any Difference of Opinion between his said Executors and Trustees or any of them in respect of any Sale or Sales of the said Freehold, Copyhold or Leasehold Estates, or of his Personal Estates and Effects, or any Part thereof respectively, or the Management, Arrangement, and Disposition thereof respectively, or the letting the same, or otherwise relating thereto or to his said Concerns, he the said *Abraham Goldsmid* did by his said last Will and Testament will, declare, and direct that the Direction, Appointment, Acts and Deeds, from Time to Time of a Majority of them his said Executors and Trustees for the Time being, touching his said Property and Affairs or any of them, signified in Writing under the respective Hands of the Persons composing such Majority, and attested by Two or more credible Witnesses, should be binding and conclusive upon all of them his said Executors and Trustees, and upon all Parties concerned or interested in the Subject or Matter thereof respectively, to all Intents and Purposes whatsoever, and to be carried into Effect accordingly, not being contrary to, or inconsistent with the general Provisions of that his Will: And after taking Notice of the said Will of the said *Benjamin Goldsmid*, and that it was his the Testator's Intention, as soon as Circumstances would permit, to make out an Account and Statement respecting the Partnership, Property, and Concerns of him the said *Abraham Goldsmid* and of the said *Benjamin Goldsmid*, but lest he should not happen to do so during his Life, and in order to effect as far as might be the same Object, and to obviate as much as in him lay, all Accounts and Reckonings between the respective Estates and Families of the said *Abraham* and *Benjamin Goldsmid* respecting the said Transactions, and towards simplifying the same, he the said *Abraham Goldsmid* did, as well as to his own Share, Concern, and Interest therein, as also in Furtherance and Execution of the View and Intention of his said Brother in that respect expressed by his said last Will and Testament, will, declare, and direct that the actual State of the Partnership Property of him the said *Abraham Goldsmid* and his said Brother, at the Time of his said Brother's Decease, and the clear Amount which should appear upon a proper Statement thereof to have been then remaining due and belonging to them the said *Abraham Goldsmid* and *Benjamin Goldsmid* as Partners, including all Stocks, Shares, Securities, and Interests whatsoever then standing or being in both or either of their Names, but belonging to the said Partnership, after deducting all Debts and Demands then due and owing by them on account thereof, should be considered and taken as and for the Rule and Criterion of Division between them respecting their said Partnership, Property, and Concerns, to all Intents and Purposes, without reference to any Account as between him the said *Abraham Goldsmid* and the said *Benjamin Goldsmid*, or to any Balance which might happen to be due thereon on either Side, and that each of them and their respective Estates should be considered as entitled to one equal Moiety or Half Part of such clear Amount accordingly, subject to a like equal Moiety or Half Part of the said Debts or Demands due by them on account of their said Partnership Concerns: And he the said *Abraham Goldsmid*, after taking Notice that since his Brother's Decease he the said *Abraham Goldsmid* had made various Payments and Appropriations to the Credit and for the Use of the Estate of the said *Benjamin Goldsmid* upon Account of

his said Moiety or Half Part or Share of the said Partnership Property and Concerns, he the said *Abraham Goldsmid* did further will, that after taking Credit for or deducting the Amount of all such Payments and Appropriations last mentioned, and such further or other Payments or Appropriations as he might thereafter make on the same Account, he the said *Abraham Goldsmid*, or his Estate, should be considered as indebted and accountable to his said Brother's Estate for so much of the said Moiety or Half Part or Share of the said Partnership Property, to be estimated and taken in Manner aforesaid, as should from Time to Time remain not paid or appropriated to the particular Use of his Estate as aforesaid, until the Whole thereof should be fully so paid or appropriated; and for the End and Purpose aforesaid, he the said *Abraham Goldsmid* did by his said Will release, exonerate, and discharge his said Brother's Representatives and Estate from all Claims and Demands which he the said *Abraham Goldsmid* or his Estate could or might have or claim thereon in respect of any Balance due by the said *Benjamin Goldsmid* to him the said *Abraham Goldsmid*, at the Time of his Decease, upon any Account then subsisting between him the said *Benjamin Goldsmid* and the said *Abraham Goldsmid*, in respect of their said Partnership or other Transactions or Concerns with each other in any Manner howsoever, subject only to such Division as therein-before was directed and appointed in respect thereof; and he the said *Abraham Goldsmid* did further will, declare, and direct, that except as far as might be necessary for effecting such Division as aforesaid, and as arising out of the same, no other Account or Reckoning whatever should be stated or entered into between their respective Estates in any Manner howsoever: And the said *Abraham Goldsmid* appointed his Brother the said *Asher Goldsmid*, and his Sons *Aaron Goldsmid* and *Moses Goldsmid*, and the said *Thomas Moxon* and *Daniel Eliason*, to be Executors of his said Will; and in case any of his Executors therein-before named should happen to die, or should refuse or decline to act in the Execution of that his Will, or the Trusts or Purposes thereof, or should desire to withdraw from being such Executor or Trustee, in every such Case respectively he authorized his said Wife, and his said Two Sons *Aaron* and *Moses Goldsmid*, or the Survivors or Survivor of them, and the other Executors and Trustees of his Will for the Time being, or the major Part of them, to appoint by Writing under the Hands of the Persons composing such Majority, One other competent Person to be such Trustee, instead of any of them his said Executors or Trustees who should so die, or refuse or decline to act, or desire to withdraw as aforesaid, and that upon every such Occasion respectively the proper and suitable Acts, Deeds, Matters, and Things to be executed and effected, for transferring and vesting all his then surviving Monies, Property, Estate, and Effects, to and in such new Trustee, together with the other or remaining of the said Executors or Trustees for the Time being, upon the same Trusts and for the same Uses and Purposes, and with the same Powers, Privileges, and Authorities as were therein provided and appointed in respect thereof, or such of them as for the Time being should remain to be performed, and so *totiens quoties* as often as the Case should happen or require: And whereas the said *Abraham Goldsmid* departed this Life in the Month of *September* One thousand eight hundred and ten; and the said *Aaron Goldsmid*, *Moses Goldsmid*, *Thomas Moxon*, and *Daniel Eliason*, duly proved the said Will in the Prerogative Court of the Archbishop of *Canterbury*, Power being reserved to the said *Asher Goldsmid* to prove the same; and the said *Asher*

