ANNO OCTAVO

VICTORIÆ REGINÆ.

***

Marriage of the said *Charles Calvert* with the said *Jane Calvert* a certain Indenture of Settlement was made and executed, bearing Date on or about the Twenty-ninth Day of *March* One thousand eight hundred and twenty-three, and made between the said *Charles Calvert* of the First Part, Sir *William Rowley* Baronet, therein described, and the said *Jane Calvert*, then *Jane Rowley*, of the Second Part, and the said *Edward Godfrey*, *William Godfrey*, therein described, since deceased, and the said *Robert Charles Rowley* and *Edmond Sexten Pery Calvert*, of the Third Part, whereby the said *Charles Calvert* covenanted, for himself, his Heirs, Executors, and Administrators, with the said *Edward Godfrey*, *William Godfrey*, *Robert Charles Rowley*, and *Edmond Sexten Pery Calvert*, that in case the said then intended Marriage should be solemnized, and the said *Jane Calvert* should survive the said *Charles Calvert*, the Heirs, Executors, or Administrators of the said *Charles Calvert* should within Twelve Calendar Months next after his Decease secure, from and out of the Real and Personal Estates and Effects of or to which the said *Charles Calvert* should die seised or entitled, an annual Sum of One thousand seven hundred Pounds, to or in trust for the said *Jane Calvert* and her Assigns thenceforth during her Life, for her Jointure; that the said *Charles Calvert* departed this Life on or about the Eighth Day of *September* One thousand eight hundred and thirty-two, intestate, leaving the said *Jane Calvert* his Widow, and the said *Charles William Calvert* his eldest Son and Heir at Law, and *Robert Francis Twisleton Calvert*, *Archibald Motteux Calvert*, and *Arethusa Jane Calvert*, his only Children, and the said *Jane Calvert* then enceinte with the said *Charles Calvert* the Infant, him surviving, and the said Infants being his only next of Kin, the said *Jane Calvert* procured Letters of Administration of his Personal Estate and Effects to be granted to her by the proper Ecclesiastical Court; that the said Intestate was for several Years previously to and at the Time of his Death engaged in Partnership with the said *John Calvert* and *Edmond Sexten Pery Calvert* and *Felix Calvert Ladbroke*, since deceased, in the Trade or Business of a Brewer, and which was carried on at *Upper Thames Street* in the City of *London*, during which Time he was entitled to Two Third Parts of and in the said Business and the Gains and Profits thereof; that the said Business was originally, and previously to the Year One thousand eight hundred and ten, carried on in Partnership between *Robert Calvert*, since deceased, *John Forster*, and the said *Charles Calvert*, and subsequently to the Month of *April* One thousand eight hundred and ten the same was carried on by them in Partnership with Four other Persons, that is to say, the said *John Calvert*, and *Edward Calvert*, *Thomas Calvert*, and *Thomas Hotchkiss Littler*, according to the Terms expressed in a certain Draft of Articles of Copartnership, which Draft had been approved of by them the said Partners, but had never been engrossed for Execution, and no Deed or Articles of Copartnership were ever executed by such Partners, or by those who from Time to Time succeeded them as Partners in the said Business, but the said Business was, from the Time such Draft was prepared, carried on upon the Terms thereof, *mutatis mutandis*, as well during as subsequently to the Expiration of the Term of Fifteen Years therein mentioned, and upon every Change that took place in the said Partnership, and

upon every Occasion when new Partners were taken into the said Business, it was understood that the said Partnership should be carried on upon the Terms expressed in the said Draft; that according to the said Draft the said Six last-named Persons were to become Partners together in the said Business for the Term of Fifteen Years from the Twenty-sixth Day of *March* One thousand eight hundred and ten, and in the event of the said *Charles Calvert* quitting the said Business the said *Robert Calvert*, or in case of his Refusal or Death the said *John Calvert*, or in case of his Refusal or Death the then Copartners in the said Business, was or were to be entitled to purchase the Share of the said *Charles Calvert* in the said Business at a Valuation according to the Amount at which the whole of the Shares of all the Copartners in the said Trade should have been valued or estimated in the general Account and Rest which should have been taken by the said Parties for the Year preceding, adding to such Sum Ten Pounds *per Centum per Annum* from the Period at which such annual Account should have been taken, and if the said *Charles Calvert* should during the said Term of Fifteen Years depart this Life, and should have continued to be a Copartner up to the Time of his Decease, and the said *Robert Calvert* should then also have departed this Life, the said *John Calvert*, or in case of his Refusal the then Copartners in the said Business, were to be entitled to purchase the said Share of the said *Charles Calvert* upon the like Terms and Conditions as stipulated in the event of his retiring from the said Business, and upon such further Conditions as therein mentioned; that *William Tash* deceased by his Will, bearing Date the Fifteenth Day of *May* One thousand eight hundred and sixteen, gave the Residue of his Real and Personal Estate, after Payment of his Debts, Funeral Expences, and Legacies, unto *Nicolson Calvert*, the said *Robert Calvert* and *Charles Calvert*, and *Walter Calvert*, in equal Shares; that the said *Robert Calvert* by his Will, dated the Thirteenth Day of *April* One thousand eight hundred and thirteen, subject to certain Legacies and Annuities, and to his Debts and funeral and testamentary Expences, bequeathed all Sum and Sums of Money which should arise from his Share and Interest in the said Business and all other his Personal Estate to his Brothers the said *Nicolson Calvert* and *Walter Calvert*, upon trust for the getting in, Conversion, and Investment thereof, and upon trust out of the Income thereof to pay a certain Annuity of Twenty-five Pounds, and, subject as aforesaid, to pay the Income unto his Wife *Hannah Calvert* during her Life, and after her Decease he declared that the said Trust Monies should be upon trust for his Brother *Charles Calvert* if he should be living at the Death of the said *Hannah Calvert*, but if he should die in her Lifetime, then upon trust for the said *Nicolson Calvert* and *Walter Calvert*, if they should be living at the Decease of his said Wife, but in case either of them should die in her Lifetime, then as to the Entirety of the said Trust Monies, in trust for the Survivor of them, and if all his said Three Brothers should die in the Lifetime of his said Wife, then upon trust for the Persons who at the Death of his said Wife should be his the said Testator's next of Kin, and by his said Will he gave to the said *Charles Calvert* the Right of Pre-emption of the Share of him the said *Robert Calvert* in the

said Business, on condition of his executing a Bond to his Trustees for the Value thereof, and upon the other Terms therein mentioned; that the said *Robert Calvert*, after the Death of the said *William Tash*, made a Codicil to his said Will, bearing Date the Twenty-sixth Day of *February* One thousand eight hundred and eighteen, executed and attested so as to pass Freehold Estates, whereby he devised his Real Estates to the said *Nicolson Calvert* and *Walter Calvert*, upon the like Trusts as declared by his said Will as to his Real Estate; that the said *Charles Calvert* elected to take the Share of the said *Robert Calvert* in the said Business, being One Third Part thereof, upon the Terms specified by his Will, and the collective Amount of the Value of the said Testator's Share therein was ascertained by and between the said *Charles Calvert* and the said *John Forster* to be the Sum of Twenty-four thousand Pounds, but inasmuch as the other Partners in the said Business did not join in ascertaining the same, and inasmuch as no Bond was ever executed by the said *Charles Calvert* for such collective Amount, nor any Payment in respect of the Principal of such Sum of Twenty-four thousand Pounds was ever made by him, Doubts had arisen whether such Share and Interest of the said *Robert Calvert* became vested in the said *Charles Calvert*; that the said *Charles Calvert* did in his Lifetime contract with the said *Hannah Calvert* for the Purchase of her Life Interest under the Will and Codicil of the said *Robert Calvert* of and in the Income of the residuary Personal Estate of the said *Robert Calvert*, and the Real Estate devised by the said Codicil, including his Interest under the Will of the said *William Tash*, in consideration of the yearly Sum of Two thousand Pounds, and did accordingly execute to the said *Hannah Calvert* a Bond, bearing Date the Sixth Day of *November* One thousand eight hundred and twenty-three, for securing to her the Payment of such yearly Sum during her Life, without any Deduction, except in respect of certain annual Sums charged upon the Estates of the said *Robert Calvert*, and the said Annuity of Twenty-five Pounds, and a further Annuity of Five Pounds, therein mentioned, and in consideration of such Bond the said *Hannah Calvert* duly assigned and conveyed her said Life Interest unto the said *Charles Calvert*; that on the Assumption that the said *Charles Calvert* was entitled to such Share of the said *Robert Calvert* as aforesaid the said Business was, from the Decease of the said *Robert Calvert*, carried on between the said *Charles Calvert*, and the said *John Calvert*, *Thomas Calvert*, *Thomas Hotchkis Littler*, *John Forster*, and the said *Edmond Sexten Pery Calvert*, and the said *Felix Calvert Ladbroke* deceased, or such of them as were for the Time being the Partners of the said *Charles Calvert* in the said Business, down to the Month of *June* One thousand eight hundred and thirty, and that from that Time the said Trade or Business was carried on in Copartnership between the said *Charles Calvert*, and the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, until the Decease of the said *Charles Calvert*, and the Share and Interest of the said *Charles Calvert* in the said Business and the Capital and Gains and Profits thereof, were considered to be Two Thirds, (that is to say,) One Third as his original Share and Interest, and the other One Third as the Share and Interest of the said *Robert Calvert* become vested in the said *Charles Calvert* as

