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No. 85.

3rd Session, 5th Parliament, 20 Victoria, 1857.

(PRIVATE BILL.)

BILL.

An Act to confirm Sales and Assurances made by the Executors and Trustees of the Will and Codicil of James Macaulay, deceased, and the partition, division and appropriation made by the said Executors and Trustees and other parties, to a certain Indenture bearing date the 10th day of July, A. D., 1830.

Received and read, first time, Wednesday, 11th March, 1857.

Second reading, Thursday, 12th March, 1857.

HON. MR. CAMERON.

TORONTO:
PRINTED BY JOHN LOVELL.

An Act to confirm certain Sales and Assurances made by the Executors and Trustees of the Will and Codicil of James Macaulay, deceased, and the partition, division, and appropriation made by the said Executors and Trustees, and others, parties to a certain Indenture bearing date the tenth day of July, in the year of our Lord, one thousand, eight hundred and thirty.

WHEREAS the Honorable James B. Macaulay, of the City of Toronto, Esquire; Peter Dicitil, of the same place, Esquire, and Ann, his wife; John Crookshank, of the City of Kingston, Esquire, and Sarah Hayter, his wife; John Beverley Robinson, of the City of Toronto, Esquire, and Mary Jane, his wife; John H. Gamble, of the Township of Vaughan, Esquire; Ann B. Gamble, of the same place, Spinster; Thomas Ross, of the City of Toronto, Esquire, and Maria S., his wife; Matthew Vankoughnet, of the City of Toronto, Esquire, and Elizabeth H., his wife; George H. Boyd, of the City of Toronto, Esquire, and Mary Shivers, his wife; William Grey, of the Township of Vaughan, Esquire, and Elizabeth, his wife; Ann Geo. Macaulay, of Redc-Court, in the Parish of Strood, in England, Widow; A. Jesse Macaulay, of the same place, Spinster; Sarah S. Macaulay, of the same place, Spinster, and J. Jeremy Macaulay, of the same place, Esquire, have presented their Petition, stating in substance (amongst other things), That James Macaulay, in his lifetime of the Township of York, (now part of the City of Toronto), Esquire, deceased, was seized in fee of certain real estate, in Upper Canada, including the front halves of Park Lots Nos. nine and ten, in the first Concession from the Bay, in the Township of York, containing about one hundred acres of land, and now composing a portion of the Ward of St. John, in the City of Toronto aforesaid; that the said James Macaulay, deceased, was first married to Elizabeth Tuck Hayter, who died in the year one thousand, eight hundred and nine, leaving issue of their marriage four sons and four daughters her surviving, named respectively, John Simcoe, James Buchanan, George, Elizabeth, Mary, Allan, Ann, and Sarah; that the said James Macaulay, deceased, was afterwards married to Rachel Crookshank, but had no issue of such second marriage; that the said James Macaulay, at the time of his said second marriage, and until the time of his death, resided upon the aforesaid front half of Park Lot number nine, and after such-second marriage, caused the front parts of the said Lots numbers nine and ten to be surveyed and laid off in building lots with allowance for streets, being the whole width of the said Lots fronting upon Queen Street (formerly called Lot Street) about twenty chains, by six chains in depth, and containing about twelve acres of land, and to which tract he gave the name of "Teraulay:" That the said James

