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\* Society for the Conversion and religious Instruction and Education of  
the Negro Slaves in the British West India Islands -

Attorney-General v. the City of London & others.

The above is the official title of the suit in Chancery, an order in which (12 Nov. 1790) is reported in (Vesey Jun. 243).

The £13849 reported in bount of the fund bequeathed by Boyle, was disposed of by the bount, by order of 23 April 1792, confirming the proposed scheme of Master's Reports of 4 August 1791 and 4 Feb. 1792; and the proposals therein made were to continue the payment of the £90 a year to the S. P. B. and to pay over the residue to a Society to be incorporated for the conversion and education of Negro Slaves in the British West Indies.

\* This Society duly obtained its charter (30 October 1793), which is enrolled on the Patent Roll of 34 Geo. III. part 1. (10).

There are very numerous orders and reports in this case, besides the bill and the answers filed thereto.

The whole story (except in respect of details of costs, confirmation of leases to tenants, sales of timber etc., irrelevant to the present inquiry) can be found in: -

(a) Order (Chancery Decrees and Orders - 1790. A. ff. 129 d. - 134) which recites the bill, giving an account of the bequest, of the trusts established under it, & the payments to Abigail Perry, merchant of London, the first agent appointed by the college - In 1772 the Bishop of London, as surviving trustee, filed a bill, to enable timber to be felled on the manor of Brafferton in Yorkshire, which had been bought by the trustees. This was allowed by the bount (14 May 1773) the purchases and <sup>of</sup> payments to be spread over some years - Osgood Hanbury succeeded as agent till his death in Jan. 1784; after 1782 he paid nothing to the college of William and Mary. The petitioner in 1790 begs that, as the late colonies are now in the position of free,

sovereign and independent States, & to all intents foreigners and aliens to this Kingdom, the money shall be applied to the advancement of the Christian religion at home, or in some other parts of his Majesty's dominions. The order further summarizes the answers of John Lloyd (chief executor of Osgood Hambury) and those of the P. G., and of Costabadie, Dunnington and Mills. The bishop as relator is dismissed (as in the printed report.); and the relator and trustees ordered to lay a scheme before the Master Ord for the disposal of the produce of the estate; upon his report, orders to be made, as is just.

- (b) The two relevant Master's Reports are dated 16 Aug. 1791 and 16 Feb. 1792.
- (c) Finally the order made 23 April 1792 confirms the proposal contained in these reports, and gives leave to apply for letters patent incorporating the scheme.

See 1 Vesey jr. 243.

ATTORNEY-GENERAL, at relation of BISHOP OF LONDON v. COLLEGE OF WILLIAM AND MARY in Virginia, the CITY OF LONDON, and Others, Nov. 12, 1790.

3 Bro. C. C. 171. — On information administration of a charity under an appointment by the trustees, and a plan confirmed by decree, taken from the parties appointed, being subjects of the United States of America, and therefore not now liable to controul of the Court. Interest under power of appointing the application of a charity not sufficient to sustain a bill.

Mr. Boyle by will 1691, and codicil 1691, gave the residue of his fortune to be laid out by his executors for charitable and other pious and good uses at their discretion; but recommended that the greater part should be employed for the advancement of the Christian religion among Infidels. There was no other general direction. The Executors agreed to lay out £ 5400 in the purchase of the manor of "A"; which was purchased accordingly, under a decree of the Court, ratifying the agreement; and conveyed by the executors to the City of London upon trust to lay out the rents and profits in the advancement of the Christian religion among Infidels, as the Bishop of London for the time being, and (244) Lord Burlington, one of the executors, should appoint, the appointment to be confirmed by decree of this Court. The trustees appointed the rents and profits to be paid to an agent in London for the College of William and Mary in Virginia for this purpose; that the College should maintain and educate in the Christian religion so many Indian children, as far as the fund would go; and they ordered that the President &c., of the College should transmit particular accounts, of what sums should be received by them, and laid out; and that they should be subject to rules given then till altered. This order was ratified by a decree of the Court. The cause came on upon an information and bill at the relation of the Bishop of London for the purpose of having the disposition of this charity taken away from the College, because emancipated from this Court, and for liberty to lay before the Master a new scheme for the future disposition of it, and for a sum of £ 13,000 in Court the produce of timber cut down, and for an account against several persons, who were receivers or agents through whose hands the money passed, but as it appeared that of those people against whom the account was sought, some, though appointed receivers, had not received anything; and others, who were agents, had made up their accounts fairly, the Attorney-General at the hearing gave up the demand of the account against them.

Attorney General (Macdonald), for the information. Circumstances are now very different from what they were, when the decree was made, under which this plan was adopted. The present situation of the colony in Virginia is such, that, if this fund passes through the hands of the College, this Court cannot see to the application of it according to the testator's intention, regulated by order of this Court. The mode of applying the charity, hitherto used, is now become improper; it is therefore necessary to find some other mode of applying the charity, reserving the object; and for that purpose the Bishop of London, now the only surviving trustee, ought to be at liberty to deliver in fresh plans. The College state their claim to apply this Charity as servants of this Court thus:— That they had a charter of incorporation from King William and Queen Mary; and there they stop short, and do not claim as such corporation. Whatever was their former situation, they are now no longer a corporation with respect to this country, as a creature of the great seal of this country. They merely say, that it is possible, that the Charity may be applied by them, and therefore submit, (245) that it ought; but it cannot, as the control of this Court over them is at an end.

Mr. Mansfield and Mr. Mitford, for the College. There is no reason to disturb this. The present application of it is as near the intention of the

testator, as any plan can be. The change, which has taken place, has not produced any impossibility of inquiring into their conduct. The alteration is merely the relinquishment of the government of that country by this. All that was done by the treaty, was to acknowledge them independent; every thing else remained as before. It must be presumed this College remains in the same situation as before the separation, except in this single instance. The application of the money can be managed as well now as before by accounts properly transmitted to the officer of this Court. Even a conquered country remains in the same situation, till the conquering power alters it. There has been a case like this; that of the Convents in Normandy and other English provinces in France, which possessed considerable lands in this country; and when they came under the dominion of France, they still continued to hold their property till the time of Henry the Vth (2<sup>nd</sup> Inst. 583; 1 Bla. Com. 386; 4 Bla. Com. 112; Rap. Hist. Eng. 509, 2<sup>d</sup> edit.) and though from time to time it was confiscated upon account of war, yet it was restored with peace. There is nothing in the information suggesting a doubt, that this corporation does not continue. They are sued now as a subsisting College, and put in their answer as such. They state by their answer, that a considerable sum is due to them for educating and maintaining children according to the intention of the testator, and therefore, if they are no longer to be intrusted with this fund, yet they are creditors for so much, and ought to be satisfied for that debt.

Attorney General. In the schedule to their answer they only use the general word "expenditures" though ordered by the decree to transmit particular accounts.

Lord Chancellor (Thurlow), to the Counsel for the College. Where is the scire facias in case of misbehavior? Suppose your doctrine relative to the conquest holds by analogy to the (246) actual state of America, you must suppose, they might be reformed by scire facias in their own Courts, for it certainly could not be in the Courts of the conquered Prince. As to the case of Convents the same thing happened to the Knights Templars, and to the Knights of Malta they were religious institutions, and it turned entirely upon that. The Bishop of London seems not to have a sufficient interest in the fund to sustain a bill; it must be dismissed as to him; the information was proper, but the bill improper. If the agents and receivers have accounted fairly, why should they have costs? If trustees have fairly accounted, and paid the money into Court, their costs are of course; therefore those persons ought to have them out of the fund. (Beames on Costs 146.) I am inclined to give the costs of the College also; but I think it a little irregular. I cannot take notice of them as a corporation; you have not proved them an existing corporation at all; nor can I give them costs individually. Give the City of London and other defendants their costs.

Sir

We have now took a Copy of the Chancellor's  
Decree. It would have cost some Pounds - We have  
a Copy of the Minutes of the Decree which will  
probably ~~will~~ answer your Purpose. I will thank  
you to <sup>return</sup> ~~return~~ us soon as you have taken a Copy.

Sir

Covey Street

16<sup>th</sup> March

1796.

Sir

For Mr. Biddle's Use

Your Obedt. Servt.

John Forster

Chancery Decees  
of England respecting  
the Bruffton Estate

Friday 12 November. )  
This cause coming on )  
the 8th December in- )  
stant )

His Majesty's Attorney General at the  
Relation of the Rev. Father in God Beilby  
Lord Bishop of London Informant and the  
said Bishop Plaintiff. The Mayor Common-

alty and citizen of the City of London the President  
and Masters or Professors of the College of William and Mary  
in Virginia in America The Company for Propagating the Gos-  
pel in New England and the parts adjacent in America John  
Lloyd David Barclay Richard Gurney Jacob Costabadie John  
Dunnington William Mills William Anderson and Samuel Gist,  
Defendants. By original Bill and Bill of Revivor and Sup-  
plement - - - - -

and also this present day to be heard and debated before the  
Right Honourable the Lord High Chancellor of Great Britain  
in the presence of Counsel learned on both sides, the sub-  
stance of the original information and bill exhibited by  
the relator and plaintiff against all the defendants (except  
the defendants Costabadie, Dunnington and Mills) and also  
against John Clough since deceased appeared to be that the  
Honble. Robert Boyle long since deceased was possessed of  
a considerable personal estate and made his will dated the  
18th day of July 1691 and also a codicil thereto dated the  
29th day of December 1691, and by such will he directed the  
residue of his personal estate after payment of his debts  
and legacies should be laid out by his sister the Lady Rane-  
lagh if she should survive him, and in case of her death  
before him then by his executors in such manner as by any  
codicil or other writing under his hand he should there-  
after direct, and for want of such direction for charitable  
and other pious good uses at hers or their discretion; but



he recommended to her and them to lay out the greater part for the advance or propagation of the Christian Religion amongst infidels, and he by his said will appointed the said Lady Ranelagh and the Right Honble. Richard then Earl of Burlington and John Warr executors of his said will; and the said Lady Ranelagh dying between the times of making the said will and codicil and the said Robert Boyle appointed Sir Henry Ashurst Knight as an executor in her stead. That the said Robert Boyle died without revoking or altering the aforesaid disposition of the residue of his personal estate and without having by any codicil or other writing under his hand given any direction as to the manner in which all or any part of the residue of his personal estate should be laid out or disposed of save as aforesaid. And the said Earl of Burlington Sir Henry Ashurst and John Warr proved his said will and they possessed themselves of his personal estate to a large amount and much more than sufficient for payment of his debts and funeral expences, and they afterward agreed to lay out £5400 (which was considered by them as the greater part of the surplus of the said testator's personal estate) in the purchase of the manor of Brafferton in the county of York, and divers lands, tenements and hereditaments situate within or near the manor, and which were then the estate of Sir Samuel Gerrard, with a view to the settling of such estate, so that the income thereof might be from time to time for ever applied for the advancement of the Christian religion according to the said will or codicil of the said testator; and as the then Colonies of New England and Virginia in America were part of the Realm of England or subject to that Crown and were then likely and expected to continue so for ever thereafter they also resolved and agreed that the income of such estate should be remitted to those Colonies to be there employed for such charitable and religious purpose, and for affecting such design

and purpose they agreed upon the following method, namely, to grant out of the said manor and estate a rent charge in perpetuity of £90 per annum to the Corporation or Society for Propagating the Gospel in New England and the parts adjacent in America, and their successors to be appointed by that Company as follows, namely, £45 per annum one moiety thereof for the salary of two ministers to instruct the natives in or near His Majesty's then Colonies in New England in the Christian religion and to transmit the other £45 per annum unto the President and Fellows of Havard College in Cambridge in New England and their successors to be by them employed for the salary of two other Ministers to teach the natives in or near the College there the Christian religion, and subject to the said £90 per annum to convey the said manor and estate to the Mayor and Commonalty and Citizens of the City of London and their successors UPON TRUST that the rents and profits thereof over and above the said £90 per annum and a Receiver's salary and other incident charges should be laid out for the advancement of the Christian religion in Virginia in such manner and subject to such methods and rules as the Earl of Burlington and the Lord Bishop of London for the time being should under their hands and seals appoint, so as such appointment should be made on or before Lady Day 1697 and should be confirmed by the Decree of this Court. That there being some delay in completing the said purchase the then Attorney General and Dame Elizabeth Gerrard and Thomas Owen who were executors of the said Sir Samuel Gerrard exhibited an information and bill in this court against the said executors of the said Robert Boyle praying a completion of the said purchase, and an establishment of the charity and the defendants having appeared to the said Bill and put in their answers thereto the said cause came on to be heard on the first day of August 1695

when it was referred to one of the Masters of this Court to take an account of the said Testator's personal estate and to examine and certify whether £5400 agreed to be laid out in the said purchase was the greater part of the residue of the said testator's personal estate, and whether the value of the said estate was equivalent to the purchase money; that the said Master having made his report the said cause came on to be heard on the 8th day of the said month of August when the court decreed that the said defendants should proceed in the purchase and that the before mentioned method of disposing of the said charity should be the same was thereby ratified and confirmed with the addition, namely, that a yearly account of the said £90 per annum should after the death of the then Earl of Burlington, and Sir Henry Ashurst be sent to the President of Trinity College in Oxford of which the said Robert Boyle had been a member, as well as to the heirs of the said Earl and Sir Henry Ashurst; and it was further ordered that after the said purchase should be made the said Defendants should grant the said rent charge of £90 per annum to the said Company for propagating the Gospel in New England and parts adjacent in America and their successors for the purpose aforesaid and afterward should convey the said manor and premises so charged to the Corporation of London subject to the Trusts aforesaid; that in pursuance of the said Decree the said manor and lands of Brafferton <sup>were</sup> in consideration of the said £5400 conveyed to the said Earl of Burlington Sir Henry Ashurst and the said John Warr and their heirs, and they by indenture dated the 30th day of August 1695 granted thereout a rent charge of £90 per annum in perpetuity to the said company for propagating the Gospel in New England and parts adjacent in America and their successors, upon the trusts aforesaid, and by indentures of Lease and Release dated the 30th and 31st of the said month of August they the said

