Hall Family Papers and Sugar Plantation Records

1709 - 1892

MSS.220

1817, December 27: Epitome of the Settlement made on the Marriage of Thomas Newman Esq. with Miss Eliza Anne..

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27th December 1817.

Epitome of the Settlement made on the Marriage of Thomas Newman Esqre with Miss Eliza Anne Hall.

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27th December 1817. Indenture of Settlement between Thomas Newman of Hilmer in Essex Esqr 1st part Eliza Anne Hall of Cumberland Street Portman Square Spinster and Thomas Hall of the same place Esqr Father of the said Eliza Anne Hall 2d part John Russell of Stubbers Essex Esqr and Benjamin Harding Esqr Major in the Army and Brother of the said Thomas Newman 3rd part and John Hall of Montagu Street Montagu Square Esqr Charles Hall Esqr Captain in His Majesty's 3rd Regiment of Guards and William Knight Delany of Middle Temple Esqr 4th part And the said William Knight Delany and Benjamin Harding 5th part.

Recites the intended Marriage between the said Thomas Newman and Eliza Anne Hall with the Approbation of her Father -

And that the said Thomas Newman was seized in fee of the Hereditaments hereinafter described which were of the Clear Annual Value of £600 and upwards -

And that Miss Hall was possessed of £10,000 Sterling intended to be advanced by her Father as her Marriage Portion -

And taking Notice that on the Treaty for the said Marriage it was agreed that £2000 (part of the said £10,000) should be paid to the Mr Newman for his own use And that £8000 the residue should be invested in Stock in the Names of Trustees All Trusts for him and Miss Hall and their Issue as hereinafter expressed -

And that the said Estate of Mr Newmans should be Limited for securing to Miss Hall in Case She should survive him a Jointure of £400 per Annum And for raising £5000 in Case there should be Issue of the Marriage more than one Child for the Portions of such Children in addition to what they might become entitled to under the Trusts respecting the said £8000

And that in part performance of the said Agreement the

Sum of £2000 part of the said £10,000 had been paid to
the said Thomas Newman and the £800 the residue
thereof had been invested in the Purchase of £830.2.3
Bank Three per Cent Annuities in the Names of the said
John Hall Charles Hall and William Knight Delany
His Wife hereby Did for the Several Considerations aforesaid
And the other Considerations therein expressed The said Thomas
Newman did Convey unto the said John Russell and Benjamin
Harding and their Heirs

The Farm Lands Tenements Hereditaments
Situate arising within the Parish of Great
Claton in the County of Essex particularized in
the Schedule by Reference to the Names of Tenants
and Number of Acres -
And all other the Farms &c of him the said Thomas
Newman within the same Parish

To Hold the Same Premises unto the said John Russell
and Benjamin Harding their Heirs and Assigns
To the Use of the said Thomas Newman for Life And
after his Death in Case the said Eliza Anne Hall should
survive him
To the Use intent and purpose that She or her Assigns
should during her Life Receive Annual One Annuity of
£100 for her jointure and in Lieu of Dower
And Powers of Distress and Entry enabling her to Recover
and raise the same Annuity when in Arrear with all Expences
And Subject to the said Annuity and the said Powers -
To the Use of the said John Hall Charles Hall and
William Knight Delany their Exrs &c for 500 years
Commencing from the death of the said Thomas Newman
Upon the Trusts thereinafter declared
And Subject thereto
To the Use of the said William Knight Delany their
Executors &c for 1000 years also commencing from the Death
of the said Thomas Newman Upon the Trusts thereinafter
declared respecting the same Term.
And Subject thereto and as aforesaid.

(2)

To the Use of the said Thomas Newman his Heirs and Assigns for Ever

Declaration that the Term of 500 Years thereinbefore limited to the said John Hall Charles Hall and William Knight Delany was so limited

Upon Trust for better Securing the payment of the said Annuity of £100 to the said Eliza Anne Hall or her Assigns

Proviso that the same Term should Cease on full performance of the Trusts thereof

Covenant from the said Thomas Newman that if by Reduction in the Rents of the said Premises or by any other means the said Eliza Anne Hall or her Trustees should be prevented from receiving the said Annuity of £100 then the Heirs Executors or administrators of the said Thomas Newman should from time to time make good any deficiency.

Declaration that the said Term of 1000 Years limited to the said William Knight Delany and Benjamin Harding was limited to them

In Trust in case there should be need then out of the said Marriage to raise after the death of the said Thomas Newman or in his lifetime if he should so direct by Writing under his Hand (but subject to the said Annuity) for the Portions of such Children £5000 to be payable to such two or more Children and to be divided among them in such Shares &c And to be paid at such Ages &c as the said Tho.s Newman and Eliza Anne Hall should by Writing attested by two or more Witnesses appoint And in default of such joint Appointment as the Survivor of them by Deed or Will Attested by the like Number of Witnesses should appoint.

