ANNO PRIMO & SECUNDO

GEORGII IV. REGIS.

****

CAP. LXXXVI.

An Act for amending an Act passed in the First Year of His present Majesty, for enabling *William Blackall Simonds* Esquire, to sell or mortgage his Estate and Interest in the Impropriate Rectory of *Caversham,* in the County of *Oxford,* free from the Claims of the Crown.

[2d *July* 1821.]

WHEREAS by an Act passed in the First Year of the Reign of His present Majesty, intituled *An Act for enabling* William Blackall Simonds *Esquire, to sell or mortgage his Estate and Interest in the Impropriate Rectory of* Caversham, *in the County of* Oxford, *free from the Claims of the Crown,* after reciting that *William Blackall Simonds* of *Reading,* in the County of *Berks,* Esquire, had executed the Office of Receiver General of the Land Tax and of the Assessed Taxes, as well as the Property Tax, for Part of the said County of *Berks,* for Twenty-nine Years then last past, and had duly passed his Accounts, and obtained his Quietus and Cancellation of his Bonds, as such Receiver General, down to the Fifth Day of *April* in the Year One thousand eight hundred and seventeen; and the said *William* 1 G. 4. c. 114.

Blackall Simonds, together with his approved Sureties, were jointly and severally bound to His Majesty by Bonds of Record in the Court of Exchequer, for the due Execution of his said Office of Receiver General, for the Years One thousand eight hundred and eighteen and One thousand eight hundred and nineteen respectively, and that he and his Sureties would shortly execute a like Bond for the Year One thousand eight hundred and twenty; also reciting, that the said *William Blackall Simonds* became seised in Fee Simple of the Rectory or Parsonage of *Caversham*, with the Glebe Lands, Rights, Members, and Appurtenances thereto belonging, in the County of *Oxford*, and which had become and was vested in the said *William Blackall Simonds*, as the Purchaser thereof, in the Manner therein recited; and also reciting that the Purchases so made by the said *William Blackall Simonds* as aforesaid, were made by him as to one Moiety of the said Premises, with his own Money, and for his own Benefit, and as to the other Moiety thereof, with the Money and for the Benefit of his Uncle, *James Simonds*, late of *Reading*, in the County of *Berks*, Esquire, since deceased; and that the said *William Blackall Simonds* accordingly, by Indenture dated the Eighth Day of *September* One thousand eight hundred, executed a Declaration with and to the said *James Simonds*, explanatory of their equal Interest in the said Estate, and a Covenant by the said *William Blackall Simonds*, to stand seised as to one Moiety thereof for the said *James Simonds*, his Heirs and Assigns; and also reciting, that the said *James Simonds* died in the Month of *December* One thousand eight hundred and nineteen, having by his Will, bearing Date the Sixteenth Day of *March* one thousand eight hundred and eighteen, devised all his Freehold Estates to the said *William Blackall Simonds*, and others, as Trustees, for Sale, with a Direction to allow the said *William Blackall Simonds* to purchase the said *James Simonds*'s Moiety in the said Estate for the Sum of Eight thousand Pounds; it was by the said Act enacted, that it should be lawful for the said *William Blackall Simonds*, or his Heirs, at any Time or Times after the passing of the said Act, to join and concur with the other Trustees or Trustee for the Time being of the said Will of the said *James Simonds*, or other the Person or Persons who for the Time being should be seised of or entitled to the undivided Moiety or other Share late of the said *James Simonds*, in the said Rectory and Glebe Lands, with their Appurtenances, in selling the Intirety of the said Rectory, Glebe Land, and Premises, or of any Part thereof, or to sell or mortgage the undivided Moiety, Share, Estate, and Interest to which the said *William Blackall Simonds* was beneficially entitled in the said Rectory, Glebe Lands, and Premises, or any Part thereof, and that the Purchasers or Mortgagees should hold the Premises that should be sold or mortgaged, discharged from the Debts due or to become due to His Majesty from the said *William Blackall Simonds*, in respect to the Offices held by him as aforesaid: And whereas the said *William Blackall Simonds* lately purchased, under the Option given to him by the said Will of the said *James Simonds*, the undivided Moiety late of the said *James Simonds*, in the said Rectory and Premises, for the said