Trustees conveyed the said manor and lands of Brafferton unto the Mayor and Commonalty and Citizens of the city of London and their successors for ever UPON TRUST that the rents and profits thereof over and above the said £90 per annum and the receiver's salary and other necessary and incident charges should be laid out and disposed of for the advancement and propagation of the Christian religion amongst infidels in Virginia, in such manner and subject to such rules and methods as the Earl of Burlington and the Lord Bishop of London for the time being under their hands and seals should appoint, so as such appointment should be made before the 25th day of March 1697 and confirmed by the Decree of this court within six months upward, and for default of such appointment then as the Lord Chancellor or keeper of the Great Seal of England for the time being should order or appoint, that the said Earl of Burlington and Henry then Lord Bishop of London by an instrument in writing under their hands and seals dated the 21st of December 1697 agreed to appoint and did appoint the following rules and methods for the application of the said charity in Virginia, namely, First, that the yearly rents and profits of the said manor [of] Brafferton after the deduction thereof of £90 per year to the Company for propagating the Gospel in New England and other necessary or incident charges should be by the Receiver thereof paid into the hands of Midajah Perry then of London merchant and their agent for the President and Masters of the College of William and Mary in Virginia and to the future agent in England for the said College for the time being; Secondly, that all sums of money received out of the said manor subject to the deductions aforesaid should be remitted to the said President and Masters for the time being; Thirdly, that the President and Masters and their successors should thereof expend so much as should be necessary toward

fitting and furnishing lodgings and rooms for such Indian children as should be thereafter brought into the said College; Fourthly, that they should keep at the said College so many Indian children in sickness and health in meat, drink, washing, lodging, cloaths, medicines, books and education from the first beginning of letters until they should be ready to receive orders and be sufficient to be sent abroad to preach and convert the Indians at the rate of £4 per annum for every such child at the yearly income of the said estate subject to the deductions aforesaid should amount to; Fifthly, that the care, instruction and education of such children as should be thereafter placed in the said College should be left to the President and Masters thereof for the time being but yet subject therein as they were for all their Trusts to the visitation and inspection of the Rector and Governors of the said College for the time being; Sixthly, that the said President and Masters and their successors should once every year transmit to the Earl of Burlington and Bishop of London for the time being a particular account of what sum and sums of money they should receive by virtue of the said Decree as also lay out or expend in all or any of the matters aforesaid and the occasions thereof as also the number and names of the Indian children that should be brought to the said College together with their progress or proficiency in their studies and of all other matters relating thereto; Seventhly, that the laying out the money from time to time to be remitted as also the manner and method of educating such children and all other matters relating to the said charity or the execution of it should be subject to such other rules and methods as should be from time to time transmitted to the said President and Masters and their successors by the Earl of Burlington and Bishop of London for the time being and in default thereof to such rules and methods as the Rector and Governors of the said College for the

time being should make or appoint but until such further rules were made the rules and directions thereby given as aforesaid were to take place; Eighthly, that the name of the Benefactor might not be forgotten the said Earl of Burlington and Lord Bishop of London directed that the Charity should be called The Charity of the Honble. Robert Boyle esquire of the City of London Deceased, that by a subsequent Decree of this court dated the 9th of June 1768 It was decreed that the said rules and methods and all the matters and things therein contained should be ratified confirmed and established with the following additions and alterations, namely, in the 6th rule that the yearly account thereby appointed to be transmitted to the Earl of Burlington and the Bishop of London [for] the time being should be from time to time by the said Earl and Bishop transmitted into this Court to be filed by the Register thereof. And whereas in the 7th Rules it was mentioned that the laying out of money, the manner of educating the children and all other matters relating to the said charity or the execution of it should be subject to such rules and methods as from time to time be transmitted to the said President and Masters and their successors by the Earl of Burlington and Bishop of London for the time being or in default thereof to such rules and methods as the Rector and Governors of the said College for the time being should make or appoint. It was ordered that such other rules and methods touching the said Charity should be first confirmed and approved by this Court. And it was further ordered that the said Micajah Perry should be first Receiver of the rents and profits of the said Trust Estate for the purposes in the said rules and methods; and that he should appoint a receiver under him until further order and should take and allow such receiver's accounts that from the time of the date of the <sup>said</sup> last mentioned decree

some merchant in London had acted as agent for the said College of William and Mary for the purposes of the said Charity; and such agent had from time to time employed some person residing near the said manor and estate to receive the rents and profits thereof, and the receiver so employed in the country had from time to time until of late years accounted to such agent in London and remitted the clear rents and profits of the said manor and estate (which had for many years past amounted to £300 and upwards yearly) unto him who had from time to time unto of late years paid the yearly rent charge of £90 to the Company for Propagating the Gospel in New England and remitted the surplus to the said College of William and Mary for the purposes of the aforesaid Charity; that there being in 1771 a considerable quantity of timber and other trees growing in woods and upon other parts of the said estate fit to cut, and it appearing that a great advantage might arise to the said Charity from those woods if a proper quantity was cut down an information was exhibited in 1772 in the name of the then Attorney General at the relation of the President and Masters or Professors of the said College of William and Mary in Virginia and of Asgood Hanbury their then agent resident in London against the Corporation of London as Trustees and agt. Richard then Lord Bishop of London as having the sole right to form regulations and directions for the government of the said Charity, the title of Earl of Burlington being then extinct, and against the Company for Propagating the Gospel in New England as having a claim of £90 a year out of the said estate; and praying that such timber as was proper to cut might be cut down and sold and that a scheme might be laid before the court for the application of the money arising by the sale of such timber; and that such money might be applied for the advancement of the said Charity under the further directions of this court. And to which information the said Corporation of London put in

an answer whereby they submitted to act as the court should direct, and the then Lord Bishop of London in his answer insisting that the mode of application of the money to arise by sale of the timber proposed to be cut ought to be laid before him for his approbation, and that he might make such alterations and variations therein as he should see fit, or that he should be at liberty to propose to the court a scheme for the application thereof if he should think proper; and the Company for propagating the Gospel in New England likewise put in their answer, submitting that the timber might be sold for the purposes in the information mentioned in case it should appear that the estate without the timber was sufficient to answer the said yearly rent charge of £90. That on the 14th day of May 1773, the said cause came on to be heard, when it was referred to Mr. Harris then one of the Masters of this Court, to examine whether there were any and what timber and other trees upon the said estate fit to cut, and ordered that such trees as the said Master should find proper to be cut should be sold with his approbation and cut down under the inspection of a person to be approved of by him, and that the money to be produced by the sale should be paid by the Purchaser into the Bank with the privity of the Accountant General to be placed to the credit of the said cause, subject to the further order of the Court. And it was further ordered that the said Master should make a reasonable allowance to the person to be appointed to inspect the cutting down the said trees for his care and trouble therein and the expences attending the same, and that such allowance should be paid out of the money arising by the said sale; and it was also ordered that the said relators and the defendant the Bishop of London should lay a scheme or schemes before the said Master for the application of the money to be produced by the said



sale, and he was to state the same with his opinion thereon to the court; and it was further ordered that all parties should be paid their costs out of the money to arise by the sic said sale, and further directions were reserved until after the the said Master should have made his report, and any of the parties were at liberty to apply to the Court as there should be occasion; that the said Master by his report dated the 14th of December 1773 certified his approbation of cutting down the timber and other trees mentioned in a schedule annexed to his report and of selling the same before cut down in two lots upon the terms and conditions mentioned in the said schedule, and in the said schedule the said timber and other trees which were certified to be proper to be sold were divided into two lots, namely, Lot No.1 and Lot No.2 and by the terms of sale which were mentioned in such schedule it was provided in order to the (sic) conform to the custom of the country in considerable sales of wood, that the purchasers of Lot No.1 which was by far the greater lot should be allowed five years from the 1st of April 1774 to cut the timber and other trees included therein and should pay the purchase money for that lot into the Bank with the privity of the said Accountant General to the credit of the said cause in five equal yearly payments, the first payment to be made on or before the 20th day of June 1774, and the last on or before the 20th day of June 1778, and that the purchaser of lot No.2 should be allowed three years to cut down the timber and other trees included therein and should pay the purchase money for the same into the bank by three equal yearly payments the first to be made on [or] before the 20th day of June 1774 and the others on the same day in the two then succeeding years; that on the 8th day of February 1774 the said two lots were sold before the Master to the highest bidder and Mr. George Atkinson was reported the best purchaser of both lots, namely, of lot No.1 at £6600, of Lot No.2 at £735, on the terms above mentioned, in conse-

quence of which he was to pay for the first lot by five annual instalments of £1320 each and for the second by three annual instalments of £245 each. That the said sums of £6600 and £735 were accordingly by such instalments and at such times as aforesaid paid into the bank in the name of the Accountant General to the credit of the said last mentioned Cause; and the said Richard Lord Bishop of London who was a defendant in the said last mentioned suit dying in or about March 1777, and the Right Reverend Dr. Robert Lowth having been soon afterwards elected and confirmed Bishop of the said See of London, a supplemental information was exhibited in the name of the then Attorney General at the relation of the said President and Masters or Professors of the said College of William and Mary in Virginia, and of the said Osgood Hanbury against the said Robert Lord Bishop of London, praying that the said suit, decree and proceedings might be carried into full execution and the costs of all parties in the said suit were taxed or paid out of the money paid into the bank as aforesaid; and an allowance was settled for a proper person for inspecting the cutting down the said timber and other trees, and the rest of the said money was from time to time laid out in the purchase of £3 per cent. bank annuities in the name of the said Accountant General to the credit of the said cause, and the dividends which had from time to time arisen on the said bank annuities so purchased had been under orders of this court laid out in the name of the said Accountant General to the credit of the said cause, insomuch as there is now standing in the name of the said Accountant General to the credit of the said cause in £3 per cent. Consolidated Bank Annuities the sum of £13849.2.10. no direction other than as aforesaid having ever been given by the Court for the application of the produce of the said timber or other trees or of the interest or income of such produce or any part

thereof; that the said Dr. Robert Lowth, late Lord Bishop of London, died in November 1787, and after which the plaintiff Beilby now Lord Bishop of London was elected into the said See of London and confirmed therein and he is now Bishop thereof, and therefore and as the title of Earl of Burlington had been long extinct as aforesaid the plaintiff was the only person intitled to form, alter and vary regulations and directions for the disposition management and government of the said Charity created by the said Robert Boyle as aforesaid, subject to the approbation of this court, but no supplemental information or bill had ever been exhibited against the plaintiff for carrying on the said decree against him and therefore the plaintiff as he was advised was intitled to have the benefit of the said suit instituted in 1773 and all proceedings therein and to have the decree which was made therein as aforesaid carried into full execution and to have the like further directions given in the said cause as could or would have been given if the said Robert who was then Bishop, that the said Osgood Hanbury continued to act as agent in London for the President and Masters or Professors of the said College of William and Mary in Virginia to the time of his death which happened to (sic) the 11th day of January 1784; soon after which John Lloyd merchant was appointed agent in London for the said President and Masters or Professors and he for some years continued such agent or to act as such; but the said President and Masters or Professors <sup>having</sup> / lately appointed William Anderson and Samuel Gist, both of London, merchants, their agents for the purpose aforesaid, they now acted as such, and John Clough was and for many years had been in the management and receipt of the rents and profits of the said manor and estate at Brafferton, and such estate having been for all or most part of such time of such yearly value as aforesaid although the said John Clough had from time to time remitted

some sums of money to a large amount in the whole on account of such rents and profits unto the said Osgood Hanbury in his life time and since his death to the said John Lloyd yet the said John Clough had remitted but little if any money on account to the said William Anderson and Samuel Gist or either of them, and a large sum of money remained due from the said John Clough on account of such rents and profits, that although the said Osgood Hanbury from time to time paid the said annuity of £90 to or for the use of the said Company for Propagating the Gospel in New England to Lady Day or thereabouts in 1782 he did not pay any money whatsoever to or for the use of the said Company for any time since that time, and although he for some years remitted the surplus of the rents and profits of the said manor and estate to or for the use of the said President and Masters or Professors of the said College of William and Mary in Virginia yet he for a great many years forbore to remit or pay any money whatsoever to or for the use of the said College on account of the said rents, and neither the said John Lloyd nor the said William Anderson nor the said Samuel Gist had ever paid any money in respect of such rents and profits either to or for the use of the said Company for Propagating the Gospel in New England or the said President and Masters or Professors of the College of William and Mary in Virginia, and therefore the whole money which had been received by the said John Lloyd on account of the rents and profits of the said manor and estate remained due from him, and the whole money which had been received on such account by the said Anderson and Gist or either of them remained due from them or him; that the said Osgood Hanbury made his will and thereby appointed the said John Lloyd and also David Barclay and Richard Gurney executors thereof and they duly proved such will; that both the aforesaid Provinces of New England and Virginia in 1775 fell into a state

of general rebellion against His Majesty the King of Great Britain and continued in that state until 1783 when they were with eleven other Provinces in America which were lately under the Dominion of his said Majesty declared to be free sovereign and independent states except from all claims of his said Majesty his heirs and successors to the government propriety and territorial rights of the same and every part thereof and they had ever since continued and still were so independent, and therefore all inhabitants of such states were to all intents and purposes foreigners and aliens as to this kingdom; and for such reasons the plaintiff was advised that no further part of the rents or profits of the said manor and estate ought to be paid either to the said Company for Propagating the Gospel in New England or to the said President Masters or Professors of the said College of William and Mary for the charitable purposes aforesaid or either of them or any other person whatsoever, but that the money due from the executors of the said Osgood Hanbury and from the said John Lloyd and John Clough for or in respect of the rents and profits of the said manor and estate ought to be applied in some other manner for the advancement of the Christian religion in this kingdom or in some other part of his Majesty's dominions as more suitable to the intention of the said testator, and that the future rents and profits of the said manor and estate ought to be for ever hereafter applied for the like purpose; and the plaintiff is also advised that the said £13849. 2.10. in £3 per cent, Consolidated Bank annuities ought to be invested in the purchase of lands as soon as a convenient purchase can be made, and that the rents and profits of such land when purchased and the interest and dividends of an on such bank annuities in the meantime until the same should be so laid out ought to be applied in like manner; that the plaintiff made application to the defendants the Mayor and

Commonalty and Citizens of London to concur with him in proper measures for laying out the said sum in Bank Annuities in a proper purchase of lands and in settling some plan for the employment of the whole income of the said Charity Fund in this kingdom or in some other part of his said Majesty's Dominions for the advancement of the Christian religion; and Plaintiff had also applied to the said Lloyd Barclay, Gurney and Clough and also to the said Anderson and Gist to account for all the money received by them or the said Osgood Hambury for the rents and profits of the said manor and estate and not already accounted for by them and to pay what should appear due from time or from the said Hanbury at his death on such accounts in order that the same might be applied as aforesaid; but the said defendants declined to comply with such requests and the said President and Masters or Professors of the said College of William and Mary and the said Company for Propagating the Gospel in New England and the said President and Fellows of Havard College in Cambridge in New England insist that the income of the said manor and estate ought to be continued to be paid to them; and also that the income of lands to be purchased with the said Bank Annuities ought also to be paid to them for the purposes aforesaid notwithstanding the circumstances aforesaid. Whereas the plaintiffs submits the contrary for the reasons aforesaid, that the information and bill charges that notwithstanding the aforesaid rule or order that annual accounts should be transmitted to England no such account hath at any time within many years past been transmitted to the Bishop of London for the time being or to the President for the time being of Trinity College in Oxford of which the said Robert Boyle was considered to have been a member or to the President of Trinity College in Cambridge of which College he was really a member. And the plaintiff submits

to the Court whether interest ought not to be paid on the money due for the rents and profits of the said estate received as aforesaid or part thereof the plaintiff charging that some considerable interest hath been made from the same or great part thereof; and the information and bill also charges that the said President and Masters or Professors of the College of William and Mary in Virginia and the said President and Fellows of Havard College in Cambridge in New England, if they are still existing, and Corporations in America, and all persons who are or claim to be members thereof live there or elsewhere beyond the seas and out of the jurisdiction of this Court, as do also the four ministers to whom the said annuity of £90 per annum is directed to be paid. THEREFORE that the defendants might answer the premises, and that the plaintiff might have the benefit of the said suit instituted in or shortly before 1773, and that the said decree therein might be carried into full execution, and that all further proper directions might be given in the said cause and particularly that the said Bank Annuities might be laid out in the purchase of lands and that directions might be given for the application in England or in some other of his Majesty's Dominions of the rents and profits of such lands, and of the dividends on such Bank Annuities until the same should be laid out for the advancement of the Christian Religion, and that an account might be taken of all the rents and profits of the said manor and estate of Brafferton received by the said defendant Clough and un-<sup>of</sup>accounted for; and also/all money received by the said Osgood Hanbury and John Lloyd and the said Anderson and Gist on account of such rents and profits, and that they and the said defendants Barclay and Gurney might respectively pay what should be found due on such account with interest for the same, and be restrained from paying any more money in respect thereof to and for the use of the

said President and Masters or Professors of the said College of William and Mary in Virginia or the said Company for Propagating the Gospel in New England; and if the said Lloyd, Barclay and Gurney should not admit assets of the said Banbury sufficient to pay what should appear to have been due from him at his death on the accounts as aforesaid then that an account might be taken of his personal estate possessed by or for the use of them; and that directions might be given for the application in England or in some other part of His Majesty's Dominions of the money due on the accounts aforesaid and of the future rents and profits of the said manor and estate at Brafferton, and that some proper person might be appointed by the court for receiving the rents and profits of the said manor and estate at Brafferton now due or hereafter to grow due and of the rents and profits of the lands to be purchased with the said Bank Annuities and of the said dividends on such Bank Annuities until the same should be so laid out and to be relieved is the scope of the information and bill. That the said John Clough appeared and put in his answer and afterwards died having made his will and appointed the defendants Costobadie Dunnington and Mills his executors, who proved the same, and the said suit and proceedings having abated by the death of the said John Clough the relator and plaintiff exhibited his information and bill of revivor into this court against the said defendants his executors and the said suit and proceedings stand duly revived by order of this court dated the 14th day of May last WHERETO the Counsel for the defendant John Lloyd alleged that he by his answer says he believes that the Honble. Robert Boyle deceased did by his will and a codicil thereto or one of them make such disposition of the residuum of his personal estate as in the information and bill stated and did appoint the Right Honble. Richard then Earl of Burlington Sir Henry Ashurst knight and baronet and