In default of any such Appointment as aforesaid the same to be divided among such Children Share and Share alike the Shares of Sons to become payable at 21 And of Daughters at the same Age or days of Marriage but such payment to be postponed till after the decease of the said Tho.s Newman unless he should Signify his direction as aforesaid that the same should be raised and paid in his Lifetime.

Proviso that in Case of any Appointment being made under the powers aforesaid which should only extend to a part of the said £5000 no Child taking under such Appointment should be entitled to any further Share in the Residue until every other Child should have received as much thereout as would make his other Share equal to that of the Child taking under such Appointment unless the Person making such Appointment should declare a Contrary intention in Writing

Power to raise and apply the Interest of each Childs Share in his Maintenance -

Usual Clause of Survivorship among the Children

Power for the Trustees to raise any part of the Presumptive Shares for Sons And apply the same in their Advancement or Preferment in the World -

Proviso that no such portion should be raised as aforesaid until two or more of them shall become payable unless with the Consent of the said Thos Newman.

Proviso that if the said Thomas Newman should advance any Sums of Money either for the Portions of the said Children or for their Advancement the same should be accounted as part of their Portions provided for them out of the said Sum of £5000 unless the said Thomas Newman should declare a contrary intention in Writing.

Proviso for determining the said Term of 1000 Years when the Trusts thereof should have been performed -

Proviso that if the said Thomas Newman should be desirous of discharging his said Estate from the said Sum of £5000 and should pay into the said Wm Knight Delany and Benjamin Harding the Sum of £5000 in lieu of the said £5000 raiseable as aforesaid then the Trusts of the said Term of 1000 Years should not take effect -

Declaration that when the said £5000 should be paid as last aforesaid the same should be immediately laid out in the funds or on Real Securities at Interest with power to change Securities And that the Trustees should stand possessed of the said Monies the Trusts before declared respecting the said £5000 raiseable as aforesaid.

Provided that in case there should not be any Children who
should live to attain vested Interests in the said £5000 the
same should be paid and transferred to the said Thomas
Newman his Executors &c
And shall covenants from the said Thomas Newman for his
Title to the said Stock and Premises in Great and Little Caxton.
And it is further witnessed that for declaring the Trusts
of the said £5039 . 2 . 3 Bank Annuities the said Trustees in
whose Names the same was invested should stand possessed
thereof
In Trust to pay the Dividends to the said Thomas
Newman for life And after his death to the said Eliza
Anne Hall for life in Case She should survive him And
after the Death of the Survivor of them then to stand
possessed of the same Annuities and the Dividends thereof
In Trust for the Children of the said Marriage as
hereinafter mentioned (that is to say)
If there should be but one such Child In Trust for such
only Child and to be paid at such time as the said Thomas
Newman and Eliza Anne Hall should by Deed or Writing
attested by 2 Witnesses jointly appoint And for want of
such Appointment as the Survivor of them by Deed or
Will attested by the like number of Witnesses should appoint
And if no such Appointment Then In Trust for such
only Child and to be paid if a Son at his age of 21 years
and if a Daughter at the same age or on her Marriage
but such payment to be postponed till after the decease
of the Survivor of them the said Thomas Newman and
Eliza Anne Hall But if there should be two or more
Children
Then Upon Trusts for the benefit of such Children
similar to those before expressed respecting the said sum
of £5000 And with the like Clauses as to partial
Appointments and Survivorships and Power as to
Maintenance and Advancement for Sons But in
Case there should be no Children who should live to
attain vested Interests in the said Trust Premises.

Then In Trust in Case the said Eliza Anne Hall
should Survive the said Thomas Newman to transfer
the same Bank Annuities to her for her own Use and
benefit, But in Case the said Thomas Newman should
Survive her

Then In Trust for such persons and in such manner
as She the said Eliza Anne Hall by Deed or Writing
Sealed and delivered in the presence of and attested by
two Witnesses or by her Will or any Codicil thereto attested
by 3 Witnesses should appoint And in default of such
Appointment Then In Trust for the said Thomas
Newman his Executors Administrators and Assigns and
to transfer the same to him and them accordingly

Usual Power for the Trustees to sell out the said Bank
Annuities and to invest the same in other Funds or on Real
Security And to change the same from time to time when
necessary.

Power for the said Thomas Newman and Eliza Anne
Hall during their joint lives And for the Survivor of them after
the Death of either And after the death of such Survivor for the
then Continuing or Surviving Trustee to appoint new
Trustees

Proviso that the Trustees shall not be answerable for
each other but accountable only for their respective Defaults.

Power to reimburse themselves all expences out of the Trust
Funds

The Rental of the Estate at Great Bladon as
Specified in the Schedule amounts to £693 0 9 1/2