ANNO QUINQUAGESIMO QUINTO

GEORGII III. REGIS.

CAP. CXCV.

An Act for exonerating the Estates and Effects of the late Sir *James Colebrooke*, the late Sir *George Colebrooke*, *Arnold Nesbitt*, Sir *Samuel Fludyer*, *Adam Drummond*, and *Moses Franks*, and of their Sureties, from all Claims and Demands whatsoever, in respect of any Contracts entered into with His Majesty's Government. [12th *July* 1815.]

WHEREAS by certain Articles of Agreement indented, bearing Date on or about the Thirtieth Day of *October* One thousand seven hundred and fifty-eight, and made between the then Lords Commissioners of His Majesty's Treasury of the one Part, and *Arnold Nesbitt* deceased, and *James Colebrooke* Esquire, afterwards Sir *James Colebrooke* Baronet, now also deceased, of the other Part, the said *Arnold Nesbitt* and *James Colebrooke* entered into certain Contracts and Engagements for victualling His Majesty's Troops and Garrisons of *Louisburgh* and *Saint John*, for the Term and under the Stipulations and Engagements in such Agreement contained, and a certain Bond or Obligation bearing Date the Thirty-first Day of *October* One thousand seven hundred and fifty-eight, was made and executed by the said *Arnold Nesbitt* and *James Colebrooke*, together with *Albert Nesbitt* deceased, and *George Colebrooke*, (afterwards Sir *George Colebrooke* Baronet) also deceased, as their Sureties unto His present Majesty in the penal Sum of Thirty thousand Pounds, with a Condition for the due Performance of the said Articles of Agreement: And whereas by certain other Articles of Agreement bearing Date on or about the Fifteenth Day of *March* One thousand seven hundred and fifty-nine, and made between the then Lords Commissioners of His Majesty's

Contract, dated Oct. 30, 1758.

Contract, dated March 15, 1759.

Majesty's Treasury of the one Part, and the said *James Colebrooke* and *Arnold Nesbitt* of the other Part, the said *James Colebrooke* and *Arnold Nesbitt* entered into certain Contracts and Agreements for remitting Money to *Louisburgh* aforesaid, for the Use of His Majesty, for the Term and under the Stipulations and Engagements in such Agreement contained, and a certain Bond or Obligation in Writing, bearing Date the Twenty-eighth Day of *April* in the said Year One thousand seven hundred and fifty-nine, was made and executed by the said *James Colebrooke* and *Arnold Nesbitt*, together also with the said *George Colebrooke* and *Albert Nesbitt*, as their Sureties, unto His present Majesty, in the penal Sum of Twenty thousand Pounds, with a Condition thereunder written for the due Performance of the said last mentioned Articles of Agreement: And whereas by certain other Articles of Agreement indented, bearing Date on or about the Twentieth Day of *December*, in the said Year One thousand seven hundred and fifty-nine, and made between the then Lords Commissioners of His Majesty's Treasury of the one Part, and the said Sir *James Colebrooke*, *Arnold Nesbitt*, and Sir *George Colebrooke*, and *Moses Franks*, also deceased, of the other Part, they the said Sir *James Colebrooke*, *Arnold Nesbitt*, Sir *George Colebrooke*, and *Moses Franks*, deceased, entered into certain Contracts and Engagements for supplying Provisions for His Majesty's Forces then in *North America*, for the Term and under the Stipulations and Engagements in such Agreement contained; and a certain Bond or Obligation in Writing bearing Date the Thirty-first Day of *January* One thousand seven hundred and sixty, was made and executed by the said Sir *James Colebrooke*, *Arnold Nesbitt*, Sir *George Colebrooke*, and *Moses Franks*, together with *John Lessingham*, *Henry Thrale*, *Samuel Turner*, and *Aaron Franks*, all deceased, as their Sureties unto His present Majesty, in the penal Sum of Two hundred thousand Pounds, with a Condition thereunder written for the due Performance of the said last-mentioned Articles of Agreement: And whereas by certain other Articles of Agreement indented, bearing Date the Twenty-seventh Day of *February* One thousand seven hundred and sixty, and made between the then Lords Commissioners of His Majesty's Treasury of the one Part, and the said Sir *James Colebrooke* and *Arnold Nesbitt* of the other Part, they the said Sir *James Colebrooke* and *Arnold Nesbitt* entered into certain Contracts and Engagements for supplying His Majesty's Forces then in the Island of *Guadaloupe* with Provisions, for the Term and under the Stipulations and Engagements in such Agreement contained; and a certain Bond or Obligation in Writing, bearing Date the Twentieth Day of *March* in the same Year One thousand seven hundred and sixty, was made and executed by the said Sir *James Colebrooke* and *Arnold Nesbitt*, together with the said *James Lessingham* and *Henry Thrale*, as their Sureties unto His present Majesty, in the penal Sum of Twenty thousand Pounds, with a Condition thereunder written for the due Performance of the said last-mentioned Articles of Agreement: And whereas by certain other Articles of Agreement indented, bearing Date the Twenty-first Day of *March* One thousand seven hundred and sixty-one, and made between the then Lords Commissioners of His Majesty's Treasury of the one Part, and the said Sir *James Colebrooke*, *Arnold Nesbitt*, *George Colebrooke*, and *Moses Franks*, of the other Part, they the said Sir *James Colebrooke*, *Arnold Nesbitt*, *George Colebrooke*, and *Moses Franks* entered into certain Contracts and Engagements for victualling His Majesty's Forces at *Quebec*, for the Term and under the Stipulations