Preamble

Macaulay (having sold and conveyed some of the said building lots, and having contracted for the sale of others, not conveyed by reason of the non-payment of the purchase money in full, and others of the said building lots remaining unsold, but open to sale as purchase might offer), by a certain Indenture bearing date the twenty-ninth day of May, one thousand eight hundred and twenty-one, and made between the said James Macaulay, of the one part, and George Crookshank, and James B. Macaulay of the other part, after reciting among other things the *seizin* of the said James Macaulay of the front halves of the aforesaid Lots numbered nine and ten, and that the sum of six hundred pounds of the monies of his said wife Rachel, had been then lately expended out of her separate estate as therein expressed in and about the erection of the dwelling house then lately erected on the said Lot number nine, and in which they then lived. Also, that the same James Macaulay had issue by his former wife, four daughters, (being those above named) and that in consideration of the premises and of the natural love and affection of the said James Macaulay towards his said wife Rachel, and his said daughters, he was desirous of making provision for their maintenance, and also, of charging the lands above mentioned with the aforesaid sum of six hundred pounds to the sole use and benefit of his said wife Rachel; the said James Macaulay in consideration of the premises aforesaid, and the sum of five pounds, granted, bargained, sold, aliened, released and confirmed unto the said George Crookshank and James B. Macaulay, and their Heirs, a certain portion of the front halves of the said Park Lots numbers nine and ten, being the fifty acres thereof, immediately adjoining on the north the aforesaid tract of twelve acres called "Teraulay," and therein more particularly described, together with all houses, &c., *habendum* to the said George Crookshank and James B. Macaulay their Heirs and Assigns for ever, but to the uses upon the trusts and for the several ends, intents and purposes, and under and subject to the several provisos, limitations, declarations and agreements therein expressed and declared concerning the same, that is to say; to the use of the said James Macaulay for life, with remainder to the said Trustees to preserve contingent remainders, with remainder to the use of his said wife Rachel, and his said daughters Mary, Ann, and Sarah (the said Elizabeth being married and provided for) or such of them as should remain sole and unmarried, as joint tenants during the life or Widowhood of the said Rachel, and then to the use of the said Trustees to preserve, &c., and from and after the decease of the survivor of them, the said James Macaulay and Rachel, his wife, to the use of all and every such child or children of the body of the said James Macaulay upon the body of the said Elizabeth Luck Hayter his former wife begotten, &c., as the said James Macaulay by Deed or Will or any Codicil thereto, should direct, limit or appoint, and in default thereof, to the use of his said daughters Elizabeth, Mary, Ann, and Sarah, as tenants in common and to their several and respective Heirs, &c., and in default of any of them surviving, then to the use of the said James Macaulay, his Heirs and Assigns forever; and that for securing the said Rachel the said six hundred pounds, it was declared that it should be lawful for the said Trustees (and they were declared Trustees for that purpose) at any time during the continuance of the said Trusts, to sell and dispose of, limit, appoint, and convey so much of the said lands, and the fee simple thereof to any person or persons either in one or several parcels, and for such price as to them should seem reasonable (other than the aforesaid messuage or dwelling house), as should be sufficient to raise six hundred pounds, with power to give receipts, &c., and to pay the said six hundred pounds to the said Rachel, with a covenant from the said James Macaulay

to concur in sales or conveyances, and with proviso that, if the said James Macaulay should, by Will or otherwise, make more ample provision for the raising and appropriating the said six hundred pounds, then all things therein relating thereto should cease and determine; That no part of the

5 lands comprised in that deed, or of the residue of the said Park Lots numbers nine and ten (except as aforesaid) was sold during the lifetime of the said James Macaulay; That he afterwards duly made his last Will and Testament bearing date the nineteenth day of July one thousand eight hundred and twenty-one, and thereby among other things, devised as follows:—

10 “As touching and concerning the unsold parts of the front halves of Park “Lots, Nos. 10 and 11, (meaning nine and ten), in the first Concession

“from the Bay, in the Township of York aforesaid, on which I now reside

“side”—(his residence then being on the said lot number nine,—“my

“will and desire is, and I do hereby direct and Will, that the same may

15 “be held by George Crookshank, and James B. Macaulay, upon the trusts

“contained in a Deed of Trust for a part thereof, heretofore executed by

“me to them, and after the said trusts shall be effectually discharged,

“according to the true intent and meaning of the said Trust Deed, I

“desire and do hereby direct that the dwelling house and outhouses

20 “situated on the said premises, together with twenty acres appurtenant,

“descend to my son Allan, his heirs and assigns forever, provided my

“said son shall be settled in this place (York), in the line of his profession

“or calling, but not otherwise, it being understood also that the said house

“is ever to be considered an asylum for any of my daughters, who may be

25 “unmarried or unprovided for. I give and devise the ten acres of the

“northern parts of the front half of Lot number ten, adjoining the Elmsley

“Farm, to my son James, his heirs and assigns forever; and after the

“trusts aforesaid shall be completed and discharged, I will and desire the

“remainder of my said lots, numbers nine and ten last mentioned, to be

30 “equally divided among my four daughters Elizabeth, Mary, Ann, and

“Sarah, in such manner as my Executors may choose, who are hereby

“authorized to divide the same—the respective portions to descend to their

“children respectively; but in the event of their or either of them dying

“without issue, then the portion of such one so dying to be equally divided

35 “between my surviving sons and daughters, as my Executors shall direct.”