aforesaid, or considered to be so vested; that the said *Charles Calvert* was at the Time of his Decease seised in Fee Simple or otherwise well entitled to him and his Heirs of or to certain Freehold and Copyhold Estates, and was also possessed of certain Personal Estate and Effects, exclusive of his Capital in the said Partnership Business; that the said *Charles Calvert* was at the Time of his Decease very largely indebted to divers Persons on Specialties and otherwise, and that it was, before the Execution of the Deed of Arrangement therein-after stated, ascertained that the whole Real and Personal Estate of the said *Charles Calvert*, including his Capital in the said Partnership Business, after appropriating thereout a Fund for answering the said annual Sum of One thousand seven hundred Pounds, or otherwise providing for the same, would fall very short of answering the Amount of such Debts, and that his said infant Children would be left wholly without Provision, and thereupon such Treaty was entered into and such Arrangements made as stated and intended to be carried into effect in and by the Indenture next therein-after stated and herein-after mentioned; that an Indenture bearing Date the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and made between the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* of the First Part, the said *Jane Calvert* of the Second Part, and the said *Nicolson Calvert* and *Walter Calvert* of the Third Part, was duly executed by all the Parties thereto, whereby, after reciting, amongst other things, the several Matters herein-before mentioned, and that Doubts had arisen whether the Terms of the said Draft of Articles of Copartnership applied to the said Partnership between the said *Charles Calvert*, and *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*; and further reciting that in case the same Draft were considered as applicable to such last-mentioned Partnership the Estate of the said *Charles Calvert* would be upon his Death entitled to the Share of Capital belonging to him upon the last General Rest and Account of the said Partnership next preceding the Day of his Decease, with Interest for the same from the Day of taking such Rest or Account after the Rate of Ten Pounds *per Centum per Annum*; and further reciting that the Accounts of the said Business were from Time to Time made out by the said *Charles Calvert*, and the Stock-takings and Valuations which from Time to Time took place upon the Occasion of making annual Rests between the said Partners were made or taken by or under the Direction of the said *Charles Calvert*, and all such Valuations were in the Handwriting of the said *Charles Calvert*; and further reciting that on the Fifth Day of *July* then last, in accordance with the usual Practice of the said Partners, the several Partnership Books were posted and made up by the said *Charles Calvert*, and an Abstract thereof was entered by the said *Charles Calvert* in a certain Book kept for that Purpose, and signed by him and One of his said Partners; and further reciting that according to the said Account the Share of the said *Charles Calvert* of and in the Capital or Joint Stock and Effects of the said Partnership, taking him to be entitled to Two Third Parts thereof, was the Sum of One hundred and thirty-one thousand three hundred and forty-four Pounds, but which was subject to a Deduction of the Sum of Thirty-four thousand seven hundred and thirty-four Pounds

Indenture of 15th May 1833.

Eighteen

Eighteen Shillings and Sixpence for so much overdrawn by him the said *Charles Calvert* on his private Account, as appeared by Entries in the said Copartnership Books in the Handwriting of the said *Charles Calvert*, and which, as regarded the Share of the said *Robert Calvert* so considered as vested in the said *Charles Calvert*, was also subject to a further Deduction of the Sum of Twenty-six thousand seven hundred and sixty-six Pounds for so much Money overdrawn by the said *Robert Calvert* on his private Account, as also appeared by Entries in the said Copartnership Books in the Handwriting of the said *Charles Calvert;* and further reciting that the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, as such surviving Partners as aforesaid, were willing to be bound by the said Account so taken as aforesaid, but they considered and alleged that under the Circumstances aforesaid the said *Jane Calvert*, as Administratrix of the said *Charles Calvert*, was only entitled to receive from them the said surviving Partners, or out of the Estate of the said Copartnership, the Sum of Sixty-nine thousand eight hundred and forty-three Pounds One Shilling and Sixpence, being the Balance of the said Sum of One hundred and thirty-one thousand three hundred and forty-four Pounds, after deducting the aforesaid Sums of Thirty-four thousand seven hundred and thirty-four Pounds Eighteen Shillings and Sixpence, and Twenty-six thousand seven hundred and sixty-six Pounds, together with Interest on the said Sum of Sixty-nine thousand eight hundred and forty-three Pounds One Shilling and Sixpence after the Rate of Ten Pounds *per Centum per Annum* from the said Fifth Day of *July* then last to the Day of his Death, pursuant to the said Draft, and with Interest on the total Amount after the Rate of Five Pounds *per Centum per Annum* from the Day of his Death; and further reciting that the said *Charles Calvert* was at the Time of his Decease seised in Fee Simple or otherwise well entitled to him and his Heirs of or to certain Freehold and Copyhold Estates, and was also possessed of certain Personal Estate and Effects exclusive of his Capital in the said Partnership Business; and further reciting that there were divers Freehold and Copyhold and Leasehold Estates which belonged to or were purchased by and out of the joint Capital of the said Partnership, and which formed Part of the Capital Stock of the said Copartnership, but which, having been respectively conveyed, surrendered, granted or assigned to or otherwise been vested in the said *Charles Calvert*, had descended to his Heir at Law and his Customary Heir and his Administratrix respectively; and further reciting that the said *Charles Calvert* was at the Time of his Decease very largely indebted to divers Persons on Specialties and otherwise, and it had been ascertained by the said *Jane Calvert* and his said surviving Partners that the whole Real and Personal Estate of the said *Charles Calvert*, including his Capital aforesaid, after appropriating thereout a Fund for answering the said annual Sum of One thousand seven hundred Pounds, or otherwise providing for the same, would fall very short of answering the Amount of such Debts; and further reciting that a Treaty had for some Time been carried on between the said surviving Partners and the said *Jane Calvert*, as such Administratrix as aforesaid, for the Arrangement of their mutual Demands upon each other, and in reference to the Settlement of the Affairs of the said *Charles Calvert*, and in the

