

WILLIAM LOVELACE (1719-1777)

William LOVELACE was born in Exeter c.1719, the third child of Jacob LOVELACE and Grace ROCKETT and was baptised at St. Stephen's, Exeter:

17th January 1719/20 William son of Mr Jacob LOVELICE (St. Stephen Parish Register).

William lived his early life in Exeter but later moved to London, where he lived in the parish of St. Ann, Aldersgate. He is believed to have become a schoolteacher, who taught at Dulwich College for a time. After obtaining a licence from the Faculty Office dated 17th April 1746, William married at the College three days later:

Apr 20 1746 William LOVELACE of St. Ann, Aldersgate, London, bachelor & Ann TOMLINSON of St. Botolph, Bishopsgate, London, spinster, Lic. of A'bp, by me John HILARY, Preacher. (Dulwich College Chapel Register).

Ann was born c.1724/5.

William and Ann had 7 children between 1749 and 1761. It would appear that they lived at the Minories until about 1754, when they moved to Charles Square, Hoxton in the parish of St. Leonard's, Shoreditch.

Ann died shortly after giving birth to her son Paul and was buried at St. Leonard's, Shoreditch:

10th August 1761 Ann LOVELACE, Charles Square, age 36 years. (St. Leonard, Shoreditch Burial Register).

William remained at Charles Square until his death in 1777. He was buried at St. Leonard's, Shoreditch, where he was recorded as somewhat older than he was:

19th March 1777 William LOVELACE, Charles Square, aged 64 years. (St. Leonard, Shoreditch Burial Register).

Their children

1. William LOVELACE was born in 1749 and baptised at Holy Trinity, Minories:
Sep'r 3 1749 (aged 28 days) Wm. son of Wm. & Ann LOVELACE. (Holy Trinity, Minories Parish Register).

At the very late age of 19 he was apprenticed to Thomas CHEEK, presumably as a plasterer:
LOVELACE William, son of William, Hoxton, Shoreditch, Middlesex, to Thomas CHEEK 9 Nov 1768 – Plaisterers' Company.

William spent most of his life at Charles Square, Hoxton and like his grandfather Jacob LOVELACE became a maker of watches and watch wheels. *HOLDEN's Triennial Directory* for 1805/6/7 lists; *Wm. LOVELACE, watch wheelmaker, 14 Charles Square, Hoxton.*

In the Will of his uncle Rev. John LOVELACE, William was left the rents of an estate in Long Acre, St. Martin's, Westminster, held by Adam WRIGHT until ladyday 1807. In the Will of his first cousin, John LOVELACE of Malaga, made in 1801, William was to have succeeded John and George WARD as a trustee to implement the charitable intentions set out in John's Will. However, this was not to be, as George WARD outlived William.

William died unmarried in 1805 and was buried at St. Leonard's, Shoreditch:

27 Jan 1805 William LOVELACE, Charles Square, age 56. (St. Leonard, Shoreditch Burial Register).

His Will dated 14 Jan 1805 was proved at the Prerogative Court of Canterbury on 29 Jan 1805:

William LOVELACE

In the Name of God, Amen, I William LOVELACE of Charles Square of the parish of St. Leonard, Shoreditch, watchmaker, being in health of Mind tho' weak in Body, do appoint this my last Will and Testament (that is to say):

I constitute and appoint Will'm VESPER, Watch Maker of the parish of St. Ann's, Middlesex and **John ROWSE**, Glazier of the Parish of Alhallows, Staining in the City of London, my Executors.

I give unto them, my said Executors, all my Worldly Goods, viz't, Working Tools and Engines of what Denomination soever, all my Household Furniture, Wearing Apparel & Plate, Watch with my Arms engraved thereon, Stock in Trade, Book Debts and all my Property of any kind whatsoever, the remaining part of a Lease

of a House in Oxford Street in the occupation of Mr Francis Wright, upholder, for the purposes hereinafter mentioned.

I give unto my Brother Thomas LOVELACE, Revenue Officer of High Street, Whitechapel, the sum of One pound one shilling good and lawful Money of Great Britain, to be paid by my Executors within one year after my decease.

I likewise will and desire that my Working Tools and Engines, that are used in the Manufactory of Watch Wheels, be had in full possession by Mr Richard HOYLE for and during his natural life, for his sole use and benefit, should he, the said Rd. HOYLE, survive me,

and my will and desire is that, after the decease of the said Richard HOYLE, that the Tools, Engines, Lathes and all and every sort and kind of Tools shall become the sole property of Mrs Ann ROWSE of Charles Square of the Parish of Saint Leonard, Shoreditch, to dispose of as her will and pleasure may be,

and I further will and desire that all the Furniture and Plate be valued, with the exception of a Dressing Chest of Drawers and Dressing Glass, Mahogany writing Desk, Bath, Stove and Fender in the Dining Room, that the above mentioned Ann ROWSE may be put in possession of one Fair and Clear half of said Furniture & Plate, the other half being the property of the above ment'd Richard HOYLE,

and I further will and bequeath my wearing Apparel of every description, the remainder of the Lease of the House in Oxford Street, occupied by Mr Francis WRIGHT, of which two years and three quarters were unexpired at Midsummer 1804, the before mentioned Dressing Chest of Drawers, Swing Looking Glass, Mahogany writing Desk, Bath, Stove and Fender be likewise the property of the said Ann ROWSE or her Heirs.

I likewise direct and desire my Executors to bury me in a decent manner and pay the Funeral Charges out of the Money I am entitled to from my benefit Society, the surplus, with the half of my Stock in Trade, Finished and unfinished, the half of my Book Debts, having first paid my just debts, half the debts of the Trade, half the Rent and Taxes due at my decease.

I likewise give and bequeath to the said Ann ROWSE for her sole use and benefit, or her heirs, the other half the Stock, Finished and unfinished, being the property of the before mentioned Richard HOYLE, so in like manner he is to Pay half the Debts of the Trade and half the Rent and Taxes due at my decease.

I likewise give and bequeath my Melon Watch, name Wm. LOVELACE with the Arms engraved thereon, to the said Ann ROWSE for her natural life and after her decease to her Grandson John Thomas ROWSE, now an Infant.

Dated this 14th day of January 1805. Wm. LOVELACE.

Witness John BUNNEY. Witness Joseph BOYLE.

This Will was proved at London the twenty ninth day of January in the Year of our Lord One thousand eight hundred and five, before the Worshipful George OGILVEE, Doctor of Laws, Surrogate of The Right Honorable Sir William WYNNE, Knight, Doctor of Laws, Master Keeper or Commissary of the Prerogative Court of Canterbury, lawfully constituted by the Oaths of William VESPER and John ROWSE, the Executors named in the said Will, to whom Administration of all and singular the Goods, Chattels and Credits of the deceased was granted, having been first sworn duly to administer.

2. Ann LOVELACE was born in 1753 and baptised at Holy Trinity, Minorities:
March 18 1753 (aged 28 days) Ann daughter of Wm. & Ann LOVELACE. (Holy Trinity, Minorities Parish Register).

It is thought that she married in 17 BOWDEN.

..... was born in 17 and is presumed to have predeceased Ann.

Anne BOWDEN resided with Rev. John LOVELACE at Great Waltham for many years and, in his Will dated 26 Nov 1796, he left her £500 in 5% Bank Annuities. Rather extraordinarily he referred to Anne BOWDEN as his "dear Aunt", whereas she would have been his first cousin. Whilst such a statement causes some unease with regard to her identification, the relationship stated in the next paragraph fits perfectly well.

Anne BOWDEN died in Feb/Mar 1797, three weeks before Rev. John LOVELACE, whereupon he executed a Codicil, revoking the legacy. Anne gave all her property to her nephew James Bowden LOVELACE. James' middle name suggests that Anne was his godmother or, at least, very fond of him.

3. Thomas LOVELACE (born 1754) married Jane ANDREWS (see that line).
4. James LOVELACE was born in 1757 and baptised at St. Leonard's, Shoreditch:
15th May 1757 James (born April 15th) son of William and Ann LOVELACE, Charles Square. (St. Leonard, Shoreditch Baptism Register).

It is believed to be this James, who died in 1758 and was buried at St. Leonard's, Shoreditch. Charles Square, where the family lived, leads off Pitfield Street. It seems likely that 17 months was intended as age at death.

8th October 1758 James LOVELACE, Pitfield St., aged 17 (sic), (St. Leonard, Shoreditch Burial Register).

5. George LOVELACE was born in 1758 and baptised at St. Leonard's, Shoreditch:
9th July 1758 (born June 9th) George son of William and Ann LOVELACE, Charles Square. (St. Leonard, Shoreditch Baptism Register).

On the death of Rev. John LOVELACE in 1797, George LOVELACE was noted as a debtor in the amount of £85 plus interest, which was considered irrecoverable.

George is believed to have died without issue.

6. Arthur Anthony LOVELACE was born in 1760 and baptised at St. Leonard's, Shoreditch:
6th April 1760 Arthur Anthony (born March 8th) son of William and Ann LOVELACE, Charles Square. . (St. Leonard, Shoreditch Baptism Register).

At the age of 13 he was apprenticed to Thomas CHEEK, presumably as a plasterer. He seems to have been registered first as Anthony, the name he appears to have preferred, and six months later as Arthur Anthony:

LOVELACE Anthony, son of William, Hoxton, Shoreditch, Middlesex, to Thomas CHEEK 6 Jul 1773 – Plasterers' Company.

LOVELACE Arthur Anthony son of William, Hoxton, Shoreditch, Middlesex, watchmaker, to Thomas CHEEK 4 Jan 1774 – Plasterers' Company. (London City Apprenticeship Abstracts).

Anthony married at St. Andrew, Holborn in 1783 Sarah ROBBINS.

Sarah was born in 17..

Despite the trade of his apprenticeship, Anthony was recorded in Trade Directories thus:

WAKEFIELD's Merchant and Tradesman's General Directory for London (1790) listed him as Arthur Anthony LOVELACE, Glass Cutter, Earthenware/glass, Hanway Street, Oxford St., London.

HOLDEN's London Directory (1790) listed him as a Painter/Glazier, Hanway Yard, Oxford St.

At Midsummer 1786 Anthony entered into an arrangement to take a 31 year lease of 33 dilapidated houses in Hanway Street, Petty's Court and John's Court off Oxford Street. He intended to renovate these and then sublet or sell them at a profit. To provide the capital for this, Anthony sought the assistance of James Stuart TULK, merchant of Newington Butts and Leicester Fields, who had been in partnership with John LOVELACE of Malaga. James Stuart TULK joined Anthony in the project on a joint venture basis and advanced money for both this particular project and Anthony's other building business in his own right.

