

ANNO PRIMO

GEORGII IV. REGIS.

CAP. XLII.

An Act to authorize a Composition for the Debt remaining due to His Majesty from the late *Abraham Goldsmid* Merchant, and his surviving Partners. [8th *July* 1820.]

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 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 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 to his Friends and Relations of several Legacies by him given and bequeathed to them, and after investing and securing the several Legacies, Provisions, and Sums of Money 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 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*: 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 Lousadd 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 as 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, devised, and bequeathed all that his Dwelling House at *Moredon*, with the Outbuildings, Yards, Gardens, Lands, and Appurtenances thereto belonging, and all other his Freehold, Leasehold, and Copyhold 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,

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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, Leasehold, and Copyhold 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 Sales or Sale respectively, and also the Rents, Issues, and Profits accruing in the meantime and until such Sale or Sales respectively, for or in respect to 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 deemed, considered, and taken as and for and to be Part of the general Residue of his Personal Estate; 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 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* afterwards in due Form of Law renounced the Probate thereof: 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 Co-parthership 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 Co-partnership between the said *Benjamin* and *Abraham Goldsmid* as remained 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 Co-partnership Accounts that the said respective Estates were beneficially interested in and entitled to in the Co-partnership 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 Co-partnership of *Abraham Goldsmid*, *Aaron Goldsmid*, and *Thomas Moxon*, and of *Abraham Goldsmid*, *Aaron Goldsmid*, *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:

Debt due to His Majesty, amounting to 466,700l.

Account: And whereas upon the Decease of the said *Abraham Goldsmid*, there was a great 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, which 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 Object 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*

Indenture, dated Nov. 27, 1810, appointing Thomas Bainbridge, &c.

Thomas Moxon, and *Nathan Salomons*, of the First Part; the said *Aaron Goldsmid*, *Moses Goldsmid*, *Thomas Moxon*, and *Daniel Eliason*, as such acting Executors 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; reciting, among other Things, as or to the Effect herein-before recited; 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 Superintendance, 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; and it was thereby also witnessed, that the said several Persons, Parties thereto of the Fourth and Sixth 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, full and free Liberty, Licence, and Safe Conduct, Power, and Authority, to go about, attend to, follow, negociate, and manage, under the immediate and absolute Inspection, Superintendance, 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; 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 as 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 Annum* to the then Capital of

Inspectors of the Administration of the Estate of Messrs. Goldsmids.

Dividends appointed.

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 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 that 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 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 same 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 in 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

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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 the 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 whereas by Act of Parliament passed in the Fifty-second Year of the Reign of His late Majesty, intituled *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*, it was enacted, 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, should be and the same were thereby ratified, confirmed, and established; and it was 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, should 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, 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 particularly and severally and separately enacted in the said Act, as they were in the said Indenture recited and set forth: And whereas before or in the Year One thousand eight hundred and sixteen, Dividends amounting together to Fifteen Shillings in the Pound were paid upon the said Debt of Four hundred and sixty-six thousand seven hundred Pounds due to the Crown as aforesaid; and upon all the Partnership and separate Debts, for the Payment of which Provision was made by the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten: And whereas in and by a Writing under the respective Hands of the Creditors of the said *Abraham Goldsmid* and his surviving Partners, and bearing Date the Twenty-ninth Day of *May* One thousand eight hundred and sixteen, it

52 G. 3. c. 75. Confirming the Agreement.

Dividends amounting to 15s. in the Pound paid on the Debt due to the Crown.