course

course thereof, the said surviving Partners, out of regard to the Memory of the said *Charles Calvert* and the Interests of his Family, proposed that such Measures should be taken as that the whole of the Real and Personal Property of the said *Charles Calvert*, exclusive of his Share and Interest in the said Partnership Capital and Effects, and the Freehold, Copyhold, and Leasehold Estates belonging to the said Copartnership, and then vested in the Heir at Law, Customary Heir, or Administratrix of the said *Charles Calvert*, and exclusive of the Life Interest of the said *Hannah Calvert* of and in the said Sum of Twenty-four thousand Pounds, should be secured and applied for the Benefit of his Family, and that the whole of the Debts of the said *Charles Calvert*, as well separate as joint, and including the said Bond Debt to the said *Hannah Calvert*, and all future Payments of her Annuity secured by such Bond, should be paid in full out of the Capital and Property of the said Partnership or otherwise by the said surviving Partners; and upon the Principle or Footing so proposed, and in contemplation of Arrangements being finally settled between the said surviving Partners and the said *Jane Calvert*, they the said surviving Partners had, at the Request of the said *Jane Calvert*, paid divers of the said separate as well as of the said joint Debts so due from the Estate of the said *Charles Calvert*, and were then proceeding, at the like Request of the said *Jane Calvert*, to pay off the rest of the said Debts; and further reciting that the said *Charles Calvert* being at the Time of his Death a Trader within the Meaning of the Statutes relating to Bankrupts, so that his Freehold Estates were liable to the Payment of all his Debts by Simple Contract as well as by Specialty, and that it was considered by the Parties thereto, that although the Creditors of the said *Charles Calvert* might not have any direct Right or Remedy to have the Copyhold Estates of the said *Charles Calvert* applied towards Payment of their Debts, yet that they were entitled to have the Real and Personal Estates of the said *Charles Calvert* so marshalled as that such Copyhold Estates might be applied towards Satisfaction of the said annual Sum of One thousand seven hundred Pounds (if the same Copyhold Estate were by the Effect of the said Indenture of the Twenty-ninth Day of *March* One thousand eight hundred and twenty-three well charged therewith), so as to leave the Personal and Freehold Property of the said *Charles Calvert* applicable to the Payment of his other Debts, which Debts were more than sufficient to exhaust the whole of the said *Charles Calvert*'s Personal and Freehold Estate, after setting apart thereout so much as would be necessary to provide a Fund in aid of his Copyhold Estate, for paying the said annual Sum of One thousand seven hundred Pounds, so that nothing would remain either for the next of Kin or the Heir at Law of the said *Charles Calvert* in respect of his Personal or Freehold Estate upon a due marshalling of his Assets; and further reciting that under the Circumstances aforesaid the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, from the Motives aforesaid, being desirous that due Provision should be made for the full Payment of the said annual Sum of One thousand seven hundred Pounds, and that such further Provision should be made for the said *Jane Calvert* and her Children by the said *Charles Calvert* as therein-after mentioned, had entered into the Agreements and Arrangement therein following, and it had

accordingly been agreed by and between the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, and the said *Jane Calvert*, as well in her personal or individual Character as also as such Administratrix as aforesaid, so far as in them respectively lay, that the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* should apply the said Sum of Sixty-nine thousand eight hundred and forty-three Pounds One Shilling and Sixpence, the Amount of the Capital of the said *Charles Calvert*, and the accrued and accruing Interest thereon, in Payment, as far as the same should extend, of the said Debts of the said *Charles Calvert*, and in case the said Sum and Interest should be insufficient fully to pay the said Debts, then that they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* should take upon themselves personally the Payment of the Deficiency of such Sum and Interest to pay such Debts, and that the Freehold, Copyhold, and Personal Estate of the said *Charles Calvert*, exclusive of his Capital in the said Copartnership, and the accrued and accruing Interest thereon, and also exclusive of such Effects as were intended to be taken by the said *Jane Calvert* as her own Property, as therein mentioned, and also exclusive of the Life Interest of the said *Hannah Calvert* of and in the said Sum of Twenty-four thousand Pounds, and the Bond to be given for securing the same, as therein-after mentioned, and of and in such Portion of the Real and Personal Estate of the said *William Tash*, or the Monies to arise by Sale or Conversion thereof, as was devised to the said *Robert Calvert* as aforesaid, which Life Interest was so conveyed to the said *Charles Calvert* as aforesaid so far as by Law the same might be done, should be, as soon as might be, sold or otherwise converted into Money, under the Direction of a Court of Equity or otherwise, and that the Monies to arise from such Sale should be invested in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, and that the Rents and Profits, Interest and annual Proceeds of the said Freehold, Copyhold, and Personal Estates, until such Sale and Conversion, and the Dividends and Interest and annual Proceeds of the Bank Annuities in which the Proceeds of such Sale or Conversion should be invested as aforesaid, and also the Rents and Profits of the said Copyhold Estate, in case the same or any Part thereof could not lawfully be sold, either under the Direction of a Court of Equity or otherwise, and also the Rents and Profits, Dividends, Interest, and annual Proceeds arising from or in respect of the Life Interest of the said *Hannah Calvert* in such Portion of the said Real and Personal Estate of the said *William Tash* as last aforesaid, or the Money to arise by Sale or Conversion thereof, if the same might lawfully be done, should be paid to the said *Jane Calvert* during her Life, in or towards Payment of the annual Sum of One thousand seven hundred Pounds; and in case the same should exceed such annual Sum, then, as to the Surplus, also for her own Use and Benefit, unless the said *Jane Calvert* should, under the Agreement next therein-after recited, have previously received from the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* any Sums or Sum of Money in respect of any previous Deficiency in the said Rents, Dividends, Interest, and annual Proceeds, for paying such annual Sum, in which Case they were in the first place to be recouped out of

of such Surplus what they should have so paid to the said *Jane Calvert*; and that it had been also further agreed that the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* should pay unto the said *Jane Calvert* all and so much of the said annual Sum of One thousand seven hundred Pounds as should not be paid to or received by her under the Arrangements aforesaid, or otherwise out of the Estate of the said *Charles Calvert*, or such several Rents and Profits, Dividends, Interest, and Proceeds as aforesaid; and further, that the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* should take upon themselves such Payments as aforesaid, although the Case might be, that according to the true Construction of the said Indenture of the Twenty-ninth Day of *March* One thousand eight hundred and twenty-three neither the Freehold nor the Copyhold or only the Freehold Estates of the said *Charles Calvert* might be charged with such annual Sum of One thousand seven hundred Pounds, and although it might be decided accordingly by a Court of Equity; and that it had been further agreed by and between the said Parties thereto of the First and Second Parts, so far as they had Power to make such Agreement, that such Bank Annuities, and also the Rents, Issues, and Profits, Dividends, Interest, and annual Proceeds arising from such Life Interest of the said *Hannah Calvert* as last aforesaid, should from and after the Decease of the said *Jane Calvert* go and belong to and be holden in trust for the said *Charles William Calvert*, *Robert Francis Twisleton Calvert*, *Archibald Motteux Calvert*, *Arethusa Jane Calvert*, and *Charles Calvert* the Infant, equally to be divided among them, and that the Interest, Dividends, and annual Proceeds thereof in the meantime, after the Decease of the said *Jane Calvert*, should be applied for the Maintenance and Education of her said Children during their respective Minorities, according to their respective Shares in the Principal; and that it had been further agreed by and between all the said Parties thereto, so far as in them lay, that the whole Real and Personal Estate of the said Partnership, and in particular the Shares of the said *Charles Calvert* therein, including the Share formerly belonging to the said *Robert Calvert*, should become and be the absolute Property of the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, subject, together with the other Shares of the Real and Personal Estate of the said Partnership, to the said Debts of the said *Charles Calvert*, and that all proper Deeds and Proceedings should be executed and taken in order to vest such Estate in the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* accordingly, and particularly that all necessary and proper Proceedings should be taken in order to procure a Conveyance to be executed to them of the Partnership, Freehold, Copyhold, and Leasehold Estates vested in the Heir at Law and Customary Heir and Administratrix of the said *Charles Calvert*; and further reciting that it had been further agreed, that in order to answer and secure the said Sum of Twenty-four thousand Pounds, the collective Amount in Value of such the said *Robert Calvert*'s Share or Interest as aforesaid, the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or the Survivors or Survivor of them, should, in case and so soon as the Arrangements aforesaid should be sanctioned and approved of by a Court