On 22 May 1790 Anthony mortgaged many properties to secure the repayment of £2,676, which he owed James Stuart TULK at that time. This was by no means all the money TULK advanced. The total expenditure on the 33 houses exceeded £4,800, which was unfortunately about two hundred pounds more than the properties were valued at, on completion of the work. It was therefore agreed to divide the properties between the joint venturers with TULK taking houses worth £2,260 in part satisfaction of the money he was owed and Anthony took properties worth £2,360.

As long as TULK was supporting him, Anthony's business was able to continue trading but James Stuart TULK died on 10th August 1791. In his Will he referred to Anthony as his particular friend and left him a legacy of £100, adding "*and if he should at the time of my decease owe me more than the amount of this Legacy on account current, that is to say for which he has not given me any security by Mortgage or Assignment of a Lease or Leases, I direct my Executors not to call on him for it for five years and then to receive from him the Principal without any Interest.*"

Anthony did not always attend to the administrative and legal side of the business as promptly as he might have done, concentrating instead on the physical aspect of building. For his part, James Stuart

TULK trusted Anthony, was very relaxed in his dealings with him, not pressing for repayment of loans or interest, when times were difficult, granting him concessions and generally being willing to advance more money when required. TULK's death changed things, at a time when the economic climate was also deteriorating. Love Stuart TULK, James' sister, was appointed administratrix of her brother's estate and demanded that Anthony account for everything that was owing by him to TULK's estate. Love appeared to treat Anthony with the deepest suspicion, challenging the figures and bills that were produced and gave him a very hard time. In February 1793 she filed a Bill of Complaint against Anthony, to which he filed Answers in May 1793, as the following documents show:

11 February 1793. Winter.

To the Right Honourable Alexander Lord LOUGHBOROUGH, Baron of Loughborough in the county of Leicester, Lord High Chancellor of Great Britain;

Humbly complaining, sheweth unto your Lordship, your Oratrix **Love Stuart TULK** of Castle Yard, Holborn in the County of Middlesex, Spinster, Administratrix, with the will annexed, of the Estate and Effects of James Stuart TULK, late of Leicester Fields, in the said county of Middlesex, Esquire, deceased;

That, before and in the Month of June one thousand seven hundred and eighty seven, Arthur Anthony LOVELACE of Hanway Street, in the Parish of Saint Mary le bone, in the County of Middlesex, Painter and Glazier, (The Defendant hereinafter named) was considerably indebted to the said James Stuart TULK and he therefore signed a certain Agreement or undertaking in writing, which is in the words and Figures, or to the effect following (that is to say):

"I do hereby agree to Mortgage to James Stuart TULK, Esquire, the Lease of the premises partly tenanted and partly let by me in Oxford Street and to Mortgage to him the House I am building near Blackfryers Road and Execute Deeds to that purpose and hereby deliver him the Lease of the Premises in Oxford Street and that I will, as soon as executed, deliver him the Lease of the House building near the Black Fryar's Road, together as security for the money I owe him and that he may advance to me and I authorize him to receive the Rents, if he shall think proper so to do, until he is paid his demand, by sale or otherwise, whose demand I agree, by Sale or otherwise, to pay within two years, or he to be at liberty to sell the same for that purpose.

26 June 1787. **A.A. LOVELACE.**"

And your Oratrix further Sheweth, that in the year one thousand seven hundred and eighty eight, in consequence of an advertisement, pursuant to a Decree made in a certain cause intituled ALTHAM v HERON, for letting certain Houses on repairing Leases, the said Arthur Anthony LOVELACE proposed to the said James Stuart TULK to enter into a joint concern with him, for taking such Leases, alle(d)ging that the same would be an advantageous undertaking and the said James Stuart TULK, having great confidence in the said Arthur Anthony LOVELACE, consented to become so jointly concerned with him and the said Arthur Anthony LOVELACE thereupon laid certain proposals before the Master, to whom the said Cause stood referred in this Honorable Court, for taking such Leases, and which said proposals were so made in the name of the said Arthur Anthony LOVELACE only, though on the joint account of him the said James Stuart TULK and he thereby proposed to take a Lease of the said Houses, being Thirty three in number and situate in Hanway Street, Petty's Court and John's Court, in the parishes of Saint Mary le bone and Saint Pancras, in the county of Middlesex, for a term of Thirty one years, to commence from Midsummer one thousand seven hundred and eighty eight, at the rent of a pepper corn for the first half year and afterwards at several yearly rents for the said several Houses, amounting in the whole to the yearly Rent of one hundred and eighty two pounds and to lay out the sum of one thousand nine hundred and seventy six pounds in the repairs of the said Houses (as by a Copy of such Proposals now in the custody or power of the said Arthur Anthony LOVELACE, if produced, would appear). And, the said Proposal having been approved of by the said Master and properly reported to, and confirmed by, this Court, the possession of all the said Houses was accordingly delivered to the said Arthur Anthony LOVELACE, and divers repairs were done by him, and by his order, in and about the said houses, and the same were all afterwards let by him to different tenants, at certain yearly rents;

and your Oratrix further Sheweth that the said James Stuart TULK from time to time advanced divers sums of Money to the said Arthur Anthony LOVELACE or to his order, on account of the Repairs of the said premises and also various Sums of Money for the said Arthur Anthony LOVELACE's own use, by means of whereof, the said Arthur Anthony LOVELACE was on the Twenty second day of May one thousand seven hundred and ninety indebted to the said James Stuart TULK in the sum of Two thousand six hundred and seventy six pounds fourteen shillings and six pence on his own account and was also then accountable to the said James Stuart TULK for the sum of one thousand five hundred and nine pounds thirteen shillings and one penny, advanced by him on account of the said repairs and, in order to secure the repayment of the said sum of two thousand six hundred and seventy six pounds fourteen shillings and six pence with Interest and also to secure the repayment of so much of the said Sum of one thousand five hundred and nine pounds thirteen shillings and one penny, as should thereafter appear to be more than the said James Stuart TULK's moiety of the said Repairs with Interest, By a certain Indenture, bearing date the said twenty second day of May, and made between the said Arthur Anthony LOVELACE of the one part and the said James Stuart TULK of the other part, after reciting that the said Arthur Anthony LOVELACE and James Stuart TULK had agreed to be jointly concerned in taking part of a Leasehold Estate, situate in or near Hanway Yard on a repairing Lease and that, in consequence of such agreement, the said Arthur Anthony LOVELACE had in his own name made such proposal as aforesaid, for taking such Lease of the several Messuages or tenements, therein particularly described, and that the said

proposals had been duly accepted and approved of and confirmed by an order of this Court, and also reciting that the said Arthur Anthony LOVELACE was interested in or intitled to certain other Leasehold premises, in manner therein particularly mentioned and, amongst others, to the premises mentioned in the agreement hereinbefore first mentioned, and that the said Arthur Anthony LOVELACE, in performance of the said proposals, had proceeded in repairing the said premises, and that the said James Stuart TULK had paid to the said Arthur Anthony LOVELACE, towards such Repairs, several sums of money, amounting in the whole to the sum of one thousand five hundred and nine pounds thirteen shillings and one penny, and which had exceeded his Moiety of the charges and Expences, then already disbursed in and about such repairs but, the exact sum so over paid could not be ascertained, as the said Arthur Anthony LOVELACE had not been able to render any account to the said James Stuart TULK of the Money so laid out by him in repairs, and that the said James Stuart TULK had sent unto the said Arthur Anthony LOVELACE other sums of Money on his own Private account, amounting in the whole, with Interest for the same, to the Sum of Two thousand six hundred and seventy six pounds fourteen shillings and six pence.

It was thereby witnessed that, for the better securing to the said James Stuart TULK, as well the repayment of such sum or sums of Money as should be owing to him by the said Arthur Anthony LOVELACE, upon the settling of such account concerning the repairs of the said Premises, so to be granted on the said joint account, as also the said sum of Two thousand six hundred and seventy six pounds fourteen shillings and six pence, together with Interest for the said several Sums of Money, at the rate of Five Pounds per cent per annum, payable in manner therein mentioned, He, the said Arthur Anthony LOVELACE thereby assigned and set over, unto the said James Stuart TULK, **All** that the undivided Moiety or half part of him, the said Arthur Anthony LOVELACE and all his Estate and Interest in the said proposals and Agreements daily [*duly*] confirmed as aforesaid, bearing date the seventeenth day of June one thousand seven hundred and eighty eight, therein before recited, and made on the joint account of himself and the said James Stuart TULK, for a Lease of the several Messuages, Tenements and Premises therein mentioned and also all his, the said Arthur Anthony LOVELACE's Estate, right, interest and benefit in, and to, certain other proposals or agreements therein mentioned and unto the several Messuages or Tenements and Premises, with the appurtenances in the above mentioned proposals or agreements respectively mentioned and therein described and of, and into, the Leases about to be granted thereof, in pursuance of the said proposals and agreements respectively, as therein mentioned, **To hold** the same unto the said James Stuart TULK, his Executors, Administrators and Assigns, to and for his and their own use and benefit, subject nevertheless to the proviso for redemption therein contained and hereinafter mentioned.