That he further desired, that out of the funds accruing as principal and interest on the sales of the front part of his Park Lots above mentioned (and from other sources therein mentioned), his son Allan should be allowed a certain annual sum of money to be paid quarterly, or half-yearly,

40 until he attained the age of twenty-five years or longer, if the said Testator’s Executors should think his circumstances required it; that he also willed that the furniture in his dwelling house, &c., should remain therein so long as his wife or any of his daughters might live therein, &c., after which the same or the proceeds of the sale thereof should be divided amongst his

45 grandchildren, as also any other lands of which he might die seized and not already disposed of, to be held to them, their heirs and assigns forever—his Executors apportioning to each their share, according to their discretion, &c.; and that in case his son Allan should not be settled in York, or not likely to be so, there is a direction for the sale by his Executors of

50 the dwelling house and twenty acres appurtenant, and for the application of the proceeds, as therein mentioned, but that such clause had not been acted upon by the said Executors; and that the said George Crookshank and James B. Macaulay were nominated and appointed Executors of the said last Will and Testament: That the said James Macaulay afterwards

50 duly made and published a Codicil to the said Will, bearing date the twenty-

second day of December, one thousand, eight hundred and twenty-one, and thereby, among other things, made an alteration as to the said payment to his said son Allan; he also desired that all his just debts should be paid by his Executors, and in another clause, declared his desire that the principal part of his property should go to the support of his daughters 5 unprovided for, and concluded the said Codicil as follows:—"I will and
 "devise the front parts of my lots number nine and ten, in the Township
 "of York, heretofore surveyed for Town Lots, to my Executors, their heirs
 "and assigns forever, in trust to perfect by Deeds of Conveyance or
 "otherwise the sales already bargained for, and make sale and dispose of 10
 "the residue for the purposes in the annexed Will mentioned, the said
 "front parts of said lots being the whole front by six chains in depth. I
 "also devise to them, their heirs and assigns forever, the two lots in the
 "Second Concession of Whitby (bargained for) for the like purpose,
 "and name them Trustees in that behalf." That the said James Macaulay 15
 departed this life on the first day of January, one thousand, eight
 hundred and twenty-two, leaving him surviving, his said wife Rachel, and
 his four sons and four daughters above mentioned; also, one grand child,
 the daughter of the aforesaid Elizabeth, all the sons (except James), and the
 three other daughters, being at that time sole and unmarried. That the said 20
 George Crookshank and James B. Macaulay, having taken upon themselves
 the execution of the said Trusts and Executorships, afterwards upon payment
 of the purchase monies or the balances due thereon, did from time to time
 execute and deliver Deeds of Conveyance in fee to the several purchasers
 thereof, their heirs and assigns, for such building lots or portions of the afore- 25
 said tract of twelve acres of the front part of the aforesaid Park Lots num-
 bers nine and ten in the said Codicil devised to them for that purpose, and
 also for a lot in the Township of Whitby, being number fifteen in the
 second Concession, also devised to them for the like purpose as aforesaid,
 and for the sale of which the said Testator had in his lifetime contracted, 30
 but the purchase of which had not been completed at the time of his
 death; and that they did also sell the residue of the said building lots or
 portions of the said tracts called "Teraulay," remaining unsold at the
 death of the said Testator, or which, having been by him contracted to be
 sold in his lifetime had been relinquished or assigned to others by the 35
 original purchasers thereof, and on receipt of the respective purchase
 monies for the same, conveyed the same to the several purchasers thereof
 in fee simple. That the said Executors and Trustees, in the year one
 thousand, eight hundred and twenty-seven, in order to raise the aforesaid
 sum of six hundred pounds for the said Rachel, the Widow aforesaid, did, 40
 under and by virtue, and in pursuance of the aforesaid Indenture of Trust
 and Will, sell and convey to the several purchasers thereof, in fee simple,
 twenty-four acres of land, part of the front halves of the said Park Lots
 numbers nine and ten, being twelve chains on Yonge Street, commencing
 at the distance of twenty-eight chains from the South-east angle of the 45
 said Park Lot number nine, and extending thence twelve chains along the
 West side of Yonge Street aforesaid, by the whole width of the said Park
 Lots numbers nine and ten, from Yonge Street to the West side
 of number ten on the limit between the said Park Lot number
 ten and Park Lot number eleven, adjoining it on the West, and 50
 in the Deeds of Conveyance thereof, more particularly described, and
 thereout paid the said Rachel and discharged the aforesaid sum of six
 hundred pounds; That by an Indenture bearing date the fourth day of Octo-
 ber, one thousand, eight hundred and twenty-nine, between the aforesaid
 daughter Ann, of the first part, the aforesaid George Crookshank, and James 55