Contract, dated Dec. 20, 1759.

Contract, dated Feb. 27, 1760.

Contract, dated March 21, 1761.

Stipulations and Engagements in such Contract contained; and a certain Bond or Obligation in Writing, bearing Date the Fifteenth Day of *April* One thousand seven hundred and sixty-one, was made and executed by the said Sir *James Colebrooke*, *Arnold Nesbitt*, *George Colebrooke*, and *Moses Franks*, together with the said *John Lesfingham*, *Henry Thrale*, and *Samuel Turner*, and *Aaron Franks*, as their Sureties to His present Majesty, in the penal Sum of Fifty thousand Pounds, with a Condition thereunder written for the due Performance of the said last-mentioned Articles of Agreement: And whereas by certain other Articles of Agreement indented, bearing Date respectively the Thirteenth Day of *April* One thousand seven hundred and sixty-four and Day of One thousand seven hundred and sixty-five, and made between the then Lords Commissioners of His Majesty's Treasury of the one Part, and Sir *Samuel Fludyer* Baronet, deceased, and the said *Moses Franks* and *Adam Drummond* of the other Part, they the said Sir *Samuel Fludyer*, *Moses Franks*, and *Adam Drummond* entered into certain Contracts and Agreements for victualling His Majesty's Forces in *North America*, for the Term and under the Stipulations and Engagements in such Agreements contained: And whereas by certain other Articles of Agreement indented, bearing Date the Fourteenth Day of *July* One thousand seven hundred and sixty-six, and made between the then Lords Commissioners of His Majesty's Treasury of the one Part, and the said *Arnold Nesbitt*, *Adam Drummond*, and *Moses Franks*, of the other Part, they the said *Arnold Nesbitt*, *Adam Drummond*, and *Moses Franks* entered into certain Contracts and Engagements for victualling His Majesty's Forces in *North America*, for the Term and under the Stipulations and Engagements in such Agreement mentioned and contained: And whereas some Time after the Determination of the several Contracts hereinbefore stated, various Reports in relation thereto respectively were from Time to Time made by the Comptrollers of the Army Accounts, and by the Commissioners for the Time being for auditing the Public Accounts of this Kingdom, and on all Contracts for victualling hereinbefore stated, various Sums of Money to a large Amount by the said Commissioners were reported to be due and coming unto His Majesty, as Balances of Account from the several Contractors hereinbefore named respectively, and their respective Sureties; but upon the hereinbefore mentioned Contract for remitting Money to *Louisburg* for His Majesty's Use, a Sum of Two thousand six hundred and sixty three Pounds Seventeen Shillings and Ten-pence, was reported to be due and owing on the Balance of Account from His Majesty unto the Contractors in such last mentioned Contract named: And whereas all the Parties to the Contracts and Bonds or Obligations hereinbefore stated have departed this Life: And whereas Delays and Difficulties arose as to the final Adjustment and Settlement of the Accounts hereinbefore referred unto by reason of the Loss by Fire of the Vouchers and Documents relating thereunto, or unto some Parts thereof, and in consequence of the Death and Bankruptcy and Insolvency of some of the Parties liable to such Accounts, and also in consequence of various Differences which arose as to certain Charges and Surcharges made by the Auditors of Public Accounts several Years ago, in respect of the several Accounts relative to the victualling Contracts hereinbefore stated, and which afterwards became the Subject of legal Controversy and Proceedings for many Years in His Majesty's Court of Exchequer: And whereas various Difficulties occurring in respect

Contract, dated April 13, 1764.

Contract, dated July 14, 1766.