And it was further witnessed that, for the consideration therein mentioned, the said Arthur Anthony LOVELACE thereby assigned unto the said James Stuart TULK certain other Leasehold Estates and premises therein mentioned, with a proviso therein contained that, if the said Arthur Anthony LOVELACE should pay, or cause to be paid, unto the said James Stuart TULK, his Executors, Administrators and Assigns on or before the Twenty second day of May one thousand seven hundred and ninety seven, as well all such Sum and Sums of Money, as upon the taking and settling the account between the said Arthur Anthony LOVELACE and James Stuart TULK, their Executors, Administrators or Assigns, touching the Costs, Charges and Expences of the repairs of the several premises contained in the first mentioned Proposals, should be found to be the balance due and owing unto the said James Stuart TULK, his Executors, Administrators and Assigns, he having then already advanced the sum of one thousand five hundred and nine pounds thirteen shillings and one penny on account thereof, together with Interest for such Balance or sum of Money from the time the same ought to bear Interest at and after the rate of five pounds per Cent per Annum, payable half yearly, as also the said sum of Two thousand six hundred and seventy six pounds fourteen shillings and six pence, together with Interest for the same, at and after the rate aforesaid, and to be paid and payable by even and equal half yearly Payments, the first half yearly payment of the said Interest thereof to begin and be made on the Twenty second day of November next ensuing the date of the said Indenture, then the said Indenture should be void. And the said Arthur Anthony LOVELACE thereby covenanted and agreed with the said James Stuart TULK, his Executors, Adm'ors and Assigns, that he, the said Arthur Anthony LOVELACE, would, when and as soon as the repairs of the said several Messuages or Tenements and Premises mentioned in the said Proposals, so made on the joint account as therein mentioned, were completed, render and give unto the said James Stuart TULK, his Executors, Administrators or Assigns (on Oath if required) a true and just account of the Particulars of the amount of such charges and expences attending the same, for the better and more clearly ascertaining the amount of the Monies expended and the liquidation of the balance between them the said Arthur Anthony LOVELACE and James Stuart TULK, on account thereof, and also that the said Arthur Anthony LOVELACE would with all possible expedition [*sic*] finish and compleat, or cause to be finished and completed, the repairs so begun by him, to the said several Messuages or Tenements and Premises therein mentioned, and also would use his utmost endeavours to obtain from the Trustees of Thomas HANWAY deceased, as well the said Lease of the said several Messuages or Tenements and Premises mentioned and contained in the first recited Proposals and agreements, made on the joint account as therein mentioned, as also of the said other Premises mentioned in the said other proposals or agreements, so made and entered into by him, the said Arthur Anthony LOVELACE, on his separate account as therein mentioned, and also that the said Arthur Anthony LOVELACE, upon such Leases being granted as aforesaid, would, by such conveyances and Assurances in the Law, as should or might be proposed or tend' red to him for that purpose by the Counsel or Attorney for the said James Stuart TULK, his Executors, Administrators and Assigns, well and sufficiently convey and assign all his Estate, right, interest, term of years then to come and unexpired property claim and demand therein and thereto respectively, unto the said James Stuart TULK, his Executors, Administrators and Assigns, upon the trusts and conditions therein mentioned and that, if default should happen to be made in payment of the said several sums of Money or any part thereof or the Interest for the same

respectively, at the rate and in manner and at the time therein limit(t)ed for payment thereof respectively, that then and in such case, it should be lawful for the said James Stuart TULK, his Executors, Adm'ors or Assigns or any of them, into all and singular the Premises, mentioned in the said several and respective proposals or agreements, and also into all and singular other the Premises, mentioned in the said several recited Indentures of Lease and Agreements and Proposals for Leases thereby assigned, to enter upon the same respectively and from thenceforth for and during all the remainder of the several and respective Terms of Years then already granted, or to be thereafter granted, of the said several Premises mentioned in the said several proposals or agreements for Leases, in pursuance thereof, which should then be to come and unexpired, peaceably to hold, possess and enjoy the rents, Issues and profits thereof respectively, to his and their own proper use and benefit and that, if default should be made in payment of the said several Sums of Money and Interest for the same respectively, at the respective times or in manner therein mentioned, He, the said Arthur Anthony LOVELACE, his Executors or Adm'ors and all other persons having any Estate or Interest in the said premises or any part thereof, would at any time after default of payment, so made upon the reasonable request and at the costs and charges in the Law, of him, the said Arthur Anthony LOVELACE, his Executors and Administrators, make, do and execute, or cause to be made, done and executed, all such further and other lawful and reasonable acts and things for the more absolute assigning and assuring of the said premises therein mentioned, with their appurtenances, unto the said James Stuart TULK, his Executors, Adm'ors and Assigns, for all the residue of the several terms of years, which should be then to come and unexpired, as by the said James Stuart TULK, his Executors, Adm'ors or Assigns, should be required, as by the said Indenture, to which your Oratrix craves leave to refer, when produced, will appear.

And your Oratrix further sheweth that, after the Execution of the said Indenture of Mortgage, the said James Stuart TULK at the instance of the said Arthur Anthony LOVELACE, advanced him some further sums of Money on account of the repairs of the said Leasehold Premises, to the Amount of one hundred and twenty two Pounds fifteen shillings and seven pence half penny, so that the whole of the Money so advanced by him for such repairs, amounted to one thousand six hundred and thirty two pounds eight shillings and eight pence half penny, the whole of which remained unaccounted for by the said Arthur Anthony LOVELACE at the time of the said James Stuart TULK's death.

And your Oratrix further Sheweth, that no Lease of the said Houses and Premises hath as yet been granted, in pursuance of the said Proposals, so that neither the said Arthur Anthony LOVELACE nor the said James Stuart TULK, hath as yet had the Legal Estate therein; But in the course of the year one thousand seven hundred and ninety, it was agreed between the said James Stuart TULK and the said Arthur Anthony LOVELACE, that a division should be made between them, of all the said Leasehold houses and premises, in which they had agreed to be jointly concerned, as aforesaid and, thereupon, for the purpose of making a proper Division thereof between them, they employed Mr Robert GOLDEN, an Eminent Surveyor, to make a Survey and Valuation of all the said Leasehold Premises, and he accordingly made such survey and valuation, and also made a division of all the said premises into two parts and He, on the Sixteenth day of December one thousand seven hundred and ninety, made and signed a statement in writing of such Survey and valuation and Division in two parts, one of which was entitled a Rental and Particulars and also a valuation of an Estate situate in Hanway Street and Petty's Court and John's Court in the Parishes of Saint Mary le bone and Saint Pancras, held under Lease for a term of years, granted by the Court of Chancery to Mr Arthur Anthony LOVELACE and in which certain parts of the said premises were described and were valued altogether at the sum of Two thousand three hundred and fifty nine pounds nineteen shillings and three farthings and the other, of which said statement(s) in writing was intitled a Rental and Particulars and also a valuation of an Estate in Hanway Street and Petty's Court and John's Court in the Parishes of Saint Mary le bone and Saint Pancras, held under Lease for a term of Years, granted by the Court of Chancery to James Stuart TULK Esquire and in which the other parts of the said Premises were described and were valued altogether at the sum of Two thousand two hundred and Sixty Pounds two shillings and five pence three farthings and in the said first mentioned valuation was written "Value of Mr TULK's part £2,260.2.5¾, of Mr LOVELACE's part £2,359.19.0¾, difference to be paid by Mr LOVELACE £99.16.7" and in the said other valuation was written "value of Mr LOVELACE's part £2,359.19.0¾, value of Mr TULK's part £2,260.2.5¾, difference to be received by Mr TULK £99.16.7", and the said James Stuart TULK and the said Arthur Anthony LOVELACE assented to such valuations and divisions and the said James Stuart TULK signed a certain Memorandum at the foot of the said first mentioned valuation, which was in the words following (that is to say): "We hereby agree to the valuation and Division of Hanway Yard Estate, Petty's Court and John's Court, by Robert GOLDEN, Surveyor, between James Stuart TULK and Arthur Anthony LOVELACE, and I hereby acknowledge the above to be Arthur Anthony LOVELACE's Moiety, as attested by said Robert GOLDEN - James Stuart TULK" and the said Arthur Anthony LOVELACE signed a certain Memorandum at the foot of the other valuation, which was in the words following (that is to say): "We hereby agree to the valuation and Division of Hanway Yard Estate, Petty's Court and John's Court, by Robert GOLDEN, Surveyor, between James Stuart TULK and Arthur Anthony LOVELACE, and I hereby acknowledge the above to be James Stuart TULK's Moiety, as allotted by said Robert GOLDEN - Arthur Anthony LOVELACE" and both the said James Stuart TULK and Arthur Anthony LOVELACE signed both the said valuations and agreements at the foot thereof, as by the said Paper writings, one part whereof respectively is in the custody or power of the said Arthur Anthony LOVELACE, when produced will appear.

And your Oratrix further sheweth that from the time of making and signing the said Valuations as aforesaid, The said James Stuart TULK and Arthur Anthony LOVELACE respectively were, and continued to be, in the possession and receipt of the rents and profits of their respective Moieties of the said Leasehold Premises as ascertained by the said valuations, although, before that time The said Arthur Anthony LOVELACE alone had

received all the rents and profits, which had accrued in respect of the said premises. But the said Arthur Anthony LOVELACE never paid any sum of Money to the said James Stuart TULK, in order to make up to him the difference in value of the said Allotments.

And your Oratrix further Sheweth that the said James Stuart TULK departed this life in the Month of August one thousand seven hundred and ninety one, having first duly made and published his last Will and Testament in writing and thereby appointed certain persons Executors thereof, who have since duly renounced the probate of the said Will, whereupon Administration of the said Testator's Estate and Effects, with the said Will annexed, was duly granted to your Oratrix by the Prerogative Court of the Province of Canterbury, as by the said Letters of Administration, to which your Oratrix craves leave to refer, when produced, will appear.

And your Oratrix further sheweth that, at the time of the said Testator's death, the said Arthur Anthony LOVELACE was indebted to him in the whole of the said Principal Sum of Two thousand six hundred and seventy six pounds fourteen shillings and six pence, with all interest for the same, from the time of the date of the said Indenture of Mortgage and he was also indebted to the said Testator in a considerable Sum of money, for the balance of the said Monies advanced to him by the said Testator for the repairs of the said Leasehold Premises, inasmuch as the same exceeded a Moiety of the Money, which had been in fact disbursed by the said Arthur Anthony LOVELACE, in respect of such repairs.

And your Oratrix, since the said Testator's death, hath caused frequent applications to be made to the said Arthur Anthony LOVELACE, to state to her a true account of the whole monies expended and disbursed by him for the said repairs and to ascertain the Moiety thereof, for which the Estate of the said James Stuart TULK is answerable, in order that the same may be deducted from the said Monies advanced on that account by the said James Stuart TULK and that the Interest payable to your Oratrix, in respect of the balance, may be ascertained.

And your Oratrix hath also caused application to be made to the said Arthur Anthony LOVELACE, for payment of the Interest owing upon the said Sum of Two thousand six hundred and seventy six pounds fourteen shillings and six pence, and your Oratrix hoped that such applications would have been complied with, as in Justice and Equity they ought to have been.