B. Macaulay and Christopher A. Hagerman, of the second part; and Peter
 Dictil, of the third part, after reciting the intended marriage of the said
 Ann with the said Peter Dictil, &c., the said Ann granted, &c., all her
 real Estate (including) all and singular, the portion, part or share of the
 5 said Park Lots numbers nine and ten, to which she then was or should
 thereafter be entitled in reversion, remainder or otherwise under and by
 virtue of the aforesaid Will, unto the parties thereto of the second part, to
 hold the same by the said parties of the second part upon the trusts, &c.,
 therein declared of and concerning the same; and (among other things)
 10 with the assent of the said Ann to lease or absolutely sell and dispose of
 the whole or any part thereof with provision for the charge of Trustees
 should it be desired or become necessary. That afterwards by a certain
 other Indenture bearing date the tenth day of July, one thousand, eight
 hundred and thirty, and made between the aforesaid George Crookshank,
 15 and James B. Macaulay, of the first part; the aforesaid Widow Rachel, of
 the second part; Christopher Alexander Hagerman, and Elizabeth, his wife,
 (she being one of the aforesaid daughters), of the third part; John W.
 Gamble, and Mary, his wife, (she being another of the aforesaid daughters),
 of the fourth part; Peter Dictil, and Ann, his wife, (she being one other of
 20 the aforesaid daughters), of the fifth part; Sarah, (another of the aforesaid
 daughters), of the sixth part; and the said James B. Macaulay, of the seventh
 part. After reciting the *seizin* of the said Testator, James Macaulay, in
 his lifetime of the aforesaid front halves of Park Lots numbers nine and ten,
 that he had laid off the front twelve acres in building lots, and had sold
 25 some of them, leaving the residue open to sale as purchasers might offer:
 Reciting also the Indenture of trust bearing date the twenty-ninth of May,
 one thousand eight hundred and twenty-one,—and the last Will and Tes-
 tament and Codicil thereto of the said James Macaulay; the sale by the
 Trustees aforesaid of the twenty-four acres as aforesaid to raise the six
 30 hundred pounds aforesaid,—also that the said six hundred pounds having
 been so raised the residue of the aforesaid Park Lots (exclusive of the
 twelve acres of the front thereof laid off in Town Lots as aforesaid, the
 twenty acres reserved as appurtenant to the dwelling house, and the
 ten acres devised to the said James B. Macaulay, as aforesaid), was
 35 by the said Will directed to be divided between the four daughters
 of the said James Macaulay as aforesaid, being in all thirty-four acres;
 reciting also, that since his death, two of his said daughters, namely,
 Mary and Ann, had become married, and that Sarah, the youngest of
 his aforesaid daughters remained sole and unmarried, but was of the
 40 full age of twenty-one years; and that the said Sarah then resided with the
 said Widow Rachel, in the aforesaid dwelling house, on the aforesaid lot
 number nine; also, that both of them, the said Rachel and Sarah were
 willing and desirous that a division or partition of the said thirty-four
 acres should forthwith take place—the dwelling house aforesaid and twenty
 45 acres appurtenant nevertheless remaining to the use of said Rachel and
 Sarah respectively according to the terms of the aforesaid Indenture of
 Trust and Will; reciting also, that all parties were satisfied that it was
 intended by the said James Macaulay, deceased, that his said son, James
 B. Macaulay, should have been devised five acres off the rear ends of each
 50 of the front halves of the said Park Lots numbers nine and ten, adjoining
 the Elmsley Farm, (which Farm was composed of the rear or North halves
 of the same Park Lots numbers nine and ten) and not ten acres off lot
 number ten exclusively, and that the parties interested were desirous of
 rectifying the inadvertence accordingly; also, that it was mutually and
 55 interchangeably agreed that the following division should take place,