A Balance of 2,663l. 17s. 10d. due to the Contractors.

reſpect of the ſaid legal Proceedings in the Court of Exchequer, the ſame have been ſuſpended for ſeveral Years, and the ſaid ſeveral Accounts have not yet been adjuſted but are ſtill outſtanding and unſettled: And whereas the ſaid *Arnold Neſbitt*, one of the Contractors hereinbefore named, departed this Life ſome Years ago, leaving certain Real and Perſonal Eſtates ſubject to the Claim of the Crown as aforeſaid, and *John Neſbitt* of *Bolton Street*, *Piccadilly*, Eſquire, is the ſurviving Executor named in the laſt Will and Teſtament of the ſaid *Arnold Neſbitt*: And whereas the ſaid Sir *James Colebrooke*, one other of the Contractors hereinbefore named, departed this Life many Years ago, leaving certain Perſonal and Real Eſtates ſubject to the Claims of the Crown as aforeſaid, and Dame *Mary Colebrooke* the Executrix named in the laſt Will and Teſtament of the ſaid Sir *George Colebrooke*, who was the ſurviving Executor named in the laſt Will and Teſtament of the ſaid Sir *James Colebrooke*, is the Perſonal Repreſentative of the ſaid Sir *James Colebrooke* deceaſed, and *Emma* Counteſs of *Tankerville*, the Wife of *Charles* Earl of *Tankerville*, and *Mary Aubrey* deceaſed, late the Wife of Sir *John Aubrey* Baronet, were the Daughters and Coheireſſes at Law of the ſaid Sir *James Colebrooke*, and Perſons beneficially intereſted in the Real Eſtates of the ſaid Sir *James Colebrooke* deceaſed: And whereas the ſaid Sir *George Colebrooke*, one other of the Contractors hereinbefore named, departed this Life many Years ago, and the ſaid Dame *Mary Colebrooke* his Widow and Executrix of his laſt Will is the Perſonal Repreſentative of the ſaid Sir *George Colebrooke* deceaſed, but the ſaid Sir *George Colebrooke* ſome Time previous to his death, (to wit) in the Year One thouſand ſeven hundred and ſeventy-ſeven, became a Bankrupt, and the Moſt Noble *James* Marquis of *Saliſbury*, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, and *John Dawes*, Eſquires, and other Perſons, are ſeverally and reſpectively beneficially intereſted in and entitled unto divers Parts of the Real Eſtates late of the ſaid Sir *George Colebrooke* which were ſubject to the Claims of the Crown as aforeſaid, as having ſeverally and reſpectively been Purchaſers thereof, or deriving Title from thoſe who did purchaſe the ſame: And whereas the ſaid *Moſes Franks*, one other of the Contractors hereinbefore named, departed this Life inteſtate ſome Years ago, leaving certain Perſonal and Real Eſtates ſubject to the Claims of the Crown as aforeſaid, and Dame *Iſabella Bell Cooper* the Wife of the Rev. Sir *William Henry Cooper* Baronet, the only Child of the ſaid *Moſes Franks*, is the Adminiſtratrix and Perſonal Repreſentative of the ſaid *Moſes Franks*: And whereas the ſaid Sir *Samuel Fludyer*, one other of the Contractors hereinbefore named, departed this Life many Years ago, leaving certain Perſonal and Real Eſtates ſubject to the Claims of the Crown as aforeſaid, and *George Fludyer* Eſquire being the ſole Executor named in the laſt Will of *George Brudenel* Eſquire, who was the ſurviving Executor named in the laſt Will of the ſaid Sir *Samuel Fludyer*, is the Perſonal Repreſentative of the ſaid Sir *Samuel Fludyer*, and Sir *Samuel Brudenel Fludyer* Baronet, the eldeſt Son of Sir *Samuel Fludyer*, is intereſted in or entitled unto the Real Eſtates late of the ſaid Sir *Samuel Fludyer* deceaſed: And whereas the ſaid *Adam Drummond*, one other of the Contractors hereinbefore named, departed this Life many Years ago, leaving certain Perſonal and Real Eſtates ſubject to the Claims of the Crown as aforeſaid, and the ſaid *John Drummond* is the Perſonal Repreſentative of the ſaid *Adam Drummond*, and is alſo beneficially intereſted in and entitled unto the Eſtates late of the ſaid *Adam Drummond* deceaſed:

And

And whereas the ſaid *John Neſbitt*, on Behalf of himſelf and the ſeveral other Perſons intereſted in the Adjuſtment and Settlement of the Outſtanding Accounts relative to the Contracts hereinbefore ſtated, 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 Eſtates, Hereditaments, and Premiſes late of and belonging to the ſaid *Arnold Neſbitt*, Sir *James Colbrooke*, Sir *George Colebrooke*, Sir *Samuel Fludyer*, *Moſes Franks*, and *Adam Drummond* deceaſed, ſeverally and reſpectively from the Claims of the Crown againſt the ſame Eſtates, Hereditaments, and Premiſes, and offering the Sum of Fifty thouſand Pounds as a Conſideration for ſuch an Exoneration, and the ſaid *John Neſbitt*, Dame *Mary Colebrooke*, *Charles* Earl of *Tankerville*, and *Emma* his Wife, and the ſaid Sir *John Aubrey* alſo propoſed to abandon and yield up unto His Majeſty all Claims and Demands in reſpect of the Sum of Two thouſand ſix hundred and ſixty-three Pounds Seventeen Shillings and Ten-pence appearing due from the ſaid Account of the ſaid Parties for remitting Money to *Louiſburg* from the Eighth Day of *March* One thouſand ſeven hundred and fifty-nine to the Twenty-firſt Day of *October* One thouſand ſeven hundred and ſixty-ſeven: And whereas it has been agreed by and between the ſaid *John Neſbitt*, Dame *Mary Colebrooke*, *Charles* Earl of *Tankerville* and *Emma* his Wife, Sir *John Aubrey*, the Reverend Sir *William Henry Cooper* and *Iſabella Bell* his Wife, *George Fludyer*, and Sir *Samuel Brudenel Fludyer*, *John Drummond*, and the ſaid *James* Marquis of *Saliſbury*, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, and *John Dawes*, that the Sum of Fifty thouſand Pounds, ſo propoſed to be paid to His Majeſty, ſhould or ought to be charged upon the Eſtates, Hereditaments, and Premiſes late of the ſaid *Arnold Neſbitt*, Sir *James Colebrooke*, Sir *George Colebrooke*, *Moſes Franks*, Sir *Samuel Fludyer* and *Adam Drummond* ſeverally and reſpectively in the Proportions following, (that is to ſay) that the Sum of Thirteen thouſand three hundred and ninety-ſix Pounds ſhould or ought to be charged upon the Eſtates late of the ſaid *Arnold Neſbitt* deceaſed, the Sum of Five thouſand ſeven hundred and ten Pounds upon the Eſtates late of the ſaid Sir *James Colebrooke* deceaſed, the Sum of Thirteen thouſand three hundred and eighteen Pounds upon the Eſtates late of the ſaid *Moſes Franks* deceaſed, the Sum of Two thouſand and ninety-three Pounds upon the Eſtates late of the ſaid Sir *Samuel Fludyer* deceaſed, the Sum of Nine thouſand ſeven hundred and ſeventy-three Pounds upon the Eſtate late of the ſaid *Adam Drummond* deceaſed, and the Sum of Five thouſand ſeven hundred and ten Pounds upon the Eſtates late of the ſaid Sir *George Colebrooke* deceaſed, the ſaid laſt mentioned Sum being divided among and contributed and paid by the ſeveral Perſons intereſted in or entitled unto the ſaid Eſtates, late of the ſaid Sir *George Colebrooke*, rateably and in Proportion according to the Value thereof, to be ſettled and adjuſted by His Majeſty's Court of Exchequer in Manner hereinafter mentioned in caſe of Diſagreement among the Parties: And whereas Part of the Perſonal Eſtates of the ſaid *Moſes Franks* at the Time of his Deceaſe, conſiſted of the Principal Sum of Five thouſand Pounds, Part of a Mortgage for Twenty thouſand Pounds on the Eſtate of the ſaid *Arnold Neſbitt* in the Iſland of *Jamaica* made to *Abraham Prado* Eſquire, which ſaid Sum of Five thouſand Pounds together with all Intereſt due thereon from the Twenty-ſixth Day of *July* One thouſand eight

To exonerate the Eſtates of the Perſons herein mentioned, 50,000l. is offered, and the Crown acquitted of the Balance due to the Contractors of 2,663l. 17s. 10d.