But now, so it is, May it please your Lordship, that the said Arthur Anthony LOVELACE, combining and confederating with divers persons at present unknown to your Oratrix, whose names, when discovered, your Oratrix prays may be inserted herein with apt words, to charge them as parties Defendants and contriving how to wrong and injure your Oratrix in the premises; he hath absolutely refused to comply with such applications and he never stated to the said James Stuart TULK in his lifetime, nor hath at any time stated to your Oratrix a true account of all sums of Money disbursed and expended in and about the costs, charges and Expences of the Repairs of all the said Leasehold Premises, in which the said James Stuart TULK and the said Defendant Arthur Anthony LOVELACE agreed to be jointly concerned as aforesaid, and the said Defendant hath lately caused an Account to be delivered to your Oratrix, which relates only to the repairs of those Houses and Premises, which, on the occasion of the aforesaid valuation and division, were allotted to, and taken by, the said James Stuart TULK as aforesaid and insists that your Oratrix is liable to answer all those repairs and that he, the said Defendant, is liable only to answer the repairs of those Houses and Premises, which were allotted to, and taken by, him on the occasion aforesaid, whereas your Oratrix charges that the said Defendant and the Estate of the said James Stuart TULK are jointly liable to answer the whole of the Repairs of all the said Houses and Premises and that one Moiety thereof ought to be answered and paid by the said Defendant and the other Moiety thereof ought to be answered out of the Estate of the said James Stuart TULK and that there never was any Agreement between the said James Stuart TULK and the said Defendant for the purpose of making either of them liable to pay for the whole of the repairs of such of the said Houses and Premises as were allotted to then respectively or of any specified houses, which were parts of the said Leasehold Premises and that no such arrangement or consideration was made or entered into between them on the occasion of their agreeing to make the said Division and that the said valuation and Division had no reference to any such plan or intention. And this the Defendant will sometimes admit but he refuses to set forth his reasons for delivering to your Oratrix the said account of the repairs of the said Houses and Premises, allotted to the said James Stuart TULK only, and for having omitted to state in such account the amount of the repairs of the said Houses allotted to him the said Defendant and he still refuses to state the true amount of the monies expended in and about the repairs of the said houses allotted to him, before the time of such allotment.

And your Oratrix charges that the said account, which has been delivered by the said Defendant as aforesaid, is not a fair and true account of the Costs and Expences of the repairs of the Houses and Premises therein mentioned but that there are many Overcharges and false charges in the said account and that the said account is not properly and regularly made out from any books or book of account kept, respecting the said repairs or supported in all or any of the particulars by proper vouchers but hath been made out and stated in some loose and irregular manner and merely from some pretended survey and the said Defendant refused to set forth when and by whom and in what manner and from what Documents the said account was stated and he also refused to set forth a list and description of all books, bills, receipts and other papers and writings, which are now in his custody or power, relating to the said Repairs and the Expences and Accounts thereof and the said Defendant also refuses to set forth an account of all sums of Money, which were paid by the said James Stuart TULK to him, the said Defendant, or by his order, or at his request, or otherwise on account of the said Repairs and the times when, and the names of the persons, to whom all such Payments were made.

And the said Defendant alle(d)ges that a considerable Sum of Money will be justly owing to him from your Oratrix, on the fair settlement of all accounts, respecting the Repairs of the said Houses and Premises and the Monies advanced on account thereof by the said James Stuart TULK altho' your Oratrix is only answerable for a Moiety of the amount of such Repairs, and the said Defendant alle(d)ges that the whole of the said Repairs

amounted to many thousand pounds, altho' by the proposal hereinbefore mentioned to have been delivered in by the said Defendant, before the said Master of this Court, it was proposed to lay out the sum of One thousand nine hundred and seventy six pounds and not any larger sum in the Repairs of all the said Houses.

And your Oratrix charges that, in such proposals, particular sums are stated as proposed to be laid out in repairing the several particular Houses respectively, which were to be included in the said Lease and that, before such proposals were made, the said defendant had made surveys of all the said houses and Estimates of the Repairs thereof. And the said James Stuart TULK was informed of the particulars of the said proposals before the same were laid before the said Master, or at least before he agreed to be concerned therein. And he did agree to be concerned with the said Defendant in taking the said Leasehold Premises on the faith of the Estimate of the said Repairs, contained in the said Proposals or of some Estimate or Statement of the Amount thereof, as made by or on the behalf of the said Defendant.

And your Orator [Oratrix] charges that, by reason of the Non payment of the said Interest, which has become due upon the said Mortgage, your Oratrix hath become intitled, according to the Terms of the said Mortgage Deed, to the Possession of all the said Mortgaged Premises, but your Oratrix is unable to proceed for the Recovery thereof at Law, inasmuch as no Lease of the said Premises, in which the said James Stuart TULK and the said defendant agreed to be jointly concerned, as aforesaid, hath as yet been procured by, or granted to, the said Defendant, according to the said proposals, and no Legal Estate therein was conveyed or Assigned by him to the said James Stuart TULK and certain other parts of the said Mortgaged Premises are also in the same Situation, the said Defendant holding the same by virtue of some Agreement but without any Lease thereof. And the said defendant ought therefore to take proper Measures for having such Lease or Leases granted and for having the Legal Estate in the said premises vested in your Oratrix, as the Personal Representative of the said James Stuart TULK, and a proper person ought in the meantime to be appointed by this Honorable Court to receive the Rents and Profits of the said Mortgaged Premises in order that the same may be secured, to answer your Oratrix's said Mortgage Debt but, the said Defendant refuses to take, or concur in, any such Measures and he also makes some Objection to your Oratrix's having a Lease granted to her of the said Houses and premises, which were allotted to, and taken by, the said James Stuart TULK as aforesaid. All which Ailings, Pretences and Refusals of the said Defendant are contrary to Equity and good Conscience and lead to the manifest Wrong and Injury of your Oratrix. In consideration whereof, and for as much as, your Oratrix is remediless in the Premises at the Common Law and cannot have Relief therein, but by the aid of a Court of Equity, where matters of this Nature are properly cognisable and relievable. To the End therefore, that the said Defendant Arthur Anthony LOVELACE and his Confederates, when discovered, may upon their several and respective Corporal Oaths, full, true, perfect and distinct answer make to all the Matters aforesaid, to the best and utmost of their respective Knowledges, Remembrances, Informations and Beliefs, and that as fully as if the same were here repeated and they thereunto severally and distinctly interrogated; and **more Especially that the said Arthur Anthony LOVELACE may answer and set forth in manner aforesaid:**

whether he was not before, and in the Month of June One thousand seven hundred and Eighty seven or at some and what other time, considerably indebted to the said James Stuart TULK.

And **whether** he did not then, or at some and what other time, sign such Agreement or Undertaking in writing, in such words and figures or to such Effect as hereinbefore in that behalf set forth, or some and what Agreement or Undertaking to some such, or some other, and what Effect.

And **whether** the said Arthur Anthony LOVELACE did not in the Year One thousand seven hundred and Eighty Eight or at some and what time, in Consequence of an advertisement, pursuant to a Decree in, and in such, Cause as hereinbefore mentioned, for Letting Houses on repairing Leases or otherwise, proposed to the said James Stuart TULK to enter into a Joint Concern with him, for taking such Leases as aforesaid, or to have some and what concern therein.

And **whether** he did not alle(d)ge that the same would be an advantageous undertaking.

And **whether** the said James Stuart TULK did not therefore, and for the Reason hereinbefore in that behalf mentioned, or for some and what reason and in what manner, consent to become so jointly concerned with him.

And **whether** the said Arthur Anthony LOVELACE did not thereupon, or otherwise, lay some and what proposals before the Master, to whom the said Cause stood referred in this Honorable Court, for taking such Leases.

And **whether** the said proposals were not so made in the Name of the said Arthur Anthony LOVELACE only.

And **whether** such proposals were not so made on the Joint Account of him and the said James Stuart TULK or how otherwise.

And **whether** such proposals were not to such purpore and Effect, as hereinbefore in that behalf mentioned and set forth so far as the same are set forth, or to some such or some other and what Effect.

And **whether** the said Defendant hath not in his Custody or Power a Copy of such proposals.

And **whether** the said proposals were not approved of by the said Master and properly reported to, and Confirmed by, this Court.

And **whether** the possession of all the said Houses was not accordingly delivered to the said Arthur Anthony LOVELACE.

And **whether** divers Repairs, were not done by him and by his orders, in and about the said Houses.

And **whether** the same were not all, or most of them, afterwards let by him to different Tenants.

And **whether** the said James Stuart TULK did not from time to time advance some, and what, sums of Money to the said Arthur Anthony LOVELACE or to his order, on account of the repairs of the said Premises, and also some and what sums of Money for the said Arthur Anthony LOVELACE's own Use.

And **whether** the said Arthur Anthony LOVELACE was not, by the Means aforesaid or otherwise, and how, on the twenty second day of May One thousands seven hundred and ninety, or about that, or some and what other time indebted to the said James Stuart TULK in the Sum of Two thousand Six hundred and Seventy Six pounds fourteen Shillings and Six pence, or in some such, or some other and what Sum of Money on his own Account.

And **whether** he was not also then, or at some and what other time, accountable to the said James Stuart TULK for the Sum of One thousand five hundred and nine pounds thirteen Shillings and one penny, or some such, or some other, and what Sum of Money advanced by him on Account of the said Repairs.

And **whether** such Indenture, as hereinbefore mentioned, to bear date the said twenty second day of May, were not for the Purposes, hereinbefore in that behalf mentioned, or for some such, or some and what other Purpose duly made and executed by and between the said Arthur Anthony LOVELACE and James Stuart TULK, to such purport and Effect, as hereinbefore mentioned and set forth, so far as the same is set forth, or to some such, or some other and what Effect.

And **whether** the said James Stuart TULK did not, after the Execution of the said Indenture of Mortgage and at the instance of the said Arthur Anthony LOVELACE or otherwise, advance him some and what further Sums of Money on account of the Repairs of the said Leasehold Premises, or on some and what other account, to the amount of One hundred and seventy two pounds fifteen shillings and seven pence halfpenny, or to some such, or some other, and what amount.

And **whether** the whole of the Money so advanced by the said James Stuart TULK for such Repairs, did not amount to One thousand six hundred and thirty two pounds eight shillings and eight pence halfpenny, or to some such, or some other, and what Sum of Money.

And **whether** the whole thereof did not remain unaccounted for by the said Arthur Anthony LOVELACE, at the time of the said James Stuart TULK's death, or when, and in what manner did he ever account for the same, or any, and what part thereof.

And **whether** any Lease of the said Houses and Premises hath as yet been granted, in pursuance of the said proposals.

And **whether** the said Arthur Anthony LOVELACE and James Stuart TULK, or either and which of them, have or hath as yet had the Legal Estate therein.

And **whether** it was not in the Year One thousand seven hundred and ninety, or at some, and what other time, agreed between the said James Stuart TULK and Arthur Anthony LOVELACE, that a division should be made between them, of all the said Leasehold Houses and premises in which they had agreed to be jointly concerned as aforesaid.

And **whether** they did not, for the purpose of making a proper division thereof between them, or for some such, or some and what other purpose, employ Mr Robert GOLDEN, an Eminent Surveyor, to make a Survey and Valuation of all the said Leasehold Premises.