Agreement of the Creditors dated May 29, 1816, to relinquish their

Claims on receiving further Dividends of 1s. 6d. and 1s. in the Pound.

it was recited, that they the said Creditors had received Fifteen Shillings in the Pound upon their respective Debts, and taken into Consideration the personal Exertions and Sacrifices made by such surviving Partners of the said *Abraham Goldsmid*, from the Period of the Death of the said *Abraham Goldsmid*, in winding up their Concerns for the Benefit of their Creditors, declared that they were desirous that such an Arrangement should be made in respect of the remaining Property of the said *Abraham Goldsmid* and his surviving Partners, as might, with prudent Management, secure a Provision for the Family of the said *Abraham Goldsmid*, and for his surviving Partners; and therefore in the Hope that the Lords of His Majesty's Treasury might be induced to make the Concession thereinafter mentioned, and only on the express Condition that they did so, and in Consideration of a further Payment of One Shilling and Sixpence in the Pound upon their several Debts, to be paid within Two Months, and of a further Payment of One Shilling in the Pound to be made as soon as possible; and the said Creditors did agree that, so far as related to their respective Debts from and immediately after such last-mentioned Payment, the Property of the said *Abraham Goldsmid*, and also the Persons and Property of the surviving Partners should be discharged in the most full and ample Manner from their said respective Debts, and every Part thereof; and in case it should be found necessary to apply to the Legislature, in order more effectually to discharge such Persons and Property from the Operation of the Act therein mentioned and herein-before recited of the Fifty-second Year of His said late Majesty, they the said Creditors did engage to give any Consent, or to join in any Petition that might be necessary, but at the Expence of the said Parties, to give Effect to that Arrangement; it being however expressly understood that the Property so released to the Extent of the Balance due upon their respective Debts should belong to the acting Executors of the said *Abraham Goldsmid*, for the Benefit of the Family of the said *Abraham Goldsmid*, and also to the said *Aaron Goldsmid* and *Thomas Moxon*, surviving Partners of the said *Abraham Goldsmid*, in such Shares and Proportions as they should agree upon; and in case they should not be able to agree, then in such Shares and Proportions as the Inspectors named in and by the said Act of the Fifty-second Year of His said late Majesty should, by Writing under their Hands, or under the Hands of any Three of them, award and determine: And whereas

A further Dividend of 1s. 6d. in the Pound received.

since the Date of the said Agreement a further Dividend of One Shilling and Sixpence in the Pound has been paid on the said Debt to the Crown, and the said other Debts, so that Three Shillings and Sixpence in the Pound only upon the said Debts yet remains due; and it appears that all the Property subject to the Payment of the same under the Provisions of the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, is insufficient for the Discharge thereof; and that it would be necessary to have Recourse to the Property to which the said *Nathan Salomons* became entitled under his said Marriage Settlement, and the said Will of the said *Esther Salomons* his Wife, in Aid of the Fund for raising the additional Dividend of One Shilling mentioned in the said Agreement of the Twenty-ninth Day of *May* One thousand eight hundred and sixteen: And whereas it may be deemed reasonable

on the Part of the Crown to accede to the said Arrangement agreed to by the other Creditors of the said *Abraham Goldsmid* and his surviving Partners: 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 Agreement of the Twenty-ninth Day of *May* One thousand eight hundred and sixteen shall be and the same is hereby absolutely confirmed.

Agreement of 29th May 1816 confirmed.

II. And be it also hereby enacted, That when and so soon as it shall appear to the Satisfaction of the Commissioners of His Majesty's Treasury of the United Kingdom of *Great Britain* and *Ireland*, or any Three of them, that a full Dividend of Seventeen Shillings and Sixpence in the Pound has been paid upon the said Debt of Four hundred and sixty-six thousand seven hundred Pounds under the Provisions of the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, then and in that Case the said Commissioners of the Treasury, or any Three of them, shall by Writing under their Hands and Seals certify the Payment of such Dividend; and thenceforth the said *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, and each and every of them, as to their Persons, and so much of their and each and every of their Property as shall remain, after paying a Dividend of Seventeen Shillings and Sixpence in the Pound upon the Amount of the several Debts, for the Payment of which Provision is made by the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, and likewise the Real and Personal Representatives of the said *Abraham Goldsmid* as such Representatives, and so much of the Estate and Effects of the said *Abraham Goldsmid* as shall remain after Payment of the said Dividend as aforesaid, shall to all Intents and Purposes be acquitted and discharged of and from all Claims and Demands on the Part of His Majesty, or any of His Successors, on account of or in respect of the said Debt of Four hundred and sixty-six thousand seven hundred Pounds, as if the same had been fully paid and satisfied; and also of and from all Claims and Demands on the Part of the Creditors of the said *Abraham Goldsmid*, and his said surviving Partners, in respect of their said Debts, in the same Manner as if the said Debts to the said Creditors had been fully paid and satisfied; any thing in the said recited Act contained, or any Law or Statute to the contrary in anywise notwithstanding.