Goldſmid hath ſince in due Form of Law renounced the Probate thereof: And whereas by a Deed Poll or Inſtrument in Writing, bearing Date the Twenty-ſixth Day of *November* One thouſand eight hundred and ten, under the Hand and Seal of the ſaid *Aſher Goldſmid*, and duly inrolled in His Majeſty's Court of Common Pleas at *Weſtminſter*, after reciting (amongſt other Things) that the ſaid *Aſher Goldſmid* had renounced the Probate of the ſaid Will of the ſaid *Abraham Goldſmid*, and had not in any reſpect acted in the ſeveral Truſts by the ſaid Will repoſed in him, or executed any of the Powers or Authorities thereby delegated to him, and was deſirous of diſclaiming the ſame in the Manner therein-after mentioned, it was witneſſed, that he the ſaid *Aſher Goldſmid* did thereby for himſelf, his Heirs, Executors, and Adminiſtrators, fully, abſolutely, and irrevocably, diſclaim all and every Uſes, Eſtates, Truſts, Powers, and Authorities given or delegated to him the ſaid *Aſher Goldſmid*, jointly with the ſaid *Aaron Goldſmid*, *Moſes Goldſmid*, *Thomas Moxon*, and *Daniel Eliaſon*, in and by the ſaid Will of the ſaid *Abraham Goldſmid*, of, in, to, upon, or over the Meſſuages, Tenements, Hereditaments, and Real Eſtate, and alſo of, in, to, upon, or over the Sums of Money, annual or in groſs, Stocks, Securities, and other the Perſonal Eſtate, and all and ſingular other the Premiſes given, deviſed, limited, and bequeathed in and by the ſaid Will of the ſaid *Abraham Goldſmid*, and all and ſingular the Eſtate, Share, Property, Right, Title, Intereſt, Uſe, Truſt, Poſſeſſion, Freehold Property, Poſſibility, Challenge, Claim, and Demand whatſoever of him the ſaid *Aſher Goldſmid*, of, in, to, or out of the ſaid Real and Perſonal Eſtate, and every or any Part and Parcel thereof, as Deviſee or Truſtee, or as one of the Deviſees or Truſtees of the Will of the ſaid *Abraham Goldſmid*: And whereas at the Time of the Deceaſe of the ſaid *Abraham Goldſmid* there were divers Securities and other Partnerſhip Effects of the ſaid late Copartnerſhip between the ſaid *Benjamin Goldſmid* and *Abraham Goldſmid* remaining in Specie in the Hands of the ſaid *Abraham Goldſmid*, or otherwiſe unconverted by the ſaid *Abraham Goldſmid* at the Time of his Death, and ſuch Securities and other Partnerſhip Effects, upon the Deceaſe of the ſaid *Abraham Goldſmid*, veſted at Law in his Executors, but ſubject in Equity to be applied in the firſt Place to the Payment of ſuch Debts (if any) of the ſaid late Copartnerſhip between the ſaid *Benjamin* and *Abraham Goldſmid*, as remain unſatisfied, and then to be divided between the reſpective Eſtates of the ſaid *Benjamin Goldſmid* and *Abraham Goldſmid*, according to the Shares and Proportions which it ſhould appear, upon the Settlement of the ſaid Copartnerſhip Accounts, that the ſaid reſpective Eſtates were beneficially intereſted in and entitled to the Copartnerſhip Stock and Property: And whereas at the Time of the Deceaſe of the ſaid *Abraham Goldſmid*, each of the ſaid Partnerſhips of *Abraham Goldſmid*, *Aaron Goldſmid*, and *Thomas Moxon*, and *Abraham Goldſmid*, *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, was poſſeſſed of great Property, and was liable to great Debts and Demands, and was engaged in extenſive and complicated Concerns; and particularly there was due to the King's moſt Excellent Majeſty from the ſaid Copartnerſhips of *Abraham Goldſmid*, *Aaron Goldſmid*, and *Thomas Moxon*, and of *Abraham Goldſmid*, *Aaron Goldſmid*, and *Thomas Moxon* and *Nathan Salomons*, the Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds or thereabouts; and the ſaid *Abraham Goldſmid* and each of the ſaid Partners had a ſeparate Eſtate, and owed Money on his ſeparate Account: And whereas

Debt of 466,700l. due to the Crown.

whereas upon the Deceaſe of the ſaid *Abraham Goldſmid*, the Probability that a judicious and regular Adminiſtration of their Property might make the ſame produce its real and full Value, and thereby raiſe a Sum ſufficient to ſatisfy all the Claims and Demands on the ſame, but that if the ſame were inſtantaneouſly and ſummarily attached or diſpoſed of, the Value thereof would be prodigiouſly leſſened, and the Money produced by it would certainly fall very ſhort of anſwering even the Demand of the Crown upon the ſame, and leave nothing for the other Creditors, was ſtrongly repreſented to the Chancellor of His Majeſty's Exchequer, Firſt Lord Commiſſioner of the Treaſury, who thereupon agreed, that ſo long as the Adjuſtment of the Affairs of the ſaid *Abraham Goldſmid* and his ſaid ſurviving Partners ſhould be conducted to the Satisfaction of *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, all of the City of *London* aforeſaid, Merchants, the Prerogative Rights and Remedies of the Crown ſhould not be enforced for recovering the Debt of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds from the ſaid Partnerſhip Eſtate, or the ſeparate Eſtate of the ſaid *Abraham Goldſmid* or his Partners, and that the ſaid Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds ſhould ſtand upon an equal Footing with the other Partnerſhip Debts of the ſaid *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, and of the Partnerſhip Debts of the ſaid *Abraham Goldſmid*, *Aaron Goldſmid*, and *Thomas Moxon*, and of the ſaid *Abraham Goldſmid*, *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, and ſhould be paid *in pari paſſu* with the ſaid Partnerſhip Debts; but upon the expreſs Underſtanding, that if the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Two of them, or ſuch Perſons as ſhould be thereafter nominated Inſpectors of the ſaid Affairs, or any Two of them, ſhould diſapprove of the Adminiſtration of the ſaid Affairs, or from any other Cauſe ſhould deem it adviſable that any Crown Proceſs ſhould iſſue againſt the Eſtates and Effects of the ſaid *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, and the Eſtate and Effects late of the ſaid *Abraham Goldſmid*, the propoſed Arrangement ſhould not prejudice the Right of His Majeſty to iſſue ſuch Proceſs as His Majeſty ſhould be adviſed to have recourſe to in order to enforce the Payment of the ſaid Debt of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, or ſo much thereof as ſhould from Time to Time remain unſatisfied: And whereas for the Purpoſe of effecting the Arrangement aforeſaid, and affording the Means of the Indulgence offered on Behalf of His Majeſty being granted, which was deemed highly beneficial and neceſſary to the moſt advantageous Management of the Concern, the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, were nominated by the Lords Commiſſioners of His Majeſty's Treaſury, Inſpectors for the Superintendence, Direction, and Controul of the ſaid Concerns; and it was agreed that a Deed ſhould be forthwith prepared for carrying the Objects of the Parties into immediate Execution: And whereas the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, accepted the ſaid Inſpectorſhip: And whereas by an Indenture bearing Date the Twenty-ſeventh Day of *November* One thouſand eight hundred and ten, and made or expreſſed to be made between the ſaid *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, of the Firſt Part; the ſaid *Aaron Goldſmid*, *Moſes Goldſmid*, *Thomas Moxon*, and *Daniel Eliaſon*, as ſuch acting Executors

Agreement entered into not to enforce Payment of the Debt due to the Crown, but to ſtand on an equal Footing with the other Partnerſhip Debts, and providing for the Manner of liquidating the ſame.