a Court of Equity, in a Suit to be instituted as therein-after mentioned, execute a joint and several Bond, in the penal Sum of Forty-eight thousand Pounds, to the said *Nicolson Calvert* and *Walter Calvert*, as surviving Executors and Trustees of the Will of the said *Robert Calvert*, conditioned for the Payment in manner therein mentioned of the said Sum of Twenty-four thousand Pounds, to be holden and applied in such and the same Manner as the residuary Estate of the said Testator *Robert Calvert*; and further, that for making further Provision for the said Children of the said *Jane Calvert*, and by way of Freegift for their Benefit, the said *Jane Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or the Survivors or Survivor of them, would, in case and within One Calendar Month next after the Arrangements thereby made should have been sanctioned or approved of by a Court of Equity, execute and deliver to Two Persons to be named as Trustees their joint and several Bond, conditioned for the Payment to such Trustees of the Sum of Twelve thousand Pounds, as therein mentioned, next after the Decease of the said *Hannah Calvert*, or otherwise, as therein is mentioned, which said Principal Sum of Twelve thousand Pounds should be invested in such Manner, and, together with such Interest as therein mentioned, should be holden and applied in such Manner, for the Benefit of the said *Charles William Calvert*, *Robert Francis Twisleton Calvert*, *Archibald Motteux Calvert*, *Arethusa Jane Calvert*, and *Charles Calvert* the Infant, respectively, as therein is mentioned; and that it had been further agreed that they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* would, so far as in them lay, authorize and empower the said *Jane Calvert* to take and retain for her own Benefit, and as her own absolute Property, certain Articles of Plate and Furniture therein mentioned; and that it had been further agreed that in order to affect the said Copyhold Premises, and to obtain a Sale thereof, or the Application in manner aforesaid of the Rents and Profits of the Copyhold Estates aforesaid, and for all other Purposes consistent with the Arrangements aforesaid, and more especially as far as might be necessary to effectuate such Arrangements, the Debts due and owing from the said *Charles Calvert*, which they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* already had paid, or at any Time or Times thereafter should pay, should be considered, not as discharged, but as kept on foot for their Benefit respectively, subject to the Arrangements aforesaid, and that they actually should stand in the Place of the Creditors or Creditor whose Debt or Debts they respectively should so pay, or else in the Place of the said *Jane Calvert* in her Character of Administratrix of the said *Charles Calvert*, as having paid such Debt or Debts at her Request, subject as aforesaid, and that they should also stand in the Place of the said *Jane Calvert* under her said Marriage Settlement in respect of any Sum or Sums of Money which they had paid or should pay on account of her said Annuity subject as aforesaid; and further, that, in case a Court of Equity should so decide or direct, the Capital of and in the said Copartnership Business belonging to the said *Charles Calvert* at the Time of his Death, and including the said *Robert Calvert*'s Capital, should be considered to be the said Sum of Sixty-nine thousand eight hundred and forty-three Pounds One Shilling and Sixpence, with Interest for the same Sum from the

Fifth Day of *July* then last to the Death of the said *Charles Calvert* at the Rate of Ten Pounds *per Centum per Annum*, and with Interest from his Death at Five Pounds *per Centum per Annum*; and further reciting that it had been further agreed, that in order to carry such Arrangements into effect a Suit in Equity should be, as soon as might be, instituted and proceeded in without Delay; and further reciting that on entering into the Arrangements aforesaid the said *Charles Calvert* had been and was considered by the Parties thereto as being entitled, not only to his original Third Share of and in the said Copartnership and the Capital thereof, but also to the Third Part or Share of and in the same belonging to the said *Robert Calvert* at the Time of his Decease, the Parties to that Indenture being desirous and thereby consenting and agreeing that such last-mentioned Share should be considered as having become vested in the said *Charles Calvert*; and further reciting that the said *Nicolson Calvert* and *Walter Calvert*, as being the Persons who might eventually become entitled under the said Will to the residuary Estate of the said *Robert Calvert* under his said Will, thereby consented and agreed that the said Share of the said *Robert Calvert* should be considered as having been taken by and become absolutely vested in the said *Charles Calvert*; and further reciting that the said *Jane Calvert* had agreed that when and so soon as the Sanction of a Court of Equity should be obtained for the Purpose, or the Arrangements aforesaid should be established by such Court, she would execute to the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, a proper Assignment of the Shares and Interest of the said *Charles Calvert* of and in the Estate of the said Partnership, and a Release of the Claims and Demands of the said *Jane Calvert*, either as Administratrix as aforesaid, or in her individual or personal Capacity, and particularly so as to exonerate the Property, Capital, and Effects of the said Copartnership from all such Claims and Demands, and that as soon as the said Bond should be executed for securing the said Sum of Twenty-four thousand Pounds the said *Jane Calvert* would assign to the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, all such the Life Interest of the said *Hannah Calvert* therein as was then vested in her the said *Jane Calvert*, as Administratrix of the said *Charles Calvert*; it was witnessed, that for effectuating the said recited Arrangements and Agreements, and in consideration of the Premises, they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* did thereby covenant and agree with the said *Jane Calvert*, and the said *Jane Calvert* did thereby covenant and agree with the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, that they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, and *Jane Calvert*, respectively, would truly and faithfully observe, perform, and abide by the said therein-recited Arrangements, Agreements, and Stipulations, and every of them, and the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* did thereby covenant with the said *Jane Calvert* that they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* would pay all and every such Sum and Sums of Money and Debts as therein-before recited or mentioned to have been stipulated or agreed to be paid by them the said *John Calvert*, *Edmond*

Edmond Sexten Pery Calvert, and *Felix Calvert Ladbroke*, when and so soon as the same respectively should or would become due and payable according to such Stipulations and Agreements, and that they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* would do and execute all such Acts and Deeds as should be reasonably required by the said *Jane Calvert* for securing the Payment of all such Sum and Sums of Money and Debts according to the true Intent and Meaning of the Provisions aforesaid, and that they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* would, when and so soon as such Sanction or Approbation of a Court of Equity as aforesaid should have been obtained to such Arrangements as aforesaid, execute such Two Bonds as therein-before stipulated to be executed by them for the respective Purposes aforesaid; and by the same Indenture the said *Jane Calvert* did covenant with the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, that when and so soon as the Sanction or Direction of a Court of Equity should be obtained for such Assignment or Assignments, Release or Releases, or other Assurances as next therein-after contained, the said *Jane Calvert* would execute all and every such Deed or Deeds, Instrument or Instruments, as the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* should require, for assigning and conveying or releasing to the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* the Share and Interest of the said *Charles Calvert* of and in the Estate and Effects of the said Partnership, and the Entirety of the Leasehold Property and Securities belonging to the said Partnership, so vested in the said *Charles Calvert* as aforesaid, and also the Life Interest of the said *Hannah Calvert* in the said Sum of Twenty-four thousand Pounds, or any Stocks or Securities in which the same might be invested, and in the Bond so to be given as aforesaid for securing the Payment thereof, and which Life Interest was assigned to the said *Charles Calvert* as aforesaid, and releasing, discharging, and exonerating them the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, their Heirs, Executors, and Administrators, and the Real and Personal Estate of or belonging to the said Copartnership Business, of, from, and against all Debts, Monies, Suits, Actions, Claims, and Demands whatsoever which, against or upon the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or any of them, their or any of their Heirs, Executors, or Administrators, the said *Jane Calvert*, her Executors or Administrators, or the legal personal Representatives of the said *Charles Calvert* deceased, or any of them, then had or was entitled to, or should or might at any Time or Times thereafter have or be entitled unto, for or by reason or on account of the said Partnership, or the Dealings or Transactions thereof, or any of them, or by reason or on account of their executing such Bond as aforesaid, for securing the said Sum of Twenty-four thousand Pounds or the Matters aforesaid, or any of them, save under and by virtue and in pursuance and in execution of the said therein-recited Agreements and Arrangements, and the Covenants and Agreements therein-before contained, they the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke* having previously paid or satisfied, or by