After Payment of Dividend of 17s. 6d. in the Pound, Estates of Parties discharged.

III. And be it further enacted, That so much of the Property of the said *Aaron Goldsmid* and *Thomas Moxon*, and of the Estate and Effects of the said *Abraham Goldsmid*, which shall be so acquitted and discharged as aforesaid, as, in case such Acquittance and Discharge had not been made, would have been applicable to the Payment in full of the said Debt of Four hundred and sixty-six thousand seven hundred Pounds and the said other Debts, under the Arrangement so acceded to on the Part of the Crown as herein-before is mentioned, shall immediately after such Certificate as aforesaid shall have been signed by the said Commissioners of the Treasury, or any Three of them, be paid, disbursed, divided, or settled to, amongst, upon, or in Trust for

Property so acquitted to go to the Benefit of Messrs. Goldsmid's and Moxon's Descendants.

or for the Benefit of the said *Aaron Goldsmid* and *Thomas Moxon*, or their respective Descendants, and the Widow and Descendants of the said *Abraham Goldsmid*, or any one or more of the aforesaid several Persons, exclusively of the other or others of them the said *Aaron Goldsmid* and *Thomas Moxon*, or their respective Descendants, and the Widow and Descendants of the said *Abraham Goldsmid*; and the same shall be an Interest or Interests vested in and paid and payable to them or any of them, on or at such Age, Day, or Time, or respective Ages, Days, or Times, and be divided between and among them, or any of them, in such Shares, and charged and chargeable with the Payment of such Annual or other Sum or Sums of Money to them or any of them, and shall be upon such Conditions, under such Restrictions, and subject to such Powers, Declarations, and Agreements, and generally in such Manner for the Benefit of the Persons hereinbefore mentioned, or any of them, as they the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall think reasonable, and shall by any Deed or Deeds, or Instrument or Instruments in Writing, with or without Power of Revocation or new Appointment, direct or appoint; and for that Purpose be and be considered, deemed, and taken as one Fund, without any Regard to the separate or conflicting Interests, if any such conflicting Interests there be, of the Parties interested in the same, inasmuch as the Concessions made by the said Creditors and hereby authorized to be made by the Crown, are to prevent any of them the said *Thomas Moxon*, *Aaron Goldsmid*, and *Nathan Salomons*, and the Representatives of the said *Abraham Goldsmid*, or the Legatees under the same, or any other Person or Persons claiming or deriving any Right, Title, or Interest under the same, (so far as respects the Trust Fund, subject to the Provisions of the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten) from having any Claim or Demand on the others or other of them, for any Excess which they respectively may have paid beyond their due Proportion of the Debts of the said Copartnerships, or either of them, or the greater Proportion of their respective Property brought into the Fund, subject to the Provisions of the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, or the greater Amount of the Debts or Demands, to which they respectively were subject or liable.

Property freed from Controul of the Trustees.

IV. Provided always, and be it hereby further enacted, That immediately after such Certificate as aforesaid shall have been signed by the said Commissioners of the Treasury, or any Three of them, the Property of the said *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, and the Estate and Effects of the said *Abraham Goldsmid* which shall be so acquitted and discharged as aforesaid, shall be altogether exempted and freed from the Inspectorship, Controul, Power, and Management of the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, and the Survivors and Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, under the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten; and that it shall be thenceforth lawful for the said *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan*