of the laſt Will and Teſtament of the ſaid *Abraham Goldſmid*, of the Second Part; the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, as ſuch Inſpectors as aforeſaid, of the Third Part; the ſaid *George Goldſmid* and *Aſher Goldſmid*, as the ſurviving Executors of the laſt Will and Teſtament of the ſaid *Benjamin Goldſmid*, of the Fourth Part; and the ſeveral Perſons other than the Parties thereto of the Firſt, Second, Third, and Fourth Parts, who by themſelves or their reſpective Agents or Attornies, had ſeverally ſubſcribed their Names and affixed their Seals, or ſhould ſubſcribe their Names and affix their Seals thereto of the Fifth Part; it was witneſſed, that all the Perſons who were Parties thereto of the Firſt, Second, Fourth, and Fifth Parts, did thereby fully and irrevocably approve of the Nomination and Appointment of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, to be Inſpectors, for the Superintendence, Direction, and Controul of the ſaid Partnerſhip Concerns of the ſaid *Abraham Goldſmid* and his ſaid reſpective ſurviving Partners, and of the ſaid ſeparate Concerns of the ſaid *Abraham Goldſmid* and his ſaid reſpective ſurviving Partners, in Manner therein-after mentioned; and they the ſaid Parties thereto of the Firſt, Second, and Fifth Parts, did thereby further abſolutely and irrevocably give full Power and Authority to the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, to ſuperintend, direct, and controul the Management of the ſaid Partnerſhip Concerns of the ſaid *Abraham Goldſmid* and his ſaid reſpective ſurviving Partners, and of the ſaid ſeparate Concerns of the ſaid *Abraham Goldſmid* and his ſaid reſpective ſurviving Partners, as they ſhould in their Diſcretion think proper, ſubject to the Regulations therein-after contained; and for that Purpoſe to employ in and about the ſame ſuch Attornies, Agents, or other Perſons, and to give them ſuch Salaries or Emoluments as they ſhould think proper: And the ſaid Parties thereto of the Fourth and Fifth Parts did thereby direct, require, and enjoin the Perſons who were Parties thereto of the Firſt and Second Parts to obey, and to their utmoſt Power and Ability execute, or cauſe to be executed, the Directions which the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, ſhould give in reſpect to the ſaid Partnerſhip Concerns, or any of them, or the ſeparate Concerns of the ſaid *Abraham Goldſmid*, or of the Parties thereto of the Firſt Part, for the Purpoſes therein-after mentioned, or any of them: And it was thereby provided, agreed, and declared, between and by the Parties thereto, that it ſhould and might be lawful to and for the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, at any Time whatſoever, by Writing under their reſpective Hands, to be indorſed on the ſaid Indenture, or a Duplicate thereof, but ſubject, and without Prejudice, to what ſhould have been then already done under the ſame, to declare the ſaid Deed, and every Clauſe, Matter, and Thing therein contained, to be at an End: And it was thereby alſo witneſſed, that the ſaid ſeveral Perſons, Parties thereto of the Fourth and Fifth Parts, did give and grant unto each of them the ſeveral Perſons who were Parties thereto of the Firſt and Second Parts, thenceforth and until the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould, by Writing under their reſpective Hands, to be indorſed on the ſaid Indenture or a Duplicate thereof, declare the ſaid Licence to be determined and at an

End,

End, full and free Liberty, Licence, and Safe-conduct, Power and Authority to go about, attend to, follow, negotiate, and manage, under the immediate and abſolute Inſpection, Superintendence, Direction, and Controul of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, the Affairs, Buſineſs, Matters, and Things whatſoever, of the ſaid Partnerſhip Eſtates, and ſeparate Eſtates, at any Place or Places whatſoever in *England* or elſewhere, without any Let, Suit, Trouble, Arreſt, Attachment, or other Impediment, to be offered or done unto them the ſaid Parties thereto of the Firſt and Second Parts, or any of them, by the ſaid ſeveral Parties thereto of the Fifth Part, or any of them, or their reſpective Heirs, Executors, Adminiſtrators, or Partners, or by their or any of their Means or Procurement; and each and every of the Perſons who were Parties thereto of the Fourth and Fifth Parts, did thereby for himſelf, his Heirs, Executors, Adminiſtrators, and Partners, grant to the ſaid ſeveral Perſons who were Parties thereto of the Firſt and Second Parts, and to their reſpective Executors and Adminiſtrators, that if any of the ſaid Perſons who were Parties thereto of the Fifth Part, or any other Perſon or Perſons, by the Means or Procurement of any of them, ſhould, during the Continuance of the Licence therein-before granted, moleſt, impede, or arreſt any of the ſaid Perſons who were Parties thereto of the Firſt and Second Parts, or ſhould attach or take in Execution the Perſon or Perſons, or the Goods and Chattels, Lands and Tenements of them or any of them, or of the ſaid *Abraham Goldſmid*, contrary to the true Intent and Meaning of the ſaid Indenture, then ſuch of them the ſaid Parties thereto of the Firſt and Second Parts as ſhould be ſo moleſted, impeded, or arreſted, or whoſe Eſtate and Effects ſhould be ſo attached or taken in Execution, and their or his Heirs, Executors, and Adminiſtrators, and the Eſtate and Effects of the ſaid *Abraham Goldſmid*, if the ſame or any Part thereof ſhould be ſo attached or taken in Execution contrary to the true Intent and Meaning of the ſaid Indenture, ſhould thenceforth be, and he and they and the ſame Eſtate and Effects was and were thereby clearly and for ever acquitted, exonerated, and diſcharged of and from all Actions, Suits, Debts, Covenants, Securities, Claims, and Demands whatſoever, at Law and in Equity, of the Perſon or Perſons by whom, or by whoſe Means or Procurement ſuch Impediment, Moleſtation, Arreſt, Attachment, or Execution ſhould have been occaſioned, and that the ſaid Letter of Licence ſhould in any or either of ſaid Caſes operate as a Releaſe, and ſhould or might be pleaded in Bar to ſuch reſpective Debts, and to any Proſecution, Suit, Action, Attachment, Arreſt, or Proceſs, which ſhould in the mean Time be brought, commenced, ſued, or proſecuted concerning the ſame Debts againſt any of the ſaid Perſons Parties thereto of the Firſt and Second Parts, or the Eſtate and Effects of any of the ſaid Parties of the Firſt and Second Parts, or againſt the Eſtate and Effects of the ſaid *Abraham Goldſmid*: And it was thereby agreed and declared, between and by the Parties thereto, that in reſpect of the Perſons who were Parties thereto of the Fifth Part, the Two Partnerſhips of the ſaid *Abraham Goldſmid*, *Aaron Goldſmid*, and *Thomas Moxon*, and *Abraham Goldſmid*, *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, ſhould, as to all the Purpoſes of the ſaid Indenture, be conſidered as forming together One Co-partnerſhip, and both of them be conſidered as equally liable to the Claims and Demands upon

each of them: And it was thereby further witneſſed, that in Conſideration of the aforeſaid Grant and Covenants on the Part of the ſaid Perſons Parties thereto of the Fourth and Fifth Parts, the ſeveral Perſons Parties thereto of the Firſt Part did jointly for themſelves, their Heirs, Executors, and Adminiſtrators, and each of them did ſeparately for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe, and agree with and to the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, their Executors, Adminiſtrators, and Aſſigns, in Manner following, (that is to ſay), that they the ſaid Parties thereto of the Firſt Part ſhould and would forthwith, or by ſuch Time as ſhould be fixed by the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, if they ſhould think proper to fix the ſame, cauſe to be made up a true and exact Account in Writing of all the Partnerſhip and ſeparate Eſtates, Effects, and Concerns of the ſaid *Abraham Goldſmid*, and his ſaid reſpective ſurviving Partners, of what Nature or Kind ſoever, as well Real as Perſonal, of them the ſaid Parties thereto of the Firſt Part, and of the ſeveral Charges, Outgoings, and Incumbrances then affecting the ſame, and ſhould and would ſign the ſame with their reſpective Names, in their own Hand-writing, and deliver the ſaid Account ſo ſigned by them, unto the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*; and that they the ſaid Parties thereto of the Firſt Part ſhould and would during the Continuance of the ſaid Letter of Licence, manage and tranſact the Affairs and Buſineſs of the ſaid Co-partnerſhip and ſeparate Concerns of the ſaid *Abraham Goldſmid* and his ſaid ſurviving Partners, for the Benefit of their Creditors, in the beſt Manner they reſpectively were able to do; and from Time to Time obſerve, perform, fulfil, and execute all the Orders, Directions, Reſolutions, and Inſtructions of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, and uſe their beſt and utmoſt Means and Endeavours to convert into Money the ſaid Partnerſhip Eſtate and Effects, and to collect and get in the Debts owing to the ſame, and to diſcharge all and every the Debts owing by them in the Manner therein-after mentioned as ſoon as might be; and further, that the ſaid Parties thereto of the Firſt Part ſhould and would from Time to Time pay all the Monies which ſhould be received by them or any of them from the Produce of the Partnerſhip and ſeparate Eſtate and Effects of them the ſaid Parties thereto of the Firſt Part into the Bank of *England*, in the joint Names of the ſaid Parties thereto of the Firſt Part, and ſhould and would depoſit in the Bank of *England* all Deeds, Writings, Bonds, Obligations, Bills, Notes, or other Securities, which were then in their Poſſeſſion, or which ſhould come to their reſpective Hands; and that the Monies ariſing from the Eſtate and Effects of the ſaid Parties thereto of the Firſt Part, and to be ſo paid into the Bank as therein and herein-before is mentioned, ſhould not be drawn out otherwiſe than by Draft ſigned by Two at leaſt of the ſaid Parties thereto of the Firſt Part; and that all Securities for Money which ſhould be ſo depoſited in the Bank ſhould be diſpoſed of from Time to Time as the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct: And the ſeveral Perſons Parties thereto of the Second Part did enter into Covenants with the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, ſimilar to the Covenants entered into by the ſaid Parties