such Deeds or Instruments undertaking and covenanting to pay and satisfy, all and every the Debts, whether joint or several, of the said *Charles Calvert*, except the said annual Sum of One thousand seven hundred Pounds; and in the said Petition it was further stated, that the aforesaid Suit was instituted for the Purposes of administering the Estate of the said *Charles Calvert*, and of setting apart a proper Fund out of his Real and Personal Estate to answer the said Jointure Rent-charge of One thousand seven hundred Pounds for the said *Jane Calvert*, and of obtaining Directions as to the Maintenance of the said infant Children of the said Intestate, and for the ascertaining whether it would be for the Benefit of the said Infants that the said Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three should be carried into effect, and in case it should appear for their Benefit that the same should be carried into effect, then for the Purpose of having the same established, and the Provisions thereof carried into effect accordingly: That by the Decree made on the hearing of the said Cause, bearing Date the Twenty-fourth Day of *July* One thousand eight hundred and thirty-three, it was ordered that it should be referred to the Master of the said Court to take the usual Account of the Personal Estate and Effects of the said *Charles Calvert*, and of his Debts and Funeral Expences, and that the said Master should inquire and state to the Court whether the said Intestate's Partners, the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, had paid any and which of the said Intestate's Debts, and if so it was declared that the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or such of them as had paid the same, were entitled to stand in the Place of the Creditors so paid by them as against the said Intestate's Estate, without Prejudice to the said Deed of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, but as to the Partnership Debts not to a greater Extent than the said Intestate's Estate as between his Estate and his Partners was liable; and it was ordered that the said Master should inquire and state to the Court of and to what Freehold, Copyhold, and Leasehold Estates, distinguishing the Tenures of the same respectively, the said Intestate was seised, possessed, and entitled at the Time of his Decease, and for what Interests, and whether there were any and what Mortgages or Incumbrances thereon; and it was ordered that the said Master should take an Account of the Rents and Profits of the said Intestate's Freehold, Copyhold, and Leasehold Estates since his Decease; and it was declared that the said Jointure Rent-charge of One thousand seven hundred Pounds, covenanted to be secured to the said *Jane Calvert* by the said Indenture of Settlement of the Twenty-ninth Day of *March* One thousand eight hundred and twenty-three, was a good Charge upon the Freehold, Copyhold, and Personal Estates of the said Intestate; and in case the said Master should find the said Intestate's Personal Estate insufficient for Payment of his Debts and the said Jointure, then it was ordered that his Freehold Estates, or a competent Part thereof, should be sold, with the Approbation of the said Master, as therein is mentioned; and it was ordered that the said Master should inquire and state to the Court whether it would be for the Benefit of the Children of the said Intestate that the said Indenture of the Fifteenth Day of *May* One

Decree of 24th July 1833.

One thousand eight hundred and thirty-three, and the Arrangements intended to be established thereby, should be carried into effect, supposing the Copyhold Estates of the said Intestate to be sold under the same, and whether it would be for their Benefit that such Indenture and Arrangements should be carried into effect, supposing that such Copyhold Estates should not be sold, and also whether it would be more for their Benefit that the Copyhold Estates should be sold, or that they should not be sold, pursuant to the said Arrangement; and it was ordered that the said Master should inquire and state to the Court what were the Freehold, Copyhold, and Leasehold Estates of the Partnership at the said Intestate's Death, and what legal and equitable Interests therein were vested in the said Intestate at the Time of his Decease, and in whom such Interests were then vested; and it was ordered that the said Master should inquire and state to the Court what Children the said Intestate had living at his Death, or born in due Time afterwards, and whether he left any and what Issue of any deceased Child or Children living at his Decease: That in pursuance of the said Decree the Master made his General Report, bearing Date the Twentieth Day of *February* One thousand eight hundred and thirty-nine, touching all the Matters referred to him by the said Decree, whereby he stated, amongst other things, the Result of the Accounts which he had taken of the said Intestate's Personal Estate, in respect of which he found and reported a Balance of Fourteen thousand four hundred and eighty-one Pounds Fourteen Shillings and Ten-pence to be due to his Administratrix the said *Jane Calvert;* and he further stated, that the Plaintiff's Solicitors had submitted to him that the Personal Estate of the said Intestate was not sufficient for Payment of his Debts, but that, notwithstanding, it would be expedient that the Sale directed by the said Decree of the said Freehold Estates should be postponed until the Result of the Inquiry next therein-after mentioned should have been submitted to the said Court, and such further Order made in respect thereof as the said Court should deem fit, and that the said Master had accordingly declined to proceed to sell the said Freehold Estates; and with reference to the Inquiry directed by the said Decree, whether it would be for the Benefit of the said Intestate's Children that the said Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and the Arrangements intended to be established thereby, should be carried into effect, the said Master thereby certified, that the Assets of the said Intestate, both real and personal, including the Value of his Copyhold Estates, were insufficient to satisfy the Demands upon the said Intestate's Estate by the Sum of Twelve thousand eight hundred and sixty-eight Pounds Fourteen Shillings and One Penny, and that he had set forth at great Length the various Matters of Fact and Calculations by which such Deficiency was ascertained; and he further certified, that he was of opinion that it would be for the Benefit of the Children of the said Intestate that the Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and the Arrangements intended to be established thereby, should be carried into effect, supposing the Copyhold Estates of the said Intestate to be sold under the same, and that it would be for their Benefit that such Indenture of Arrangement should be carried into

Master's Report of 20th Feb. 1839.

into effect, supposing that such Copyhold Estates should not be sold, and also that it would be more for their Benefit that the said Copyhold Estates should be sold, pursuant to the said Arrangement, than that the same should not be sold; and the said Master thereby stated the Particulars of the Freehold, Copyhold, and Leasehold Estates of the said Intestate, and of those belonging to the said Partnership, which had become vested in his Administratrix and Heir at Law and Customary Heirs: That by an Order made on the hearing of the said Cause before his Lordship the Master of the Rolls, on further Directions upon the said Report, bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and thirty-nine, his Lordship declared that it would be for the Benefit of the infant Children of the said Intestate that the said Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and the Arrangements intended to be established thereby, should be carried into effect, and that the same ought to be carried into effect, and did order and decree that the same should be established and carried into effect accordingly; and it was ordered, amongst other things, that the said *Jane Calvert*, *Edmond Sexten Pery Calvert*, *John Calvert*, and *Felix Calvert Ladbroke* should be decreed specifically to carry into effect the Covenants and Agreements on their Parts respectively contained in the said Indenture; and it was ordered that the Leasehold Estates of the said Intestate mentioned in the said Report, exclusive as therein mentioned, should be sold, with the Approbation of the said Master, to the best Purchaser or Purchasers that could be got for the same, to be allowed of by the said Master; and it appearing by the said Master's Report that the Personal Estate of the said Intestate was insufficient for the Payment of his Debts, and the said Decree having directed that in such Case the Freehold Estates, or a competent Part thereof, should be sold, it was ordered that the said Freehold Estates of the said Intestate mentioned in the said Master's Report, exclusive of the Life Interest of the said *Hannah Calvert* in such Portion of the Real Estate of the said *William Tash* as was devised to the said *Robert Calvert*, should be sold accordingly; and his Lordship did declare that it would be for the Benefit of the said Infants that the Copyhold Estates of the said Intestate should be sold, and it was ordered that the same should be sold, and that all proper Parties should join in such several Sales, and it was ordered that the Money to arise by the said several Sales should be paid into the Bank, with the Privity of the Accountant General of the said Court, to be there placed to the Credit of the said Cause; and his Lordship did declare that after such respective Sales, and the Payment of the respective Purchase Monies, the infant Defendant *Charles William Calvert*, the Heir at Law of the said Intestate, and the infant Defendant *Charles Calvert*, as the Customary Heir of the said Intestate's Copyhold Estates held of the several Manors of *Isleworth Syon*, *Isleworth* Rectory, *Twickenham*, and *Dorking*, would respectively be Trustees for the Purchasers within the true Intent and Meaning of the Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, Chapter Sixty, intituled *An Act for amending the Laws respecting Conveyances and Transfers of Estates and Funds vested in Trustees and Mortgagees; and for*

Order of Master of Rolls of 28th March 1839.