Nathan Salomons, and the Representatives of the said *Abraham Goldsmid*, or other the Person or Persons to, amongst, or in favour, or for the Benefit of or upon whom the same shall be paid, distributed, divided, or settled by the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, to hold, enjoy, sell, assign, dispose of, and deal with the same according to their respective Rights and Interests in the same respectively, under any such Payments, Distribution, Division, or Settlement as aforesaid, in the same Manner to all Intents, Effects, Constructions and Purposes whatsoever, as if all the Debts intended to be provided for by the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, had been discharged, and particularly as if the Direction contained in the said Indenture, and in the said Act of the Fifty-second Year of His late Majesty, for Payment of the Purchase Money therein mentioned into the Bank of *England*, had not been inserted in the said Act; yet nevertheless, so that during such Time as the said Inspectors shall think proper, the same shall be and remain subject and liable to the Charges and Expences attending or occasioned by the carrying into Execution of the Trusts and Purposes of the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, or the said Act of the Fifty-second Year of the Reign of His said late Majesty, or preparatory to or consequent upon the same respectively, or otherwise upon account or in respect of the said Affairs or any of them, or in anywise relating thereto.

Respecting the Marriage Settlement of the late Mr. Salomons

V. And whereas Part of the separate Estate of the said *Nathan Salomons* consists of his Right and Title to the Principal or Capital of a certain Share of the Three *per Centum* Consolidated Bank Annuities, and to certain Dividends of the same Stock, under an Indenture bearing Date the Tenth Day of *November* One thousand eight hundred and two, and made between the said *Nathan Salomons* of the First Part; *Esther*, afterwards the Wife of the said *Nathan Salomons*, (then *Esther Joachim*) of the Second Part; *Edward Roberts* Esquire, *William Fauntleroy* Esquire, since deceased, and the said *Asher Goldsmid* and *Benjamin Goldsmid* of the Third Part, (being the Settlement executed on the Marriage of the said *Nathan Salomons* with the said *Esther* afterwards his Wife); by which Indenture it was agreed and declared that the said *Edward Roberts*, *William Fauntleroy*, *Asher Goldsmid*, and *Benjamin Goldsmid*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in a certain Sum of Thirty-three thousand three hundred and thirty-three Pounds Six Shilling and Eight-pence Three *per Centum* Consolidated Bank Annuities, therein mentioned to have been transferred to them by the said *Nathan Salomons* in contemplation of the said Marriage, and of and in the Dividends, Interest, and annual Produce of the same, upon Trust for the said *Nathan Salomons*, until the said then intended Marriage should be had and solemnized, and after the Solemnization thereof, upon Trust for the sole and separate Use of the said *Esther* afterwards the Wife of the said *Nathan Salomons*, during the joint Lives of herself and her said then intended Husband, and after the Decease of the said *Esther*, afterwards the Wife of the said *Nathan Salomons*,