thereto of the First Part with the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*; and it was thereby provided that nothing therein contained should extend or be considered to extend to authorize or permit the said Parties thereto of the Second Part, or any of them, to pay, apply, dispose of or appropriate the specific Monies, Property, Effects, or Securities, or the Produce thereof belonging to the late Partnership between the said *Benjamin Goldsmid* and *Abraham Goldsmid*, to the Payment of the separate Debts or to the Use of the said separate Estate of the said *Abraham Goldsmid*, further or beyond the Amount or Proportion in which the Estate of the said *Abraham Goldsmid* should appear to have a beneficial Interest in the Partnership Stock upon the Settlement of the said Partnership Accounts of the said *Benjamin Goldsmid* and *Abraham Goldsmid*: And the several Persons who were Parties thereto of the First and Second Parts did thereby covenant with the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, their Executors, Administrators, and Assigns, in Manner following; (that is to say), that the said Parties thereto of the First and Second Parts should and would from Time to Time keep proper Books of Account of the Partnership and separate Estate and Effects of the said Parties thereto of the First Part, and of the Partnership and separate Estate and Effects of the said *Abraham Goldsmid*, and the Management and Disposition of the same respectively, and of all the Concerns of the same respectively, and make or cause to be made in the said Books true and proper Entries of all Receipts, Payments, and Disbursements, and of all such other Transactions, Matters, and Things as were agreeable to the Custom of Merchants, or which ought to be entered in the same, for giving to the said Inspectors a clear and full Knowledge of the said several Concerns and all Things relating thereto, distinguishing such Parts of their said Receipts, Payments and Transactions (if any) as relate to the Property or Affairs of the late Copartnership between the said *Benjamin Goldsmid* and *Abraham Goldsmid*, from the general and separate Estate or Affairs of the said *Abraham Goldsmid*, and of all Acts, Deeds, Transactions, Matters or Things done in the same by the Parties thereto of the First and Second Parts, or by their Procurement; and preserve in a proper and regular Manner all Letters, Writings, and other Documents respecting the Concerns of the said Copartnership or separate Estates, or any of them, which then were in their Possession or Power, or which should thereafter come to their Possession or Power, and enter and keep Copies of all Letters written by them; and should and would permit the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or any of them, from Time to Time and at all Times to examine and inspect the said Books of Account, and all other Papers, Letters, and Writings relating to the Management of the said Estates and Effects respectively, and also permit the same to be examined by the said Parties thereto of the Fourth Part, so far as the same related to or concerned the Affairs or Concerns of the said late Copartnership of the said *Benjamin* and *Abraham Goldsmid*; and should and would upon their or any of their Requests, make and give Copies and Extracts of the same to them or any of them, or to any Person or Persons appointed by them or any of them; and also should and would if thereunto required by the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, verify the Truth of such Accounts and Statements upon Oath before One of the Masters of the Court of Chancery; and

and further they the ſaid Parties thereto of the Firſt and Second Parts, would not, in the Adminiſtration of the aforeſaid Eſtates and Effects under the ſaid Deed, give any Preference or Priority of Payment to any Creditor upon the ſaid Eſtates or Effects over any other of the ſaid Creditors, or do or ſuffer to be done, any Act, Deed, Matter, or Thing whatſoever, whereby any of the Partnerſhip or ſeparate Creditors of the ſaid Parties thereto of the Firſt Part, or of the ſaid *Abraham Goldſmid*, ſhould or might obtain any Security or Securities for his or their Debt or Debts, or any Preference or Priority in the Payment thereof, or any Part thereof, before the others of the ſaid Creditors, ſave and except that any One or more ſuch of the ſame Creditors whoſe reſpective Debts ſhould not exceed the Sum of Two hundred Pounds, or who ſhould be willing to accept the Sum of Two hundred Pounds for the ſame, might be paid out of the ſeparate Eſtate of the ſaid *Abraham Goldſmid*, or his Proportion of the ſpecific Partnerſhip Eſtate of the ſaid *Benjamin Goldſmid* and *Abraham Goldſmid*, the whole of ſuch their ſaid Debts, or accepted Satisfaction for the ſame, if the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, ſhould conſent thereto, but not otherwiſe; and that none of them the ſaid Parties thereto of the Firſt and Second Parts ſhould releaſe any Debt or Debts owing to the ſaid Copartnerſhip, or either of them, or to any of the Parties thereto, on his ſeparate Account, or to the Eſtate of the ſaid *Abraham Goldſmid*, or bring any Action or Suit for recovering any ſuch Debt or Debts, or compromiſe the ſame, without the Advice and Approbation of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*; but nevertheleſs it was thereby agreed and declared between and by the Parties thereto, that it ſhould be lawful for the Parties thereto, of the Firſt Part, (but ſubject to the Right of Examination therein-after mentioned, if the ſame ſhould be inſiſted upon,) to admit any Perſon or Perſons a Creditor or Creditors, under or by virtue of the ſaid Indenture, for any Debt or Debts claimed by him or them from the ſaid Partnerſhip Eſtate and Effects, or their ſaid ſeparate Eſtate and Effects, upon ſuch Evidence as the ſaid Parties thereto of the Firſt Part ſhould deem reaſonable; and alſo that it ſhould be lawful for the ſaid Parties thereto of the Firſt Part, with the Approbation in Writing of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, but not otherwiſe, to compromiſe the Amount of any Debt claimed by any of the Creditors on the ſaid Funds; and in like Manner that it ſhould be lawful for the ſaid Parties thereto of the Second Part, to admit any Perſon or Perſons a Creditor or Creditors, under or by virtue of the ſaid Indenture, for any Debt or Debts claimed by him or them from the ſeparate Eſtate and Effects of the ſaid *Abraham Goldſmid*, as to them the ſaid Parties thereto of the Second Part ſhould ſeem reaſonable, and with the Approbation in Writing of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, but not otherwiſe, to compromiſe the Amount of any Debts claimed by any Creditor or Creditors on the ſaid Fund; and it was provided and agreed between and by the ſaid Parties thereto, that in caſe of any Difference or Diſpute it ſhould be lawful for the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, to aſcertain and appoint the Fund on which any Claimant or Claimants ought to be deemed Creditor or Creditors, and alſo to ſeparate, diſtinguiſh,