John Warr gentleman, executors of his will. And that the said Robert Boyle died without revoking or altering the said disposition of the residuum of his personal estate; and that the said executors duly proved his said will and codicil and possessed themselves of his personal [estate] and believes that the said Earl of Burlington Sir Henry Ashurst and John Warr afterwards agreed to lay out the greater part of the surplus of the said testator's personal estate in the purchase of the manor of Brafferton in the county of York and divers lands, tenements and hereditaments situate within or near that manor with a view to the settling of such estate in such manner as that the income thereof might be from time to time for ever applied for the advancement of Christian religion according to the will of the said testator; and that for effectuating such design and purpose they the said executors agreed upon such method of settling the said estate and applying the income thereof as in the information and bill is set forth, and believes that an information and bill was exhibited in this court against the said executors of the said Robert Boyle for the purpose in the information and bill is mentioned, and that on the first of August 1695 such decree was made in the said cause and on the 8th day of the same month such further decree was made therein as in the information and bill is also set forth; and believes that in pursuance of such last mentioned decree the said manor of Brafferton and lands there were conveyed to the said Earl of Burlington, Sir Henry Ashurst and John Warr and their heirs, and that they executed such respective indentures as are in the present information and bill set forth; and that by an instrument in writing dated the 21st of December 1697 under the hands and seals of the said Earl of Burlington and the then Lord Bishop of London such rules and methods ever appointed touching the Charity in question as in the Bill and Information stated; and that

a subsequent decree was on the 9th day of June 1698 made in the said Cause to such effect as in the present information and bill set forth; and believes that from the time of the date of the said last mentioned decree some merchant or other person in London has acted as agent for the College of William and Mary in the present information and bill mentioned for the purposes of the said Charity; and that such agent hath from time to time employed some person near the said manor and estate to receive the rents and profits thereof, and that such receiver from time to time until the death of Asgood Hanbury after mentioned or until a short time before his death account for such rents and profits to the agent for the time being of the said College and remitted the clear rents and profits of the said manor and estate to such agent or until a short time previous to the death of the said Asgood Hanbury; and the defendant saith that the yearly rent charge of £90 hath been paid and remitted to the Company for Propagating the Gospel in New England up to the time after mentioned and no longer as he believes, and that the surplus of the rents and profits of the said manor and estate hath been withheld from the said College to such time <sup>as</sup> after mentioned as he likewise believes; and believes that an information was exhibited in this court in the year 1772 in the name of the then Attorney General at the relation of the President and Masters or Professors of the said College of William and Mary, and of the said Osgood Hanbury their then agent resident in London against the Corporation of London as Trustees and against the then Lord Bishop of London as having the sole right to form regulations and directions for the government of the said Charity (the title of the Earl of Burlington being as the defendant believes then extinct) and against the Company for Propagating the Gospel in New England for such purpose as in the present information and bill mentioned; and that on the 14th of May 1773 the said last mentioned cause came

on to be heard, and that such decree was then made therein, and the Master to whom the said cause was referred did afterwards make such report therein as stated in the present information and bill; and believes that the two lots of timber mentioned in the said report were afterwards sold before the said Master for such sums of money respectively as in the present information and bill mentioned and that the same were paid into the Bank in the name of the Accountant General to the credit of the last mentioned cause; and that the Lord Bishop of London who was a defendant in the said last mentioned suit dying a supplemental information was exhibited in the said suit against the Rt.Rev. Dr.Lowth who succeeded to the said Bishoprick, and that the money paid into the Bank as aforesaid was from time to time laid out in the purchase of £3 per cent. Bank Annuities in the name of the said Accountant General to the credit of the said last mentioned cause; and that the dividends which have from time to time arisen on the Bank Annuities so purchased have been under the orders of this court also laid out in the name of the said Accountant General to the credit of the same cause; and that there is now standing in the name of the said Accountant General to the credit of such Cause in £3 per cent. Consolidated Bank Annuities £13849.2.10. no directions having yet been given by the court for the application of the produce of the said timber or of the interest or income of such produce; and he believes that the said Dr.Robert Lowth died about the time in the information and bill mentioned soon after, whose death the plaintiff Beilby now Lord Bishop of London was elected into the said See and confirmed therein and is now Bishop thereof; and the defendant also believes that no supplemental information or bill hath ever been exhibited against the said plaintiff for carrying on the said last mentioned decree, and admits that the said Osgood Hanbury continued to act as agent in London for the said President and Masters or Professors

of the said College of William and Mary to the time of his death which happened on the 11th of January 1784; and saith that he never became the agent of or for the said President and Masters or Professors of the said College, nor hath ever acted as such or in that capacity except as after mentioned although he was applied to by them to accept of such office he however declined to accept of the same; and believes that Samuel Gist and William Anderson were appointed by the said President and Masters or Professors of the said College their agent in London in the room and stead of the said Osgood Hanbury; and that the said Samuel Gist and William Anderson have ever since continued and now are the agents in London for the said President and Masters or Professors of the said College; and saith that the said Osgood Hanbury made his will and thereby appointed the defendant and David Barclay and Richard Gurney joint executors thereof, and they duly proved such will; and the defendant saith he hath been the chief acting executor under such will; and that he in conjunction with the said David Barclay and Richard Gurney have possessed themselves of the personal estate of the said Osgood Hanbury or the greatest part thereof to the amount which the defendant believes to be fully sufficient to pay and satisfy all his debts and funeral expenses; and admits that John Clough now is and for many years hath been in the management and receipt of the rents and profits of the said manor and estate and in particular he <sup>the</sup> said John Clough hath been such manager or receiver for the whole or great part of the time the said Osgood Hanbury was agent for the said President and Masters or Professor of the said College as the defendant believes; and admits that the said John Clough during the time the said Osgood Hanbury was such agent as aforesaid did from time to time remit divers sums of money to the said Osgood Hanbury on account of the rents and profits of the said estate;

and admits that [after] the said Osgood Hanbury's death the said John Clough hath from time to time remitted divers sums of money to the defendant on account of the rents and profits of such estate, and which sums were remitted to the said defendants by the said John Clough by reason of his the defendant's being one of the executors of the said Osgood Hanbury who was at his death the agent of the said College as aforesaid; and believes that the said Osgood Hanbury from time to time paid or remitted the said yearly sum of £90 to or for the use of the said Company for propagating the Gospel in New England and parts adjacent in America up to Lady Day 1782 and no longer, and that he withheld the same from that time until his death; and saith there has been remitted to the said Osgood Hanbury in his life time and to the defendant since the decease of the said Osgood Hanbury several sums of money as mentioned in the Schedule to his answer; and says that in a few months after the death of the said Osgood Hanbury (to wit) in September 1784 the defendant received a letter from the said defendant Dr. Robert Lowth then Bishop of London in words and figures or to the effect following, namely, "Fulham Middlesex September 22, 1734, Sir, as the appropriation of the Charity of the Honble. Robert Boyle for the purpose of civilizing the Indians in North America is vested in me with the approbation of the Court of Chancery and as a number of the American Colonies are now become independent of Great Britain and the province of Virginia in which is the College of William and Mary being of that number will make an application to the court of Chancery for necessary directions as to the application of that fund I must therefore desire you will postpone any future payment to that College of the rents of the estate at Brafferton or of any other moneys in your hands belonging to the above Charity until you have further directions from me concerning the same; and likewise desire you will send me an exact state of the account as it now stands";

and admits that he hath not since the death of the said Osgood Hanbury paid or remitted to or for the use of the said Company for Propagating the Gospel any sum of money whatever on account of the said yearly sum of £90 nor hath the defendant since the death of the said Osgood Hanbury paid or remitted any money to or for the use of the said President and Masters or professors of the said College on account of the rents and profits of the said estate save and except that the sum of £381.1. 0. mentioned in the said schedule was placed to the credit of the said President and Masters or Professors of the said College being the balance which was due to the said Osgood Hanbury, John Hanbury and the defendant for bills which the said President and Masters had drawn on them on account of the said Estate; and saith that after deducting the sum of £381.1.0. and also the other monies paid as mentioned in the said schedule there is now in the hands or possession of the defendant on behalf of himself and the other executors of the said Osgood Hanbury and otherwise as he computes and believes £2776.12.3. and no more on account of what they or he have received from or on account of the said Brafferton estate as aforesaid as appears from the said schedule; and saith he hath heard the provinces of <sup>[New]</sup> England and Virginia in 1775 fell into a state of general rebellion against His Majesty the King of Great Britain and continued in that state until 1783 when they were with 11 other provinces in America which had been lately under the dominion of his said Majesty declared to be States independant of his said Majesty and this Kingdom and that they have ever since continued and still are so independant; but the defendants submits whether no further part of the rents and profits of the said manor and estate ought to be paid to the said Company for Propagating the Gospel in New England or to the said President and Masters or Professors of the said

College for the charitable purpose in the said Information and Bill mentioned or any other purpose whatsoever or whether the money in the hands of the said Osgood Hanbury at the time of his death arising from the rents and profits of the said estate as aforesaid or the money now in the hands of the defendant arising from the rents and profits of such estate ought to be applied in some other manner in this Kingdom or in some other part of His Majesty's dominions for the advancement of the Christian religion or whether the future rents and profits of the said manor and estate ought to be for ever hereafter applied for the like purpose or whether the said sum of £13849.2.10. Bank £3 per cent. Consolidated Annuities and the interest and dividends thereof ought to be applied in the manner in the information and bill mentioned; and saith that several years before the death of the said Osgood Hanbury a partnership subsisted between the said Osgood Hanbury, John Hanbury, and the defendant under the firm or stile of Hanburys and Lloyd in the business of merchants, and that in the course of such business divers persons in the said province of Virginia became indebted to such partnership to a large amount; and that at the death of the said Osgood Hanbury several debts to the amount of several thousand pounds were due and owing to the said partnership from persons residing in the said province of Virginia, and that great part of such debts still remains unpaid to the amount of several thousand pounds more than the monies in the hands of the said Osgood Hanbury at his death arising from the rents and profits of the said estate together with the monies now in the hands of the defendant arising from such rents and profits; and saith that by the treaty of peace between this Kingdom and the United States of America it was among other things expressly agreed as the defendant hath been informed and believes that creditors on either side should be meet with no lawful impediment to the recovery of the full value in sterling monies of all bona fide debts theretofore contracted, but believe that the

States of the said Province of Virginia notwithstanding such treaty and in direct violation thereof have ever since the conclusion of the late war which was some time before the said Osgood Hanbury's death prohibited the courts of justice in the said province of Virginia from entertaining any action or suit brought by British subjects for recovery of debts due from the subjects of the states of the said province of Virginia which were contracted antecedent to the commencement of the war between this Kingdom and the States of America or from granting any relief in any such actions or suits; and saith that by reason of such prohibition the said partnership of Hanburys and Lloyd hath ever since the death of the said Osgood Hanbury been and still is unable to recover the debts which are so due and owing to the said partnership of Hanburys and Lloyd from the subjects of the said States of Virginia although such debts became due before the commencement of the said war, and therefore if the court should be of opinion that the money in the hands of the said Osgood Hanbury at his death and the money now in the hands of the defendants arising from the rent and profits of the said estate or any part of such monies ought to be applied or appropriated for the benefit of the said College or be paid to the said Society for Propagating the Gospel in New England and parts adjacent, then the defendant submits whether he ought not to be permitted to retain such money in his hands for the benefit of the said partnership of Hanburys and Lloyd upon assignments being made to the said President and Masters or Professors of the said College and the said Society of part of the said debts to an equal amount, and the rather so as the said College is almost if not entirely supported and maintained by the said States of the Province of Virginia by whose mandates the said partnership of Hanburys and Lloyd are deprived of the means of enforcing the payment of such debts and which said assignment



the defendant by his answer offers to make; and also undertakes to procure the other necessary parties to join with him therein; and saith that the monies received from time to time by the said Osgood Hanbury in his lifetime on account of the rents and profits of the said estate were as the defendant believes paid by the said Osgood Hanbury as he received the same into the general cash of Hanburys and Lloyd who corresponded with the said College; and that he was always willing and prepared to pay the same as defendant believes; and saith that the monies so paid was applied by the said Hanburys and Lloyd in conjunction with much larger sums in paying the demands of those Americans who had money in their hands although they could not collect their property from those Americans who were indebted to them, and saith that of the monies received by him from the said Brafferton estate since the decease of the said Osgood Hanbury part has been applied as aforesaid in paying demands from America, part was made use of in the common course of trade, part has laid idle at his Bankers, and in August last a sum equal to the whole was invested in Navy Bills and that the defendant has been always willing and prepared to pay the same when authorized so to do and no commission has ever been charged by the said Osgood Hanbury or the defendant for transacting the business, the defendant therefore hopes that neither the estate of the said Osgood Hanbury or the defendant shall in any event be charged with any interest upon or for such monies on any part thereof more especially as the greater part if not the whole of the interest upon the debts due to the said Osgood Hanbury John Hanbury and the Defendant from persons in Virginia will as the defendant apprehends and believes be irrecoverable; and saith he is willing to act in the premises as the court shall direct. And the Counsel for the defendants Barclay and Gurney alledged that by their answer to the original information and bill set forth to the same effect with the before

✓ mentioned answer. And the Counsel for the defendants the Company for Propagating the Gospel in New England alleged that they by their answer say they believe that the Honble. Robert Boyle long since deceased was possessed of a considerable personal estate and duly made his will in writing and a codicil thereto of such dates and to such purport or effect as in the information and bill mentioned [etc. as in the bill, etc.] And they submit whether for the reasons in the present information and bill mentioned or otherwise the plaintiff is the only person intitled to form, alter, and vary regulations and directions for the disposition, management and government of the said charity created by the said Robert Boyle subject to the approbation of the court; and whether the plaintiff is intitled to have the benefit of the said last mentioned suit and all proceedings therein; but the defendants are desirous of having the said last mentioned decree carried into full execution and to have the like further directions given in the said last mentioned cause as could or would have been given if the said Robert late Lord Bishop of London had been living and remained Bishop of the said See and the said suit had remained with all proper parties thereto; and say they believe that four provinces being parts of the ancient province of New England and the Province of Virginia aforesaid and eight other provinces in America being in the whole 13 provinces did about the time in the now information and bill mentioned fall into a state of general rebellion against His Majesty and that they continued in that state until the year 1783, and that <sup>such</sup> several provinces in America including such four provinces parts of the old province of New England as aforesaid and which Provinces were lately under the Dominion of His Majesty were by a Treaty of Peace concluded in the said year 1783 declared to be states independent of His Majesty and this Kingdom; and

that they have ever since continued and still are so independent but whether the said inhabitants of such States and particularly such as were born before the said year 1783 and more especially such as have born true allegiance to his Majesty are to all intents and purposes foreigners and aliens as to this Kingdom defendants submit to the judgment of the Court, but defendants say that by letters patent of his Majesty King Charles the second bearing date the 7th day of February 1662 his said Majesty constituted and declared that they should be for ever thereafter within his kingdom of England a Society or Company for Propagating the Gospel in New England and the parts adjacent in America; and they should be a body corporate and should have continuance for ever by the name of the Company for Propagating the Gospel in New England and the parts adjacent in America, which corporation the defendants are and <sup>by</sup> the said letters patent his said Majesty, among other things, gave to the said Governor or any 13 of the said Company power under the Common Seal of the said Company from time to time to appoint fit persons in or near any of the Colonies or plantations of New England aforesaid and parts adjacent in America to be Commissioners for and on behalf of the said Company for the purposes in the said letters patent mentioned, the principal object of which was for the Propagation of the Gospel in New England aforesaid and the parts adjacent in America and for better civilizing educating and instructing the said heathen natives in learning and in the knowledge of the true and only God and in the Protestant religion; and the defendants in pursuance of such letters patent had before such rebellion as aforesaid a board of Commissioners established for the purposes aforesaid at Boston in the province of Mashachusetts Bay in New England aforesaid; and since the said Provinces were so declared to be independent as aforesaid the defendants have established a Board of Commissioners in the province of