1 W. 4. c. 60.

enabling Courts of Equity to give effect to their Decrees and Orders in certain Cases; and it was ordered that the said infant Defendants *Charles William Calvert* and *Charles Calvert* should accordingly join in and execute all such Conveyances, Surrenders, and Assurances as might be necessary for the Purpose of effectuating such Sales; and his said Lordship did declare that the said *Jane Calvert*, as the Administratrix of the said Intestate, and the said *Charles William Calvert*, as the Heir at Law and Customary Heir of the said Intestate according to the Custom of the Manor of *Hampstead*, and the said *Archibald Motteux Calvert*, *Charles William Calvert*, and *Robert Francis Twisleton Calvert*, and *Charles Calvert*, as the Customary Heirs of the said Intestate according to the Custom of the Manor of *Stebonheath* otherwise *Stepney*, were respectively Trustees, and as to the said Infants, Trustees, under the said Statute, for the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, of the several Freehold and Copyhold Estates of the said Copartnership mentioned in the Fifth Schedule to the said Master's Report, and which had become vested in the said Plaintiffs and Defendants respectively as the Heir at Law, Customary Heirs, and personal Representatives of the said Intestate, as in the same Report mentioned; and upon the Execution of the Indenture or Deed of Covenant and Indemnity, and of the Two several Bonds therein respectively mentioned, by the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, it was ordered that the said *Jane Calvert* should assign to the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or as they should direct, the several Leasehold Estates belonging to the said Copartnership, and then vested in her as the personal Representative of the said Intestate, as in the said Master's Report mentioned; and it was ordered that it should be referred to the Master to settle and approve of a proper Conveyance and Surrender, or proper Conveyances and Surrenders, to be executed by the said *Charles William Calvert* to the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or as they should direct, of the several Freehold Estates belonging to the said Copartnership, and of the Copyhold Estate belonging thereto holden of the Manor of *Hampstead*, and then vested in the said *Charles William Calvert* as the Heir at Law and Customary Heir of the said Intestate, as in the said Master's Report mentioned; and it was ordered that the said *Charles William Calvert* should execute such Conveyance and Surrender, or Conveyances and Surrenders, when so settled and approved by the said Master; and it was ordered that the said Master should also settle and approve of proper Surrenders to be made and executed by the said *Archibald Motteux Calvert*, and the said *Charles William Calvert*, *Robert Francis Twisleton Calvert*, and *Charles Calvert*, respectively, to the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or as they should direct, of the Copyhold Estates belonging to the said Copartnership held of the aforesaid Manors of *Hampstead* and *Stebonheath* otherwise *Stepney*, and then vested in the said Plaintiff and Defendants respectively as the Customary Heirs of the said Intestate, according to the respective Customs of the said Manors, as in the said Master's Report mentioned; and it was ordered that the said last-named Plaintiff and Defendants respectively should duly

make and execute such Surrenders, when so settled and approved by the Master; and in the said Petition it was further stated, that in pursuance of the said Decree and Order certain Parts of the Freehold, Copyhold, and Leasehold Estates of the said Intestate had been sold before the Master; that was to say, a Freehold Estate in *Blue Ball Alley*, *Saint James'*, *Westminster*, which had been sold to *Alexander Grant* Esquire for One thousand six hundred and fifty Pounds; an Estate, partly Freehold and partly Leasehold, situate at *Edmonton*, which had been sold to the said *Walter Calvert* for the Sum of Five thousand and forty-five Pounds; an Estate at *Whitton* in the County of *Middlesex*, partly Freehold and partly Copyhold, which had been sold to Sir *William Clay* for the Sum of One thousand seven hundred and seventy Pounds; and a Copyhold Estate at *Dorking*, which had been sold to *William Farlar* for the Sum of Five hundred and fifty Pounds; that as to the Estates comprised in the said Two first-mentioned Sales, the Purchase Monies for the same had been paid into the Bank in the Name of the Accountant General, in trust in he said Cause, and the Deeds of Conveyance of such Estates had been executed to the respective Purchasers thereof; that as to the said Estate so sold to the said Sir *William Clay*, the Purchase Money for the same had been also paid into the Bank in the Name of the Accountant General, in trust in the said Cause, and the Conveyances to the said Sir *William Clay* had been partly, but not entirely, executed; that with respect to the Estate sold to the said *William Farlar*, the said *William Farlar* had paid no Part of his Purchase Money, and had never been in possession, and had not accepted the Title to the Estate, and was moreover not in Circumstances to complete his said Contract; that by an Order of the said Court bearing Date the Tenth Day of *August* One thousand eight hundred and thirty-nine, made upon the Petition of the Plaintiffs, it was ordered that it should be referred to the Master to whom the said Cause stood transferred to inquire and state to the Court whether any and what Proposals had been made for the Purchase of any and which of the unsold Lots of the Freehold, Copyhold, and Leasehold Estates of the said Intestate *Charles Calvert*; and if the said Master should find that any such Proposals had been made, then it was ordered that he should consider and state to the Court whether it would be fit and proper, and for the Benefit of the several Parties interested in the said Intestate's Estates, that the same should be accepted, and the unsold Lots of the said Freehold, Copyhold, and Leasehold Estates, or any and which of them, should be sold accordingly; and it was ordered that the said Master should be at liberty from Time to Time to receive Proposals for the Sale of the said unsold Lots, or any of them; and in case no Proposal or no sufficient Proposal should be made for the Purchase of the Mansion House, Offices, and Buildings, called *Kneller Hall*, being Part of the said Estates, it was ordered that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the several Parties interested in the said Intestate's Estates, that the said Mansion House, Offices, and Buildings should be pulled down, and the Materials thereof sold apart from the Site thereof, and that the Site of the said Mansion House, Offices, and Buildings, and the Lands and Grounds occupied therewith, should afterwards be sold as Land to be used

Parts of Estates sold.

Order of Master of Rolls, 10th August 1839.

used for agricultural Purposes, or how otherwise the same should be disposed of; that subsequently to the said Order Circumstances arose which rendered it probable that the said Mansion House called *Kneller Hall*, and Premises, could be sold without the Necessity of pulling down the said Messuage pursuant to the said last-stated Order, and thereupon, by an Order made in the said Cause, dated the Eleventh Day of *June* One thousand eight hundred and forty-one, it was ordered that the Mansion House and Lands situate at *Whitton*, meaning the said Mansion House called *Kneller Hall*, with the Lands usually holden therewith, should be put up for Sale as therein mentioned; that the said Mansion House and Lands were accordingly put up for Sale; and the said Master, by his Report of the Second Day of *August* One thousand eight hundred and forty-one, certified his Allowance of *Arabella Watson*, therein named, to be the Purchaser of the said Mansion House and Lands for the Sum of Nine thousand four hundred and fifty Pounds; that the said *Arabella Watson* was, by an Order of his Lordship the Master of the Rolls, bearing Date on or about the Twenty-fifth Day of *April* One thousand eight hundred and forty-three, made on the Petition of the said *Arabella Watson*, discharged from her Purchase of the said Estate; and it was ordered that the Twelve thousand and ninety-five Pounds One Shilling and Sixpence, Bank Three Pounds *per Centum* Annuities, standing in the Name of the Accountant General of the said Court in trust in the said Cause, "The Account of *Arabella Watson*'s Purchase," together with any Dividends to accrue due thereon previous to the Transfer thereof, should be transferred and paid to the said *Arabella Watson*; that, under the Circumstances in the said Petition mentioned, the said Petitioners were advised that it would not be safe to proceed to take any further Steps for the Sale of the said Mansion House called *Kneller Hall*, and the Lands holden therewith, and which were by far the most valuable Part of the said Intestate's Real Estate, under the said Decree and Orders, and that, independently of the Objections to the Title under the same, it would be highly improbable that any Purchaser could be obtained for the same, unless the said Mansion House were pulled down, as formerly contemplated, as appeared by the said Order of the Tenth Day of *August* One thousand eight hundred and thirty-nine, and that the Arrangements of the said Deed, on account of the Infancy of the said Children, could not be carried into effect without a Private Act of Parliament being obtained for that Purpose; that the said Petitioners were advised that it was proper that an Act of Parliament should be applied for accordingly, for the Purpose of confirming and establishing the said Deed of Arrangement of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and the Arrangements and Provisions thereby made, and the Sales which had been already made under the same, exclusive of the said Sales to the said *Arabella Watson* and the said *William Farlar*, and for authorizing the pulling down of the said Mansion House called *Kneller Hall*, and the Sale of the Materials thereof, and also for authorizing the Sale of the Site of the said Mansion, and of the Lands belonging to the said *Kneller Hall* Estate, and of all other the unsold Freehold and Copyhold Estates of the said Intestate, and for the confirming of the said Decree and Order on further Directions,

Order, 11th June 1841.

Master's Report, 2d August 1841.