guiſh, and allot the ſeparate from the Partnerſhip Property, and to aſcertain, adjuſt, and ſettle the State of the ſaid Account between the ſaid Two Partnerſhips of the ſaid *Abraham Goldſmid*, *Aaron Goldſmid*, and *Thomas Moxon*, and *Abraham Goldſmid*, *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, for the Purpoſe of dividing the Fund between them, or their Repreſentatives; and it was thereby alſo agreed and declared between and by the Parties thereto, that any Creditor or Creditors who had any Security or Pledge for any Debt or Debts or any Part thereof, ſhould or might execute the ſaid Indenture, without Prejudice to the ſame Security or Securities, and convert the ſame Security or Securities into Money, and receive a Dividend rateably with the other Creditors on ſo much of the ſame Debt or Debts as ſhould not be anſwered or paid out of the Produce of the ſame Security or Securities: And the ſaid Parties thereto of the Firſt and Second Parts did thereby covenant with the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, their Executors, Adminiſtrators, and Aſſigns, in Manner following; (that is to ſay), that when and ſo ſoon as the Monies which ſhould ariſe from the Partnerſhip Effects of the ſaid Parties thereto of the Firſt Part, and the ſeparate Eſtate and Effects late of the ſaid *Abraham Goldſmid*, ſhould be ſufficient to pay Twelve Pounds Ten Shillings for each One hundred Pounds of the Debts payable out of the ſaid Fund, the ſaid Parties thereto of the Firſt and Second Parts ſhould and would make a rateable Dividend to that Amount on the ſaid Debt or Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, and on all the Partnerſhip Debts of the ſeveral Perſons who were Parties thereto of the Fifth Part, without Preference or Priority one to the other, and a further Dividend from Time to Time, ſo often as the Money in hand applicable to the Payment of the ſaid Partnerſhip Debts ſhould bear the Proportion of Twelve Pounds Ten Shillings *per Centum* to the then Capital of the ſaid Partnerſhip Debts, until a full Dividend of Twenty Shillings in the Pound ſhould be made on the Whole of the ſaid Debt of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, and on all the Partnerſhip Debts, to the Parties thereto, or until the Whole of the ſaid Partnerſhip Fund ſhould be exhauſted; and it was thereby provided and agreed, that it ſhould be lawful for the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, to direct an earlier Dividend to be made of the ſaid Partnerſhip Eſtate and Effects, and the ſame ſhould be made accordingly; and it was thereby alſo provided and agreed, that when and ſo often as any ſuch Dividend as aforeſaid ſhould be made of the ſaid Partnerſhip Fund, the ſaid Parties thereto of the Firſt Part ſhould, as ſoon as conveniently might be, make a Dividend of all Monies which ſhould have been received by them the ſaid Parties thereto of the Firſt Part, from their ſeparate Eſtate and Effects, unto and amongſt all the ſeparate Creditors of them the ſaid Parties thereto of the Firſt Part who ſhould execute the ſaid Indenture, after the ſame Rate as that of the Dividend which ſhould have been then laſt made of the ſaid Partnerſhip Effects, or as near to the ſame as Circumſtances would admit; and that then and ſo often as any ſuch Dividend as therein and herein-before is mentioned ſhould be made of the ſaid Partnerſhip Fund, then and ſo often as the Parties thereto of the Second Part ſhould make a Dividend of all Monies which ſhould have come to the Hands of them the ſaid Parties thereto of the Second

Part, on account of the ſeparate Eſtate and Effects of the ſaid *Abraham Goldſmid*, unto and amongſt all the ſeparate Creditors of the ſame Eſtates and Effects of the ſaid *Abraham Goldſmid*, who ſhould execute the ſaid Indenture, after the ſame Rate as that of the Dividend which ſhould have been then laſt made of the ſaid Partnerſhip Effects, or as near thereto as the Circumſtances of the Caſe would admit; but it was thereby expreſsly agreed and declared, that no Dividend ſhould be made of the Fund ariſing from the ſeparate Eſtate and Effects of the Parties thereto of the Firſt Part, or from the ſeparate Eſtate and Effects of the ſaid *Abraham Goldſmid*, without the Conſent and Approbation of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them; and it was thereby provided and agreed, that if the Funds applicable to the Payment of the Debts of the ſaid Partnerſhip, and immediately available to the ſame, ſhould be exhauſted and prove inſufficient to pay Twenty Shillings in the Pound on the whole Amount of the ſaid Debts, and the Funds applicable to the Payment of the ſeparate Debts of the ſaid Parties thereto of the firſt Part, and of the ſaid *Abraham Goldſmid*, ſhould be more than adequate for that Purpoſe, then the Overplus or Exceſs of the Fund applicable to the Payment of the ſaid ſeparate Debts ſhould, ſo far as the ſame ſhould be wanted to make up the Payment of Twenty Shillings in the Pound of the Debts of the ſaid Partnerſhip, be applied in Aid of the Funds applicable towards the ſaid Debts of the ſaid Partnerſhip; and it was thereby agreed and declared between and by the Parties thereto, that if the Funds applicable to the Payment of the ſeparate Debts of the ſaid Parties thereto of the Firſt Part, and of the ſaid *Abraham Goldſmid*, ſhould be adequate to pay a larger Dividend on the ſaid ſeparate Debts of the Parties thereto of the Firſt Part, and of the ſaid *Abraham Goldſmid*, than the ſaid Partnerſhip Fund immediately available would be ſufficient to pay on the Partnerſhip Debts of the ſaid Parties thereto of the Firſt Part, and of the ſaid *Abraham Goldſmid*, then the Funds applicable to the Payment of the ſaid ſeparate Debts ſhould, ſo far as the ſame would extend, to be brought in Aid of the Funds applicable to the Payment of the Debts of the ſaid Partnerſhip, and immediately available for that Purpoſe, ſo as to make the Dividends on the Debts of the ſaid Partnerſhip equal to the Dividends on the ſaid ſeparate Debts, but it ſhould be wholly left to the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, to decide on the Availableneſs or Adequacy of the ſaid Funds, and the Application of ſaid ſeparate Funds, in Manner therein and herein-before mentioned; and it was thereby further agreed and declared between and by the Parties thereto, that if any Part of the Fund applicable for the Payment of the Debts of the ſaid Partnerſhip ſhould remain after anſwering and ſatisfying the Debts of the ſaid Partnerſhip, then the Surplus or Exceſs of the ſaid Funds, if wanted for that Purpoſe, ſhould, ſo far as the ſame would extend, be brought in Aid of the Funds applicable for the Payment of the ſeparate Debts of the ſaid Partners and the ſeparate Debts of the ſaid *Abraham Goldſmid*, according to the reſpective Intereſts of the ſaid Partners and of the ſaid *Abraham Goldſmid* therein; and it was thereby agreed and declared between and by the Parties thereto, that all Debts owing from the ſaid Parties thereto of the Firſt Part, as well on the ſaid Partnerſhip as on their ſaid ſeparate Accounts, and all the Debts owing from the Eſtate and Effects of the ſaid *Abraham Goldſmid*, to the ſeveral Perſons Parties thereto of the Fifth Part,