Salomons, in case the said *Nathan Salomons* should survive her, upon further Trust as to the Dividends, Interest, and annual Produce of the said capital Monies for the said *Nathan Salomons* and his Assigns during his Life; but in case the said *Esther*, afterwards the Wife of the said *Nathan Salomons*, should survive him the said *Nathan Salomons*, upon further Trust to pay or empower the said *Esther* to receive and take the Dividends, Interest, and annual Produce of the said Capital Monies during her Life; and after the Decease of the Survivor of them the said *Nathan Salomons* and the said *Esther* his then intended Wife, in Trust that the said Trustees should stand possessed of and interested in the Capital Sum of Twenty-five thousand Pounds Three *per Centum* Consolidated Bank Annuities, Part of the said Sum of Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities, upon the Trusts in the said Indenture declared of and concerning the same: And as to, for, and concerning the Sum of Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, Residue of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities, from and after the Decease of the Survivor of the said *Esther* and *Nathan Salomons*, her said then intended Husband, whether there should be Issue or not of the said then intended Marriage, upon Trust that the said Trustees, or the Survivors or Survivor of them, his Executors or Administrators, should assign, transfer, and pay the said Sum of Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities unto and for the Benefit of the said *Nathan Salomons* in case he should survive her the said *Esther*, or unto and for the Benefit of such other Person or Persons exclusive of the said *Nathan Salomons*, in whole or in part, and notwithstanding he might survive the said *Esther* his said then intended Wife, and for such Uses, Intents, and Purposes, and in such Manner, Parts, Shares, and Proportions, and payable at such Times and Time as the said *Esther*, at any Time during her natural Life, and whether covert or sole, and notwithstanding her said then intended or any future Coverture, in and by the last Will and Testament in Writing, or any Writing of Appointment purporting to be or in the Nature of her last Will and Testament, and to be by her signed and published in the Presence of and to be attested by Two or more credible Witnessess, should give, bequeath, direct, or appoint the same or any Part or Parts thereof; and for want or in default of such Gift, Bequest, Direction, or Appointment, upon and for the Trusts, Intents, and Purposes therein mentioned or referred to: And whereas the said *Esther Salomons* made and executed her last Will and Testament in Writing, or a Writing purporting to be or in the Nature of her last Will and Testament, bearing Date the Twelfth Day of *April* One thousand eight hundred and three, by her signed and published, in the Presence of and attested by Two credible Witnesses; and thereby she the said *Esther Salomons*, by force and virtue of the Power and Authority in her in that Behalf reserved and given in and by the said herein-before recited Indenture of Settlement as aforesaid, and of all and every other the Power and Powers, Authority and Authorities whatsoever to her given and reserved, or in anywise enabling her in that Behalf, and in Exercise and Execution

thereof, did give, bequeath, direct, and appoint the said Sum of Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, in her said recited Settlement and herein-before mentioned (Part and Parcel of the said Sum of Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities), from and immediately after the Decease of the Survivor of her and her said Husband *Nathan Salomons*, in the Event of his surviving her, and subject to his Life Interest, in the Dividends, Interest, and annual Produce thereof in the Event of his so surviving her in Manner following; (that is to say) In case her said Husband *Nathan Salomons* should so happen to survive her, and there should not be any Child or Children born of their Marriage, or there being such, if all or any of them being a Daughter or Daughters should depart this Life under the Age of Twenty-one Years, without having been married, and all and every of them being a Son or Sons should depart this Life under the like Age of Twenty-one Years, without leaving lawful Issue of his, her, or their Body or Bodies, by reason whereof she had the Power to dispose of the said Sum of Twenty-five thousand Pounds Three *per Centum* Consolidated Bank Annuities, Residue of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Annuities, and her said Will would take Effect as to the same; then she gave, bequeathed, directed, and appointed the said Sum of Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, and every Part thereof, unto her said Husband *Nathan Salomons*, his Executors, Administrators, and Assigns, for his and their own absolute Use and Benefit: And whereas the said *Esther Salomons* departed this Life in the Month of *January* One thousand eight hundred and eleven, without having revoked or altered her said Will, and without leaving any Issue of the said Marriage: And whereas upon a more full Investigation of the Concerns placed under the Management of the said Inspectors than had taken place at the Time the said recited Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten was executed, a Doubt has arisen as to the Accuracy of the Recital or Statement contained in the said Indenture, that there was due to His Majesty, from the said Copartnership of *Abraham Goldsmid*, *Aaron Goldsmid*, and *Thomas Moxon*, and *Abraham Goldsmid*, *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, the said Sum of Four hundred and sixty-six thousand seven hundred Pounds or thereabouts, such Debt being asserted by the said *Nathan Salomons* to have in fact arisen in consequence of the Employment of the said *Abraham Goldsmid* by Government in the Sale of Exchequer Bills, either alone or jointly with the said *Aaron Goldsmid* and *Thomas Moxon*, and in which Employment the said *Nathan Salomons*, as is asserted by him, had no Concern or Interest whatever; and upon the Treaty for the Arrangement intended to be effected by the said recited Deed of Inspection, the Right Honourable *Spencer Perceval*, then His Majesty's Chancellor of the Exchequer, submitted certain Proposals to the Creditors of the said *Abraham Goldsmid*, as the Basis of such Arrangement, which Proposals were assented to and subscribed by the said *Nathan Salomons*, but with an express Reservation that he was Partner with the