eight hundred and one, is now due and owing from the Eſtate of the ſaid *Arnold Neſbitt* to the Eſtate of the ſaid *Moſes Franks*, and is ſubject to the Payment of his Debts, and which Principal and Intereſt computed to the Twenty-ſixth Day of *January* laſt, after a Deduction of the Property Tax, amounts to the Sum of Eight thouſand two hundred and ſixty-one Pounds Ten Shillings, and it has been ordered by the High Court of Chancery, in a Cauſe depending in the ſaid Court, that the ſaid Principal Sum of Five thouſand Pounds and Intereſt ſhall be applied towards Payment of the ſaid Sum of Thirteen thouſand three hundred and eighteen Pounds, the Proportion of the ſaid Sum of Fifty thouſand Pounds charged upon the Eſtates of the ſaid *Moſes Franks*: And whereas the ſaid *Moſes Franks* died, ſeized in Fee of One-third Part of a Freehold Eſtate in the Iſland of *Jamaica*, called the *Duckenfield Hall Eſtate*, which after the Death of the ſaid *Moſes Franks* was releaſed and conveyed to *Jacob Henry Franks* Eſquire, as a Security by way of Mortgage for the Principal Sum of Twenty thouſand Pounds due and owing from the ſaid *Moſes Franks*, at the Time of his Death, to the ſaid *Jacob Henry Franks*: And whereas the Manor of *Ickleſham*, and divers Lands, Tenements, and Hereditaments, in *Ickleſham* and elſewhere, in the County of *Suſſex*, the Freehold Eſtates late of the ſaid *Arnold Neſbitt*, were charged by way of Mortgage with the Payment of the Principal Sum of Twenty-ſix thouſand Pounds with lawful Intereſt, by the ſaid *Arnold Neſbitt* in his Lifetime, and which ſaid Mortgage has been and now ſtands transferred to the ſaid *Jacob Henry Franks*: And whereas the ſaid *Jacob Henry Franks* has agreed that the Sum of Four thouſand Pounds, Part of the ſaid Principal Sum of Twenty-ſix thouſand Pounds, ſhall be deducted from his ſaid Mortgage, and applied in further Part Payment of the ſaid Sum of Thirteen thouſand three hundred and eighteen Pounds, on having the ſaid Eſtate late of the ſaid *Moſes Franks*, in the Iſland of *Jamaica*, exonerated from the ſaid Claims of the Crown, in reſpect of the ſaid Contracts and Bonds, to which the ſaid *Moſes Franks* was a Party as aforeſaid; and the ſaid *John Neſbitt*, the ſaid *Charles* Earl of *Tankerville* and *Emma* his Counteſs, the ſaid Sir *John Aubrey*, the ſaid *George Fludyer*, and Sir *Samuel Brudenel Fludyer*, and the ſaid *John Drummond*, have agreed, in Eaſe and Exoneration of the Eſtate of the ſaid *Moſes Franks*, to raiſe among themſelves the Sum of One thouſand and fifty-ſix Pounds Ten Shillings, the Remainder of the ſaid Sum of Thirteen thouſand three hundred and eighteen Pounds, in the following Proportions, (that is to ſay) the Sum of Four hundred and fifty-ſix Pounds Ten Shillings to be paid by the ſaid *John Neſbitt*, the Sum of One hundred and ninety-four Pounds to be paid by the ſaid *Charles* Earl of *Tankerville* and *Emma* his Counteſs and the ſaid Sir *John Aubrey*, the Sum of Three hundred and thirty-two Pounds to be paid by the ſaid *John Drummond*, and the Sum of Seventy-four Pounds to be paid by the ſaid *George Fludyer* and Sir *Samuel Brudenel Fludyer*; ſo that the Eſtates of the ſaid *Arnold Neſbitt* are by ſuch Agreement among the Parties become liable to pay of the ſaid Sum of Fifty thouſand Pounds, not only the ſaid Sum of Thirteen thouſand three hundred and ninety-ſix Pounds, but the ſaid Sum of Eight thouſand two hundred and ſixty-one Pounds Ten Shillings, Four thouſand Pounds, and Four hundred and fifty-ſix Pounds Ten Shillings, making together the Sum of Twenty-ſix thouſand one hundred and fourteen Pounds, and the ſaid Sum of Twenty-ſix thouſand one hundred and fourteen Pounds is the Proportion and Share of the ſaid Sum of Fifty thouſand Pounds to be paid by the ſaid *John Neſbitt*; and the