or

of any of the ſaid Debts, ſhould be ſubmitted to the Examinations of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, if they reſpectively ſhould think proper and require; and for this Purpoſe it was thereby agreed and declared that the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould and might require the ſame Debts to be verified by the Affidavits of the ſame ſeveral Creditors, ſtating the Amount and Conſideration of the ſame, and other Circumſtances relating thereto, which Affidavits ſhould be ſworn before a Maſter Extraordinary in Chancery, or Magiſtrate of the Diſtrict in which the Party from whom the ſame ſhould be required ſhould reſide, and ſhould and might call for ſuch Documents, Vouchers, and Papers from the Perſons whoſe Debts ſhould be ſo under Conſideration, as the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, ſhould think fit, and that the Determination of the ſaid Inſpectors, or any Three of them, ſhould be final, binding, and concluſive on all Parties entitled to any Intereſt or Benefit under the ſaid Indenture; and it was thereby further agreed and declared, that the Amount of the reſpective Debts of the ſaid ſeveral Creditors, Parties thereto, after the ſame ſhould have been determined by the ſaid Inſpectors, or any Three of them, ſhould be written oppoſite to the Signatures of ſuch reſpective Creditors, under different Heads, diſtinguiſhing the Funds or Fund out of which the ſame ſhould be payable; And the ſaid ſeveral Perſons who were Parties thereto of the Firſt Part, did thereby covenant with the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, their Executors and Adminiſtrators, that they the ſaid Parties thereto of the Firſt Part, ſhould and would at any Time thereafter during the Continuance of the ſaid Letter of Licence, upon the Requeſt of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, convey, ſurrender, aſſign, or otherwiſe aſſure all or any Part or Parts of the Real and Perſonal Eſtate and Effects whatſoever and whereſoever, of, in, or to which the ſaid Parties thereto of the Firſt Part, or any of them, were or was ſeiſed, poſſeſſed, intereſted, or entitled, and the Income and Produce of the ſame, either unto any Perſon or Perſons who ſhould purchaſe the ſame, and to whom or to the Uſe of whom the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct the ſame to be conveyed, aſſigned, or ſurrendered, or unto ſuch Perſon or Perſons as the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct the ſame to be conveyed, aſſigned, ſurrendered, or otherwiſe aſſured, for the Purpoſe of ſelling or otherwiſe diſpoſing of the ſame and making the Value and Produce thereof available for the Objects of the ſaid Indenture; and the ſaid ſeveral Perſons who are Parties thereto of the Second Part did covenant with the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, their Executors, Adminiſtrators and Aſſigns, that they the ſaid Parties thereto of the Second Part ſhould and would at any Time thereafter during the Continuance of the ſaid Letter of Licence, upon the Requeſt of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, convey, ſurrender, or aſſign, or otherwiſe aſſure all the Real and

Perſonal Eſtate and Effects whatſoever and whereſoever, of, in, or to which the Parties thereto of the Second Part, or any of them, were or was ſeiſed, poſſeſſed, intereſted, or entitled as Deviſees and Executors of the ſaid *Abraham Goldſmid*, and the Income or Produce of the ſame, to any Perſon or Perſons who ſhould purchaſe the ſame, and to or to the Uſe of whom the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct the ſame to be conveyed, aſſigned, ſurrendered, or otherwiſe aſſured, or unto ſuch Perſon or Perſons as the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct the ſame to be conveyed, aſſigned, ſurrendered, or otherwiſe aſſured, for the Purpoſe of ſelling or otherwiſe diſpoſing of the ſame, and making the Value or Produce of the ſame available for the Objects of the ſaid Indenture: And it was thereby agreed and declared between and by the Parties thereto, that the Money payable for the Purchaſe of any Real or Perſonal Eſtate or Effects which ſhould be ſold under any of the Proviſions of ſaid Indenture, ſhould be paid into the Bank of *England*, and that if the Eſtate or Effects ſo ſold ſhould be the Partnerſhip Property, or the ſeparate Property of the Parties thereto of the Firſt Part, the ſame ſhould be paid "to the Account of "the Parties thereto of the Firſt Part;" and if the Eſtate or Effects ſo ſold ſhould be the Property of the Parties thereto of the Second Part, as Executors or Deviſees of the ſaid *Abraham Goldſmid*, the ſame ſhould be paid "to the Account of the Parties thereto of the Second Part;" and the Receipt of any of the Caſhiers of the Bank of *England*, for any of the ſaid Sums of Money, ſhould effectually diſcharge the Perſon or Perſons to whom the ſame ſhould be given, from being obliged to ſee to the Application, or from being anſwerable for the Miſapplication thereof: And it was thereby provided and declared, that both in reſpect to the Securities to be depoſited, and the Sums to be paid into the Bank of *England* as therein and herein-before is mentioned, Care ſhould be taken to diſtinguiſh thoſe in which the Executors of the ſaid *Benjamin Goldſmid* are intereſted from the others, and particularly the joint Property of the ſaid late Partnerſhip of the ſaid *Benjamin* and *Abraham Goldſmid*, remaining in Specie at the Death of the ſaid *Abraham Goldſmid*, and to have ſeparate Accounts opened and kept for the ſame, and that the Deeds which ſhould be executed by the Parties thereto of the Firſt Part, or the Parties thereto of the Second Part, or any of them, for the Purpoſes laſt therein and herein-before mentioned, or any of them, ſhould contain ſuch Covenants and Agreements by the Parties, or any of them, for the Title to the Property thereby conveyed, aſſigned, or otherwiſe aſſured, and for the quiet Poſſeſſion, free from Incumbrances, and further Aſſurance of the ſame, and all ſuch other Covenants, Clauſes, Powers, Proviſoes, Declarations, and Agreements, as the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct; and it was thereby agreed and declared between and by the Parties thereto, that if in conſequence of any Directions as therein and herein-before is mentioned, the Real and Perſonal Eſtates therein and herein-before mentioned, or any Part thereof, ſhould be conveyed and aſſigned by the ſaid Parties thereto of the Firſt and Second Parts, or any of them, to Truſtees upon Truſt for Sale, then the ſame Truſtees ſhould ſtand and be poſſeſſed of and intereſted in the Monies

ariſing

arising by Sale of the said Estate and Effects, or any Part thereof, upon and for the Trusts, Intents, and Purposes which the same Monies would have been applicable unto in the Hands of the said Parties thereto of the First and Second Parts if such Sales had been effected by them the said Parties thereto of the First and Second Parts, but the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or any of them, should have full Power and Authority to remove the said Trustees, or any of them, and to substitute One or more Person or Persons in their or any of their Stead, or to act in Conjunction with them; and it was thereby provided and agreed, that as between the said Parties thereto of the First Part, and the Estate and Effects of the said *Abraham Goldsmid*, and the Estate and Effects of the said *Benjamin Goldsmid*, nothing therein expressed and contained should be construed to alter or vary the Interests of the said several Parties thereto of the First Part, and the Interest of the said Parties thereto of the Second Part as Executors and Devisees of the said *Abraham Goldsmid*, and of the Parties thereto of the Fourth Part, as the Executors of the said *Benjamin Goldsmid*, except that the Management of the Estate of the said *Abraham* and *Benjamin Goldsmid* was to be carried on under the Trusts and Powers of the said Indenture; and that if any of the several Funds therein-before mentioned should be resorted to out of its Course, for any of the Purposes therein and herein-before mentioned, the Amount of what should be so subtracted from it should be made good to it out of the Fund in Aid of which such Subtractions should have been made; and it was thereby agreed and declared between and by the Parties thereto, that in case of Difference or Dispute, all unsettled Accounts, Reckonings, and Transactions whatsoever between the Estates of the said *Benjamin Goldsmid* and the said *Abraham Goldsmid*, should, when and so often, and so far as the Circumstances of the Case would admit, be referred to the Arbitrament and Determination of Three Persons, One of whom should be chosen by the said Inspectors or Inspector for the Time being, and another by the Executors or Administrators of the said *Benjamin Goldsmid*, and the Third by the Two Persons who should be so first chosen, and that the said Arbitrators, or any Two of them, should certify, by Writing under their Hands, whether any and what Balance was in their Judgement due from the Estate and Effects of the said *Abraham Goldsmid* to the Estate and Effects of the said *Benjamin Goldsmid*, or from the Estate and Effects of the said *Benjamin Goldsmid* to the Estate and Effects of the said *Abraham Goldsmid*, and such Certificate should be binding, final, and conclusive upon all the Parties thereto; and that if it should be found that a Balance was due from the Estate and Effects of the said *Abraham Goldsmid* to the Estate and Effects of the said *Benjamin Goldsmid*, then the said Parties thereto of the Fourth Part, as such Executors of the said *Benjamin Goldsmid* should be Creditors on the separate Estate and Effects of the said *Abraham Goldsmid* for the Amount of the said Balance, and should be paid rateably and proportionally with the said Creditors on the said Fund: And it was thereby further agreed and declared between and by the Parties thereto, that in case the said Parties thereto of the Fourth Part should find it necessary or deem it advisable to act under the Sanction of a Court of Equity in carrying into Effect the proposed Arrangement for the Adjustment of the said unsettled Accounts, such of the Parties thereto who should be a