New Brunswick in America and which Province is as the defendants believe under the Dominion of his Majesty and is together with the provinces under his Majesty's dominion adjacent to New England aforesaid; and the defendants submit that the purposes for which the aforesaid yearly rent charge of £90 was directed to be paid to the defendants as such as lawfully may be carried into execution and that the arrears of such rent charge and the growing payments thereof ought to be paid to the defendants or their treasurer in order that the same may be applied by the defendants for the advancement of the Christian religion in America in such manner as they lawfully may apply the same and particularly in the said province of New Brunswick and in other parts of His said Majesty's dominions or other parts of America within the intent and meaning of the said letters patent; and especially the defendants submit that the general purposes for which the defendants were constituted a corporation as aforesaid having been to propagate the Gospel amongst the heathen natives of America aforesaid the establishment of such independent states as aforesaid ought not to interrupt the execution of such purposes which do not concern the inhabitants of such states which so rebelled against his Majesty and were declared independent as aforesaid but concern the heathen natives as aforesaid who are no part of the subjects of such independent states as aforesaid; and the defendants therefore hope that such purposes will be deemed lawful in their fullest extent; and the Counsel for the defendants the city of London alledged that they by their answer say they are ready to act in the premises as the court shall direct, and the Counsel for the defendants Gist and Anderson alledged that they by their answers say that some time in the year 1787 the defendants received from the President and Masters or Professors of the College of William

and Mary in Virginia in the bill mentioned a power of attorney to act as their agents and which power of attorney they set forth in their answer, and say they believe that John Clough hath continued to receive the rents of the said Estate but say he hath not remitted to the defendants nor have they received from any other person any monies on account of the rents of the said estate; and say they have no interest or concern in the estates and matters in the bill mentioned otherwise than as agents for the College; and the Counsel for the defendants Costabadie, Dunnington and Mills alledged that the late defendant John Clough by his answer sayd that Capel Hanbury and Asgood Hanbury did by an instrument dated the 9th of August 1763 appoint the said late defendant their substitute and attorney, and that in virtue of the said power the said defendant acted as receiver of the rents of the said estate and remitted what he received after deducting the land tax and other outgoings and his salary unto the said Hanburys and made out and sent his accounts annually to them till the death of Capel Hanbury in 1771 or 1772 and on his death the said Osgood Hanbury continued to act as agent in London for the said College; and the said defendant continued to act as receiver in the country, and from thenceforth remitted what he received from the rents after such deductions as aforesaid to the said Osgood Hanbury and made and sent his accounts thereof annually to him until his death in 1784; and on the death of Osgood Hanbury the defendant Lloyd who had been a partner in the same house at(sic) business with the said Osgood Hanbury as merchants continued the same business and acted as the defendant understood as agent for the College, and the defendant continued to act as receiver in the country of the said estate and remitted what he received of the rents after the aforesaid deductions to the defendant Lloyd until June 1788 when the defendants Gist and Anderson were appointed agents for the said College; and sayd that in 1774 or 1775

and succeeding years a considerable quantity of timber and trees growing in the woods and other parts of the said estate of Brafferton were cut down under a sale thereof before one of the Masters of this Court and the defendant was appointed to inspect the cutting down of same and an allowance was made him for his trouble and believed the purchase money was paid into the bank; and sayd that he having remitted and accounted for the rents and profits received by him from the estate to the said Capel Hanbury and afterwards to the said Osgood Hanbury and afterwards to the said John Lloyd down to the time mentioned in his answer he submitted he was so far discharged therefrom and was accountable only for £10.11. 8½. the ballance of the said account ending Michaelmas 1787 and for what should be coming from him for the three half years rents received by him which became due at Lady Day 1788, Michaelmas 1788, and Lady Day 1789, and from the tenant at Doxhill at Michaelmas 1789 after deducting the land tax and other outgoings and his salary, and says he was willing to account for and pay the ballance and for the said half years rents as the court should direct; and the said defendants Costabadie, Dunnington and Mills, by their answer to the said information and bill of revivor, admit that they have a ballance in their hands of £466.14.11. which they admit assets of the said John Clough to pay; and the Counsel for the defendants the College of William and Mary in Virginia to the amended information and bill alledged that they by their answer say they believe that the Honble. Robert Boyle being possessed of a considerable personal estate made his will bearing date the 18th day of July 1691 and a codicil thereto bearing date the 29th day of December 1691; and by his will did direct that the residue of his personal estate after payment of his debts and legacies should be laid out by his sister the Lady Ranelagh if she should survive him and in case of his death before him then by his executors in such

manner as by any codicil or other writing under his hand he should thereafter direct, and for want of such direction for charitable and other pious and good uses at her or their discretion but recommended to her and them to lay out the greater part thereof for the advance or propagation of the Christian religion amongst infidels and appointed the said Lady Ranelegh and the Rt.Honble.Richard then Earl of Burlington and John Warr executors of his said will; and that the said Lady Ranelagh dying between the times of making the said will and codicil the said Robert Boyle by his said codicil appointed Sir Henry Ashurst knight and baronet an executor in her stead; and that the said testator shortly afterwards died without revoking or altering the said disposition and without having by any codicil or other writing under his hand given any directions as to the manner in which all or any part of the residue of his personal estate should be laid out or disposed of save as aforesaid; and that his said will and codicil was afterwards duly proved by his said executors in the proper ecclesiastical court, and say that their late Majesties King William the 3rd and Queen Mary by letters patent bearing date the 8th day of February in the 4th year of their reign, did grant and give licence to certain persons therein named that they might have power to erect, found, and establish a perpetual College for Divinity, Philosophy, languages and other good arts and sciences consisting of one master, 6 professors and an hundred scholars more or less graduates and non graduates according to the statutes and orders of the said College of Virginia and did grant that when the said college should be erected made and founded it should be called and nominated for ever "The College of William and Mary in Virginia", and that the said President and Masters or professors of the said College should be a body politic and corporate in deed and in name, and that by the name of the President and Masters or Professors of

the College of William and Mary in Virginia, and that of the said President and Masters or Professors and their successors by the name aforesaid should be capable in law to take and hold manors, lands, tenements and hereditaments, goods and chattels to the value of £2,000 per annum to be had and holden by them and their successors for ever, and should have a common seal; and say they have heard and believe that the said College was afterwards found and established pursuant to the said Charter; and say they believe that the said executors of the said Robert Boyle agreed to lay out £5,400 part of his personal estate in the purchase of the Brafferton [estate] in the county of York and of divers messuages, lands and hereditaments in or near Brafferton aforesaid then or then lately belonging to Sir Samuel Gerrard and for settling the said charity agreed upon the method following, namely, to grant a rent charge of £90 in perpetuity to the Company for propagating the Gospel in New England and parts adjacent in America and their successors £45 per annum thereof to be applied by the said Company for the salaries of 2 ministers to instruct the natives in New England, and the other £45 thereof to be paid to the President and Fellows of Havard College in New England and their successors to be by them employed for the salaries of two other ministers to teach the natives in or near the said College the Christian religion and subject to the said rent charge of £90, to convey the said manor and hereditaments unto the Mayor Commonalty and Citizens of London UPON TRUST that the rents and profits thereof over and above the said £90 per annum the receiver's salary and other incident charges should be laid out for the advancement of the Christian religion in Virginia in such manner and subject to such methods and rules as the Earl of Burlington and Bord Bishop of London for the time being should under their hands and seals appoint so as such appointment was made before Lady Day 1697: and say they have heard and believe that



some time in or about Trinity Term 1695 His Majesty's then Attorney-General and Dame Elizabeth Gerrard exhibited their information and bill in this court against the said Richard then Earl of Burlington, Sir Henry Ashurst and John Warr, praying such relief, and that such decree and proceedings were had as in the said information and bill mentioned; and say they believe that in pursuance of the said last mentioned decree the said manor and lands were in consideration of the said £5400 conveyed to the said Earl, Sir Henry Ashurst and John Warr and their heirs, and that they by indenture bearing date the 30th day of August 1695 granted thereout a perpetual rent charge of £90 per annum to the said Company for propogating the Gospel in New England and parts adjacent in America, and their successors, upon the trusts aforesaid, and that by indenture of bargain and sale bearing date the 31st of the said month of August 1695 and inrolled in this court on the 8th February then next ensuing made between the said Richard Earl of Burlington, Sir Henry Ashurst, and John Warr of the one part and the Mayor and Commonalty and Citizens of the city of London of the other part, the said Earl, Sir Henry Ashurst and John Warr in obedience to the said decree conveyed the said manor, lands and premises (subject to the said rent charge) unto and to the use of the Mayor, Commonalty and Citizens of the City of London and their successors for ever, upon trust that the rents, issues and profits of the said manor and premises (over and above the said yearly rent charge of £90 the receiver's salary and other incident charges about the managing the said estate) should be laid out and disposed of for the advancement and propagation of the Christian religion amongst infidels in Virginia in such manner and subject to such rules and methods for the disposing thereof as the Earl of Burlington and Lord Bishop of London for the time being under their hands and seals should appoint so as the same appointment was made on or before the 25th day of March 1697 and ratified and confirmed by the decree of this court

within six months afterwards; and the defendants believe that in further pursuance of the said decree the said Earl and Bishop by writing under their hands and seals bearing <sup>[date]</sup> the 21st of December 1697 agreed upon and appointed certain rules and methods for the settlement of the said charity in Virginia of the purport or effect following, viz:- First, that the yearly rents and profits of the said manor and premises (after deducting thereout the said £90 a year for the said Company for propogating the Gospel in New England and other necessary or incidental charges) should be by the then present and any future receivers of the rents thereof paid into the hands of Micajah Perry of London, merchant, agent in London for the President and Masters of the said College of William and Mary in Virginia, and to the future agents in England for the said College in order to transmit the same to Virginia to the President and Masters of the said College for the time being for the purposes after mentioned, and such agent or agents' receipts or acquittances should be sufficient discharges to such receiver or receivers for what should be so paid; secondly, that all sums of money then already or which should be thereafter received out of the said manor subject to the deductions aforesaid should be thereafter remitted to the President and Masters of the said College for the time being; thirdly, that the said President and Masters and their successors should thereout expend so much money as should be necessary towards fitting up and furnishing lodgings and rooms for such Indian children as should be thereafter brought into the said College; fourthly, that the President and Masters and their successors should keep in the said College so many Indian children in sickness and health in meat, drink, washing, lodging, cloaths, medicines, books and education from the first beginning of letters till they should be ready to receive Orders and be thought sufficient to be sent abroad to preach to and convert the Indians at the rate of £14 per annum for

every such child as the yearly income of the premises (subject to the deductions aforesaid) should amount to; fifthly, that the care, instruction and education of such children as should be thereafter placed in the said College should be left to the President and Masters thereof for the time being but yet subject therein (as they were for all their other trusts) to the visitation or inspection of the rector of the said College for the time being; 6thly, that the said President and Masters and their successors should once every year transmit to the Earl of Burlington and Lord Bishop of London for the time time a particular account of what sum or sums of money they should thereafter receive, lay out, and expend in all or any of the matters aforesaid, and the occasion thereof, and also the number and names of the children that should be thereafter brought into the said College together with their progress or proficiency in their studies, and all other matters relating thereto; 7thly, that the laying out the money from time to time thereafter to be remitted as also the manor and methods of educating and instructing the said children, and all other matters relating to the said Charity or the execution of it should be subject to such other rules and methods as should from time to time thereafter be transmitted to the said President and Masters and their successors by the Earl of Burlington and Bishop of London for the time being, and in default thereof to such rules and methods as the Rector and Governor of the said College for the time being should make or appoint, but till such further or other rules were made the rules and directions thereby given were to take place; 8thly, that the name of the Benefactor might not be forgot the said Charity should thereafter be called the Charity of the Honble. Robert Boyle of the City of London deceased. And the defendants have also heard and believe that by a subsequent decree of this Court

made in the said cause bearing date the 9th day of June 1698 taking notice that the said Earl and Bishop had agreed on and appointed the rules and methods, and that at the time for so doing had been by several orders enlarged to the last day of Trinity term then next, it was ordered and decreed that the said rules and methods and all and every the matters and things therein contained should be and the same were thereby ratified, confirmed, and established with the additions and alterations thereafter mentioned, viz:- In the 6th rule that the yearly account therein directed to be transmitted to the said Earl and Bishop for the time being should be from time to time by the said Earl and Bishop transmitted into this Court and filed with the register thereof; and whereas in the 7th rule it was mentioned that the laying out the money and the manner of educating the children and all other matters relating to the said charity or the execution of it should be subject to such other rules and methods as should from time to time thereafter be transmitted to the said President and Masters and their successors by the said Earl and Bishop for the time being or in default thereof to such rules and methods as the Rector and Governors of the said College for the time being should make or appoint; it was ordered that such other rules and methods touching the said Charity at any time so made or appointed should be confirmed and approved by this Court; and it was further ordered that Micaiah Perry of London, merchant, agent for the said College, should be allowed the receipt of the rents and profits of the said Trust Estate for the purposes in the said rules and methods mentioned; and he was from time to time to appoint a receiver under him of the said rents until further order, and also from time to time to take and allow such receiver's accounts yearly; and say that from the time of the said last mentioned decree some merchant in London has acted as agent to and for the said

the said College of William and Mary in Virginia for the purposes of the said Charity, and that such agent hath from time to time employed some person residing near the said Estate to receive the rents thereof; and that such receiver hath from time to time accounted to such agent in London and remitted the clear rents and profits of the said estate to him who hath from time until of late years paid the said yearly rent charge of £90 to the said company for propogating the Gospel and remitted the surplus to the said College of William and Mary for the purposes of the said Charity; and the said defendants by their answer state the decree and the Master's report respecting the sale of the timber, and that by the order of the 14th of May, 1773, it was amongst other things ordered that the relators and the then defendant the Bishop of London should lay a scheme or schemes before the said Master for the application of the monies to be produced by the said sale, and the Master was to state the same with his opinion thereon to the Court; and it was further ordered that all parties should be paid their costs of the said suit out of the money to arise by the said sale; and his Lordship reserved the consideration of all further directions until after the said Masters should have made his report; and any of the parties are to be at liberty to apply to the court as there should be occasion; and the defendants believe that the Bank £3 per cent. annuities purchased with the money arisen from sale of the said timber and other trees sold and cut down and from the interest and dividends from time to time now amounted to £13849.2.10. Bank £3 per cent. annuities which are standing in the name of the said accountant general in trust in the said cause subject to the further order of the court (besides the sum of £415.9.6. cash in the Bank arisen by interest thereof and now standing on the same account), and which the defendants are advised and humbly submit are to

be considered not as parcel of the said manor and hereditaments but as money belonging to the said Charity and applicable for the purposes thereof, and believe that the said Robert Lord Bishop of London died about November 1787, and that the plaintiff was elected into the See of London and confirmed therein and is now Bishop thereof; and submit to the Court what right or interest his Lordship hath in the premises; and the defendants say that of the monies remitted to the said Osgood Hanbury and John Lloyd as agents to the defendants the sums paid by them or either of them to the defendants or their order (after deducting £153.13.9.) the nett proceeds of 5 hogsheads of tobacco consigned to them in 1776 on account of defendants (amount to £546.13.9. only or thereabouts as the defendants compute the same; and believe and (sic) say they believe that they believe that the said Osgood Hanbury and John Lloyd paid the said yearly rent charge of £90 to the said Company for propogating the Gospel in New England up to Lady Day 1782, only wherefore a very large ballance remains due from them on account of the rents and profits of the said estate remitted to them as agents for the defendants as aforesaid which the defendants are advised and submit ought to be considered as a debt due from them to the defendants on account of the said Charity; and the defendants say that having made out an account of the receipt and expenditure of the said College of William and Mary on account of the said Charity from the 25th of March 1741 to the 25th of March 1784, computing interest on the ballance from time to time in manner in the said account mentioned, it appears therefrom that on the 25th of March 1784 there was a ballance due to the said College from the said Charity of £2795.15.10. sterling, and say that on the 4th of May 1787 the defendants by a deed poll appointed the defendants Gist and Anderson their agents to receive all sums of money and rents due to the defendants

from the said defendant Lloyd and from the former, present, and future tenants of the said manor of Brafferton and from all other persons in Great Britain and authorized them to substitute receivers under them; and say that differences having arisen in or before 1785 between Great Britain and the province of Virginia and New England and other provinces in America a war broke out between them which continued several years, and the defendants believe that a definitive treaty of peace was concluded between them; and that the provinces of Virginia and New England together with eleven other provinces in America were acknowledged by his Majesty to be free sovereign and independent states, and His Majesty relinquished all claims to the government, propriety, and territorial rights of the same; and by the 4th Article of the said definitive treaty it was agreed that creditors on either side should meet with no lawful impediment in the recovery of the full value in sterling money of all bona fide debts theretofore contracted; and by the 5th article of the said treaty it was agreed that all persons who had any interest in confiscated lands either by debts, marriage settlements, or otherwise should meet with no lawful impediment in the prosecution of their just rights; and by the sixth article that there should be no future confiscations made nor any prosecution commenced against any person or persons for or by reason of the part which he or they might have taken in the said war, and that no persons should on that account suffer any future loss or damage either in his person, liberty or property; and the defendants submit to the court that the said charity ought to be carried on according to the establishment thereof by the said will of the said Robert Boyle and the rules and regulations so made by the said Earl and Bishop and the said decrees and orders of this court before mentioned; and that the defendants and the relator and plaintiff ought to be a[t] liberty pursuant to the said decree of the 14th of May 1773 to lay a scheme