And **whether** he did not, accordingly make such Survey and Valuation, and also a division of all the said premises into two parts, or how otherwise.

And whether he did not at or about the time, hereinbefore in that behalf mentioned, or at some and what other time, make and sign a Statement in Writing of such Survey and Valuation and division in two parts.

And **whether** one part thereof was not intitled a Rental and Particulars and also a Valuation of an Estate situate in Hanway Street and Pettit's [*Petty's*] Court and John's Court, in the parishes of Saint Mary le bon[e] and Saint Pancras, held under Lease for a Term of Years, granted by the Court of Chancery to Mr Arthur Anthony LOVELACE, or how otherwise.

And **whether** some, and what parts of the said premises were not therein described.

And **whether** the same were not valued altogether at the Sum of two thousand three hundred and fifty nine pounds nineteen shillings and three farthings, or at some such, or some other and what Sum of Money.

And **whether** the other of the said Statements in Writing was not intitled as hereinbefore in that behalf set forth or how otherwise.

And **whether** the other parts of the said premises were not therein described.

And **whether** the same were not valued altogether at the Sum of Two thousand Two hundred and sixty pounds two shillings and five pence three farthings, or at some such, or some other and what Sum of Money.

And **whether** there were not written in the said first mentioned Valuation such words and figures, as hereinbefore in that behalf set forth, or some words and figures to the same, or some such, or some other and what Effect.

And **whether** there was not written in the said other Valuation such words and figures, as hereinbefore in that behalf set forth, or some and what words and figures to the same, or some such, or some other, and what Effect.

And **whether** the said James Stuart TULK and the said Arthur Anthony LOVELACE did not assent to such valuations and divisions.

And **whether** the said James Stuart TULK did not sign a Memorandum at the foot of the said first mentioned Valuation, in such words, or to such Effect, as hereinbefore in that behalf set forth, or to some such, or some other and what Effect.

And **whether** the said Arthur Anthony LOVELACE did not sign a Memorandum at the foot of the said other Valuation, in such words, or to such Effect, as hereinbefore in that behalf set forth, or to some such, or some other and what Effect.

And **whether** one part of such Paper Writings respectively is not now in the Custody or Power of the said Arthur Anthony LOVELACE, or what is become thereof.

And **whether** the said James Stuart TULK and Arthur Anthony LOVELACE respectively were not, and did not continue to be, from the time of making and signing the said Valuations as aforesaid, or from some and what

time, in the Possession and Receipt of the Rents and Profits of their respective Moieties of the said Leasehold Premises, as ascertained by the said Valuations, or how otherwise.

And **whether** the said Arthur Anthony LOVELACE, alone, had not, before that time or for some and what length of time, received all the Rents and Profits, which had accrued in respect of the said Premises.

And **whether** the said Arthur Anthony LOVELACE ever, and when, paid any and what Sum of Money to the said James Stuart TULK, in order to make up to him the difference in Value of the said allotments.

And **whether** the said James Stuart TULK did not depart this Life, at or about the time hereinbefore in that behalf mentioned, or when else he died.

And **whether** he did not, in his lifetime, duly make and publish his last Will and Testament in Writing, and thereby appoint Executors thereof.

And **whether** such Executors have not since duly renounced the probate of the said Will.

And **whether** the Administration of the said Testator's Estate and Effects, with the said Will annexed, was not thereupon duly granted to your Oratrix by the Prerogative Court of the Province of Canterbury.

And **whether** the said Arthur Anthony LOVELACE was not, at the time of the said Testator's death, indebted to him in the whole of the said Principal Sum of two thousand six hundred and seventy six pounds fourteen shillings and six pence, or in some such, or some and what other principal Sum, with all Interest for the same from the time of the date of the said Indenture of Mortgage, or from some and what time.

And **whether** he was not also indebted to the said Testator in a considerable or some, and what Sum of Money, for the Bal(l)ance of the said Monies advanced to him by the said Testator, for the Repairs of the said Leasehold Premises.

And **whether** the Monies so advanced did not exceed a Moiety of the Money, which had been disbursed by the said Arthur Anthony LOVELACE, in respect of such Repairs.

And **whether** your Oratrix hath not, since the Testator's death, caused such Applications to be made to the said Arthur Anthony LOVELACE, as hereinbefore mentioned, or some such, or some other and what Applications or Application, respecting the Matters aforesaid.

And **whether** he hath not absolutely refused to comply with such Applications and why he hath so refused.

And that the said Arthur Anthony LOVELACE may answer and set forth in manner aforesaid, **whether** he ever, and when, stated to the said James Stuart TULK in his Life time, or to your Oratrix since his death, a true Account of all Sums of Money, disbursed and expended in and about the Costs, Charges and Expences of the Repairs of all the said Leasehold Premises, in which the said James Stuart TULK and the said Defendant Arthur Anthony LOVELACE agreed to be Jointly Concerned as aforesaid.

And **whether** the said Defendant hath not lately caused an Account to be delivered to your Oratrix, which relates only to the Repairs of those Houses and Premises, which, on the Occasion of the aforesaid Valuation and division, were allotted to, and taken by the said James Stuart TULK as aforesaid, or how otherwise.

And **whether** he doth not insist or pretend that your Oratrix is liable to answer all those Repairs, and that he the said Defendant is liable only to answer the Repairs of those Houses and Premises, which were allotted to, and taken by him on the Occasion aforesaid.

And **whether** the said Defendant and the Estate of the said James Stuart TULK are not jointly liable to answer the whole of the Repairs of all the said Houses and Premises and, if not, why not.

And **whether** one Moiety thereof ought not to be answered and paid by the said Defendant.

And **whether** the other Moiety thereof ought not to be answered out of the Estate of the said James Stuart TULK.

And **whether** there was ever any, and what, Agreement between the said James Stuart TULK and the said Defendant, for the purpose of making either of them liable to pay for the whole of the Repairs of such of the said Houses and Premises as were allotted to them respectively, or of any specific(k) Houses, which were parts of the said Leasehold Premises.

And **whether** any such Arrangement or Consideration was made or entered into, between them, on the Occasion of their agreeing to make the said division.

And **whether** the said Valuation and division had any Reference to any such plan or intention.

And that the said Defendant may set forth his Reasons for delivering to your Oratrix the said Account of the Repairs of the said Houses and Premises, allotted to the said James Stuart TULK only, and for having omitted to State in such Account, the Amount of the Repairs of the said Houses allotted to him, the said Defendant.

And that he may State the true Amount of the Monies Expended in and about the Repairs of the said Houses allotted to him before the time of such Allotment.

And that the said Defendant may set forth whether the said Account, which hath been delivered by him as aforesaid, is a fair and true Account of the Costs and Expences of the Repairs of the Houses and Premises therein mentioned.

And **whether** there are not many, or some, and what over Charges and false Charges in the said Account; and that the said Defendant may specify the Particulars of all such Over Charges and false Charges.

And **whether** the said Account is properly and regularly made out from any, and what, Books or Book of Account kept, respecting the said repairs.

And **whether** the said Account is supported, in all, or any, and which of the Particulars, by proper Vouchers.

And **whether** the same hath not been made out and stated in some loose and irregular manner and merely from some pretended Survey.

And that the said Defendant may set forth when, and by whom, and in what manner, and from what Documents the said Account was stated.

And that he may set forth a List and description of all Books, Bills, Receipts and other Papers and Writings, which are now in his Custody or Power, relating to the said Repairs and the Expences and Amounts thereof.

And that he may produce and leave the same in the hands of his Clerk in Court, for the inspection of your Oratrix, her Solicitor or Agent, with Liberty for them, or any of them, to take Copies thereof or Extracts therefrom, as they shall be advised.

And that the said Defendant may set forth an Account of all Sums of Money, which were paid by the said James Stuart TULK, to him the said Defendant, or by his Order, or at his Request, or otherwise on Account of the said Repairs, and the times when, and the Names of the persons, to whom all such payments were made.

And **whether** a Considerable or any sum of Money will be justly owing to him from your Oratrix, on the fair Settlement of all Accounts respecting the Repairs of the said Houses and Premises, and the Monies advanced on Account thereof by the said James Stuart TULK.

And **whether** your Oratrix is answerable for any more than a Moiety of the Amount of such Repairs.

And **whether** the said Repairs amounted to many thousand pounds, and why were the same made to amount to so much.

And **whether** it was not, by the said Proposal hereinbefore mentioned, to have been delivered in by the said Defendant before the said Master of the Court of Chancery, proposed to lay out the Sum of one thousand nine hundred and seventy six pounds, and not any larger Sum, in the Repairs of all the said Houses.

And **whether** some, and what Particular Sums are not in such Proposals stated as proposed to be laid out in repairing the several Particular Houses respectively, which were to be included in the said Lease, or how otherwise.

And **whether** the said Defendant, or some, and what person, had not made Surveys of all, or some, and which of the said Houses, and Estimates of the Repairs thereof, before such Proposals as aforesaid were made.

And **whether** the said James Stuart TULK was not informed of the Particulars of the said Proposals before the same were laid before the said Master, or at least before he agreed to be concerned therein.

And **whether** the said James Stuart TULK did not agree to be concerned with the said Defendant, in taking the said Leasehold Premises on the faith of the Estimate of the said Repairs ascertained in the said Proposals, or of some and what Estimate or Statement of the Amount thereof, as made by, or on the behalf of the said Defendant, or how otherwise.

And **whether** your Oratrix hath not, by reason of the Non Payment of the said Interest, which has become due upon the said Mortgage, become intitled, according to the Terms of the said Mortgage Deed, to the Possession of all the said Mortgaged Premises.

And **whether** your Oratrix is not unable to proceed for the Recovery thereof at Law for the Reasons hereinbefore in that behalf mentioned.

And **whether** any Lease of the said Premises, in which the said James Stuart TULK and the said Defendant agreed to be jointly concerned as aforesaid, hath as yet been procured by or granted to the said Defendant according to the said Proposals.

And **whether** any Legal Estate therein was ever conveyed or assigned by him to the said James Stuart TULK.

And **whether** some, and what, other parts of the said Mortgaged Premises are not also in the same Situation.

And **whether** the said defendant doth not hold some, and what parts thereof, by virtue of some, and what, Agreement and without any Lease thereof, or how otherwise.

And **whether** the said Defendant ought not therefore to take proper Measures for having such Lease or Leases granted and for having the Legal Estate in the said premises vested in your Oratrix, as the Personal Representative of the said James Stuart TULK and, if not, why not.

And **whether** the said Defendant doth not, and why, refuse to take or concur in any such Measures, as hereinbefore mentioned.