neceſſary or proper Party to a Suit to be inſtituted in the ſaid Court for the Purpoſe aforeſaid, ſhould concur therein and promote the Object thereof, and that nothing therein contained ſhould interfere with or in any Manner operate againſt any Directions reſpecting the Eſtate of the ſaid *Benjamin Goldſmid*, which in ſuch a Suit or otherwiſe ſhould be given or made by any of His Majeſty's Courts of Equity: And it was thereby agreed and declared between and by the Parties thereto, that if any of the Parties thereto of the Firſt Part ſhould in the Judgement of the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, make Default in performing all or any of the Covenants, Stipulations, and Agreements therein and herein-before mentioned, which it was or ſhould be incumbent on ſuch Perſons to perform, and the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould certify ſuch Default by Writing under their Hands indorſed on the ſaid Indenture, or a Duplicate thereof, ſuch Certificate ſhould be concluſive Evidence of the Fact, and then immediately thenceforth every Article, Clauſe, Matter, and Thing therein-before contained, which reſtrain the ſaid Creditors, or any of them, from ſuing or enforcing Payment of their reſpective Debts from the Perſon ſo making Default, ſhould ceaſe, determine, and be utterly void to all Intents and Purpoſes whatſoever; but nevertheleſs the Covenants and Agreements therein-before entered into by the Party making Default as aforeſaid, ſhould, in reſpect to him, and all Perſons claiming under him, be in full Force and Effect, but ſo as not to diſturb the Arrangement thereby made or intended to be made of the Partnerſhip or ſeparate Property of ſuch Perſon; And it was thereby agreed and declared between and by the Parties thereto, that the Inſpectors named therein and to be appointed as therein-after was mentioned, ſhould keep or cauſe to be kept Minutes of all their Proceedings and Tranſactions in and about the Matters aforeſaid, which ſhould be acceſſible at all reaſonable Times to the ſaid Creditors or any of them: And it was thereby further agreed and declared between and by the Parties thereto, that it ſhould be lawful for the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, to direct by what Number and by which One or more of them any of the Powers and Authorities therein before given to them might be exerciſed, except only in reſpect to the Powers and Authorities to the Exerciſe of which the Concurrences of Three or Two of them was therein-before made neceſſary; and further, that it ſhould be lawful for the ſaid Inſpectors for the Time being, or any Three of them, to direct the Coſts, Charges, and Expences incurred previouſly to and attending the Execution thereof, and the Arrangement intended to be made thereby, and the Coſts, Charges, and Expences which ſhould be incurred in the Execution of the Truſts and Purpoſes aforeſaid, and out of which Fund the ſame ſhould be paid; and to make ſuch Allowance to the Parties thereto of the Firſt Part, or to their reſpective Families, and to the Family of the ſaid *Abraham Goldſmid*, for their reſpective Maintenance and Support, as to the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould ſeem reaſonable, yet ſo that the Monies to be allowed for Maintenance to each of the Families and to the Family of the ſaid *Abraham Goldſmid*, ſhould be paid ſo far as might be practicable out of the ſeparate Eſtate and Effects of the Party to whom,

or to whose Family such Allowance should be made; and it was thereby agreed and declared between and by the Parties thereto, that if the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or any of them, or any Person to be chosen an Inspector in their or any of their Places or Stead, as therein and herein-after is mentioned, should depart this Life, or decline to act or become incapable of acting in the said Inspectorship, or desire any Person or Persons to be associated with them or him in the same, then and in such Case, and so often as the same should happen, it should be lawful for the Lords Commissioners of His Majesty's Treasury for the Time being, to nominate and appoint any Person or Persons to be an Inspector or Inspectors in the Place or Stead of the Person or Persons who should so die or decline or become incapable to act as aforesaid, or to act in Conjunction with the Inspector or Inspectors for the Time being; and that every Inspector so to be appointed as lastly herein-before mentioned should have such and the like Powers and Authorities in every respect as the Person in whose Room he should have been appointed, or in Conjunction with whom he should have been appointed: And it was thereby provided and agreed that the Inspectors nominated thereby, and to be thereafter appointed as therein and herein-before is mentioned, should not incur any Responsibility by their Direction or Management of the Affairs intended to be put under their Inspection, or be answerable or accountable for the Acts, Neglects, or Defaults of any Person employed by them; and that it should be lawful for the said Inspectors, out of the Monies which under the Provisions of the said Indenture should be placed under their Direction and Controul, to retain to themselves, and allow to the other or others of them, all Costs, Charges, and Expences which they should sustain or be put to by reason or in consequence of the said Inspectorship or Management of the Affairs of the said Parties thereto of the First and Second Parts: And it was thereby agreed and declared, that in case any Question, Matter, or Thing should arise in the Management, Regulation, or Conduct of the Partnership, or separate Estate and Effects of the said Parties thereto of the First Part, or of the said *Abraham Goldsmid*, which was not expressly and distinctly provided for thereby, or in case the Inspectors for the Time being under the said Indenture should not be able to determine and agree upon the Line of Conduct to be pursued by them, or by the said Parties thereto, or any of them, in the Matters and Things herein-before mentioned, or any of them, then and in every such Case, and so often as the same should happen, it should be lawful for the said Inspectors for the Time being to call a Meeting of the Parties thereto of the Fifth Part, or their respective Representatives, by Fourteen Days Notice in *The London Gazette*, and to submit such Question, Matter, or Thing, to the Consideration of the Persons who might be present at such Meeting, and that the Determination of the major Part in Number, and Value of the Creditors present at such Meeting should be binding and conclusive on all Persons entitled to any Benefit under the said Indenture; and further, that if any Question should arise on the true Construction of the said Indenture, or any Clause or Provision therein contained, which, in the Opinion of the Inspectors for the Time being, should appear doubtful, it should be lawful to the said Inspectors to submit the same Question to His Majesty's Attorney and Solicitor General for the Time being; and in case of a Difference of Opinion