or schemes before the said Master for the application of the said fund arisen from sale of the timber and other trees sold under the decree as aforesaid; and that the said defendant Lloyd and the defendants the other executors of the said Osgood Hanbury ought to come to an account with the defendants or their present agents in London for the several sums of money remitted by the said John Clough from the rents and profits of the said estate to the said Osgood Hanbury and John Lloyd and ought to pay to the defendants or their present agents in London what should be coming due on the said account, and that the said John Clough ought also to come to an account with the defendants or their said present agents in London for what he had received of the rents and profits of the said estate over and above what he hath already accounted for and remitted to the said Osgood Hanbury and John Lloyd as aforesaid and ought to be continued receiver of the rents and profits of the said estate under the appointment so made to him by the defendant the present agents of the defendants as aforesaid so long as these defendants shall think fit and he shall be willing so to do and ought to remit and account for the rents and profits of the said estate from time to time to the defendants agents in London who ought thereout to pay and keep down the said yearly rent charge of £90 to the said Company to be applied by them for the purposes of the Charity established of that yearly rent charge as aforesaid, and to remit the surplus of such rents and profits from time to time to the defendants to be applied for the purposes of the said Charity established of such surplus rents and profits as aforesaid, or if [it] shall be deemed for any reason improper that the said estates should remain vested in Trustees for the defendants then the defendants submit that the said estate ought to be sold and the produce remitted to the defendants to be applied for the same charitable purposes for which the said estate was vest-



ed in Trustees as aforesaid WHEREUPON and upon debate of the matter and hearing the will of the testator Robert Boyle, the decree dated the 9th day of June 1697, the decree dated the 14th day of May 1773, the Master's report dated the 14th day of December 1773 and the order dated the 3rd day of November 1786, read and what was alledged by the Counsel on both sides His Lordship doth order that the plaintiff's bill do stand dismissed out of this court so far as the same relates to the Bishop of London as Plaintiff and the relator waiving any account against the defendants the executors of Osgood Hanbury and John Clough, It is ordered that the said executors be paid their costs of this suit to be taxed by Master Ord, one of the masters of this court, to whom the said former cause instituted in the year 1772 stands transferred out of the estate in question; and His Lordship doth order and decree that the relator and trustees of the Charity estate to lay a scheme or schemes before the said Master for the disposition of the produce of the estate in question and of the monies arisen from the sale of timber which was growing on the said estate; and of the money paid into court by the executors of the said Hanbury and Clough, and the dividends thereof according to the intention of the testator Robert Boyle; and the said Master is to state the same with his opinion thereon to the court, and after the said Master shall have made his report such further order shall be made relating thereto as shall be just; and it is further ordered that all other parties be paid their costs of this suit to be taxed by the said Master out of the estate in question; and it is further ordered that the receiver who has been appointed of the estate in question be continued and pass his accounts from time to time before the said Master and pay his ballances into the Bank with the privity of the Accountant-General of this court to be placed to the credit of this cause, subject to the further order of this court, and any

(sic)

of the parties are to be at liberty are to be at liberty  
to apply to apply to this court as there shall be occasion.

MONDAY, 23 APRIL 1791.

f.413 HIS MAJESTY'S Attorney-General at the relation of the Right Reverend Father in God Beilby Lord Bishop of London, Informant; the Mayor and Commonalty and Citizens of the City of London, the President and Masters or Professors of the College of William and Mary in Virginia in America, the Company for Propagating the Gospel in New England and parts adjacent in America; John Lloyd, David Barclay, Richard Gurney, Jacob Costobadie, John Dunnington, William Mills, William Anderson, and Samuel Gist, defendants.

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WHEREAS the said relator Beilby Lord Bishop of London did on the 12th day of March last prefer petition unto the Right Honble. the Lord High Chancellor of Great Britain, setting forth /

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f.414 That this cause came on to be heard on the 12th day of November 1790, when it was decreed that the relator and trustees of the of the Charity Estate should lay a scheme or schemes before Master Ord, one of the Masters of this Court for the disposition of the produce of the estate in question, and of the monies arisen from the sale of the aforesaid timber and of the money paid into Court by the executors of the said Osgood Hanbury and John Clough, and the dividends thereof according to the intentions of the said testator Robert Boyle, and the said Master was to state the same with his opinion thereon to the court, and after the said Master should have made his report such further order should be made relating thereto as should be just; and it was further ordered that all parties should be paid their costs of this suit to be taxed by the said Master out of the estate in question; and it was further ordered that

the receiver should be continued and pass his accounts from time to time before the said Master and pay his balances into the Bank with the privity of the said Accountant-General to be placed to the credit of this cause subject to the further order of this court that the said Master on the 4th day of August last made his general report in this cause and thereby certified that the petitioner had laid before him a scheme and proposal for the disposition of the produce of the estate in question and of the monies arisen from the sale of timber as aforesaid and of the money paid into Court by the defendants, the executors of Hanbury and Clough, and the dividends thereof pursuant to the said decree, stating: "That as it appears to have been the intention of the said testator Robert Boyle <sup>and</sup> of his executors that the greater part of the residue of his personal estate should be applied to the conversion of infidels in some of his Majesty's Colonies and plantations abroad the relator conceives it should be a ruling principle in the present appropriation of this Charity that it should in its object approach as near as possible to the original design of the testator and his family; that there is in the British West India Islands which are part of his Majesty's foreign dominions a certain class of people called negroe slaves who so exactly correspond to the above description that if the said testator was now living the relator conceives he would himself select them as the objects of his bounty; that the number of these persons is very considerable not less than 500,000 who are all of them (with a few exceptions) infidels and heathens in the most literal sense of those words; they are also his Majesty's subjects residing in his Colonies; they are brought there by our means; are made to labour for our benefit; and it is therefore the relator conceives highly reasonable and equitable that we should in return communicate to them the privileges and advantages of the Christian religion which by opening to them the prospect of a better and happier state hereafter will render them more contented and

more comfortable in this present situation, that this will not only be an act of true Christian charity and benevolence perfectly conformable to the pious view of Mr. Boyle but it will also be a measure of the soundest policy by promoting the prosperity of the West India Plant<sup>ns</sup> and the commercial interest of these islands; for the principles and the practice of the Christian religion diffused among the negroe slaves will tend more effectually than any thing else can do to check and extinguish those pernicious and destructive vices so prevalent among them which (as the planters themselves declare) are the great obstructions to population and prevent that national increase of the negroes which is essential to the proper cultivation of the islands; that it has also been found by experience that those negroes who have been made real Christians are much better servants, more sober, more honest, more industrious, more tractable, more faithfull, and more obedient to their masters than those who remain heathens, and of this the planters themselves are so sensible that they have of late given the greatest encouragement to the instruction of their slaves in the doctrines and duties of Christianity; the new laws that have lately been enacted in favour of the slaves in severally (sic) of the islands expressly direct that the negroes shall be baptized and instructed in the Christian religion; and it seems now to be the general opinion of the West India Governors of the Assemblies, the planters and their agents here, that the conversion of the negroes to Christianity would not only contribute most essentially to their happiness and comfort but to the benefit of their masters and the general prosperity of the Islands; that it is however utterly impossible that this most desirable purpose should ever be accomplished by the sole labours and exertions of the parochial clergy settled in the British West India Islands in most of the Islands they are few in number, have very extensive parishes, several of them 2 or 3 parishes, and are by no means equal to the care even of the white inhabitants much less to the additional superintendence of many thousand negroes;

that it is therefore indispensable necessary to have assistance from this country and the Charity in question seems to afford a very proper fund for it; that in order to carry the design into effect it is proposed that a Society shall be formed and called the Society for the Conversion and Religious Instruction and Education of the Negroe Slaves in the British West India Islands; that the Society shall be incorporated by Charter and have a common seal and be empowered to form rules and regulations for the government of the Corporation and the members thereof, and the receiving, accounting for, and managing their revenues, and all legacies, subscriptions and other benevolences that may be given to the Corporation for the charitable ends and purposes to be mentioned in the said charter, and be also empowered to elect new members on such terms and conditions as they shall think fit and to choose all proper officers and such other powers and authorities and such restrictions to be inserted in the said charter as shall be thought proper; that his Majesty's principal Secretary of State for the Home Department now and for the time being, the President of the Committee of Council appointed for the consideration of all matters relating to trade and the Plantations now and for the time being, the Bishop of London now and for the time being, the Dean and Canon residentiaries of the Cathedral Church of St. Paul's London, and their successors, the Lord Mayor of London now and for the time being, the two senior Aldermen now and for the time being, the Chancellor of the Diocese of London now and for the time being, the Archdeacons of London and Middlesex now and for the time being, the Rectors of Saint George Hanover Square, St. James and Saint Ann, Westminster, Saint George Bloomsbury, St. Giles, St. Andrew's Holborn, and Saint Michael Cornhill respectively, now and for the time being, the Vicar of Saint Martin in the Fields now and for the time being, the Heir at Law of the late Honble. Mr. Boyle and two eminent West India Merchants residing in the City of London to be hereafter named be the first Governors of this Society and shall elect a President

that in order to encourage so good a work and the better to enable the Corporation to carry on the said charitable purposes it is proposed that the rents and profits of the Charity Estate in question in this cause (subject to a rent charge of £90 per annum and the dividends interest and produce of the money in the public funds arisen from that estate or to arise therefrom shall (after defraying the costs, charges and expenses of obtaining the said Charter be from time to time paid to the said Corporation or to their proper officers in such manner as this court shall direct to be applied by the said Corporation for the charitable purposes aforesaid, and that they shall give an annual account to the Lord High Chancellor of this Kingdom of the monies by them received and laid out and the disposition and management of all their revenues; and the said Master certified that he had considered of the said scheme and proposal and did conceive the same fit and proper to be carried into execution; and the said Master also certified that the defendants The Company for Propagating the Gospel in New England and the parts adjacent in America had also laid before him a scheme and proposal for the disposition of the aforesaid rent charge of £90 per annum, stating amongst other things that the said yearly rent charge of £90 was granted to the said Society for ever Upon Trust that they and their successors should employ £45 per annum (one moiety thereof) for the salary of 2 Ministers of the Gospel to teach and instruct the natives in or near his Majesty's Colonies and plantations in New England in the Christian religion, and transmit the yearly sum of £45 the other moiety thereof to the President and Fellows of Havard College in Cambridge in New England and their successors to be by them employed and bestowed for the salary of two other ministers of the Gospel to teach and instruct the said natives in or near the said colonies and plantations in New England in the Christian religion, and that by the letters patent whereby the said Society for Propagating the Gospel in New England and parts adjacent in America were constituted a Corporation power

was given to the Governor or any thirteen of the said Company under their Common Seal from time to time to appoint fit persons in or near any of the Colonies and Plantations of New England and parts adjacent in America to be Commissioners for and on the part of the said Company for the purposes in the said Letters Patent mentioned the principal objects of which were for the propagation of the Gospel in New England and the parts adjacent in America and for better civilising, educating and instructing the said heathen natives in learning and in the knowledge of the true and only God in the Protestant Religion, and that the said Company in pursuance of such letters patent had previous<sup>to</sup> and at the time when several of the provinces of America fell into a state of rebellion against His Majesty a Board of Commissioners established for the purposes aforesaid at Boston in the province of Massachusetts being in New England, to whom they remitted the said annuity or yearly rent charge of £90 with directions to transmit £45 one moiety thereof to the President and Fellows of Howard [Harvard] College in Cambridge and to employ £45 the other moiety thereof for the salary of two ministers agreeable to the Trusts in the said deed; that since the united provinces in America have been declared independent states the Company have constituted and appointed a Board of Commissioners in the province of New Brunswick in America which is under the Dominion of His Majesty and is the part next adjacent to that wherein they have heretofore exercised their trusts and within the limits of the Company's Charter; that the said Commissioners consisting of the Lieutenant-Governor, The Honble. Chief Justice and other respectable persons resident in New Brunswick have transmitted to the Company accounts of their proceedings under the powers and directions in their commission, whereby it appears that they have appointed Missionaries and Schoolmasters in different districts for the purpose of conciliating the affection of the Indians and inducing them to give up their children to be educated agreeable to the purposes of the aforesaid Charity; that



they have erected schoolhouses under proper instructors in the district of Moductie the upper part of the Kenerabacaes River and at Manguville in the neighbourhood of Iredericton where several Indian families have been provided with cloathing and are educated and instructed in the Christian religion; that by kind offices and distribution of supplies of cloathing, provisions and other necessarys a very considerable number of Indians and their families have come in and settled themselves upon public ground in the neighbourhood of Meductie and have been prevailed upon to clear a spot of ground consisting of many acres and plant corn for themselves and that they regularly attend divine service; that the said Company upon due consideration of the above facts and circumstances conceive that the purposes for which the aforesaid yearly rent charge of £90 was granted and conveyed to them are such as lawfully and agreeably to the pious and charitable wishes and intentions of the testator Robert Boyle may and can be carried into execution by the Company under the directions of their said Board of Commissioners constituted at New Brunswick; and therefore submit and propose that the arrears of such rent charge of £90 per annum for the 5th day of April 1782 to which the same hath been paid and the growing payments thereof ought and that they be accordingly paid to the Company or to their Treasurer in order that the same may be applied by them for the advancement of the Christian religion amongst infidels in such parts of America as are under the Dominion of his Majesty."

✓ And the said Master certified that he had considered of the last mentioned scheme and proposal and of what had been alledged before him relating thereto and did conceive the same fit and proper to be carried into execution, \_\_\_\_\_

✓ p.415 That the Petitioner on the said 4th day of August last preferred a petition to his Lordship in this cause and thereby prayed (amongst other things) that the said report might be confirmed

and that proper directions might be given in consequence thereof and otherwise; that the said petition came on to be heard on the 9th day of August last when it was ordered that the said Master should state to the court on which grounds he proceeded in making his last report; that the said Master in pursuance of the said last mentioned order made his report dated the 14th day of February last and thereby certified that he had reviewed his said report so far as concerned the scheme and proposal therein mentioned to have been laid before him for the disposition of the produce of the estate in question and of the monies arisen from the sale of timber which was growing on the said estate and of the money paid into court by the defendants the executors of Osgood Hanbury and John Clough in the pleadings named and of the dividends thereof according to the intentions of the will of the testator the Honble. Robert Boyle, and also so far as concerned the scheme and proposal in the said report mentioned to have been laid before him by the defendants, the Company for Propagating the Gospel in New England and parts adjacent in America for the disposition of the rent charge of £90 per annum in the pleadings in this cause mentioned; And the said Master also certified that the relator having stated to him that he had applied to several Governors of the different West India Islands and several eminent planters upon the subject of instructing the negroe slaves in the Christian religion, and that all he had applied to were of opinion that it would be a great advantage to those Islands, and stating to him the said Master that it had been found by experience that those negroes who were Christians were much better servants, more sober, more industrious, more tractable, more faithfull, and more obedient to their Masters, and that it was impossible that the conversion of the negroes to Christianity could in any considerable degree be effected by the small number of clergy now settled in the several Island, and considering how near the present proposal approached to the original intention of the testator, and that the scheme could not be properly and honestly carried

into execution except under the direction of persons of the most respectable characters and situations in life; he did upon these grounds approve of the scheme proposed by the relator, the Bishop of London, and as to the scheme proposed by the Society or Company for propagating the Gospel in New England and parts adjacent in America as to the application of the said rent charge of £90 a year; he considered it so nearly corresponding with the application of it ordered by the decree of the 8th day of August 1695 in his former report stated that he did upon that ground approve of it

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p.415d. WHEREUPON all parties concerned were ordered to attend his Lordship on the matter of the said petition this day, and Council for the petitioners and for the defendants the Gospel Society this day attend<sup>d</sup> accordingly no one attending for the other parties concerned although they were duly served with copies of the said petition; and his Lordship's order therein as by affidavit now produced and read appears upon hearing the said petition, the will of the said Robert Boyle and the codicil thereto, the decree dated the 1st day of August 1695, the report made in pursuance thereof, the decree dated the 14th of May 1773, the report dated the 14th of December 1773, the decree dated the 12th day of November 1790, the said report dated the 4th of August 1791, and the 14th day of February last, and the accountant-General's certificate read, and what was alledged by the Council on both sides, His Lordship doth order that the said reports dated the 4th day of August 1791, and the 14th day of February last be confirmed and the proposals therein mentioned be carried into execution with this addition, that the Pastors or Ministers for carrying into effect the petitioner's said proposal be appointed by the Society intended to be incorporated as mentioned in the said petition; and it is ordered that the petitioner be at liberty at the expense of the Charity Fund to apply to His Majesty for and to obtain (if his Majesty shall think

fit to grant the same) letters patent creating such a Corporation as is mentioned in the petitioner's said scheme, and in case such letters patent shall be obtained, it is ordered that the petitioner be at liberty to apply to this court to carry his said scheme or proposal into full execution. And it is ordered that the arrears and future payments of the annual payment or rent charge of £90 per annum mentioned in the Master's report to be due to the Company for propagating the Gospel in New England and parts adjacent be paid to the said Company or Society for carrying into effect the scheme or proposal mentioned in the said reports relating thereto; and it is ordered that the parties be paid the costs of this and the former application and of all proceedings to be had in consequence thereof out of the Charity Estate in question, and the parties costs mentioned in the Master's said first report having been directed to be paid by the said order of the 20th day of March last out of the said £968.11s.1d. cash in the Bank; it is ordered that £292.16s.7d. the residue thereof and also the several instalments of the said £2600 as the same shall be paid into the Bank be laid out in the purchase of Bank £3 per cent. annuities in the name and with the privity of the said Accountant-General in trust in this cause, and he is to declare the trust thereof accordingly subject to the further order of the Court; it is ordered that the £15129.9s.11d. Bank £3 per cent. annuities standing in the name of the said Accountant-General in trust in the said former cause, Attorney General against the City of London, and the £3559.15s.2d. like annuities standing in the name of the said Accountant-General in trust in this cause under the title of the Attorney-General against the Mayor and Commonalty and Citizen of London and others be carried over and placed to the credit of this cause under the title of the Attorney-General against the Mayor and Commonalty and Citizens of the City of London and others, and the Accountant-General is to declare the trust thereof accordingly subject to the further order of this Court and for the purposes aforesaid; the said Accountant-General is to draw on the Bank according to the form

prescribed by the Act of Parliament for the relief of the suit-  
ons of this court and the general rules and orders of this court  
in that case made and provided.