namely : That Elizabeth Hagerman should receive and take, as her full share and portion, eight acres of the said thirty-four acres off the South-west corner of the said Park Lots adjoining the aforesaid Town Plot of "Ter-
 aulay," being five chains seventy links in front or width, by fourteen chains
 in depth ; that the said Mary Gamble should receive and take, as her full
 share or portion, eight acres of the said thirty-four acres next adjoining
 on the South, the aforesaid tract of twenty-four acres, sold to raise the
 £600 as aforesaid, being four chains on Yonge street, by the whole width
 of the said Park Lots numbers nine and ten, of twenty chains ; that the said
 Ann Dietil should receive and take, as her full share and portion, ten acres
 of the said thirty-four acres next adjoining on the North, the aforesaid tract
 of twenty-four acres, being five chains on Yonge street, by the whole width
 of the said Park Lots numbers nine and ten, of twenty chains ; and that
 the said Sarah should receive and take, as her full share and portion, eight
 acres of the said thirty-four acres next adjoining on the South, the eight
 acres to be received and taken by the said Mary as aforesaid, being four chains
 on Yonge street, by the whole width of the said Park Lots numbers nine
 and ten, of twenty chains, and thus leaving as appurtenant to the aforesaid
 dwelling house, fourteen chains in front on Yonge street, by fourteen chains
 and thirty links in depth, and bounded on the East by Yonge Street, on
 the South by "Teraulay" aforesaid, on the West by the tract to be re-
 ceived by the said Elizabeth as aforesaid, and on the North by the tract
 to be received by the said Sarah as aforesaid ; also, that the said James B.
 Macaulay should receive and take as his ten acres, five acres off the rear of
 the front halves of the said Park Lots numbers nine and ten as aforesaid, and
 relinquish all claims to the Southerly five acres of the ten acres of the front
 half of the said Park Lot number ten, next adjoining the Elmsley Farm
 aforesaid ; all which several parcels of land were in the said Indenture
 particularly described : And after reciting also the concurrence of all par-
 ties in such division, &c., they did mutually and interchangeably grant,
 bargain, sell, assign, apportion, partition, divide and dispose of the aforesaid
 thirty-four acres of land, and other the premises to be thereby settled and
 disposed of as aforesaid, and all right, title and interest of, in and to
 the same in possession, reversion or remainder ; *habendum* to the heirs and
 assigns forever, of each respectively, of, in and to the share, or portion so
 apportioned, and assigned as aforesaid ; which said partition and division
 was further shewn by reference to the diagram or plan of the front halves
 of the said Park Lots to the said petition annexed ; that it was the wish
 and desire of the parties beneficially interested in the lands so divided,
 partitioned, and apportioned as aforesaid, that each should hold the share
 or part so apportioned and assigned to each respectively, in fee simple,
 and to convert the supposed estates tail of the said Elizabeth, Mary, Ann,
 and Sarah, into estates in fee simple, so far as within their power, under
 and by virtue of the Indenture last aforesaid, which said Indenture was
 executed before the passing of the Statute of Upper Canada, passed in
 the second year of the Reign of His late Majesty King William the Fourth,
 chapter thirty-five, for the partition of Real Estates, and before the Statute
 of Canada, passed in the ninth year of Her Majesty's Reign, chapter
 eleven, for the substitution of more simple modes of assurance in lieu of fines
 and recoveries ; and that the Courts exercising jurisdiction in Upper Canada,
 in the year one thousand, eight hundred and thirty, did not afford the
 necessary facilities for enabling married women to levy fines or suffer re-
 coveries to bar entails, according to the law of England at that period ;
 but that the said Indenture was executed and acknowledged by such of
 the parties thereto as were *femes-couvertes* in conformity with the then exist-