Sum of Eight thousand Pounds: And whereas by an Indenture of Bargain and Sale, bearing Date the Twelfth Day of *November* One thousand eight hundred and twenty, duly inrolled in His Majesty's High Court of Chancery, and made between the said *William Blackall Simonds*, *William Simonds*, *John Simonds*, and *Charles Simonds*, of the First Part, the said *William Blackall Simonds*, of the Second Part, and *William May Simonds* of *Tottenham*, in the County of *Middlesex*, Esquire, and *James Simonds* of *Great Winchester Street*, in the City of *London*, Merchant, of the Third Part, for the Considerations in the said Indenture expressed, the said *William Blackall Simonds*, as to the Intirety of the Rectory Tithes and Hereditaments therein described (being Part of the said Rectory Lands and Premises in the said Act mentioned), and the legal Estate therein, did bargain, sell, and confirm, and the said *William Blackall Simonds*, *William Simonds*, *John Simonds*, and *Charles Simonds*, as far as respected the Moiety or Half Part, late of the said *James Simonds* deceased, of and in the same Rectory Tithes and Hereditaments, did bargain, sell, ratify, and confirm, unto the said *William May Simonds* and *James Simonds*, their Heirs and Assigns, the said Rectory or Parsonage of *Caversham*, with the Glebe Lands, Rights, Members, and Appurtenants (except the Capital Messuage or Mansion House, Pleasure Grounds, and Appurtenants therein mentioned and described), and also the Farm, Lands, Woods, Grounds, and Hereditaments, of which the Names and Quantities, or Admeasurement, were contained in the Schedule to the said Indenture (with their Appurtenances, and the Rectorial Tithes of the same Capital Messuage, Farm, Lands, Woods, Grounds, and Hereditaments), to hold the same, except as aforesaid, unto and to the Use of the said *William May Simonds* and *James Simonds*, their Heirs and Assigns for ever, upon Trust, that the said Rectory Tithes and Hereditaments might be and be considered as in the Nature of Personal Estate, for the Benefit of the said *William Blackall Simonds*, his Executors, Administrators, and Assigns, exclusive of his Heirs, and for that Purpose might, by Sale thereof, be converted into Money, at any Time or Times, on the Request of the said *William Blackall Simonds*, his Executors, Administrators, or Assigns: And whereas by another Indenture of Bargain and Sale, bearing Date the said Twelfth Day of *November* One thousand eight hundred and twenty, duly inrolled in His Majesty's High Court of Chancery, and made between the said *William Blackall Simonds*, *William Simonds*, *John Simonds*, and *Charles Simonds*, of the First Part, the said *William Blackall Simonds*, of the Second Part, and *Henry Francis* of *Monument Yard*, in the City of *London*, Gentleman, of the Third Part, for the Considerations in the said Indenture now in recital expressed, the said *William Blackall Simonds*, as to the Intirety of the Capital Messuage, Farm, Lands, Woods, Grounds, and Hereditaments therein described (being further Part of the Residue of the said Rectory Lands and Premises in the said Act mentioned), and the legal Estate therein, did bargain, sell, and confirm, and the said *William Blackall Simonds*, *William Simonds*, *John Simonds*, and *Charles Simonds*, as far as respected the Moiety

Indenture, dated Nov. 12, 1820, conveying certain Interests in the Rectory of Caversham.

Another Indenture, dated Nov. 12, 1820, conveying certain further Interests therein.

Moiety or Half Part, late of the said *James Simonds* deceased, of and in the said Capital Messuage, Farm, Lands, Woods, Grounds, and Hereditaments, did bargain, sell, ratify, and confirm, unto the said *Henry Francis*, his Heirs and Assigns, the Capital Messuage or Mansion House, Pleasure Grounds, and Appurtenances therein mentioned and described; and also the Farm, Lands, Woods, Grounds, and Hereditaments, of which the Names and Quantities, or Admeasurements, were contained in the Schedule to the said Indenture now in recital, with their Appurtenances, and the Rectorial Tithes of the same Capital Messuage, Farms, Lands, Grounds, and Hereditaments (being the same several Hereditaments and Premises mentioned to be excepted in the said Indenture of Bargain and Sale first herein-before recited), to hold the same unto and to the Use of the said *Henry Francis*, his Heirs and Assigns, for ever; upon Trust that the said Capital Messuage, Farms, Lands, Woods, Grounds, and Hereditaments, might be considered as in the Nature of Personal Estate, for the Benefit of the said *William Blackall Simonds*, his Executors, Administrators, and Assigns, exclusive of his Heirs, and for that Purpose might, by Sale thereof, be converted into Money at any Time or Times, at the Request of the said *William Blackall Simonds*, his Executors, Administrators, and Assigns: And whereas the said *William Blackall Simonds* hath offered to mortgage and sell certain Parts of the Intirety of the said Estate, but Doubts having arisen, whether the said *William Blackall Simonds* can make a Title under the Provisions of the said recited Act, he has been unable to obtain any Money on the Security of the said Estate: And whereas the Object of the said *William Blackall Simonds*, in applying for such Act as aforesaid, was to obtain absolute Power of Sale and Mortgage over the Intirety of the said Rectory and Premises; but the said Doubts having arisen, whether under the Provisions of the said Act he can make a good Title to the Intirety of the said Rectory, or any Part thereof, to any Purchaser or Mortgagee, he the said *William Blackall Simonds* is disappointed of his Objects: And whereas inasmuch as the said *William Blackall Simonds* has duly paid up all his Balances, and passed his Accounts as such Receiver General as aforesaid, down to the Year One thousand eight hundred and eighteen inclusive, and inasmuch as all his Arrears for the Years One thousand eight hundred and nineteen and One thousand eight hundred and twenty, together with the Duties to become payable for the Year One thousand eight hundred and twenty-one, will be sufficiently and effectually secured by the other Property of the said *William Blackall Simonds*, independently of the said Rectory of *Caversham*, by virtue of his Bonds, and the Bonds of his Sureties; and inasmuch as the Sureties of the said *William Blackall Simonds* are satisfied that his other Property forms an ample Protection to them from any Claim that may be made against them under their Bonds, it is reasonable, under the Circumstances above stated, that the said *William Blackall Simonds* should be enabled to make a good Title to the Intirety of the said Rectory of *Caversham*, and the Glebe Lands and Appurtenances, or any Part or Parts thereof, to any Purchasers