N O T E S O N

THE CASE OF THE COLLEGE OF WILLIAM AND MARY, AND THEIR TRUST FUNDS

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C.12. Bundle 1995. Attorney-General (on information of the Bishop of London) v. Lloyd ←

1790 Dec. 1-17  
Bill of Information (6 November 1788, amended by order dated 18 May, 1789) by the Attorney-General (as above) v. the Lord Mayor and Corporation of London, the College of William and Mary in Virginia, and Havard College in Cambridge, New England, The Society for Propagating the Gospel, John Lloyd, David Barclay, Richard Gurney, John Clough, William Anderson and Samuel Gist.

✓ Attached is the answer of John Lloyd, esquire, being one of the people called Quakers (17 January 1789) to which is appended an account of the issues of the Brafferton Estate 1777 to 1788.

COPY B.

C.12. 1711. Attorney-General v. Costobadie. ↙

✓ (a) The answer of the President and Masters or Professors of the College of William and Mary in Virginia. The first part occupied with a recital of facts of the Boyle bequest, the steps in the present proceedings, and the succeeding of Lloyd as their agent after Osgood Hanbury's death. And then as copy.

COPY C.

? (b) Bill of Information by ditto (21 April 1790) Owing to the death of the defendant Clough, his executors, the Rev. Jacob Costobadie of Wensley, co. York, John Dunnington, the younger, of Thornganby, co. York, gentleman, and William Mills, of the city of York, gentleman, are made defendants in his place. They admit assets.

C.12. 1706-8.

(a) Answer (9 February 1789) of David Barclay and Richard Gurney, two of the people called Quakers.

1790 Dec. 26-7  
They believe that the College is almost, if not entirely, supported by the States of the Province of Virginia, whatever sums of money were due from Osgood Hanbury to the College at the time of his death, these defendants will join the other parties in assigning to them.

✓ (b) Answer of Samuel Gist and William Anderson, merchants (15 December 1789). (COPY D.)

1790 Dec. 27-29 ✓ (c) The answer of the S.P.G. (3 February 1789.)

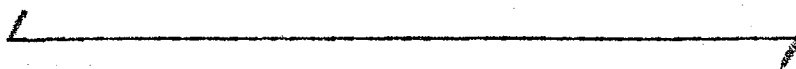
✓ (d) Answer of John Clough (4 January 1790), relating proceedings of Gist and Anderson as above; then his own proceedings. (COPY E.)

1790 Dec. 29 (e) The answer of the Corporation of London (2 July 1789). They are total strangers to the matters in question.

C.12. BUNDLE 1995. THE ATTORNEY-GENERAL  
(ON INFORMATION OF THE BISHOP OF LONDON) versus LLOYD.

Bill of Information (6 November 1788; amended by order dated 18 May 1789) by the Attorney-General (as above) v. the Lord Mayor and Corporation of London, the College of William and Mary in Virginia, the Havard College in Cambridge, New England, The Society for the Propagation of the Gospel, John Lloyd, David Barclay, Richard Gurney, John Clough, William Anderson and Samuel Gist.

Attached is the answer of John Lloyd, esquire, being one of the people called Quakers (17 January, 1789).



(17-24) This answer not copied, because fully summarized in the decree of 1790; but appended to it is the following schedule of account:-



C.12. BUNDLE 1995. ATTORNEY-GENERAL (ON THE INFORMATION OF THE BISHOP OF LONDON) versus LLOYD

DR.

B R A F F E R T O N   E S T A T E

Cr.

1777.Apr.18.	To Alexander Champion Treasurer to the Society for Propagating the Gospel in New England and parts adjacent - one year to Lady Day 1776	90	0	0
1778.May 26	To ditto ditto 1777	90	0	0
1779.May 22	To ditto ditto 1778	90	0	0
1780.Aug. 4	To ditto ditto 1779	90	0	0
1781.June 7	To ditto ditto 1780	90	0	0
1782.June 12	To ditto ditto 1781	90	0	0
1783.Jan:10	To ditto ditto 1782	90	0	0
1784.July 31	To William and Mary College.....	381	1	0
	To charges .....	1011	1	0
1788	To paid Richard Cracraft Solicitor for sundrys and for several years' consultation on account of this cause .....	52	10	0
		1063	11	0

1777.Jan.30	By Cash for rents remitted per J.Clough	119	3	1
Nov.1	By ditto ditto	314	19	5
1779.Mar.1	By ditto ditto	310	10	0
1780.Apr.1	By ditto ditto	310	9	0
1781.Apr.22	By ditto ditto	460	14	6
1782.Mar.31	By ditto ditto	310	12	0
1783.Apr.30	By ditto ditto	400	0	0
Oct.18.	By ditto ditto	100	0	0
1784.Apr.30	By ditto ditto	282	2	1
1785.Mar.31	By ditto to Michaelmas 1784	310	13	4
1786.Mar.9	By ditto ditto 1785	310	9	4
Sept 30	By ditto in part to ditto 1786)	150	0	0
1787.Apr.20	By ditto remainder to do. 1786)	160	10	6
Sep.4	By ditto in part to ditto 1787	150	0	0
1788.May 12	By ditto ditto 1787	150	0	0
		3840	3	3

N.B. June 27.1788. A copy of this account was sent to the Bishop of London.  
 June 30 1788. ditto to S.Gist and William Anderson  
 Except the article of Law Charges

J.O.                      JOHN LLOYD.

C. 12-1711. ATTORNEY-GENERAL v. COSTOBADIE

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The answer of the President and Masters or Professors of the College of William and Mary in Virginia. The first part occupied a recital of facts of the Boyle bequest, the steps in the present proceedings and the succeeding of Lloyd as their agent after Osgood Hanbury's death.

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And these defendants further answering say they believe and doubt not to prove that a large sum of money now remains due from the estate of the said Osgood Hanbury and from the said John Lloyd for monies remitted to them as agents for these defendants by the said John Clough from the rents and profits of the said estate at Brafferton, for these defendants say they are informed and believe and doubt not to prove that the said John Clough the receiver in the country did from and after the 25th of March one thousand seven hundred and seventy-five and before the death of the said Osgood Hanbury remit of the rents and profits of the said estate unto the said Osgood Hanbury and John Lloyd or one of them as agents or agent for these defendants divers sum of money amounting together to £2845.6.0. or thereabouts, and that from and after the death of the said Osgood Hanbury and before the 13th of May 1788, the said John Clough remitted of the rents and profits of the said estate to the said John Lloyd as agents of these ~~of these~~ defendants divers sum of money amounting together to £1513.15.0. or thereabouts, which two sums of £2845.6.0. and £1513.15.0. amount together to £4359.1.0. or thereabouts; and these defendants say that of the monies/<sup>so</sup>remitted to the said Osgood Hanbury and John Lloyd as agents to these defendants as aforesaid the sums paid by them or either of them to these defendants or their order (after deducting the sum of £153.13.9. the net proceeds

of 5 hogsheads of tobacco consigned to them in the year 1776 on the account of these defendants) amount to the sum of £546.13.9. only or thereabouts as these defendants compute the same and believe. And further say they are informed and believe that the said Osgood Hanbury and John Lloyd paid the said yearly rent charge of £90 to the said company for propagating the Gospel in New England and parts adjacent in America up to Lady Day one thousand seven hundred and eighty two only wherefore a very large balance remains due from them on account of the rents and profits of the said estate remitted to them as agents of these defendants as aforesaid which these defendants are advised and humbly submit to this honourable court ought to be considered as a debt due from them to these defendants on account of the said Charity. And these defendants say that having made out an account of the receipt and expenditure of the said College of William and Mary on account of the said Charity from the 25th of March 1741 to the 25 of March 1784 computing interest on the balance from time to time in manner in the said account mentioned, it appears therefrom that on the 25th of March 1784 there was a balance due to the said College from the said Charity of the sum of £2799.15.10. sterling, a copy of which account these defendants have set forth in the schedule to this their answer, and pray that the same may be taken as part thereof. And these defendants further answering say that on or about the 4th of May 1787 these defendants the President and Masters or Professors of the said College of William and Mary in Virginia by deed poll of that date under the seal of the said College appointed Messieurs Samuel Gist and William Anderson of London, merchants, two other defendants to the present information and bill, their agents, to receive all sums of money, rents and arrears of rent due to those defendants from the said John Lloyd and from the former present and future tenants of the said manor of Brafferton, and from all other persons in Great Britain,

and authorized them to substitute receivers under them, and say that the said appointment having been transmitted by these defendants to the said Messieurs Gist and Anderson, these defendants are informed and believe that they the said Messieurs Gist and Anderson some time in or about the month of September in the said year 1787 gave the said John Lloyd notice thereof and applied to him for payment of the balance in his hands arising from the said estate at Brafferton, and that the said John Lloyd declined to pay the same. And these defendants further say they are informed and believe that their said agents Messieurs Gist and Anderson did on or about the 4th day of June 1788 cause a notice to be served on the said John Clough not to pay any more monies from the said estate at Brafferton to the said John Lloyd, and that the said Messieurs Gist and Anderson at the same time proposed to the said John Clough to appoint him receiver under them, and that the said John Clough having written to them that he should be glad to continue the receipt of the rents and profits of the said estate under a legal authority which he understood they would give him the said Messieurs Gist and Anderson afterwards executed a power of attorney bearing date the 30th day of the said month of June 1788 appointing the said John Clough receiver of the said estate at Brafferton under them, and these defendants are informed and believe that the said John Clough hath continued to receive the rents and profits of the said estate and is now receiver thereof. And these defendants further answering say that differences having arisen in or before the year 1775 between Great Britain and the said provinces of Virginia and New England and other provinces in America, a war broke out between them which continued several years, and these defendants believe that a definitive treaty of peace was concluded between them and that the said province of Virginia and New England together with 11 other provinces in America were

acknowledged by His Majesty to be free sovereign and independent states and his Majesty relinquished all claims to the government propriety and territorial rights of the same, and by the 4th article of the said definitive Treaty, it was agreed that creditors on either side should meet with no lawful impediment to the recovery of the full value in sterling money of all bona fide debts theretofore contracted, and by 5th article of the said treaty it was agreed that all persons who had any interest in confiscated lands either by debts marriage settlements or otherwise should meet with no lawful impediment in the prosecution of their just rights, and by the 6th article that there should be no future confiscations made nor any prosecutions commenced against any person or persons for or by reason of the part which he or they might have taken in the said war, and that no person should on that account suffer any future loss or damage either in his person liberty or property. And these defendants submit to this honourable Court that the said Charity ought to be carried on according to the establishment thereof by the said Will of the said Robert Boyle and the rules and regulations so made by the said Earl of Burlington and Lord Bishop of London and the said Decrees and Orders of this honourable Court hereinbefore mentioned, and that the said defendants and the relator and complainant the present Bishop of London ought to be at liberty pursuant to the said Decree of the 14th of May 1773 to lay a scheme or schemes before the Master for the application of the said fund arisen from sale of the timber and other trees sold under the said Decree as aforesaid, and that the said John Lloyd and the defendants the other executors of the said Osgood Hanbury ought to come to an account with these defendants or their present agents in London for the several sums of money remitted by the said John Clough from the rents and profits of the said estate at Brafferton to the said Osgood Hanbury and John Lloyd and ought to pay to these defendants or their

present agents in London what shall be coming due on the said account, and that the said John Clough ought also to come to an account with these defendants or their said present agents in London for what he hath received of the rents and profits of the said estate over and above what he hath already accounted for and remitted to the said Osgood Hanbury and John Lloyd as aforesaid and ought to be continued receiver of the rents and profits of the said estate under the appointment so made to him by the defendants the present agents of these defendants as aforesaid so long as these defendants shall think fit and he shall be willing so to do and ought to remit and account for the rents and profits of the said estate from time to time to these defendants' agents in London who ought thereout to pay and keep down the said yearly rent charge of £90 to the said Company for propagating the Gospel in New England and parts adjacent in America to be applied by them for the purposes of the Charity established of that yearly rent charge as aforesaid and to remit the surplus of such rents and profits from time to time to these defendants to be applied for the purposes of the said Charity established of such surplus rents and profits as aforesaid, or if it shall be deemed for any reason improper that the said estate should remain vested in Trustees for these defendants then these defendants submit that the said estate ought to be sold and the produce remitted to these defendants to be applied for the same charitable purposes for which the said estate was vested in Trustees as aforesaid. And these defendants deny all and all manner of unlawful combination and confederacy without this that there is any other matter or thing material or necessary for them these defendants to make answer unto and not herein or hereby well and sufficiently answered unto confessed or avoided traversed or denied is true to the knowledge and belief of these defendants, all which matters and things these defendants are ready and willing to aver maintain and prove as this honourable

court shall direct and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf sustained

This answer was taken and the Common )  
 Seal of the before mentioned College )  
 of William and Mary affixed hereto )  
 this 31 day of December in the year )  
 of our Lord 1789 by virtue of the Com- )  
 mission hereunto annexed before us: )

JOHN MITFORD

EDM: RANDOLPH

JOSEPH PRENTIS

BEN: WALLER

THE SCHEDULE TO WHICH THE FOREGOING ANSWER REFERS

The Charity of the Honble. Robert Boyle, Esq., of the City of London, deceased, in account with the College of William and Mary in Virginia:-

Dr.			Cr.	
1741	To expenditure		1741	By Micajah Perry
Mar.25	from 25 Mar.		Mar.25	agent for the Braf-
	1739	<u>£252.12. 3.</u>		ferton estate from
				25 Mar.1739
				By balance
				<u>£242.17. 3</u>
				<u>£9.15. 0</u>
				<u>£252.12. 3</u>
1742	To balance due 25		1742	
Mar.25	Mar.1741	9.15. 0.	Mar.25	By do. from 25
	Interest thereon			March.1741
	to this date	9. 9.		
	Expenditures from			By above
	25 Mar.1741 to this	<u>£211.11. 0.</u>		
	date			<u>163.18. 3</u>
		<u>221.15. 9.</u>		<u>221.15. 9</u>

Dr.

Gr.