Order, 25th April 1843.

and

and also for enabling the said Court to let, set, and demise the said unsold Real Estates, or any Part thereof, as might be found beneficial for the Interest of all Parties interested therein; that in or about the Month of *March* One thousand eight hundred and forty the said *Felix Calvert Ladbroke* departed this Life intestate, leaving the said *Felix Ladbroke* his only Son and Heir at Law, and upon or soon after his Decease Letters of Administration of his Estate and Effects were duly granted by the Prerogative Court of the Archbishop of *Canterbury* to the said *Felix Ladbroke*, who thereby became and then was the sole legal personal Representative of the said *Felix Calvert Ladbroke;* and by an Order made in the said Cause, dated the Fourth Day of *August* One thousand eight hundred and forty-one, the said Cause was duly revived against the said *Felix Ladbroke*, as such personal Representative; that on or about the Thirteenth Day of *April* One thousand eight hundred and forty-one the said *Nicolson Calvert* departed this Life, leaving the said *Walter Calvert*, the sole surviving Executor and Trustee of the Will of the said *Robert Calvert*, him surviving; that the said *Walter Calvert* also departed this Life on or about the Sixth Day of *December* One thousand eight hundred and forty-two, having first made his Will, bearing Date the Tenth Day of *January* One thousand eight hundred and thirty-three, and thereof appointed *Felix Calvert* and the said *Edmond Sexten Pery Calvert* his Executors, and on or about the Twenty-eighth Day of *December* One thousand eight hundred and forty-two the said last-mentioned Will was duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Felix Calvert* and *Edmond Sexten Pery Calvert;* it was by the said Petition now in recital prayed, that it might be referred to the Master to whom the said Cause stood transferred, to inquire and state to the Court whether it would be for the Benefit of the infant Plaintiffs and Defendants in the said Cause that an Act of Parliament should be applied for, for the Purpose of confirming and establishing the said Deed of Arrangement of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and the Arrangements and Provisions thereby made, and the Sales which had been already made under the same, exclusive of the said Sales to the said *Arabella Watson* and the said *William Farlar*, and for the Confirmation of the said Decree and Order on further Directions, and for authorizing the pulling down of the said Mansion House and Buildings called *Kneller Hall*, and the Sale of the Materials thereof, and the Sale of the Site of the said Mansion, and of the Lands belonging to the said Estate, and of all other the unsold Freehold and Copyhold Estates of the said Intestate, and for enabling the said Court to let, set, and demise the said unsold Real Estates of the said Intestate, or any Part thereof, and for such other Purposes as might be requisite or expedient for effectuating the Purposes aforesaid, or otherwise for the Benefit of the said Infants, and to settle and approve of the Draft of a proper Bill for the Purposes aforesaid: And whereas by an Order of his Lordship the Master of the Rolls, made on or about the Twenty-first Day of *November* One thousand eight hundred and forty-three, in the aforesaid Suit, on the aforesaid Petition, it was referred to the Master to whom the said Causes stood referred to inquire and state to the Court whether it would be fit and proper and for the Benefit of the infant Plaintiffs and Defendants in

Order of Master of the Rolls, 21st of Nov. 1843, on the Petition.

in the said Causes, that an Act of Parliament should be applied for for carrying into full Effect the several Provisions and Arrangements of the said Deed of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, and the Directions and Provisions of the Decree of the Twenty-fourth Day of *July* One thousand eight hundred and thirty-three, and of the Order on further Directions of the Twenty-eighth Day of *March* One thousand eight hundred and thirty-nine, made in the said first-mentioned Cause, and for confirming the Titles of the Purchasers of such Parts of the Estates in the said Petition mentioned as had been already sold under the said Decree and Order, or one of them, and the Sales whereof had been then already completed, and for authorizing and enabling the Sale and Conveyance of the Mansion House and Buildings called *Kneller Hall*, or of the Materials and Site thereof, and also the Sale and Conveyance of all other the Freehold and Copyhold Estates of *Charles Calvert*, the Intestate in the Pleadings of the said Causes named, which then remained unsold, including the Parts of the said Estates which had been sold to the said *William Farlar*, in the said Petition named, in the event of his being discharged from the Purchase thereof, but excluding any Freehold or Copyhold Estates late of or belonging to the Partnership, in the said Petition mentioned, and for enabling Leases to be made of the said unsold Estate of the said Intestate, or any Part thereof, in the meantime, and until the Sale thereof, and for vesting the Freehold, Copyhold, and Leasehold Estates of or belonging to the said Partnership in the Parties entitled thereto, under and according to the Provisions of the said Deed, Decree, and Order, and for more completely giving effect to the said Deed, and the Provisions therein contained, or for any and which of such Purposes; and that in case the said Master should be of opinion that it would be fit and proper and for the Benefit of the said infant Plaintiffs and Defendants that such Act of Parliament should be applied for, then that the said Master should settle the Draft of a proper Bill for the Purposes aforesaid, to be submitted to Parliament, and after the said Master should have made his Report such further Order should be made as should be just: And whereas the said Master made his Report in Writing, bearing Date on or about the Third Day of *July* One thousand eight hundred and forty-four, whereby he certified that he had proceeded on the said Reference, for which Purpose a Statement in respect of the several Matters directed by the said Order to be inquired into had been laid before him, supported by the Evidence therein mentioned or referred to; and from which Report it appears that the said Master found and certified the several Deeds, Facts, and Statements herein-before mentioned, and which are herein-before stated to have been set forth in the said Petition; and further, the said Master by his said Report certified that, upon Consideration of all the Matters therein set forth, and of what had been alleged before him, he was of opinion, under all the Circumstances of the Case, that it would be fit and proper and for the Benefit of the said infant Plaintiffs and Defendants that an Act of Parliament should be applied for in order to carry into full Effect the several Provisions and Arrangements of the said Deed of the Fifteenth Day

Master's Report of 3d July 1844, recommending Application to Parliament.

of *May* One thousand eight hundred and thirty-three, and the Directions and Provisions of the said Decree of the Twenty-fourth Day of *July* One thousand eight hundred and thirty-three, and of the said Order on further Directions of the Twenty-eighth Day of *March* One thousand eight hundred and thirty-nine, and for confirming the Titles of the Purchasers of such Parts of the Estates in the said Petition mentioned as had already been sold under the said Decree and Order, or One of them, and the Sales whereof had been already completed, and for authorizing and enabling the Sale and Conveyance of the Mansion and Buildings called *Kneller Hall*, or of the Materials and Site thereof, and also the Sale and Conveyance of all other the Freehold and Copyhold Estates of the said *Charles Calvert* the Intestate, and by the said Deed of the Fifteenth Day of *May* One thousand eight hundred and thirty-three provided and intended to be sold, and which still remained unsold, including any Tithes or Commutations for Tithes, and also including the Parts of the said Estates which had been sold to the said *William Farlar*, in the event of his being discharged from the Purchase thereof, but excluding any Freehold or Copyhold Estates late of or belonging to the said Copartnership, and for enabling Leases to be made of the said unsold Estates of the said Intestate, or any Part thereof, in the meantime and until the Sale thereof, and for vesting the Freehold, Copyhold, and Leasehold Estates of or belonging to the said Partnership in the Parties entitled thereto, under and according to the Provisions of the said Deed, Decree, and Order, and for more completely giving effect to the said Deed and the Provisions therein contained; and the said Master thereby further certified that the Draft of a Bill for the Purposes aforesaid, to be submitted to Parliament, having been laid before him, he had perused and considered the same, and upon Consideration thereof was of opinion that such Draft would constitute a proper Bill to be presented to Parliament for the Purposes aforesaid, and he approved thereof accordingly, and further certified that he had caused the same to be transcribed, and in testimony of his Approval of the same had signed his Allowance at the Foot of such Transcript, and had delivered the same to the Solicitors for the Petitioners, in order that the same or an Engrossment thereof might be presented in the usual Form for the Consideration of Parliament, in case the said Court should think fit to confirm that his Report: And whereas by an Order of his said Lordship the Master of the Rolls, made in the aforesaid Causes on the Ninth Day of *July* One thousand eight hundred and forty-four, the said Report last recited was absolutely confirmed: And whereas the said *Charles William Calvert* has attained the Age of Twenty-one Years: And whereas by an Order of the said High Court of Chancery, made in the aforesaid Causes, and bearing Date the Twenty-second Day of *March* One thousand eight hundred and forty-five, the said *Jane Calvert* and *Robert Charles Rowley* were appointed the Guardians of the Persons and Estates of the said Infants *Robert Francis Twisleton Calvert*, *Archibald Motteux Calvert*, *Arethusa Jane Calvert*, and *Charles Calvert*: And whereas it is expedient that Provision should be made for the Sales and Conveyances, Surrenders, Confirmations, and other Matters after mentioned, and which it is apprehended cannot be effectually done without the Aid of Parliament:

Report confirmed by Order of 9th July 1844.