And **whether** he doth not make some, and what, Objection to your Oratrix's having a Lease granted to her, of the said Houses and Premises, which were allotted to and taken by the said James Stuart TULK as aforesaid.

And that an Account may be taken, by and under the direction and decree of this Honorable Court, of all Sums of Money, which were advanced by the said James Stuart TULK to the said Defendant Arthur Anthony LOVELACE, or to his Order, or for his Use, on account of the Repairs of the said Houses and Premises, in which they agreed to be jointly concerned as aforesaid.

And also of all Sums of money, which have been properly disbursed and Expended by the said Arthur Anthony LOVELACE, in and about the Repairs of the said Houses and Premises, down to the time when the said division thereof was made between the said James Stuart TULK and the said Arthur Anthony LOVELACE, as aforesaid.

And that a Moiety, of what shall be coming from such Account of Repairs, may be taken as the Share thereof, which the said James Stuart TULK was liable to answer and pay.

And that such Moiety may be deducted from what shall be coming from the said Account of Monies advanced by the said James Stuart TULK.

And that the Balance or Overplus of such Monies advanced may be ascertained, and declared by this Court to be a charge upon the said Mortgaged Premises, by Virtue of the said Indenture of the twenty second day of May one thousand seven hundred and ninety, and to carry Interest at the Rate of five pounds per Cent per Annum.

And that proper directions may be given for the purpose of ascertaining the time from which such Balance ought to bear Interest.

And that an Account may accordingly be taken of such Interest, and also of the Arrear of Interest, which has accrued due, in respect of the said Sum of Two thousand Six hundred and Sixty Seven Pounds fourteen Shillings and Six pence.

And that the said Defendant Arthur Anthony LOVELACE may be decreed to take proper Measures for the purpose of procuring proper Lease or Leases of the said Houses and Premises, in which he and the said James Stuart TULK agreed to be jointly concerned as aforesaid, to be granted according to the Terms of the aforesaid Proposals.

And that such Lease or Leases may either be granted to your Oratrix, as the Personal Representative of the said James Stuart TULK or may be Assigned by the said Defendant Arthur Anthony LOVELACE to your Oratrix, (that is to say) so far as may concern such parts of the said premises, as have been allotted to the said James Stuart TULK as aforesaid, absolutely; and so far as may concern the said Arthur Anthony LOVELACE's share thereof, on the Conditions Expressed in the said Indenture of Mortgage.

And that the said Defendant may also be decreed to procure a Lease or Leases to be granted of the other premises, comprized in the said Indenture of Mortgage, of which no Lease hath as yet been granted, and to Assign the same to your Oratrix, upon the Condition of the said Mortgage.

And that a proper person may in the mean time be appointed by this Court to receive the Rents and profits of the said Mortgaged Premises, so as not to interfere with the said premises allotted to the said James Stuart TULK, as aforesaid.

And that your Oratrix may have such further or other Relief in the premises, as to your Lordship shall seem meet and this Case may require.

May it please your Lordship, the premises considered, to grant unto your Oratrix, his Majesty's most gracious Writ of Subpoena to be directed to the said Arthur Anthony LOVELACE and the rest of the Confederates, when discovered, thereby commanding them, and any of them, at a certain day, and under a certain pain therein to be committed, personally to be and appear before your Lordship in this Honorable Court, then and there, upon their several and respective Corporal Oaths, full, true and perfect answer make to All and Singular the premises and further, to stand to perform and abide such further Order, direction and decree therein, as to your Lordship shall seem meet.

And your Oratrix shall ever pray etc.

R. STEELE

Sworn at the Public Office in Symond's Inn this Thirteenth day of May 1793 before me. O. LEEDS.

14 May 1793. SEWELL.

The Answer of Arthur Anthony LOVELACE, Defendant, to the Bill of Complaint of Love Stuart TULK, Spinster, Complainant.

This Defendant, now and at all times hereafter saving and reserving to himself all benefit and advantage, which can or may be had or taken, to the many Errors, Uncertainties and other Insufficiencies of, and in, the Complainant's said Bill of Complaint, for answer thereto, or to so much and such parts thereof as he, the said Defendant is advised it is material or necessary for him to make answer unto, answering

Saith he believes and admits it to be true that he, this Defendant was, at or about the time in the said Complainant's Bill mentioned, indebted unto James Stuart TULK Esquire, in the Complainant's Bill named, since deceased, who was a particular Friend of this Defendant, in some considerable Sum of Money, which had been advanced by him to this Defendant at various times, to enable him to extend and improve his concerns, but, what was, or were, the amount or particular of such Debt or Demand, this Defendant cannot now ascertain or set forth the same, having been included in, and blended with, the several Statements and Transactions in the Complainant's Bill or hereinafter mentioned and set forth.

And this Defendant further Saith he believes and admits it to be true that he, this Defendant, did at or about the time in the said Bill mentioned, enter into or subscribe such memorandum or agreement, to make or execute to the said James Stuart TULK, a mortgage of the several Houses or Buildings in the said agreement mentioned, for the money then due or owing to him from this Defendant and which he might thereafter advance to this Defendant, as in the said Complainant's Bill is mentioned and set forth but, which said agreement was afterwards cancelled, as this Defendant believes, at the time of the Execution of the Indenture of the twenty second day of May one thousand seven hundred and ninety, in the said Complainant's Bill and hereinafter mentioned.

And this Defendant further Saith, that, in Consequence of a Letter received by him from William LUSHINGTON Esquire, who, this Defendant believes, was a party or Trustee named in the Cause of ALTHAM against HERON, in the Complainant's Bill mentioned, concerning proposals for this Defendant's taking a repairing Lease of the House in which he there resided, he this Defendant, proposed or offered to take a Lease of such of the other Houses belonging to the same Estate, upon a repairing Lease, as the respective Tenants in possession thereof should refuse to take upon such Leases; and accordingly this Defendant delivered in his proposals in his own Name, before the Master, to whom the said Cause stood referred, or to the said William LUSHINGTON Esquire, for taking one or more Lease or Leases of several Houses, in the said proposal and in the Complainant's Bill mentioned or described, on his own account, for his own separate Use and Benefit, and not for or upon the Joint Account of himself and of the said James Stuart TULK, as in the said Bill is erroneously alle(d)ged and set forth, for such Term of Years and under such Terms and Stipulations (among others), as in the said Bill mentioned, as this Defendant believes.

And this Defendant further Saith, that, after his said proposals had been accepted, he, this Defendant proceeded to set about the repairs of the several Houses and Buildings, therein mentioned or comprized, on which he laid out and expended a very considerable Sum of money, part whereof was advanced to him by the said James Stuart TULK, in Consequence whereof, it was proposed and agreed, that the said repairs should be

carried on and completed by, and on, the Joint Account of the said James Stuart TULK and this Defendant and for their mutual Interest.

But, this Defendant Saith, that no agreement in writing was entered into, or executed by or between him, this Defendant, and the aforesaid William LUSHINGTON, or any other person authorized to grant or execute such Lease or Leases of the said Houses and premises, to the best of this Defendant's recollection or belief. But, this Defendant proceeded upon the said repairs, merely upon the said Proposals or Undertaking of this Defendant, so made and delivered in before the said Master and, in Consequence of the same having been accepted or approved as aforesaid.

And this Defendant Saith, he believes and admits it to be true that, in pursuance of such proposal and agreement as aforesaid, the said James Stuart TULK advanced divers Sums of Money unto this Defendant, for and towards the repairs of the said Leasehold Estate and premises, which were afterwards letten by this Defendant, as soon as could be conveniently done, to various persons, at or under different rents; and also divers other sums of money to this Defendant on his own separate account, as in the said Complainant's Bill mentioned.

And this Defendant Saith, that sometime previous to the date and execution of the said Indenture of the twenty second day of May one thousand seven hundred and ninety, an account was made up and stated by, and between the said James Stuart TULK and this Defendant, of and concerning the Monies then due and owing to him from this Defendant, for and on account of the monies advanced by him to this Defendant for or towards the repairs of the said Leasehold Premises, and of Interest for the same; and also of the Rents received by this Defendant, for the use of the said James Stuart TULK, when there appeared to be due and owing to him from this Defendant, on the foot or Bal(l)ance of that Account, such Sum of two thousand six hundred and seventy six pounds fourteen shillings and six pence, or thereabouts, as in the said Complainant's Bill mentioned.

And this Defendant also admits, and believes it to be true, that he was, at or about the time before mentioned, accountable to the said James Stuart TULK in the further Sum of one thousand five hundred and nine pounds thirteen shillings and one penny, or thereabouts, advanced by him towards the repairs of the said premises, as in the said Bill is also stated but, for greater certainty, with respect to the said Accounts, this Defendant craves leave to refer thereto, when the same shall be respectively produced.

And this Defendant Saith that, at or about the time of making up, or coming to such Statement as aforesaid, he, this Defendant observed to the said James Stuart TULK that it would be unreasonable or unjust to compel this Defendant to pay or allow Interest for such Sums so advanced as aforesaid, unless the said James Stuart TULK did intend, or would agree to allow to this Defendant, measure and value, upon the work done by him in such repairs, inasmuch as he, this Defendant, had himself paid measure and value for a great part of such work, and which the said James Stuart TULK consented to allow to this Defendant accordingly, and thereupon, or in consequence thereof, such Indenture of the twenty second day of May one thousand seven hundred and ninety was entered into and executed by and between this Defendant and the said James Stuart TULK, to such purport or effect as in the Complainant's Bill is mentioned and set forth. And, in which said indenture, it was agreed and provided that he, this Defendant, should not be called upon by the said James Stuart TULK, his Executors or Administrators for payment of such Sum or Sums of money, as should be found to be the Bal(l)ance due to him, for, or on account of, such repairs, or the said sum of two thousand six hundred and seventy six pounds fourteen shillings and six pence, so stated to be due and owing to him, as aforesaid, until the twenty second day of May one thousand seven hundred and ninety seven, being seven years from and after the date and execution of the said Deed. And that this Defendant should not be subject or liable to the payment of Interest for or upon the monies advanced or to be advanced by the said James Stuart TULK on account of the said repairs, until the Bal(l)ance thereof should be finally settled and ascertained, as will evidently appear by the said Indenture, to which this Defendant craves leave to refer, when the same shall be produced.