1743 Mar.25	To do. 25 Mar.1742 Int. thereon to this date Expenditures from 25 Mar.1742	163.18. 3. 8. 3.11. <u>190.15. 7.</u> 362.17. 9.	1743 Mar.25	By Micajah Perry from 25 March 1742 Balance	77.17. 6. 285. 0. 3. <u>362.17. 9.</u>
1744 Mar.25	To do. 25 Mar.1743 Interest do. Expenditures do.	285. 0. 3. 14. 5. 0. 128.19.11 $\frac{1}{2}$ <u>428. 5. 2<math>\frac{1}{2}</math></u>	1744 Mar. 25	By ditto 1743 March Balance	418.13. 6. 0.9.11.8 $\frac{1}{2}$ <u>428. 5. 2<math>\frac{1}{2}</math></u>
1745 Mar.25	To do. 25 Mar. 1744 Interest do. Expenditures do.	9.11.8 $\frac{1}{2}$ 9.6 $\frac{1}{2}$ 178. 8.2 $\frac{3}{4}$ <u>188. 9.5<math>\frac{3}{4}</math></u>	1745 Mar. 25	By ditto 1744 Balance	75. 0. 0. 113. 9. 5 $\frac{3}{4}$ <u>188. 9. 5<math>\frac{3}{4}</math></u>
1746 Mar.25	To do. 25 Mar.1745 Interest do. Expenditures do.  sic	113. 9. 5 $\frac{3}{4}$ 5.13. 5 $\frac{3}{4}$ 216. 3. 0 $\frac{3}{4}$ <u>335. 6.11<math>\frac{3}{4}</math></u>	1746 Mar. 25	By John Hanbury from 25 Mar.1745 Balance	257. 9. 1 77.17.10 $\frac{1}{2}$ <u>335. 6.11<math>\frac{3}{4}</math></u>
1748 Mar.25	To do. 25 Mar.1746 Interest do. Expenditures do.	77.17.10 $\frac{1}{2}$ 7.15. 9. 261.14.11 $\frac{1}{2}$ <u>347. 8. 7.</u>	1748 Mar. 25	By do. 1746 Balance	62.10. 0. 284.18. 7 <u>347. 8. 7.</u>
1749 Mar.25	To do. 25 Mar.1748 Interest do. Expenditures do.	284.18. 7. 14. 4.11 149. 0. 5 $\frac{1}{2}$ <u>448. 3.11<math>\frac{1}{2}</math></u>	1749 Mar. 25	By do. 1748 Balance	62.10. 0. 385.13.11 $\frac{1}{2}$ <u>448. 3.11<math>\frac{1}{2}</math></u>
1750 Mar.25.	To do. 25 Mar.1749 Interest do. Expenditures do.	385.13.11 $\frac{1}{2}$ 19. 5. 8. 102.12. 6. <u>507.12. 1<math>\frac{1}{2}</math></u>	1750 Mar. 25.	By do. 1749 Balance	276. 0. 0. 231.12. 1 $\frac{1}{2}$ <u>507.12. 1<math>\frac{1}{2}</math></u>
1751 Mar.25	To do. 25 March1750 Interest do. Expenditures do.	231.12. 1 $\frac{1}{2}$ 11.11. 7. 99. 1. 2. <u>342. 4.10<math>\frac{1}{2}</math></u>	1751 Mar. 25	By do. 1750 Balance	62.10. 0. 279.14.10 $\frac{1}{2}$ <u>342. 4.10<math>\frac{1}{2}</math></u>
1752 Mar.25	To do. 25 Mar.1751 Interest do. Expenditures do.	279.14.10 $\frac{1}{2}$ 13.19. 9. 136. 9.10 <u>430. 4. 5<math>\frac{1}{2}</math></u>	1752 Mar. 25	By do. 1751 Balance	62.10. 0. 367.14. 5 $\frac{1}{2}$ <u>430. 4. 5<math>\frac{1}{2}</math></u>
1753 Mar.25	To do. 25 Mar.1752 Interest do. Expenditures do.	367.14. 5 $\frac{1}{2}$ 18. 7. 9. 209. 9. 6. <u>595.11. 8<math>\frac{1}{2}</math></u>	1753 Mar. 25	By do. 1752 Balance	129.16. 5. 465.15. 3 $\frac{1}{2}$ <u>595.11. 8<math>\frac{1}{2}</math></u>



1755 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1753 465.15. 3 $\frac{1}{2}$ 46.11. 6. 354. 9. 1.	465.15. 3 $\frac{1}{2}$ 46.11. 6. 354. 9. 1. <u>866.15.10<math>\frac{1}{2}</math></u>	1755 Mar.25	By do. 1753 Balance	25 Mar. 375. 0. 0. 1753 <u>491.15.10<math>\frac{1}{2}</math></u> <u>866.15.10<math>\frac{1}{2}</math></u>
1757 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1755 491.15.10 $\frac{1}{2}$ 49. 3. 6 $\frac{1}{2}$ 204. 1. 0 $\frac{1}{2}$	491.15.10 $\frac{1}{2}$ 49. 3. 6 $\frac{1}{2}$ 204. 1. 0 $\frac{1}{2}$ <u>745. 0. 5<math>\frac{1}{2}</math></u>	1757 Mar.25	By do. 1755	31. 5. 0. <u>713.15. 5<math>\frac{1}{2}</math></u> <u>745. 0. 5<math>\frac{1}{2}</math></u>
1758 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1757 713.15. 5 $\frac{1}{2}$ 35.13. 9. 138. 6.10 $\frac{1}{2}$	713.15. 5 $\frac{1}{2}$ 35.13. 9. 138. 6.10 $\frac{1}{2}$ <u>887.16. 1</u>	1758 Mar.25	By do. 1757 Balance	62.10. 0. <u>825. 6. 1</u> <u>887.16. 1.</u>
1760 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1758 825. 6. 1. 82.10. 7. 219.17. 0.	825. 6. 1. 82.10. 7. 219.17. 0. <u>1127.13. 8.</u>	1760 Mar.25	By do. 1758 Balance	93.15. 0. <u>1033. 8. 8.</u> <u>1127.13. 8.</u>
1761 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1760 1033. 8. 8. 51.13. 5. 105. 2. 7 $\frac{1}{2}$	1033. 8. 8. 51.13. 5. 105. 2. 7 $\frac{1}{2}$ <u>1190. 4. 8<math>\frac{1}{2}</math></u>	1761 Mar.25	By do. 1760 Balance	62.10. 0. <u>1127.14. 8<math>\frac{1}{2}</math></u> <u>1190. 4. 8<math>\frac{1}{2}</math></u>
1762 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1761 1127.14. 8 $\frac{1}{2}$ 56. 7. 9. 104. 2. 8 $\frac{1}{2}$	1127.14. 8 $\frac{1}{2}$ 56. 7. 9. 104. 2. 8 $\frac{1}{2}$ <u>1288. 5. 2</u>	1762 Mar.25	By do. 1761 Balance	125. 0. 0. <u>1163. 5. 2.</u> <u>1288. 5. 2.</u>
1763 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1762 1163. 5. 2. 58. 3. 3. 162.11. 0.	1163. 5. 2. 58. 3. 3. 162.11. 0. <u>1383.19. 5.</u>	1763 Mar.25	By do. 1762 Balance	70. 5. 7 $\frac{1}{2}$ <u>1313.13. 9<math>\frac{1}{2}</math></u> <u>1383.19. 5.</u>
1764 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1763 1313.13. 9 $\frac{1}{2}$ 65.13. 7 $\frac{1}{2}$ 115.18.10	1313.13. 9 $\frac{1}{2}$ 65.13. 7 $\frac{1}{2}$ 115.18.10 <u>1495. 6. 3.</u>	1764 Mar.25	By Messieurs Han- bury do.1763 Balance	160.0. 0. <u>1335.6. 3</u> <u>1495. 6. 3.</u>
1765 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1764 1335. 6. 3. 66.15. 4. 426.18.11 $\frac{1}{2}$	1335. 6. 3. 66.15. 4. 426.18.11 $\frac{1}{2}$ <u>1829. 0. 6<math>\frac{1}{2}</math></u>	1765 Mar.25	By do. 1764 Balance	286. 2. 6 $\frac{1}{2}$ <u>1542.18. 0</u> <u>1829. 0. 6<math>\frac{1}{2}</math></u>
1766 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1765 1542.18. 0. 77. 2.10. 202.17. 6 $\frac{1}{4}$	1542.18. 0. 77. 2.10. 202.17. 6 $\frac{1}{4}$ <u>1822.18. 4<math>\frac{1}{4}</math></u>	1766 Mar.25	By do. 1765 Balance	245. 9. 7 $\frac{1}{4}$ <u>1577. 8. 9.</u> <u>1822 18. 4<math>\frac{1}{4}</math></u>
1769 Mar.25	To do. Interest do. Expenditures do.	25 Mar.1766 1577. 8. 9. 236.12. 3. 571. 2. 8 $\frac{3}{4}$	1577. 8. 9. 236.12. 3. 571. 2. 8 $\frac{3}{4}$ <u>2385. 3. 8<math>\frac{3}{4}</math></u>	1769 Mar.25	By do. 1768 Balance	633.13. 7 $\frac{3}{4}$ <u>1751.10. 1</u> <u>2385. 3. 8<math>\frac{3}{4}</math></u>

1772	To do.	25 Mar.	1769	1751.10. 1	1772	By Messrs. Hanbury &	
Mar.25	Interest do.			262.14. 6.	Mar.25	Lloyd from 25 Mar.	
	Expenditures do.			979.16. 2.		1771	547. 0. 5.
				<u>2994. 0. 9.</u>		Balance	<u>2447. 0. 4.</u>
							<u>2994. 0. 9.</u>

1775	To do.	25 Mar.	1772	2447. 0. 4.	1775	By do.	1774	1138.19. 5 $\frac{3}{4}$
Mar.25	Interest do.			362. 1. 0.	Mar.25	Balance		<u>2813.10. 6<math>\frac{1}{4}</math></u>
	Expenditures do.			1143. 8. 8.				<u>3952.10. 0.</u>
				<u>3952.10. 0.</u>				

1776	To do.	25 Mar.	1775	2813.10. 6 $\frac{1}{4}$	1776	By do.	1775	62.10. 0.
Mar.25	Interest do.			140.13. 6.	Mar.25	Balance		<u>3028.15. 9<math>\frac{1}{4}</math></u>
	Expenditures do.			137. 1. 9.				<u>3091. 5. 9<math>\frac{1}{4}</math></u>
				<u>3091. 5. 9<math>\frac{1}{4}</math></u>				

1779	To do.	25 Mar.	1776	3028.15. 9 $\frac{1}{4}$	1779	By do.		666.13. 4.
Mar.25	Interest do.			454. 6. 4 $\frac{3}{4}$	Mar.25	Balance		<u>3139.15. 7.</u>
	Expenditures do.			323. 6. 9.				<u>3806. 8.11.</u>
				<u>3806. 8.11.</u>				

1784	To do.	25 Mar.	1779	3139.15. 7.	1784	By do.	1783	191.13. 4.
Mar.25	Interest do.			784.18.10.	Mar.25.	Balance		<u>3733.11. 1.</u>
				<u>3924.14. 5.</u>				<u>3924.14. 5.</u>

To balance due 25 Mar.  
1784 Virginia Cur-  
rency 3733. 1. 1.

To balance due 25 Mar.  
1784 sterling 2799.15.10.

Interest to 3733. 1. 1.

By 33 $\frac{1}{3}$  p.c. the  
difference of ex-  
change between  
currency and sterl-  
ing 933. 5. 3.

Balance sterling 2799.15.10.

Errors excepted

(L.S.)

Signed

ROBERT ANDREWS, Burser

Wmsburg 11th September 1786.

Js. MADISON, Prest

C.12. 1706-8. membrane 2.

The joint and several answer of Samuel Gist and William Anderson, merchants, two of the defendants to the Information of Sir Archibald Macdonald, knight, His Majesty's Attorney-General at the Relation of the Right Reverend Beilby, Lord Bishop of London, and to the Bill of Complaint of the said Lord Bishop.

Both sworn this fifteenth day of December 1789 at the public office before W.GRAVES, 15th December 1789  
KIPLING.

THESE DEFENDANTS now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage which can or may be had or taken to the many errors uncertainties and imperfections in the said information and bill of complaint contained, for answer thereto or to so much thereof as these defendants are advised is material or necessary for them to make answer unto, answer and say that some time in the year 1787 these defendants received from the President and Masters or Professors of the College of William and Mary in Virginia in the said information and Bill of Complaint mentioned, a letter or power of attorney of the following tenor or effect, that is to say, "Know all men by these presents that We the President and Professors of William and Mary College in Virginia have appointed and by these presents DO appoint Samuel Gist and William Anderson of London, merchants, our agents and attornies for us and in our name in our behalf and to our use, to demand, receive, sue for and recover all and every sum and sums of money, rents, and arrears of rents due to us from John Lloyd of London, merchant, and from the former, present and future tenants of the manor of Brafferton, and all and every other person and persons in Great Britain, and to give releases

and acquittances for the same and authorised them, the said Samuel Gist and William Anderson, to substitute receivers and attornies under them; and also to superintend and urge the prosecution of a suit depending in the High Court of Chancery of Great Britain between the Attorney General at the relation of us, the said President and Professors, plaintiff, and the City of London and the Bishop of London, defendants, and for that purpose and on our behalf to retain and employ Counsel and make warrants of attorney and to perform and execute any act or acts which may be requisite to effectuate any such decree, interlocutory or final, as shall be made in the suit aforesaid, and also for us and on our behalf to make leases of such tenements of the manor of Brafferton aforesaid as are or shall become unoccupied by expiration of terms, surrender or forfeiture hereby granting to the said Samuel Gist and William Anderson full power to transact in the matters committed to them whatever we personally present might lawfully do. IN WITNESS whereof we have hereunto affixed our Common Seal this fourth day of May in the year of our Lord 1787". And these defendants further answering say that having received such power of attorney from the said College as aforesaid these defendants on or about the 6th day of June 1788 caused a notice in writing bearing date the 2nd day of the said month of June 1788 to be served upon or delivered to John Clough, esquire, (the receiver of the rents and profits of the estate at Brafferton in the county of York in the said information and bill of complaint mentioned, and another defendant thereto) of the tenor or effect following, that is to say, "To John Clough, esquire, Sir, Having received a power of attorney from the President and Masters or Professors of the College of William and Mary in Virginia appointing us their agents in England to recover and receive all sums of money, rents and arrears of rents due to them from John Lloyd of London, merchant, and from the former present and future tenants of the manor of Brafferton, and all other persons in Great Britain, and to give releases and acquittances for the same, and to substitute receivers and attor-

attornies under us (a copy of which power we have directed to be delivered to you together with this notice) We do hereby give you notice not to pay any rents or other profits of the said estate at Brafferton or any monies arising therefrom into the hands of the said John Lloyd or of any other person without our direction or that of the College. WITNESS our hands this second day of June 1788. SAMUEL GIST WILLIAM ANDERSON." And these defendants further answering say that having sent a copy of their said power of attorney to the said John Clough and having proposed in virtue thereof to appoint him receiver of the rents and profits of the said estates under these defendants and the said John Clough having written to these defendants that he should be glad to continue the receipt of the rents and profits of the said estate under a legal authority which he understood these defendants could give him these defendants thereupon executed and sent to the said John Clough a letter or power of attorney of the tenor or effect following, that is to say, "TO all to whom these presents shall come WE Samuel Gist and William Anderson of the City of London, merchants, send Greeting WHEREAS by a certain Deed Poll or Instrument in writing under the Common Seal of the Corporation of the President and Professors of William and Mary College in Virginia, bearing date on or about the fourth day of May in the year of our Lord One thousand seven hundred and eight seven, the President and Professors of the said College did appoint us the said Samuel Gist and William Anderson their agents and attornies for them and in their name in their behalf and to their use, to demand, receive, sue for and recover all and every sum and sums of money, rents and arrears of rents due to them from John Lloyd of London, merchant, and from the former then present and future tenants of the manor of Brafferton, and all and every other person and persons in Great Britain, and to give releases and acquittances for the same, and did thereby authorize us the said Samuel Gist and William Anderson to substitute receivers and