Eſtate

Eſtate of the ſaid Sir *James Colebrooke* the ſaid Sum of Five thouſand ſeven hundred and ten Pounds, and One hundred and ninety-four Pounds, making together the Sum of Five thouſand nine hundred and four Pounds, and the ſaid Sum of Five thouſand nine hundred and four Pounds is the Proportion and Share to be paid by the ſaid *Charles* Earl of *Tankerville* and *Emma* his Counteſs, and the ſaid Sir *John Aubrey*; the Eſtate of the ſaid *Adam Drummond* the Sum of Nine thouſand ſeven hundred and ſeventy-three Pounds, and Three hundred and thirty-two Pounds, making together the Sum of Ten thouſand one hundred and five Pounds, and the ſaid Sum of Ten thouſand one hundred and five Pounds is the Proportion and Share to be paid by the ſaid *John Drummond*; and the Eſtate of the ſaid Sir *Samuel Fludyer* the ſaid Sums of Two thouſand and ninety-three Pounds, and Seventy-four Pounds, making together Two thouſand one hundred and ſixty-ſeven Pounds, and the ſaid Sum of Two thouſand one hundred and ſixty-ſeven Pounds is the Proportion and Share to be paid by the ſaid *George Fludyer* and Sir *Samuel Brudenel Fludyer*; and the ſaid Sum of Five thouſand ſeven hundred and ten Pounds is the Proportion or Share to be contributed and paid by the ſaid *James* Marquis of *Saliſbury*, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, and *John Dawes*, and the other Perſons intereſted in or entitled to the Real Eſtates late of the ſaid Sir *George Colebrooke*, which were ſubject to the Claim of the Crown as aforeſaid: And whereas the ſaid *John Neſbitt* and *Charles* Earl of *Tankerville* and *Emma* his Counteſs, and the ſaid Sir *John Aubrey*, the ſaid *John Drummond*, and the ſaid *George Fludyer*, and Sir *Samuel Brudenel Fludyer*, are willing to pay into the Receipt of His Majeſty's Exchequer the Sum of Forty-four thouſand two hundred and ninety Pounds, the Amount of their reſpective Proportions of the ſaid Sum of Fifty thouſand Pounds; and the ſaid *James* Marquis of *Saliſbury*, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, and *John Dawes*, have agreed that the ſaid Sum of Five thouſand ſeven hundred and ten Pounds is the Sum which ought to be contributed by them and the other Perſons intereſted in or entitled to the ſaid Real Eſtates of the ſaid Sir *George Colebrooke*, rateably and in Proportion as aforeſaid, at the Time and in the Manner hereinafter mentioned, upon having ſuch of the Eſtates, late of and belonging to the ſaid *Arnold Neſbitt*, Sir *James Colebrooke*, Sir *George Colebrooke*, *Moſes Franks*, Sir *Samuel Fludyer* deceaſed, and *Adam Drummond*, as are now or at any Time heretofore have been veſted in all or any of the Perſons before named, or wherein they or any or either of them now are or at any Time heretofore have been intereſted, exonerated, and diſcharged from the Contracts and Bonds hereinbefore ſtated, and all Claims and Demands of the Crown in reſpect thereof, in Manner hereinafter mentioned, with ſuch Remedy for Contribution againſt Perſons not paying or contributing towards the Payment of the ſaid Sum of Fifty thouſand Pounds as hereinafter is mentioned: And whereas it is expedient on Behalf of His Majeſty, that the Sum of Fifty thouſand Pounds ſhould be accepted for the Purpoſes, and in the Manner, and upon the Terms and Conditions herein mentioned, His Majeſty's Treaſury being alſo diſcharged from the ſaid Sum of Two thouſand ſix hundred and ſixty-three Pounds Seventeen Shillings and Ten-pence herein mentioned: And whereas His Majeſty's moſt dutiful and loyal Subjects, the ſaid *John Neſbitt*, the ſaid *Charles* Earl of *Tankerville* and *Emma* his Counteſs, the ſaid Sir *John Aubrey*, the ſaid Reverend Sir *William Henry Cooper* and *Iſabella Bell* his Wife, the ſaid *John Drummond*, the

the said *George Fludyer*, and the said Sir *Samuel Brudenel Fludyer*, the said *James* Marquis of *Salisbury*, *Benjamin Hopkinson*, *John Walker*, *John Schneider*, and *John Dawes*, 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 from and immediately after the passing of this Act all Claims and Demands whatsoever of the said *John Nesbitt*, as the Personal Representative of the said *Arnold Nesbitt* deceased, and the said Dame *Mary Colebrooke*, *Charles* Earl of *Tankerville* and *Emma* his Countess, and Sir *John Aubrey* and *Mary Aubrey* his late Wife, as the Personal and Real Representatives, Devisees, or Legatees of the said Sir *James Colebrooke* deceased, in respect of the said Sum of Two thousand six hundred and sixty-three Pounds Seventeen Shillings and Ten-pence in Surplusage, on the Account of the said *Arnold Nesbitt* and Sir *James Colebrooke*, as Contractors for remitting Money to *Lauisburgh* from the Eighth Day of *March* One thousand seven hundred and fifty-nine to the Thirty-first Day of *October* One thousand seven hundred and sixty-seven, shall be deemed and taken to be fully satisfied, discharged, and extinguished.

Acquitting His Majesty of all Claims of the Contractors in respect of 2,663l. 17s. 10d.