ing law of Upper Canada, for disposing of, and parting with their Real Estate by married women; and that the parties interested had ever since desired and considered the arrangement aforesaid as vesting in them respectively in fee simple absolute, the several shares or portions assigned to them as aforesaid, and that it was the wish and desire of all such parties that such should be the effect thereof; and that the parties respectively, their heirs and assigns, had ever since possessed and enjoyed the shares or portions so assigned and apportioned, without any claim, hindrance or denial to the contrary; That the said Allan Macaulay, after the death of his said father, having complied with the conditions in the said Will contained, as respected his profession and residence with relation to the dwelling house, and twenty acres appurtenant devised to him as aforesaid, the same became vested in him accordingly; and that he afterwards died intestate and without issue, whereupon his eldest brother, John Simcoe Macaulay, became his heir-at-law, and succeeded to the inheritance thereof in fee; and that to confirm the said John Simcoe Macaulay in the said Estate, and inheritance, his sisters jointly with their husbands afterwards for valuable considerations, released and confirmed the same unto the said John Simcoe Macaulay, his heirs and assigns forever; That the said Elizabeth Hagerman, and Mary Gamble have since departed this life leaving issue, and their respective husbands them surviving, but that the husband of the former had since died; That the said Elizabeth left one son, named James Talbot, who left Upper Canada of full age, in the year one thousand, eight hundred and forty-nine, and two daughters, named Elizabeth and Mary Jane, of whom the former was afterwards married, and died under coverture, leaving issue one only child, a son, not yet of the full age of majority; and the latter (Mary Jane) is now the wife of John Beverley Robinson, Esquire, parties signing the said Petition; That the said Mary Gamble, deceased, left four daughters but no son; That one of the said daughters afterwards died intestate and without issue, and that the other three are Elizabeth, wife of William Greay, Esquire; Mary Shivers, wife of George W. Boyd, Esquire; and Ann, of full age, and unmarried, and all of whom are parties signing the said Petition; That the said Park Lots numbers nine and ten now form a large part of the Ward of St. John in the said City of Toronto; That the several persons whose names were subscribed to the said Petition were desirous for their own sakes, and for the repose of all persons interested in the premises; that the family arrangements above mentioned should be confirmed, and the validity thereof be established according to the design and import thereof as before explained; and also, that the several deeds made and executed by the aforesaid Executors and Trustees as aforesaid, should be likewise confirmed by Act of Parliament, so that all persons respectively interested in the premises aforesaid might be severally, mutually, and reciprocally bound according to such deeds, and the said Indenture of the tenth July, one thousand, eight hundred and thirty, and that all persons holding from or under the Executors, Trustees or Devisees of the said James Macaulay, deceased, or any of them, or the said John Simcoe Macaulay respectively, may be finally and incontrovertably secured in the Estate or interest which may have been bargained for, sold or conveyed to them or any of them or intended so to be, according to the import, true intent and meaning of such bargains, sales or conveyances respectively, and as if the said Elizabeth, Mary, Ann, and Sarah, the four daughters aforesaid had been vested with and were seized of indefeasible Estates in fee simple of and in the several parcels or tracts of land so partitioned, apportioned or assigned to them respectively by the terms of the said Indenture of the

tenth July, one thousand, eight hundred and thirty. Wherefore (a great many years having elapsed since the transactions and arrangements aforesaid took place, and were concluded), the Petitioners humbly prayed that an Act might be passed to ratify and confirm the various Sales and Deeds of Conveyance made by the Executors and Trustees aforesaid, as before explained, and to ratify and confirm in fee simple the division and partition of the residue of the aforesaid Estate under the aforesaid Indenture bearing date the tenth of July, one thousand, eight hundred and thirty, and the Estate of the said John Simcoe Macaulay, his heirs and assigns in and to the aforesaid dwelling house, and twenty acres appurtenant as aforesaid; 10 And whereas it is expedient to grant the prayer of the said Petitioners: Therefore, Her Majesty, &c., enacts and declares as follows:

Certain conveyances and assurances in the preamble mentioned, notified and confirmed.