attornies under us, and also for them and in their behalf to make leases of such tenements of the manor of Brafferton aforesaid as were or should become unoccupied by expiration of terms, surrender or forfeiture thereby granting to us the said Samuel Gist and William Anderson full power to transact in the matters committed to us whatever they personally present might lawfully do NOW KNOW YE that we the said Samuel Gist and William Anderson in pursuance and by virtue of the said power, have substituted and appointed and by these presents do substitute and appoint John Clough of the City of York, esquire, to be receiver and attorney under us, to ask, demand, collect and receive the rents, issues and profits of the said manor of Brafferton in the county of York, and of all and singular the messuages, lands, tenements, and hereditaments of or belonging to the said Corporation, situate, lying or being in Brafferton aforesaid or elsewhere in the said county of York, of and from all and every the tenants or occupiers of the said hereditaments and premises respectively, and from all and every other persons and person, and on receipt thereof to give receipts and acquittances for the same, and in case of non-payment thereof to make use of all such lawful ways and means as shall be necessary or expedient for the recovery thereof, and to make such allowances and pay such monies for taxes, repairs and other incident expenses as shall be just, reasonable, and proper, he rendering and paying to us for the use of the said Corporation all such monies as he shall <sup>so</sup> receive after deducting thereout what he shall so allow or pay, and also such necessary and reasonable costs, charges and expences as he shall be put unto in and about the premises and likewise such reasonable salary or other reward for his care, pains and trouble therein as we may on behalf of the said Corporation agree to allow him in that behalf or as he may reasonably deserve for the same, We hereby reserving to ourselves the right of revoking this power at our discretion IN WITNESS whereof we the said Samuel Gist and William Anderson have hereunto set our hands and seals this thirtieth day of June in the twenty eighth year

of the reign [of] our sovereign Lord George the Third by the grace of God of Great Britain, France, and Ireland King Defender of the Faith, etc. And in the year of our Lord one thousand seven hundred and eighty-eight." And these defendants further answering say they have been informed and believe that some time in or about the month of July in the said year 1788 the said John Clough received a letter from Mr. Richard Burn of Duke Street, Westminster, solicitor for the relator and complainant the Lord Bishop of London, giving him notice not to pay any rents or profits of the said estate at Brafferton then or at any time after to grow due to any agent or other person concerned for the said College of William and Mary in Virginia, and informing him the said John Clough that the business would shortly be brought before the Honorable Court; and these defendants further answering say they believe that the said John Clough hath continued to receive the rents and profits of the said estate, but say that he hath not remitted to these defendants or either of them to the knowledge or belief of the other of them nor have they nor hath either of them to the knowledge or belief of the other of them received from any other person or persons any sum or sums of money for or upon account of the rents or profits of the said estate or any part thereof; and these defendants <sup>further</sup> answering say they have been informed and believe that Osgood Hanbury and Capel Hanbury in the said information and bill named, merchants and partners in London, were formerly agents in London for the said College and acted as such until the death of the said Capel Hanbury, which happened as these defendants believe in or about the year 1771 when as they also believe John Lloyd in the said information and bill named and another defendant thereto became a partner with the said Osgood Hanbury; and these defendants also say they are informed and believe that from thenceforth the said Osgood Hanbury and John Lloyd or one of them acted as agents or agent in London for the said College until the death

of the said Osgood Hanbury, which these defendants believe happened at or about the time in the said information and bill mentioned; and these defendants have also been informed and believe that from and after the death of the said Osgood Hanbury the said John Lloyd acted as agent in London for the said College until these defendants were appointed agents for the said College as aforesaid; and these defendants are also informed and believe that the said John Clough acted as receiver in the country of the rents and profits of the said estate under the said Capel Hanbury and Osgood Hanbury until the death of the said Capel Hanbury, and afterwards as receiver thereof under the said Osgood Hanbury and John Lloyd, or one of them until the death of the said Osgood Hanbury, and afterwards as receiver thereof under the said John Lloyd until the notice given to him the said John Clough by these defendants as aforesaid; and these defendants further answering say they have been informed and believe that the said John Clough remitted the rents and profits of the said estate to the [said] Osgood Hanbury and Capel Hanbury as agents as aforesaid until the death of the said Capel Hanbury, and afterwards to the said Osgood Hanbury and John Lloyd as agents or agent as aforesaid until the death of the said Osgood Hanbury and afterwards to the said John Lloyd as agent as aforesaid until such notice as aforesaid, and there being as these defendants are informed and believe a large sum of money due from the defendant John Lloyd on account of the rents and profits remitted by the said John Clough as aforesaid these defendants in pursuance of their said power and as agents of the said College applied to the said John Lloyd and requested him to settle the said account and pay the ballance thereof to these defendants for the use of the said College, but these defendants say that the said John Lloyd hath not settled the said account with these defendants or either of them to the knowledge or belief of the other of them or paid to these defendants or either of them to the knowledge or belief of the other of them



what is due upon the said account or any sums or sum of money upon account thereof; and these defendants further answering say they have not any interest or concerne in the estates and matters in the said information and bill of complaint mentioned otherwise than as agents for the said College appointed as aforesaid, and the said College being made defendants to the said information and bill their answer thereto hath been prepared and sent to the President and Masters or Professors of the said College together with a commission for taking the same; and these defendants deny all and all manner of unlawful combination and confederacy wherewith they are charged by the said information and bill without this that any other matter or thing whatsoever in the said Information and Bill of Complaint contained material or effectual in the law for them or either of them to make answer unto and not herein and hereby well and sufficiently answered unto confessed and avoided traversed or denied is true; all which matters and things these defendants are ready to aver justify maintain and prove as this Honorable Court shall award, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

SAM<sup>L</sup> GIST

W: ANDERSON

J: CAMPBELL

C.12. 1706-8 membranes 4 and 5

Answer of JOHN CLOUGH (4 January 1790)

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And this defendant saith that in the month of July in the said year 1788 he this defendant received a letter from Mr. Richard Burn of Duke Street, Westminster, solicitor for the relator and complainant the Lord Bishop of London, giving this defendant notice not to pay any rents or profits of the Brafferton estate then or at any time after to grow due to any agent or other person concerned for the College of William and Mary in Virginia, and informing this defendant that the business would shortly be brought before this Honorable Court; and this defendant saith that at the time of receiving the first of the above-mentioned notices this defendant had received the rents of the said estate up to Michaelmas 1787, and had made such remittances as aforesaid to the said John Lloyd and had made up his account for the year ending Michaelmas 1787, whereupon the aforesaid balance of £10.11s. 8<sup>1</sup>/<sub>2</sub>d. only appeared to be due from this defendant, which balance this defendant hath still retained in his hands; and since the said notice received by this defendant from the said Samuel Gist and William Anderson and their appointment of this defendant as receiver under them and since the receipt of the said letter from the said Richard Burn this defendant hath received three half years rents of the said estate, that is to say, the half year's rent which became due at Lady Day 1788, the half year's rent which became due at Michaelmas 1788, the half year's rent which became due at Lady Day 1789, and also the sum of £7.8s.6d. for the half year's rent from the tenant at Doxhill which became due at Michaelmas 1789, whereout this defendant hath paid four half years land tax due Michaelmas 1789, and other outgoings which he submits he is entitled to be allowed, together with

his salary, and saith that he hath hitherto retained in his hands what is owing from him on account of the said three half year's rents, and also on account of the said sum of £7.8s.6d. for the fourth half year's rent received from the tenant at Doxhill as aforesaid; and this defendant saith that having from time to time remitted the rents and profits of the said estate and made up his accounts to the persons by whom he was employed as agent or receiver thereof, and having obtained a receipt for the balance of his account up to Michaelmas 1786 as aforesaid, and having also before he received any notice to the contrary remitted the said two sums of £150 and £150 on the 2nd of August, 1787, and the 13th of April 1788 to the said John Lloyd on account of the rents for the year ending Michaelmas 1787 as aforesaid, he this defendant is advised and humbly submits that his accounts of the rents and profits of the said estates to Michaelmas 1786 ought to be considered as settled and closed, and that in his said account for the year ending Michaelmas 1787 he is entitled to be allowed the said two sums of £150 and £150 so by him remitted to the said John Lloyd as well as the land tax and other usual outgoings, and this defendant's salary for the said year ending Michaelmas 1787; and this defendant saith he is willing to continue receiver in the country of the rents and profits of the said estate and to account for and pay the same or to act therein as this Honorable Court shall direct; and this defendant further answering saith that when he was first appointed receiver in the country of the said estate in the year 1763 as aforesaid the gross rental of the said estate amounted to the sum of £260.17s.10d. per annum or thereabouts, but that in or about the year 1773 the said estate was let at advanced rents, after such advancement the rental thereof then amounted and doth now amount to the yearly sum of £367.12s.1d. or thereabouts, and saith that the said estate is situate at and in the parish of Brafferton in the county of York except a small part thereof let at the yearly rent of £14.17s. which is situate

at Doxhill in the parish of Burnsall in the said county of York, and saith that in the schedule hereunderwritten (which he prays may be taken as part of this his answer) he hath set forth according to the best of his knowledge and belief a particular rental of the said estate, and in whose occupation the same is and at what yearly rents; and this defendant further answering saith he believes that by an instrument bearing date the 21st day of December 1697 the then Earl of Burlington and the then Bishop of London in pursuance of the decree of the 8th of August 1695 in the said information and bill of complaint mentioned did appoint such rules and methods for the settlement of the said charity in Virginia as in the said information and bill of complaint are mentioned, and more particularly in the first rule or method after directing that the rents and profits of the said manor of Brafferton (deducting thereout the said £90 per annum and other necessary and incident charges) should be by the then present and future receivers thereof paid into the hands of Micajah Perry of London, merchant, then agent in London for the President and Masters of the College of William and Mary in Virginia, and to the future agent or agents in England for the said College, in order to transmit the same to Virginia to the President and Masters of the said College for the time being for the purposes therein mentioned, did direct that such agent or agents' receipts or acquittances should be sufficient discharges to such receiver or receivers for what should be so paid; and this defendant further answering saith he hath been informed and believes that for many years and as he apprehends from the time of the appointment of the said Micajah Perry some merchant in London hath acted as agent to and for the said College of William and Mary for the purposes of the said Charity, and that such agents in London from time to time appointed or employed some person or persons near to the said estate to receive the rents and profits thereof, and that such receivers from time to time accounted to such agent in London and remitted the clear rents and profits of the said estate

unto such agent in London, and he believes such agent in London from time to time until of late years paid the yearly rent charge of £90 in the bill mentioned to the Company for Propagating the Gospel in New England in the bill also mentioned and remitted or in some way answered or accounted for the surplus to the said College of William and Mary in Virginia for the purposes of the said Charity, but when or at what time the agent in London first ceased to pay the said yearly rent charge of £90 or to remit the surplus this defendant knoweth not nor can set forth as to his belief or otherwise, nor to the best of his recollection and belief did he know or had he been informed until after the last remittance made by him this defendant to the said John Lloyd in the month of April 1788 as aforesaid that the said John Lloyd or the said Osgood Hanbury had ceased to pay the said yearly rent charge or remit the surplus in manner aforesaid; and this defendant further answering saith that in the year 1774 or 1775 and in divers succeeding years a considerable quantity of timber and other trees growing in the woods and on other parts of the said estate at Brafferton were cut down by Mr. George Atkinson who as this defendant was informed and believed became the purchaser of the said timber and other trees under a sale thereof before one of the masters of this honourable court under a decree or order of this court made in a cause instituted for that purpose and this defendant was by a report of the said Master in pursuance of the said decree or order appointed to inspect and did accordingly inspect the cutting down the same and that an allowance was made to this defendant by the Master for his care and trouble therein, and saith he hath been informed and believes that the purchase money for the said timber and other trees was in pursuance of several orders of this Honourable Court paid by the purchaser in certain annual installments according to the terms of his said purchase into the bank with the privity of the Accountant-General of this Honourable Court to the credit of the said cause and laid out in the purchase of Bank Three per cent. Annuities in the name and

with the privity of the said Accountant-General IN TRUST in the said cause and that the interest and dividends of such Bank Annuities have from time to time been laid out in like manner, but what the Bank Annuities so purchased now amount unto this defendant knows not otherwise than from the present information and bill; and this defendant further answering saith he believes the said Capel Hanbury and Osgood Hanbury who stood appointed as agents in London for the said President and Masters or Professors of the said College of William and Mary for the purpose of the said Charity at the time this defendant was first appointed Receiver of the said estate at Brafferton in the year 1763 as aforesaid continued to act for the said College as such agents until the death of the said Capel Hanbury and that the said Osgood Hanbury continued to act as such agent for the said College until his death, and that the said Osgood Hanbury died at or about the time in the will in that behalf mentioned, and that the said John Lloyd from thenceforth acted as such agent until the said Samuel Gist and William Anderson began to act as agents for the said College under their appointment hereinbefore mentioned, of which notice was given to this defendant on or about the 4th day of June 1788 as aforesaid; and this defendant saith that having remitted and accounted for the rents and profits received by him from the said estate unto the said Capel Hanbury and Osgood Hanbury and afterwards to the said Osgood Hanbury and afterwards to the said John Lloyd in manner aforesaid down to the time hereinbefore mentioned he humbly submits that he is so far discharged therefrom and is accountable only for the said sum of £10.11s.8 $\frac{1}{2}$ . the balance of the said account of rents and profits of the said estate for the year ending Michaelmas 1787 and for what shall be coming from him for the three half years rents received by him which became due at Lady Day 1788, Michaelmas 1788, Lady Day 1789, and from the Tenant at Doxhill at Michaelmas 1789 after deducting thereout the land tax and other outgoings, and his this defendant's salary, and saith he hath been and is ready and

is ready and willing to account for and pay the said balance and for the said half years rents as this Honourable Court shall direct, and hath for that purpose remitted a bill to his solicitor Henry Hoyle Oddie esquire in order that the same may be accordingly paid; and this defendant denies all and all manner of unlawful combination and confederacy without this that there is any other matter, cause, or thing in the said information and bill of complaint contained, material or effectual, in the law for this defendant to make answer unto and not herein and hereby well and sufficiently answered, avoided, traversed or denied, is true to the knowledge and belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain and prove as this Honourable Court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

JOHN CLOUGH

This answer was taken, and the above named John Clough the defendant was duly sworn to the truth thereof upon the Holy Evangelists at the House of the said John Clough, situate in the parish of Saint Michael le Belfrey, in the city of York, on the 15th day of December in the 30th year of the reign of his Majesty King George the Third, and in the year of our Lord 1789, by virtue of the commission hereunto annexed before us

EDW: WOLLEY  
WILLIAM MILLS  
CHRIS: NEWSTEAD, Junr.

THE SCHEDULE to which the foregoing answer refers containing a Particular Rental of the said Estate at Brafferton and Doxhill in the said county of York and in whose occupation the same is and at what yearly rents.

BRAFFERTON

William Clough and Henry Cusson jointly, viz: William Clough two-thirds and Henry Cusson, one-third .....	£84. 8s. 2d.
Ann Jackson, widow .....	£48. 10s. 4d.
William Clough .....	£37. 7s. 2d.
Representatives of Robert Burnett, deceased ...	£28. 4s. 0d.
Representatives of John Allinson..	£15. 5s. 2d.
John Clough .....	<u>£10. 5s. 2d.</u> £25. 10s. 4d.
Thomas Rounthwaite and the represen- tatives of William Holburne, deceas- ed .....	£17. 11s. 10d.
John Clough .....	<u>5. 2s. 8d.</u> £22. 14s. 6d.
Ann Brown, widow .....	£21. 16s. 10d.
Reverend Mr. Wilson .....	6. 1s. 8d.
John Clough .....	5. 11s. 8d.
Representatives of Andrew Nicholson, deceased..	£11. 10s. 0d.
Representatives of Lucy Moor, deceased .....	9. 13s. 6d.
John Nolson .....	9. 11s. 6d.
John Clough .....	9. 11s. 3d.
Ann Parker, widow .....	8. 5s. 0d.
Representatives of Peter Meeke, deceased .....	7. 10s. 4d.
Jane Pearson, widow .....	6. 19s. 4d.
George Canby .....	3. 5s. 4d.
John Clough .....	1. 10s. 0d.
George Ware .....	1. 10s. 0d.
John Clough .....	1. 7s. 6d.
Do. ....	1. 1s. 8d.
Matthew Wood .....	<u>0. 15s. 0d.</u>
	£352. 15s. 1d.

DOXHILL



	Forward	£352. 15s. 1d.
<u>DOXHILL</u>		
Elizabeth Joy, widow .....		14. 17s. 0d.
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	John Clough ...	£367. 12s. 1d.
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