said *Abraham Goldsmid* in his Stock Concerns only; but on the other Hand it appears that the Securities from Time to Time received from Government were frequently blended with and used for the Purposes of the Stock Concerns in which the said *Abraham Goldsmid*, *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons* were interested: And whereas the said *Nathan Salomons* hath been advised that under the Circumstances he is entitled to be relieved from the Operation of the said recited Indenture; and in order to prevent the Litigation of the Question whether the said *Nathan Salomons* is entitled to such Relief as aforesaid, and to enable the said *Edward Roberts* and *Asher Goldsmid*, as surviving Trustees named in the said recited Indenture of Settlement as aforesaid, forthwith to transfer the said Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, Three *per Centum* Consolidated Bank Annuities, to which the said *Nathan Salomons* became entitled upon the Decease of the said *Esther Salomons* as aforesaid, and to pay and apply as well the Dividends now due upon or in respect of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, as also the Dividends hereafter to become due upon or in respect of the said Twenty-five thousand Pounds Three *per Centum* Consolidated Bank Annuities (being the Part of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Bank Annuities, to which the said *Nathan Salomons* is only entitled for his Life as aforesaid), the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, as such Inspectors as aforesaid, so far as they were authorized and enabled so to do, by the said recited Indenture and Act of Parliament, or either of them, but not further or otherwise, and also the said *Nathan Salomons*, have with the Consent and Approbation of the said *Aaron Goldsmid*, *Moses Goldsmid*, *Thomas Moxon*, *Daniel Eliason*, and *Asher Goldsmid*, in their several Capacities aforesaid, agreed upon the following Arrangement; (that is to say), that the said Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, being the Part of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence like Bank Annuities, comprised in the said recited Indenture of Settlement, to which the said *Nathan Salomons*, upon the Decease of his said Wife, became absolutely entitled as aforesaid, should be forthwith transferred into the Names of the said *Aaron Goldsmid* and *Thomas Moxon* in the Books of the Governor and Company of the Bank of *England*, and that the Dividends which have accrued or become due upon or in respect of the Whole of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, since the Decease of the said *Esther Salomons*, and which remain unreceived by the said *Nathan Salomons* up to and inclusive of the Dividends due thereon at *Christmas* One thousand eight hundred and fourteen (except the Sum of Two thousand Pounds, Part of such Dividends), and also the Dividends which since that Period have accrued or become due upon or in respect of the said Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, up to the Time of such Transfer thereof, should also

be forthwith paid into the Bank of *England*, in the Joint Names of them the said *Aaron Goldsmid* and *Thomas Moxon*, to the Intent that the said Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities, and the said Dividends except as aforesaid, may be held and applied in or towards the Payment of the said additional Dividend of One Shilling in the Pound; and subject thereto be considered and taken and form Part of the Fund hereby subjected to the Payment, Distribution, Division, and Settlement of the said Inspectors or Inspector for the Time being; and that the said Sum of Two thousand Pounds so to be excepted out of the said Dividends on the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence Three *per Centum* Consolidated Bank Annuities as aforesaid, and as well the Dividends which from *Christmas* One thousand eight hundred and fourteen have accrued or become due upon or in respect of the said Twenty-five thousand Pounds Three *per Centum* Consolidated Bank Annuities, (being the Part of the said Thirty-three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, like Bank Annuities, to which the said *Nathan Salomons* is only entitled for his Life,) as also the Dividends which shall hereafter during the Life of the said *Nathan Salomons* accrue or become due upon or in respect of the same Twenty-five thousand Pounds, should be paid unto the said *Nathan Salomons* or his Assigns, for his or their own Use and Benefit as if the said recited Deed of Inspection, or the Arrangement thereby made as aforesaid, had not been executed or assented to by him the said *Nathan Salomons*; but it was agreed and understood that he the said *Nathan Salomons* shall obtain Releases from such of his separate Creditors as have signed the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, and keep the Property subject to the Provisions thereof against the Claims and Demands of his separate Creditors: And whereas the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, are satisfied of the Fairness of the Representation made to them by the said *Nathan Salomons* as herein-before mentioned; and that it is for the Benefit of all Persons beneficially interested in the Estates of the said *Abraham Goldsmid*, *Benjamin Goldsmid*, *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, that the said Arrangement should take effect; but Doubts are entertained whether the same or any other Arrangement can be effectually or satisfactorily carried into Execution, under the Trusts, Powers, or Authorities contained in the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten; be it therefore further enacted and declared, That it shall be lawful for the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, and other such Inspectors or Inspector as aforesaid for the Time being, or the Majority of such Inspectors for the Time being, to confirm and effect the Agreement so entered into or made, or proposed to be entered into or made with the said *Nathan Salomons*, as herein-before is mentioned, and to enter into and effect any other Agreement or Arrangement with the said *Nathan Salomons* for the Liquidation and Settlement of his Claim or Demand respecting his Non-liability to the Payment of the said Sum of Four hundred and sixty-six thousand seven hundred Pounds, or any Part thereof, upon any Terms which