I. The several and respective sales and Deeds of Conveyance or assurance, made, executed, and delivered by the Trustees, George Crookshank and James B. Macaulay, and in the Preamble of this Act mentioned, of certain 15 parcels, tracts or portions of the front halves of the Park Lots numbers nine and ten in the Preamble of this Act also mentioned,—expressed, or intended to be made, executed and delivered under, and in execution of the powers or trusts expressed or contained in the Indenture bearing date the twenty-ninth of May, one thousand, eight hundred and twenty-one, or in 20 the Will or Codicil in the Preamble of this Act, also severally mentioned, or in any or either of them,—are hereby ratified and confirmed, and declared to be valid and effectual to pass, transfer, and convey the lands, tenements and hereditaments, estates and interests, which they severally and respectively purport to pass, transfer, and convey, according to the 25 import, true intent and meaning thereof, and valid and effectual to bind all persons beneficially entitled to any Estate or interest therein or thereto in possession, reversion or remainder vested contingent, executory or otherwise howsoever, under or by virtue of the said last mentioned Indenture of Trust, or under the said Will or Codicil or any or either of them or by 30 descent from the Testator, James Macaulay—being of full age, and petitioning for or consenting to the passing of this Act, or hereafter assenting hereto under hand and seal.

A certain partition under an Indenture in the preamble mentioned, notified and confirmed, and declared valid to bar entails and vest fee simple estates in parties interested.

II. The division, partition and apportionment of the residue of the aforesaid Estate or front halves of Park Lots numbers nine and ten aforesaid, under the Indenture bearing date the tenth day of July, one thousand, eight hundred and thirty, in the Preamble of this Act also mentioned, is 35 and are hereby ratified and confirmed, and declared to be valid and effectual to bar all entails and to pass and vest Estates in fee simple to and in the parties severally and respectively mentioned and interested therein, of, 40 in and to the parcels or portions of land to them severally and respectively apportioned, partitioned or assigned, according to the intent of the said Indenture and the prayer of the said Petition in the Preamble of this Act recited; and that the same shall be valid and effectual to bind all persons, their heirs and assigns, beneficially entitled, or who might be hereafter 45 beneficially entitled to any interest in possession, reversion or remainder, vested, contingent, or executory or otherwise howsoever, under the said Indenture of trust, bearing date the twenty-ninth May, one thousand, eight hundred and twenty-one, or the said Will or Codicil or any or either of them, or by descent from the said Testator, James Macaulay. 50

Seizin of certain property declared to

III. The said descent from his brother Allan to and upon John Simcoe Macaulay, and the deed of release and confirmation from the daughters

of James Macaulay, deceased, and their husbands, to the said John Sim-
 coc Macaulay, his heirs and assigns, of the dwelling house and twenty acres
 of land appurtenant, in the preamble of this Act also severally mentioned,
 did impart and confer *seizin* in fee simple upon and unto the said John
 5 Simcoe Macaulay, his heirs and assigns forever, of, in, to and out of the
 said dwelling house and twenty acres of land appurtenant as aforesaid; and
 shall be valid and effectual to bind all persons who might be otherwise
 beneficially entitled to any interest, vested, contingent, or executory or
 otherwise, under the said Indenture of trust of the twenty-ninth May, one
 10 thousand, eight hundred and twenty-one, or under the said Will or Codicil,
 or any or either of them, or by descent from the said Testator, James Ma-
 caulay; and shall be valid and effectual to support all and every the Sale
 or Sales, Deeds, Conveyances and Assurances thereof, or of any part there-
 of made by the said John Simcoe Macaulay, since the death of his aforesaid
 15 brother, Allan Macaulay.

have been con-
 ferred upon J.
 S. Macaulay
 by descent from
 his brother,
 and a certain
 deed of release
 from his sisters
 and their hus-
 bands.

IV. Nothing in this Act contained shall affect or be construed to
 affect the operation of the Statutes of Limitations, 4 Will. IV, chap. 1, 10
 and 11 Vic., chap. 5, sec. 9, upon or in relation to the lands, tenements,
 hereditaments and premises in the Preamble to this Act, and in this Act
 20 mentioned or referred to, or to any portion, share or part thereof, or as
 they or either of them may apply or extend to any person or persons enti-
 tled to, possessed of, or interested in the same, or in any part or parcel
 thereof, in possession, reversion or remainder, or otherwise howsoever.

4 Will. 4, cap.
 1, and 10 and
 11 Vic., cap.
 5, sec. 9 not
 affected by this
 Act.

V. This Act shall be deemed a public Act.

Public Act.