or

or Mortgagees thereof, or of any Part thereof, discharged from the Demands of the Crown for Money due from him as such Crown Account as aforesaid: To the End therefore that a good Title may be made to the Intirety of the said Rectory of *Caversham* to any Purchaser or Mortgagee; may it please Your Majesty (at the humble Petition of the said *William Blackall Simonds*) 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 Two several Conveyances of the Twelfth Day of *November* One thousand eight hundred and twenty, shall be and the same are hereby respectively confirmed; and that it shall and may be lawful for the said *William Blackall Simonds*, his Executors, Administrators, or Assigns, or his or their Trustees or Trustee, at any Time or Times after the passing of this Act, to sell and dispose of, for a valuable Consideration in Money, to any Purchaser or Purchasers, or to convey, grant, or demise to any Person or Persons, by way of Mortgage and as a Security for the Repayment of any Sum or Sums of Money to be advanced by any such Person or Persons to the said *William Blackall Simonds*, his Executors, Administrators, and Assigns, with lawful Interest for the same, the said Rectory, Glebe Lands, and Premises, or any Part or Parts thereof; and that from and after any such Sale or Mortgage as aforesaid shall have been made of the said Rectory, Glebe Lands, and Premises, or any Part thereof, the Purchaser or Purchasers, and his, her, and their Heirs and Assigns, or other Person or Persons claiming by, from, through, or under him, her, or them, in respect of such Purchase or Purchases, and the Person or Persons to whom any such Mortgage or Mortgages shall be so made as aforesaid, and his, her, and their respective Heirs, Executors, Administrators, and Assigns, or other Person or Persons claiming by, from, through, or under him, her, or them respectively, in respect of such Mortgage or Mortgages, shall have, hold, and enjoy the Premises so sold or mortgaged as aforesaid, acquitted and absolutely discharged by and from the Arrears and Debts which have become due to His late Majesty, or which may accrue or shall become due to His present Majesty, His Heirs or Successors, by or from the said *William Blackall Simonds*, on account of or in respect to any of the said Offices so held by the said *William Blackall Simonds* as aforesaid, or any Matter, Cause, or Thing in anywise relating thereto, or of and from all Bonds and Obligations made by the said *William Blackall Simonds*, either to His late Majesty or to His present Majesty, or to be made by the said *William Blackall Simonds* to His present Majesty, His Heirs or Successors, during such Time as the said *William Blackall Simonds* shall be or remain in Account to His Majesty, His Heirs or Successors, and all Actions, Suits, Claims, and Demands whatsoever, which His Majesty, His Heirs or Successors, might have or be entitled unto on account or in respect of the same or any of them, and of and from all Right, Title, Interest, Property, Claim, and Demand whatsoever of His said Majesty, His Heirs or Successors, unto, from, out of, or upon the said Rectory, Glebe Lands,

Confirming Conveyances of 12th Nov. 1820.

Mr. Simonds authorized to sell or mortgage the Rectory of Caversham, freed from all Claims of the Crown.

and Premises, or so much and such Part or Parts thereof as shall be so sold or mortgaged as aforesaid; and the Trustees respectively named in the said Two several Indentures of the Twelfth Day of *November* One thousand eight hundred and twenty, and all other Trustees of the said Hereditaments or any Part thereof, shall or lawfully may concur in all Sales or Mortgages by the said *William Blackall Simonds*, his Executors, Administrators, or Assigns, of the same Hereditaments or any Part thereof.

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