II. And be it further enacted, That it shall and may be lawful to and for the said *John Nesbitt*, *Charles* Earl of *Tankerville* and *Emma* his Countess, Sir *John Aubrey*, *John Drummond*, *George Fludyer*, and Sir *Samuel Brudenel Fludyer*, *James* Marquis of *Salisbury*, *Benjamin Hopkinson*, *John Walker*, *John Schneider*, and *John Dawes*, all or any of them, to pay the Sum of Fifty thousand Pounds into the Receipt of His Majesty's Exchequer on or before the Fifth Day of *April* One thousand eight hundred and sixteen, or at such further extended Period of Payment as the Lords Commissioners of the Treasury for the Time being shall or may in that Behalf appoint, and that upon Payment of the said Sum of Fifty thousand Pounds, or any Part thereof, it shall and may be lawful so and for the said Lords Commissioners of His Majesty's Treasury, or any Three or more of them, and they are hereby authorized and required to deliver to the Persons or Person making any such Payment a Certificate or Certificates of such Payment having been made; and that after full Payment of the said whole and entire Sum of Fifty thousand Pounds before or at the Time herein appointed or to be appointed for that Purpose, all and singular the Manors, Messuages, Lands, Tenements, Hereditaments, and Real and Personal Estates whatsoever and wheresoever, late of and belonging to the said *Arnold Nesbitt*, Sir *James Colebrooke*, Sir *Samuel Fludyer*, and *Adam Drummond*, now vested in or belonging, or which at any Time heretofore were vested in or belonging to such of them the said *John Nesbitt*, *Charles* Earl of *Tankerville* and *Emma* his Countess, Sir *John Aubrey* and *Mary Aubrey* his late Wife, deceased, *George Fludyer*, Sir *Samuel Brudenel Fludyer*, and *John Drummond*, or wherein they or any or either of them now are or at any Time heretofore have been interested, as shall contribute his and their full Share and Proportion hereinbefore mentioned as agreed to be paid by them respectively towards the said Sum of Fifty thousand Pounds; and also all and singular the Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate, late of and belonging to the said Sir *George Colebrooke*, now vested in or belonging

Authorizing the Persons herein mentioned to pay 50,000l. into the Exchequer, and thereupon exonerating all the Estates of the Contractors.

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ing to such of them the said *James* Marquis of *Salisbury*, *Benjamin Hopkinson*, *John Walker*, *John Schneider*, and *John Dawes*, as shall pay the said Sum of Five thousand seven hundred and ten Pounds; and also all and singular the Real and Personal Estate of the said *Moses Franks* deceased, and the Real and Personal Estates of the said several Persons named in the said several Bonds as Sureties for the said several Contractors, any or either of them, shall be for ever exonerated from the Claims of His Majesty in respect of the Contracts and Bonds hereinbefore mentioned; and also that upon such Payment of the said full and entire Sum of Fifty thousand Pounds, the said Dame *Mary Colebrooke* shall be no longer chargeable or accountable to His Majesty as the Personal Representative either of the said Sir *James Colebrooke* or of the said Sir *George Colebrooke* upon all or any of the same Contracts or Bonds.

Empowering in case any of the Parties shall not pay his Proportion, and any other shall pay it, such Person to use the Crown Process with the Assent of the Attorney General for the Recovery thereof.

III. And be it further enacted, That in case either of them the said *John Nesbitt*, *Charles* Earl of *Tankerville* and *Emma* his Countess, Sir *John Aubrey*, *George Fludyer*, Sir *Samuel Brudenel Fludyer*, and *John Drummond*, shall not contribute towards such Payment of the said Sum of Fifty thousand Pounds, the several and respective Sums hereinbefore mentioned to have been agreed to be paid by them respectively, and the Deficiency shall be made good by any of the other or others of them, and the said full and entire Sum of Fifty thousand Pounds shall be paid to the Use of His Majesty, then and in that Case, and immediately from and after the Payment of the said Sum of Fifty thousand Pounds, it shall and may be lawful to and for each and every Person or Persons aforesaid paying or contributing to make good such Deficiency, and his, her, or their Heirs, Executors, or Administrators, for the Recovery and Reimbursement of the Sum or Sums of Money so by them respectively paid or contributed as last aforesaid, at his or their own proper Costs, Charges, and Expences, to sue out and prosecute, or carry on any Process in the Name of His Majesty, with the Assent of His Majesty's Attorney-General, against the Estates late of the said *Arnold Nesbitt*, Sir *James Colebrooke*, Sir *Samuel Fludyer*, and *Adam Drummond*, vested in or belonging to the Party or Parties failing or neglecting to contribute such full Share and Proportion as aforesaid, or wherein they or any or either of them are interested upon the original Bonds and Contracts hereinbefore mentioned, or any Account declared or to be declared thereon respectively, in such and the same Manner as could or might have been done by and on the Behalf of His Majesty in case this present Act had not been passed; and in every such Proceeding as aforesaid, and by virtue of this present Act, the Party or Parties prosecuting the same shall be entitled to recover and receive the full Costs and Expences by them expended in and about such Proceeding: Provided always, that upon Payment of the Sum so recovered, together with such Costs and Expences aforesaid, the Estates vested in or belonging to the Party paying the same, shall be from thenceforth exonerated and discharged in like Manner as if such Neglect or Deficiency had not taken place.