ment: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Jane Calvert*, *Robert Charles Rowley*, *Edmond Sexten Pery Calvert*, and *Charles William Calvert*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 several Freehold and Copyhold Hereditaments of the said *Charles Calvert* the Intestate, in the Pleadings or other Proceedings in the said Causes mentioned or referred to, and directed to be sold as aforesaid, and now remaining unsold, and of or to which the said *Charles Calvert* was seised or entitled, including any Tithes or Commutations for Tithes, and including the Parts of the said Estates so sold to the said *William Farlar*, in case of his being discharged from the Purchase thereof, (but exclusive of all Freehold and Copyhold Estates belonging to the aforesaid Partnership,) shall forthwith, or at such Time or Times as the Court of Chancery shall think fit, be sold, under the Order of the said Court, to be made upon Petition to be presented in the said Causes and in the Matter of this Act, under and according to the said Deed of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, the said Decree of the Twenty-fourth Day of *July* One thousand eight hundred and thirty-three, and the said Order of the Twenty-eighth Day of *March* One thousand eight hundred and thirty-nine in the said Master's Report of the Third Day of *July* One thousand eight hundred and forty-four, and herein-before mentioned, and for completely giving effect to the said Deed and the Provisions therein contained; and that the Monies to arise from any such Sales shall be paid into the Bank of *England*, to the Credit of the Matter of this Act, and that the Receipts of One of the Cashiers of the said Bank for the said Purchase Monies shall be good and sufficient Discharges to the Purchasers paying the same.

Hereditaments of C. Calvert to to be sold by Order of Court of Chancery.

Infants to convey Hereditaments.

II. And be it enacted, That the said Infants, or such of them as may be required so to do, and all and every other the Persons claiming under the said *Charles Calvert*, shall, under the Order of the said Court, to be made upon Petition to be presented as aforesaid, convey and surrender all the said Freehold and Copyhold Hereditaments so to be sold to the Purchasers thereof respectively, their Heirs and Assigns, or as they respectively shall direct; and every such Conveyance, Surrender, or other Assurance made by any of the said Infants shall be as effectual as they would have been if such Infants were of full Age, and capacitated to convey, surrender, or assure.

Kneller Hall may be ordered by Court of Chancery to be pulled down, and Materials to be sold.

III. Provided nevertheless, and be it enacted, That at any Time before the said Mansion House called *Kneller Hall*, and the Offices and Buildings thereto belonging, shall be sold as aforesaid, it shall be lawful for the said Court of Chancery, if the said Court shall think fit, by an Order to be made on Petition to be presented as aforesaid, to direct the said Mansion House, Offices, and Buildings to be pulled down, and the Materials sold, in such Manner as the said Court shall think fit; and in such Case the Site of the said Mansion House and Offices shall be sold in such Manner as is before directed with respect to the said Mansion House and Offices.

IV. Pro-

Court may order Timber to be sold separately, and Lands to be leased.

IV. Provided also, and be it enacted, That it shall be lawful for the said Court of Chancery, by an Order to be made on Petition to be presented as aforesaid, to order all or any of the Timber and other Trees on any of the said Estates remaining unsold to be sold separately from the said Estates; and further, that it shall be lawful for the said Court of Chancery, by an Order to be made on Petition to be presented as aforesaid, to order all or any Part of the said Estates from Time to Time remaining unsold to be leased for any Term of Years, and at such Rent, and in consideration of a Premium, or otherwise, as the said Court shall think fit, and thereupon to order and to direct that such Person as the said Court shall direct shall make and grant proper Leases of such Hereditaments so directed to be leased, and that all such Leases shall in all respects be as valid and effectual to all Intents and Purposes as if they had been granted by a Party having the legal Estate therein, and competent to grant the same; but nothing herein contained shall authorize the Lease of any Copyhold Hereditaments, unless the same shall be made with proper Licence or otherwise according to the Custom of the Manor of which the same shall be held.

Confirming Sales already made.

V. And be it enacted, That the said several Sales herein-before mentioned to have been made to the said *Alexander Grant*, *Walter Calvert*, and Sir *William Clay*, and also the said Sale to the said *William Farlar* (unless he shall be discharged therefrom), shall be and the same are hereby confirmed, and the Conveyances and Assurances made to the said *Alexander Grant* and *Walter Calvert*, of the said Hereditaments so sold to them, shall be valid and effectual to all Intents and Purposes whatsoever; and as regards all such Parts of the said Hereditaments so sold to the said Sir *William Clay*, and also as regards the said Hereditaments so as aforesaid sold to the said *William Farlar*, unless he shall be discharged from his Purchase, the said Infants, or such of them as may be required so to do, and all and every other the Persons claiming under the said *Charles Calvert*, shall, under the Order of the said Court, to be made upon Petition to be presented as aforesaid, convey and surrender the same Hereditaments respectively to the said Sir *William Clay* and *William Farlar* respectively, their Heirs and Assigns, or as they respectively shall direct; and every such Conveyance, Surrender, or other Assurance made by any of the said Infants shall be as effectual as they would have been if such Infants were of full Age, and capacitated to convey, surrender, or assure.

How Proceeds of Sales are to be applied.

VI. And be it enacted, That the Monies to arise from the Sales of the aforesaid Hereditaments herein-before directed to be made, and from the said Sales of any such Timber or other Trees as aforesaid, and of the said Materials, and from the Premiums (if any) upon the said Leases, shall (under the Order of the said Court of Chancery, to be made upon Petition to be presented as aforesaid,) be applied in the Payment of such Costs, Charges, and Expences as the said Court of Chancery shall think proper to direct to be paid thereout, and that the Residue of such Monies, together with the Monies which have arisen from the Sales already made, and hereby confirmed, as aforesaid, and from the said Estate so sold to the said *William Farlar*,

Farlar, if the said Sale should be confirmed, shall be invested, paid, applied, and disposed of in the same and the like Manner as the Monies to arise from the Sales by the said Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three agreed and provided to be made were and are in and by the same Indenture directed to be invested, paid, applied, and disposed of.

How Rents, &c. to be applied.

VII. And be it enacted, That the Rents and Profits, Interest and Income, arisen and to arise from the said Estates hereby directed to be sold, and which have been already sold as aforesaid, and from the Monies arisen and to arise from the Sale thereof respectively, and from the said Timber, Monies, and Premiums, if any, shall also (under the Order of the said Court of Chancery, to be made upon Petition to be presented as aforesaid,) be applied in the same and the like Manner as the Rents and Profits, Interest and Income of the said Estates, and the Monies to arise from the Sale thereof, are by the said Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three, directed to be applied.

Court of Chancery may direct Infants to convey the Partnership Freeholds and Copyholds.

VIII. And be it enacted, That from and after the Execution of the aforesaid Bonds, by the said Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three agreed to be executed by the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or the Survivors or Survivor of them, and on the Performance of the Agreements in the said Indenture contained, on the Part of the said *John Calvert*, *Edmond Sexten Pery Calvert*, and *Felix Calvert Ladbroke*, or the Survivors or Survivor of them, agreed to be performed, and now remaining unperformed, it shall be lawful for the said Court of Chancery, on Petition to be presented as aforesaid, to direct that the said Infants, or such of them as may be required so to do, and all and every other the Persons claiming under the said *Charles Calvert*, shall convey, surrender, and assign all the Freehold, Copyhold, and Leasehold Hereditaments of or to which the said *Charles Calvert* was so seised or entitled, and which belonged to the aforesaid Partnership, to the Parties or Party respectively entitled to the same under and by virtue and according to the Provisions of the aforesaid Indenture of the Fifteenth Day of *May* One thousand eight hundred and thirty-three and the said Decree and Order respectively; and every such Conveyance or Surrender made by such Infants shall be as effectual as they would have been if such Infants were of full Age, and capacitated to convey, surrender, or assure.

General Saving.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, and his, her, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Jane Calvert*, and the Trustees of the said Indenture of Settlement of the Twenty-ninth Day of *March* One thousand eight hundred and twenty-three, and all and every the Children of the said *Charles Calvert* deceased,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, and out of the said Hereditaments the Sales whereof are hereby

confirmed, or the said Hereditaments hereby authorized and directed to be sold as aforesaid, or any of them or any Parts thereof, as they, any or either of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been passed.

Copy of Act as printed by Queen's Printers to be Evidence.

X. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1845.