

27<sup>th</sup> December 1817.

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

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Marriage of Thomas Newman Esq<sup>r</sup>  
with Miss Eliza Anne Hall.

27<sup>th</sup> December 1817. Indenture of Settlement between Thomas Newman  
of Chelsea in Essex Esq<sup>r</sup> 1<sup>st</sup> part Eliza Anne Hall of Cumberland  
Street Portman Square Spinster and Thomas Hall of the same  
place Esq<sup>r</sup> Father of the said Eliza Anne Hall 2<sup>d</sup> part John  
Russell of Stabbers Essex Esq<sup>r</sup> and Benjamin Harding Esq<sup>r</sup>  
Major in the Army and Brother of the said Thomas Newman  
3<sup>rd</sup> part John Hall of Kentish Town Street Kentish Town Square Esq<sup>r</sup>  
Charles Hall Esq<sup>r</sup> Captain in His Majesty's 3<sup>rd</sup> Regiment of  
Guards and William Knight Dehaeny of Middle Temple Esq<sup>r</sup>  
4<sup>th</sup> part And the said William Knight Dehaeny and Benjamin  
Harding 5<sup>th</sup> part.

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

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

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

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

And that the said Estate of Mr Newman should be  
limited for securing to Miss Hall in Case she should  
survive him a Pension of £100 per Annum And for  
raising £500 in Case there should be Issue of the Marriage  
more than one Child for the Portions of such Children in  
addition to what they might become entitled to under the  
Trusts respecting the said £8000

And that in full performance of the said Agreement the

Sum of £2000. part of the said £10000 had been paid to the said Thomas Newman and the Balance the residue thereof had been invested in the Purchase of £8000. 2. 3 Bank 1/4 per Cent Annuities in the Names of the said John Hall Charles Hall and William Knight Delany. It is Witnessed that for the several Considerations aforesaid and the other Considerations therein expressed The said Thomas Newman did Convey unto the said John Russell and Benjamin Harding and their Heirs

The Farms Lands Tenements Tythes and Hereditaments Situate or arising within the Parish of Great Clacton in the County of Essex particularized in the Schedule by Reference to the Names of Tenants and Number of Acres -

And all other the Farms &c of him the said Thomas Newman within the same Parish

To hold the same Premises unto the said John Russell and Benjamin Harding their Heirs and Assigns To the Use of the said Thomas Newman for life And after his Death in Case the said Eliza Anne Hall should survive him

To the Use intent and purpose that She or her Assigns should during her life receive thence One Annuity of £100. for her jointure and in lieu of Dowry &

Usual Powers of Distress and Entry enabling her to recover and raise the same Annuity when in Arrear with all Expenses And Subject to the said Annuity and the said Powers -

To the Use of the said John Hall Charles Hall and William Knight Delany their Executors &c for 500 Years commencing from the death of the said Thomas Newman.

Upon the Trusts hereinafter declared

And Subject thereto

To the Use of the said William Knight Delany their Executors &c for 1000 Years also commencing from the death of the said Thomas Newman Upon the Trusts hereinafter declared respecting the same Term.

And Subject thereto and as aforesaid.

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

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

Upon Trust for better Securing the payment of the  
said Annuity of £100<sup>l</sup> to the said Eliza Anne Hall  
or her Assigns.

Provide that the same Term should cease on full performance  
of the Trusts thereof

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

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

In Trust in & for them should be more than one Child of  
the said Marriage to raise after the death of the said  
Thomas Newman or in his lifetime if he should so  
direct by Writing under his hand (but subject to the said  
Annuity) for the portions of such Children £500<sup>l</sup> to be  
payable to such two or more Children and to be divided  
among them in such Shares &c And to be paid at such  
Ages &c as the said Tho<sup>s</sup> Newman and Eliza Anne Hall  
should by Writing attested by two or more Witnesses appoint  
And in default of such joint Appointment as the Survivors  
of them by Deed or Will attested by the like Number of  
Witnesses should appoint.

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

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

Power to raise and apply the Interest of each Childs Share in its maintenance -

Usual clause of Survivorship among the Children

Power for the Trustees to raise any part of the Presumptive Shares for Sons and apply the same in their Advancement or preferment in the World.

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

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

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

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

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

Provide that in Case there should not be two Children who should live to attain vested Interests in the said £5000 the same should be paid and transferred to the said Thomas Newman his Executors &c

Usual covenants from the said Thomas Newman for his Title to the said Estate and Premises in Great and Little Clacton. And it is further Witnessed that for declaring the Trusts of the said £5030. 2<sup>d</sup> 3 Bank Annuities the said Trustees in whose Names the same was invested should stand possessed thereof

In Trust to pay the Dividends to the said Thomas Newman for life And after his death to the said Eliza Anne Hall for life in Case she should survive him And after the Death of the Survivor of them then to stand possessed of the same Annuities and the Dividends thereof

In Trust for the Children of the said Marriage as hereinafter mentioned (that is to say)

If there should be but one such Child In Trust for such only Child and to be paid at such time as the said Thomas Newman and Eliza Anne Hall should by Deed or Writing attested by 2 Witnesses jointly appoint and for want of such Appointment as the Survivor of them by Deed or Will attested by the like number of Witnesses should appoint And if no such Appointment Then In Trust for such only Child and to be paid if a Son at his Age of 21 years and if a Daughter at the same Age or on her Marriage but such payment to be postponed till after the decease of the Survivor of them the said Thomas Newman and Eliza Anne Hall But if there should be two or more Children

Then Upon Trusts for the benefit of such Children similar to those before expressed respecting the said sum of £5000 And with the like Clauses as to partial Appointments and Survivorships and Power as to Maintenance and Advancement for Sons. But in Case there should be no Children who should live to attain vested Interests in the said Trust Premises.

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

Then In Trust for such persons and in such manner as she the said Eliza Anne Hall by Deed or Writing sealed and delivered in the presence of and attested by two Witnesses or by her Will or any Codicil thereto attested by 3 Witnesses should appoint And in default of such Appointment Then In Trust for the said Thomas Newman his Executors Administrators and Assigns and to transfer the same to him and them according to the usual Power for the Trustees to sell out the said Bank Annuities and to invest the same in other Funds or on Real Security and to change the same from time to time when necessary.

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

Provide that the Trustees shall not be answerable for each other but accountable only for their respective Defaults. Power to reimburse themselves all expenses out of the Trust Funds.

The Rental of the Estate at Great Blacton as specified in the Schedule amounts to £693<sup>0</sup>9<sup>11</sup>

# **Hall Family Papers and Sugar Plantation Records**

**1709 - 1892**

**MSS.0220**

**Box: 3 Folder: 33**

**LEGAL DOCUMENTS - Miscellaneous - Epitome  
of the settlement made on the marriage of Thomas  
Newman Esq. with Miss Eliza Anne, 1817 December 27**



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