Power to Thomas Bainbridge, &c. to confirm the Agreement made as to certain Effects of Mr. Salomons.

which they the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or other such Inspectors or Inspector for the Time being as aforesaid, or the Majority of them, shall think reasonable; and that when the Agreement or Arrangement herein-before mentioned, or any other Agreement or Arrangement touching or concerning any such Claim or Demand as aforesaid of the said *Nathan Salomons*, shall be approved of by the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or such other Inspectors or Inspector for the Time being as aforesaid, or by the Majority of such Inspectors for the Time being, by Writing signed by them or him, in the Presence of and attested by one or more Witness or Witnesses, the same shall forthwith and thenceforth to all Intents, Effects, Constructions, and Purposes whatsoever, be binding and conclusive upon His Majesty and His Heirs and Successors, and all Persons whomsoever, claiming or to claim any Right, Title, or Interest whatsoever, in the Estates and Effects of the said *Abraham Goldsmid*, *Benjamin Goldsmid*, *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, or any of them.

Indemnity to Trustees.

VI. And be it hereby further enacted, That the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, and each and every of them, and their and each and every of their Heirs, Executors, Administrators, and Assigns, shall and may be and they and he are and is hereby protected and indemnified for or in respect of every Act, Deed, Matter or Thing heretofore had, made, done, executed, committed or suffered, or hereafter to be had, made, done, executed, or committed by them, or any of them, in Execution of the Trusts and Powers contained in the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, as the said Act of the Fifty-second Year of the Reign of His late Majesty, or this present Act, from and against all Rights, Titles, Claims, and Demands whatsoever of any Person or Persons whomsoever, claiming or to claim any Estate, Right, Title, or Interest whatsoever, on the Estates or Effects of the said *Abraham Goldsmid*, *Benjamin Goldsmid*, *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, or any of them, and from all Actions, Suits, Claims, and Demands on account of the same, or relating thereto; and that if any such Action, Suit, Claim, or Demand shall be had, brought, instituted, or prosecuted against the said *Thomas Bainbridge*, *Alexander Baring*, *William Joseph Denison*, and *George Ward*, or any of them, or their or any of their Heirs, Executors, Administrators, or Assigns, this present Act shall and may be pleaded in Bar to the same.

Indemnity to Mr. Salomons' Trustees.