nion between them, then to the Opinion of ſome one Perſon appointed by the ſaid Attorney and Solicitor General, and the Deciſion ſo obtained ſhould be binding and concluſive on all Parties entitled to any Benefit under the ſaid Indenture: And laſtly, the ſaid Parties thereto of the Firſt and Second Parts did thereby declare and direct, that all and every Perſons and Perſon in whom any Real or Perſonal Eſtate whatſoever of the Parties thereto of the Firſt Part, or any of them, or of them the ſaid Parties thereto of the Second Part, as Executors or Deviſees of the ſaid *Abraham Goldſmid*, then was, or thereafter ſhould or might be veſted for any Eſtate, Term, or Intereſt whatſoever, or who had or ſhould have any Charge or Lien thereupon, ſhould ſtand and be poſſeſſed of and intereſted in the ſaid Eſtate, Terms, Charges, Intereſts, or Liens, upon Truſt, to convey, aſſign, and diſpoſe of the ſame as the ſaid *Thomas Bainbridge*, *Alexander Baring*, *William Joſeph Deniſon*, and *George Ward*, or any Three of them, ſhould direct or appoint; and in Default of ſuch Direction or Appointment, upon ſuch Truſts as would be moſt ſubſervient to the Truſts, Intents, and Purpoſes therein before expreſſed and contained of and concerning the ſame, and facilitate the Execution of the ſame: And whereas the Arrangement intended or agreed to be made by the ſaid Indenture of the Twenty ſeventh Day of *November* One thouſand eight hundred and ten, will greatly facilitate the Payment of the ſaid Crown Debt of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, and by reaſon thereof it is expedient and neceſſary that the ſaid Arrangement ſhould be carried into Execution: May it therefore pleaſe 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 Indenture of Five Parts, bearing Date the Twenty-ſeventh Day of *November* One thouſand eight hundred and ten, and all the Covenants and Agreements, Powers, Proviſoes, Clauſes, Matters, and Things therein expreſſed and contained, ſhall be, and the ſame are hereby ratified, confirmed, and eſtabliſhed: Provided always, that nothing herein contained ſhall give Effect to any Clauſe contained in the ſaid Will of the ſaid *Abraham Goldſmid*, for ſettling the Balance of the Accounts between them and his ſaid Brother *Benjamin Goldſmid*, ſo far as any ſuch Clauſe may be prejudicial to the Intereſts of the Creditors of either of them the ſaid *Benjamin* or *Abraham Goldſmid*.

Confirming and eſtabliſhing Indentures and Agreements.

II. And it is hereby further enacted, That the ſaid Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, and every Claim and Demand of the Crown upon the Eſtate and Effects of the ſaid *Abraham Goldſmid*, or of his ſaid reſpective ſurviving Partners on account of the ſame, ſhall be paid, diſcharged, and liquidated upon the Terms and Conditions, and in the Manner and ſubject to the Power of Defeazance and other Regulations acceded to and ſtipulated for by the ſaid Right Honourable *Spencer Perceval*, and mentioned and recited in the ſaid Indenture, according to the true Intent and Meaning of the ſame, as if all ſuch Terms, Conditions, Powers, Authorities, Defeazances, and Regulations were herein particularly and ſeverally and ſeparately enacted in this Act as they are in the ſaid Indenture recited and ſet forth.

The Debt due to the Crown ſhall be diſcharged, under the Conditions ſtipulated.

III. And

III. And be it further enacted, That the Purchaſer or Purchaſers of any of the Eſtate or Effects of the ſaid *Abraham Goldſmid*, or of the ſaid *Aaron Goldſmid*, or of the ſaid *Thomas Moxon*, or of the ſaid *Nathan Salomons*, under the Truſts or Directions of the ſaid Indenture of the Twenty-ſeventh Day of *November* One thouſand eight hundred and ten, paying his, her, or their Purchaſe Money, and all other Perſons whoſoever paying Money, or transferring or delivering any Stocks, Funds, or Securities, or other Effects whatſoever under the ſaid Truſts or Proviſions, and in the Manner preſcribed by the ſame, ſhall not in anywiſe be liable to the Prerogative or other Rights or Remedies of the Crown, for or on account of the ſaid Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, or any Part thereof; and that all and every the Perſons or Perſon whoſoever to whom any Eſtates or Effects of the ſaid *Abraham Goldſmid* or his reſpective ſurviving Partners, ſhall be conveyed or aſſigned under the Truſts or Directions of the ſaid Indenture of the Twenty-ſeventh Day of *November* One thouſand eight hundred and ten, and in the Manner preſcribed by the ſame, and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall hold and enjoy the ſaid Eſtate and Effects, and every of them, freed, acquitted, and abſolutely diſcharged of and from the ſaid Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, and all Actions, Suits, Claims, and Demands whatſoever, which if this Act had not been made, His Majeſty, His Heirs or Succeſſors, might or could have in or upon the ſaid Eſtate and Effects or any of them, on account of the ſaid Sum of Four hundred and ſixty-ſix thouſand ſeven hundred Pounds, under any Statute, Law, or Uſage whatſoever.

Diſcharging Eſtates and Effects ſold under the Directions of the Indenture from Claims from the Crown.

IV. And be it further enacted, That it ſhall and may be lawful to and for the Lords Commiſſioners of His Majeſty's Treaſury, or any Three of them, at any Time hereafter to inveſtigate the Conduct of the ſaid *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, and of the Perſonal Repreſentatives of the ſaid *Abraham Goldſmid*, deceaſed, by ſuch Means as they ſhall deem proper, as to the Management and Appropriation of the joint and ſeparate Property of the ſaid late Partnerſhips, and of the Individuals compoſing the ſame; and if upon ſuch inveſtigating they ſhall approve and be ſatisfied with ſuch Conduct, it ſhall and may be lawful for the ſaid Lords Commiſſioners, or any Three of them, by Writing under their Hands and Seals, to declare and pronounce the ſaid *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, as to their Perſons and future Property, and alſo the ſaid Perſonal Repreſentatives as ſuch Repreſentatives, acquitted and diſcharged of and from any future Claim on the Part of His Majeſty or any of His Succeſſors, on account or in reſpect of the ſaid Debt or Sum of Four hundred and ſixty-ſix thouſand and ſeven hundred Pounds, or ſo much thereof as ſhall then remain due and unſatisfied; and it is hereby declared, that from and after ſuch Declaration ſo to be ſigned and ſealed by the ſaid Lords Commiſſioners, or any Three of them, the ſaid *Aaron Goldſmid*, *Thomas Moxon*, and *Nathan Salomons*, as to their Perſons and future Property, and alſo the ſaid Perſonal Repreſentatives as ſuch Repreſentatives, ſhall be as fully and effectually diſcharged, to all Intents and Purpoſes, from the ſaid Debt or Sum of Four hundred and ſixty-ſix thouſand and ſeven hundred Pounds, as if the ſame had been fully paid and ſatisfied; any Statute or Law to the contrary thereof in anywiſe notwithſtanding:

The Treaſury to inveſtigate the Conduct of the Repreſentatives of the late Abraham Goldſmid.

withſtanding: Provided nevertheleſs, that nothing herein contained ſhall be conſtrued, deemed, or taken to limit or affect the Right of His Majeſty as to the Property, Eſtate, and Effects conveyed and aſſigned by the ſaid Indenture of the Twenty-ſeventh Day of *November* One thouſand eight hundred and ten, or mentioned or intended ſo to be.

Public Act. V. And be it further enacted, That this Act ſhall be deemed, adjudged, and taken to be a Public Act, and ſhall be judicially taken Notice of as ſuch by all Judges, Juſtices, and others, without ſpecially pleading the ſame.

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