And this Defendant further Saith, he believes it to be true that, after the Execution of the said Indenture, the said James Stuart TULK did advance unto him some further Sums of money, for or towards the repairs of the said premises, to some such amount as in the Complainant's Bill mentioned, which, together with the sum of Money then already advanced by him, as aforesaid, on the said account of repairs, did amount unto, or make up, such Sum of Money as in the said Bill is also stated, or thereabouts, as this Defendant believes, and which Sum of money remained unaccounted for, or unsettled, at the time of the decease of the said James Stuart TULK, as in the said Bill mentioned, the whole of the said repairs not being then finished and a further Sum of Money being then wanted to enable this Defendant to compleat the same.

And this Defendant further answering, Saith, he admits it to be true that, in the course of the said Year One thousand seven hundred and ninety, It was proposed and agreed, by or between the said James Stuart TULK and this Defendant, that a Division should be made between them of all the said Leasehold Houses and premises, in which they had agreed to be jointly concerned, as aforesaid, and that, thereupon, Mr Robert GOLDEN, Surveyor, in the Bill named, was, at the Instance or recommendation of the said James Stuart TULK, employed to make a Survey and valuation of the said Leasehold Premises. And this Defendant also believes it to be true that the said Robert GOLDEN did accordingly make such Survey and valuation and Division thereof and did make and sign such Statement in two parts, in writing, as in the said Bill is or are mentioned and set forth. And this Defendant also believes it to be true that the said James Stuart TULK and this Defendant did signify their assent to such valuations and Divisions and did sign such memorandum at the foot of the said valuations respectively, to such purport or effect, as in the said Bill are respectively mentioned and set forth, one part of which valuation and memorandum or agreement at the foot thereof, this Defendant admits to be in his Custody or power, the same having been sent to him by the said James Stuart TULK in his Lifetime.

But this Defendant Saith that he afterwards discovered, and hath great reason to apprehend and believe, that such valuation and Division, so made by the said Robert GOLDEN, of the said Houses, was Erroneous and made

to the prejudice of this Defendant, inasmuch as the said Robert GOLDEN estimated and seemed to have judged of the value of the said Houses, by or according to the amount of the rents thereof and not by a Survey made according to Measure and Value, as had been agreed upon, by and between the said James Stuart TULK and this Defendant, previous to or at the time of executing the said Indenture of the twenty second day of May one thousand seven hundred and ninety, in the Bill and hereinbefore mentioned. And inasmuch as the said Robert GOLDEN did, as this Defendant believes, make a Deduction of seven and a half per Cent from the value of each House allotted to each party, by all which, this Defendant will be made to sustain a very considerable loss, in Case such Erroneous Survey shall be allowed to stand or take place.

And this Defendant further Saith, he admits it to be true that no Lease of the said Houses and premises was granted or executed unto him in the Lifetime of the said James Stuart TULK, or at any time since, for the reason hereinafter mentioned.

And this Defendant Saith, he believes and admits it to be true that the said James Stuart TULK departed this Life at or about the time in the Complainant's Bill mentioned. And that he did in his Lifetime duly make and publish his last Will and Testament in writing and appoint such persons, as in the said Bill, named Executors thereof. And this Defendant believes it may be true that the said Executors did renounce the probate of the said will. And that, in Consequence thereof, Letters of Administration of the said Testator's Estate and Effects, with his said will annexed, were granted to the Complainant by the proper Ecclesiastical Court, as in the said Bill mentioned.

[And] this Defendant further Saith, he believes and admits it to be true, that it was agreed and understood by and between the said James Stuart TULK and this Defendant, that they should from the time of making and signing the aforesaid valuations, enter into or continue in the possession and receipt of the Rents and profits of their respective Moieties of the said **Leasehold premises**.

And this Defendant Saith he did account to the said James Stuart TULK in his Lifetime for the part or Share belonging to him, of and in the said premises, which were included in the Sum of Two thousand six hundred and seventy six pounds fourteen Shillings and sixpence, mentioned and ascertained in the said Indenture of the twenty second day of May One thousand seven hundred and ninety, in the Complainant's Bill hereinbefore mentioned.

And this Defendant Saith, he believes and admits it to be true, that he, this Defendant, did not pay any Sum of money to the said James Stuart TULK in his Lifetime, in order to make up to him the Difference in value of the said Allotments.

But, this Defendant Saith that he hath, since the decease of the said James Stuart TULK, accounted for such Difference in value amounting, according to the aforesaid valuation, to the Sum of ninety nine pounds sixteen shillings and seven pence, together with all Interest due upon the said sum of Two thousand six hundred and seventy six pounds fourteen Shillings and six pence, to the said Complainant, as his personal representative, up to the twenty second day of November one thousand seven hundred and ninety one, as this Defendant verily believes.

And this Defendant Saith, he admits it to be true, that he, this Defendant, did consider himself and the said James Stuart TULK as jointly liable to answer the whole of the repairs of the said Houses and premises, until such Division thereof was agreed to be made between them, as in the Bill and hereinbefore mentioned;

but this Defendant Saith that, in pursuance and in consequence of the said agreement and Division, he, this Defendant did and doth consider himself as answerable or liable only for the repairs of the moiety of the said premises allotted to him, this Defendant, the Expence whereof exceeded the Expence of the repairs done on the other moiety thereof, allotted to the said James Stuart TULK, as this Defendant verily believes, and that the said James Stuart TULK or his estate was, or is, answerable and liable to the repairs done on the Moiety thereof, allotted to him on the said Division, although no particular agreement was, as this Defendant believes and admits, made or ent' red into between them for that purpose, at the time of such Division, nor was any particular allowance or provision made respecting the same, in the valuation and Division thereof by the said Robert GOLDEN, to the knowledge or belief of this Defendant.

And this Defendant Saith, he believes and admits it to be true, that he did furnish or deliver to the said Complainant, as the representative of the said James Stuart TULK deceased, an account of the work done for and upon the repairs of the moiety allotted to the said James Stuart TULK, as aforesaid, upon an Actual Survey thereof, by measure and value, according to the aforesaid agreement for that purpose, and which this Defendant humbly Insists and Submits ought to be allowed to him upon the final Settlement and Adjustment of the said accounts but, this Defendant Saith, that no actual Survey hath hitherto been made and taken of the repairs done in or upon the said moiety allotted to him, this Defendant, according to measure and value as aforesaid. But, this Defendant is ready and willing to proceed to such Survey of the repairs of his said Moiety, in order that the Difference in the value or amount of such repairs may be settled and ascertained between him, this Defendant and the Estate of the said James Stuart TULK deceased.

And this Defendant Saith, he hath not in his hands or Custody any Accounts or any Books or papers containing a full and particular account or detail of the Sums of Money, specifically laid out or expended by him in the repairs of the said Leasehold Estate and premises, or of the respective Moities thereof, by reason that various parts of the materials purchased by this Defendant were occasionally used or employed by him in or about the repairs of other Houses, belonging to him, this Defendant and that various parts of other materials purchased by him, for the repairs of his said other Houses, were from time to time carried, and used, or employed in or about the repairs of the Houses and premises, belonging to him and the said James Stuart TULK, as aforesaid and that Sundry of the workmen and artificers, Horses, Carts and Carriages, employed in the Business of the said repairs,

were at various times transferred to, and employed in, such different places, as occasion required, and therefore this Defendant is unable to set forth the same with accuracy;

but this Defendant Saith, that inasmuch as the said several Books, papers and writings, kept by him, of and concerning the repairs of the said several Estates and premises of, and belonging to, this Defendant and the said James Stuart TULK respectively, are very voluminous, numerous and intermixt. He, this Defendant, is willing and consenting, that the said Complainant or her Sol(1)icitor shall, and may have, access to and peruse, inspect or examine the same at any reasonable time, when she or they shall require so to do.

And this Defendant Saith, that, (although) he admits that he did, in and by the proposals delivered in by him to the said William LUSHINGTON Esquire as aforesaid, propose, or offer to lay out, and expend the Sum of One thousand nine hundred and seventy six pounds at least, and not that Sum of Money only, upon the repairs of the said Houses and premises. And therefore this Defendant denies it to be true, that he did at any time undertake, or agree, or ever restricted to lay out, or expend no more than the said Sum of One thousand nine hundred and seventy six pounds upon such repairs, but this Defendant understood he was compellable to expend that Sum at least, before any Lease should be made, or granted to him, of the said premises. And this Defendant did cause a Survey or Estimate to be made of the repairs necessary to be done in or about the said premises, by which it appeared that a much greater sum than one thousand nine hundred and seventy six pounds would be required for doing and compleating such repairs, as the said James Stuart TULK was informed and well understood, at and before the time of his entering into the aforesaid agreement with this Defendant, but, which is a matter not in anywise essential or material in this Cause, as is evident from the Complainant's own Shewing upon the said Bill of Complaint, as this Defendant is advised and believes.

And this Defendant further Saith, he believes and admits it to be true, that no Lease of the said Houses and premises, mentioned and comprised in the aforesaid proposals, hath been hitherto made or granted to this Defendant, as in the said Bill mentioned, by reason that the parties, authorised to grant the said Lease, have refused to grant or execute the same to this Defendant alone, they having been apprised or informed of the assignment or Mortgage, made by this Defendant, of the said premises or of his right and Interest therein to the said James Stuart TULK, in the Complainant's Bill and hereinbefore mentioned. And therefore this Defendant is advised and humbly Submits, that such persons, so authorised as aforesaid, ought to have been made parties, Defendants, to the said Bill of Complaint, he, this Defendant having been always ready and willing, and hereby offering, to make and execute a good and sufficient assignment of his Moiety of the said Leasehold premises to the said Complainant, when, and as soon as, the said Lease shall be obtained in order more effectually to secure what shall appear to be justly due and owing to her, the said Complainant, as representative of the said James Stuart TULK deceased, upon or by virtue of the said Assignment of Mortgage of the twenty second day of May one thousand seven hundred and ninety, in the said Complainant's Bill mentioned, and also to execute unto her, the said Complainant, a proper Assignment or Conveyance of the other Moiety of the said premises, allotted to the said James Stuart TULK, upon such Division aforesaid.

And this Defendant Saith, he humbly hopes that whatever Sum of Money shall appear to be ultimately due or coming to this Defendant from the Estate of the said James Stuart TULK deceased, for or in respect of the repairs of the said James Stuart TULK's Moiety of the said premises, allotted to him as aforesaid, may and shall be paid and allowed to him by the said Complainant or otherwise deducted and set off from and against the amount of the Money, secured by the said assignment or Mortgage of the twenty second day of May one thousand seven hundred and ninety, or in such other manner as this Honorable Court shall direct.