VII. And whereas by an Indenture bearing Date the Tenth Day of *November* One thousand eight hundred and two, and made or expressed to be made between the said *Nathan Salomons* of the one Part; and the said *Edward Roberts*, *William Fauntleroy*, *Asher Goldsmid*, and *Benjamin Goldsmid*, of the other Part, it was declared that the said *Edward Roberts*, *William Fauntleroy*, *Asher Goldsmid*, and *Benjamin Goldsmid*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor should stand possessed of the Sum of Sixteen thousand six hundred and sixty-six Pounds Thirteen Shillings and Four-pence Three *per Centum* Reduced Bank Annuities, therein

 mentioned

mentioned to have been transferred by the said *Nathan Salomons* into the Names of the said *Edward Roberts*, *William Fauntleroy*, *Asher Goldsmid*, and *Benjamin Goldsmid*, upon certain Trusts therein mentioned as to the Dividends thereof, for the Benefit of *Hannah Salomons*, *Rebecca Salomons*, and *Sarah Salomons*, the Three Sisters of the said *Nathan Salomons*, during their Lives, and the Lives and Life of the Survivors and Survivor of them; and after the Decease of such Survivor, in Trust, to transfer the same Annuities to the said *Nathan Salomons*, his Executors, Administrators, and Assigns, with a Proviso for determining the Life Estate or Life Interest of the said *Hannah Salomons*, *Rebecca Salomons*, and *Sarah Salomons*, and the Survivors or Survivor of them in the Events therein mentioned; be it therefore further enacted, That notwithstanding the said Indenture of the Twenty-seventh Day of *November* One thousand eight hundred and ten, and the herein-before recited Act of Parliament, or either of them, the said *Edward Roberts* and *Asher Goldsmid*, and each of them, and their and each of their Heirs, Executors, Administrators, and Assigns, shall and may be, and they and he are and is hereby indemnified for or in respect of every Payment, Transfer, Act, Deed, Matter, and Thing heretofore had, made, done, executed, committed, or suffered by them, or either of them, by themselves, or himself alone, or in conjunction with the said *William Fauntleroy* and *Benjamin Goldsmid* deceased, or either of them, in Execution of the Trusts and Powers contained in the said respective Indentures of the Tenth Day of *November* One thousand eight hundred and two, herein-before respectively mentioned or referred to, and to be hereafter had, made, done, and executed by them the said *Edward Roberts*, and *Asher Goldsmid*, or either of them, their or either of their Executors, Administrators, or Assigns, in Execution of the Trusts and Powers contained in this present Act, or in the said lastly herein-before mentioned Indenture of the Tenth Day of *November* One thousand eight hundred and two, from and against all Rights, Titles, Claims, and Demands whatsoever of any Person or Persons whomsoever, claiming or to claim any Right, Title, or Interest whatsoever in, to, or out of the Estates and Effects of the said *Abraham Goldsmid*, *Benjamin Goldsmid*, *Aaron Goldsmid*, *Thomas Moxon*, and *Nathan Salomons*, or any of them, and from all Actions, Suits, Claims and Demands on Account of the same, or relating thereto, and that if any such Action, Suit, Claim, or Demand shall be had, brought, instituted or prosecuted against them the said *Edward Roberts* and *Asher Goldsmid*, or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, this present Act shall and may be pleaded in bar to the same; and further, that the Receipts of the said *Aaron Goldsmid* and *Thomas Moxon*, or the Survivor of them, his Executors, or Administrators, for the said Sum of Eight thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, Three *per Centum* Consolidated Bank Annuities, and the Dividends thereof so directed to be transferred and paid to them as aforesaid, and the Receipts of the said *Nathan Salomons* and his Assigns for the said Sum of Two thousand Pounds, and the Dividends of the said Sum of Twenty-five thousand Pounds, Three *per Centum* Consolidated Bank Annuities, so directed to be paid to him as aforesaid, and the Receipts of the Person or

Persons for the Time being, entitled to the said Sum of Sixteen thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence, Three *per Centum* Reduced Bank Annuities, and the Dividends thereof, under or by virtue of the lastly herein-before mentioned Indenture of the Tenth Day of *November* One thousand eight hundred and two, shall from Time to Time be good and sufficient Discharges to the said *Edward Roberts* and *Asher Goldsmid*, and their Assigns, and the Survivor of them, his Executors, Administrators, and Assigns for so much of such Money, Annuities, and Dividends as shall in such Receipts respectively be expressed or acknowledged to have been paid and transferred to them respectively, or any of them.

Public Act.

VIII. 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 specifically pleading the same.

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