In case any Purchasers of Sir George Colebrooke's Estate shall not pay his

IV. And be it further enacted, That it shall and may be lawful to and for all, any, or either of them the said *John Nesbitt*, *Charles* Earl of *Tankerville* and *Emma* his Countess, Sir *John Aubrey*, *George Fludyer*, Sir *Samuel Brudenel Fludyer*, *John Drummond*, *James* Marquis of *Salisbury*,

Proportion of the 5,710l. Remedy given to any who ſhall pay againſt the Defaulter.

bury, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, and *John Dawes*, their or any or either of their Heirs, Executors, or Adminiſtrators, to pay all or any Part of the ſaid Sum of Five thouſand ſeven hundred and ten Pounds herein mentioned to be chargeable on the Real Eſtates late of the ſaid Sir *George Colebrooke*, in order to make up the ſaid full and entire Sum of Fifty thouſand Pounds; and in caſe they or any or either of them ſhall ſo do, then from and after the Payment of the ſaid full and entire Sum of Fifty thouſand Pounds, it ſhall and may be lawful to and for the Perſons making ſuch Payment of or towards the ſaid Sum of Five thouſand ſeven hundred and ten Pounds, his, her, or their Heirs, Executors, or Adminiſtrators, at their own proper Coſts, Charges, and Expences, from Time to Time to ſue out, proſecute, or carry on any Proceſs in the Name of His Majeſty, with the Aſſent of His Majeſty's Attorney General, upon the Bonds and Contracts hereinbefore mentioned, or on any Account declared or to be declared thereon, againſt ſuch of them the ſaid *James* Marquis of *Saliſbury*, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, and *John Dawes*, as ſhall not have paid and contributed their juſt and rateable Proportion of and towards the ſaid Sum of Five thouſand ſeven hundred and ten Pounds, and alſo againſt any other Perſon or Perſons whomſoever, who are, is, or may be in the Poſſeſſion of, or ſeized of, or entitled unto any of the Hereditaments and Real Eſtates late of the ſaid Sir *George Colebrooke*, chargeable upon or by virtue of the ſaid Contracts and Bonds or any or either of them, in ſuch Manner as could or might have been done by or on Behalf of His Majeſty if this Act had not been made, for the Purpoſe of enforcing the Payment of a fair and due Proportion of or towards the ſaid Sum of Five thouſand ſeven hundred and ten Pounds ſo as aforeſaid, to be contributed in reſpect of the Eſtates late of the ſaid Sir *George Colebrooke*, but ſuch Proceſs to be ſued out for the Purpoſes laſtly hereinbefore provided for ſhall only be available for Recovery of ſuch Contribution as aforeſaid, and ſuch Coſts and Expences as are hereinbefore mentioned, and the Amount of ſuch Contribution ſhall and may be ſettled and adjuſted by His Majeſty's Court of Exchequer, upon Motion and Affidavit of Parties in a ſummary Way or otherwiſe as ſuch Court ſhall think proper, and no further or greater Sum ſhall be levied under ſuch Proceſs aforeſaid than a juſt Contribution for and towards the ſaid Sum of Five thouſand ſeven hundred and ten Pounds, to be contributed as aforeſaid by the ſaid *James* Marquis of *Saliſbury*, *Benjamin Hopkinſon*, *John Walker*, *John Schneider*, *John Dawes*, and the ſeveral other Perſons intereſted in or entitled to the ſaid Real Eſtates late of the ſaid Sir *George Colebrooke*, together with the Coſts of the Proceedings for the Recovery thereof, and the Expences of aſcertaining the Proportions, which Coſts and Expences the ſaid Court of Exchequer is hereby authorized and empowered to allow, if ſuch Court ſhall ſee fit ſo to do: Provided always, that upon Payment of ſuch Contributions, and ſuch Coſts and Expences, if any, as aforeſaid, or upon Payment of ſuch Contribution, to be ſettled by Agreement between the Parties, the Eſtates late of the ſaid Sir *George Colebrooke*, veſted in or belonging to the Party paying the ſame, ſhall be exonerated and diſcharged from all Claims of His Majeſty upon the ſaid Contracts and Bonds.

Proviſo giving Power to any Perſon

V. Provided always, and be it further enacted, That it ſhall and may be lawful to and for any Perſon or Perſons not in this Act before named,

against whom or against whose Lands or Tenements any Process or Proceedings shall or may be sued out, prosecuted, or carried on as aforesaid, to insist and shew that the Lands or Tenements in the Possession of or belonging to such Person or Persons are not charged or chargeable with or liable to the Payment of any Sum or Sums of Money to His Majesty, as fully and effectually as such Person or Persons might have done if this Act had not been made. Not named in the Act to insist his Estate is not liable.

VI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others, without being specially pleaded. Public Act.

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