And this Defendant Saith, he believes and admits, that some applications were made to him by, or on the part of, the said Complainant, for an Account of the Monies expended by him, this Defendant, in or about the repairs of the said premises, but this Defendant denies that he did ever refuse to render such Account, as he was able to make out, of the repairs done on the moiety of the said premises, allotted to the said James Stuart TULK as aforesaid, for which only, this Defendant did consider the said James Stuart TULK or his Estate to be answerable.

And this Defendant Saith, he did, sometime since, send or deliver to the Complainant's Sol(1)icitor an Account of the Expences of the repairs done on the said James Stuart TULK's Moiety of the said premises, which Account was made out from an actual Survey and valuation, made and taken thereof by Thomas SPENCER of Rathbone Place, an Eminent Surveyor, and which this Defendant believes to have been a fair and proper account and valuation; nor doth this Defendant admit or believe that any false Charges, Items or Overcharges are or were inserted or contained in the said Account or valuation, as in the said Complainant's Bill is alle(d)ged and, as an Evidence thereof, this Defendant craves leave to refer to such account or valuation, when the same shall be produced to this Honorable Court.

And this Defendant Saith, he verily believes and hopes he shall be able to prove, that a very considerable sum of money is justly due and owing to him, from the Estate of the said James Stuart TULK deceased, for and in respect of the Moiety of the said Leasehold premises, allotted to him, the said James Stuart TULK, and of the repairs done, or caused to be done, by this Defendant in and about the same, as aforesaid; and which this Defendant humbly hopes may and will be paid, or allowed unto him, or set off and deducted in manner hereinbefore mentioned.

And this Defendant, further answering, denies all unlawful Combination and Confederacy, in and by the said Bill charged against him.

Without that, that any other Matter or Thing in the Complainant's said Bill of Complaint, contained material or necessary in the Law for him, this Defendant, to make answer unto, and not herein and hereby well and sufficiently answered unto, confessed or 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, justify, maintain and

prove, as this Honorable Court shall direct; **and humbly prays to be hence dismissed, with his reasonable Costs and Charges, in this behalf most wrongfully sustained.**

BARKER. Cha. SHUTER. A.A. LOVELACE.
[National Archives C 12/648/21]

There are further documents of 1793 involving Anthony in *Chancery Proceedings 1758-1800 Bundle 174.15*. Anthony filed further Answers in 1794. See below:

TULK v LOVELACE

Between	Love Stuart TULK, Spinster	Plaintiff
and	Arthur Anthony LOVELACE	Defendant

The Answer and Examination of the Defendant above named to Interrogatories exhibited by the plaintiff above named, for the Examination of the said Defendant, pursuant to the Decree made on the Hearing of this Cause, dated the eleventh day of January one thousand seven hundred and ninety four.

To the First Interrogatory This Examinant saith, that he did lay out, and expend, or allow for and towards the repairs, and improvements, and amendment of the thirty three Houses and Buildings, with the Outhouses and Appurtenances, mentioned in the pleadings of this Examinant, for materials and labor and otherwise, on account there of the several ruins of Houses, mentioned and set forth in the Schedule* to this Examination annexed and which he prays may be taken as part thereof;

but, this examinant saith that the account or particulars of such payments, with the time when, and to whom, and on what particular account and for what materials or otherwise the said several Sums of Money were so respectively laid out, expended, or allowed, were, and are to the best of this Examinant's knowledge, recollection and belief, hereinafter more particularly mentioned and set forth in the several Books of Account, marked with the Letters A, B and C respectively and to which this Examinant craves leave to refer.

And this Examinant further saith, that he, this Examinant, did cause to be kept three several Books of Account, in which, or in some or one of which was ent' red, from time to time, among other things, an account of the Moneys so laid out and expended by this Examinant, to which Books of Account respectively, James Stuart TULK, in the said Interrogatories named, had always, or might have had free access in his lifetime, and he did in fact frequently inspect and approve the same and made many Entries therein, and particularly in the said Book marked A, and also added or cast up many of the folios or pages thereof and set down the Totals thereof in his own hand writing and, which said three Books of Account (being the only Books of Account kept by this Examinant, of such payments and disbursements as aforesaid) were generally and still are in the hands or custody of this Examinant.

(sgd.) A.A. LOVELACE. Cha. SHUTER.
Sworn at my Office, this 9th day of May 1794, before me. W. PEPYS.

**The Schedule annexed is a detailed list of expenditure, which tallies with the Account Book and has not been transcribed here.*

[National Archives C 107/219]

The Account Books, referred to above and marked A, B and C, are preserved at the National Archives.

"A" begins in July 1786 and is headed "Mr Jas. Stuart TULK in Moiety Concern with Ar. Anthony LOVELACE." It records all monies received (£3,264.17.4½) from James Stuart TULK and all the costs (£4,812.4.7) incurred on the 33 houses. Various calculations have been done to arrive at the Moiety shares of the respective parties and, amongst other things, there is a note that Interest is included in the sum of £2,676.14.6 inserted in the Mortgage Deed of 22nd May 1790.

"B" covered the period 2 June 1788 to 14 Nov 1789 and shows the costs incurred on various jobs, including names and wages of employees and details of materials purchased. At the busiest time 11 men and boys were employed, comprising bricklayers, plasterers and labourers. Many of the employees appeared to be Irish, judging by their names.

"C" is a continuation of "B" and covers the period 16 Nov 1789 to 26 Feb 1792. From November 1791 onwards there were only 3 employees and the only job going on seemed to be the 33 houses around Hanway Yard. George THACKER was one of the earliest employees and a bricklayer by trade.

[National Archives C 107/154]

Legal matters were costing Anthony dearly in terms of time and money and he no doubt came off second best with Love TULK. His business suffered and creditors pressed their claims. In the *Times* of December 10th 1794 was an extract from the *London Gazette* of December 9th:

Bankrupt - A.A. LOVELACE, Hanway street, Oxford road, glazier, to surrender Dec 16, 24, Jan 20 at Guildhall. Attorney Mr WILLIAMS, Cursitor street, Chancery lane.

Following Anthony's bankruptcy, Love Stuart TULK wasted no time in safeguarding her position as mortgagee, by getting the Court to appoint a receiver to collect the rents and profits from Anthony's property, which would be used to settle the arrears of mortgage interest due to her.

Westminster Archive Office lists in its Deeds Index: *Arthur Anthony LOVELACE, glazier & painter, Hanway Street, 22 May 1795 ref. 102/6.*

In Chancery proceedings on 12 Nov 1795 Arthur Anthony LOVELACE was described as lately become a bankrupt and there were allegations of a fraudulent transaction by him. (*Chancery Proceedings 1758-1800 Bundle 204.5*). On 21 Apr 1796 he is referred to as Arthur Anthony LOVELACE, formerly of Hanway Street, Oxford Road, painter and glazier, bankrupt. (*Chancery Proceedings 1758-1800 Bundle 218.20*).

The case of TULK v LOVELACE continued and in 1797 Anthony's foreman George HACKER was asked to file an affidavit, which has been transcribed hereunder:

TULK v LOVELACE

Affidavit of George THACKER. Left 31st May 1797.

In Chancery

Between Love Stuart TULK, Administrator [*Administratrix*] of James Stuart TULK
Esquire, deceased
and Arthur Anthony LOVELACE

Plaintiff
Defendant

George THACKER of East End, Finchley in the County of Middlesex, Bricklayer, maketh Oath and **saith**, that he was employed by the said defendant Arthur Anthony LOVELACE, as his Foreman, from the Commencement of the repairs of the thirty three houses or tenements, in the Pleadings of this Cause mentioned, until (l) the same were compleated, and had the whole management and direction thereof.

And this deponent further saith, to the best of his knowledge and belief, all the materials delivered upon the said premises for the repairs thereof, were actually used and employed thereon, save and except some trifling parts thereof, not exceeding in the whole, in this deponent's judgement and belief, the sum of fifty pounds in Value.

And this deponent further saith, that nearly the whole of the said thirty three houses were in a very bad and ruinous Condition, some of them nearly tumbling down, others obliged to be shored up at a great Expence, to prevent them from falling, and several of the said houses were obliged to be new fronted and newly built and the whole of the said houses had new Roofs and parapets; and that several new Erections and buildings were erected in addition to the said thirty three houses, which augments the Expence but considerably increased the Value of the Estate.

And this deponent further saith, that during the Progress of the said repairs, he frequently saw James Stuart TULK Esquire, deceased, in and about the premises in question and repeatedly heard him express his Approbation of the manner in which the said repairs were carrying on, but this deponent did not at that time know or consider him to be at all concerned with the said defendant in the repairs of the said Estate but believed the defendant to be doing the same on his own Account only, and this deponent, having defendant's Interest in view, frequently and repeatedly attended and worked several hours in the morning and Evening, before and after the other Workmen, to screen the Rubbish to make Morter, in order to save the Expence of sand.

And this deponent further saith, that during the Continuance of the said repairs, he found several parts of the said premises in a much worse State and Condition than he could at first have supposed and, by reason whereof, much more time, Labour and Expence was necessarily employed, than upon any Survey to have been made, before such repairs had been begun, could have been ascertained or supposed to have been necessary or wanting thereto. And this deponent verily believes that one or more Horses were constantly employed on the said premises, during the making of the said repairs, in bringing or carrying Materials and in casting and carrying away rubbish.

And this deponent further saith, that a great Quantity of Porter and Candles were necessarily consumed and employed by the Workmen, during the carrying on of the said repairs and that the whole of the said repairs were done and compleated in the best manner and in the least expensive Way, and most advantageous to the Interest of the parties concerned therein. And that he verily believes, according to the best of his Knowledge and Judgement, that the said premises, from their very bad and ruinous State and Condition and from the Improvements made thereon, must have cost in the repairs and Improvements thereof, upon a fair and reasonable Calculation, a Sum not less than four thousand seven hundred pounds.

And this deponent further saith, that, after the said repairs were finished and compleated, he did, at the request of the said defendant, attend on the said premises, to point out to Thomas SPENCER of Rathbone Place in the County of Middlesex, Surveyor, the repairs and Improvements done to several of the houses and premises belonging to the said Estate, and that he did point out the same to him accordingly.

The Mark of George THACKER. Witness John WILLIAMS.

Sworn at the Public Office, this Thirty first day of May 1797, before me Nich's SMITH.

[*National Archives C 107/154*]

Either Anthony, or his trustee in bankruptcy, were apparently not pleased at the cost and efficiency in collecting the rents on Anthony's properties, as the following shows:

Between Love Stuart TULK, Administratrix of James Stuart TULK deceased **Plaintiff**
and Arthur Anthony LOVELACE and another **Defendant**

Answer and Examination of the above named Plaintiff Love Stuart TULK to certain Interrogatories, exhibited by and on behalf of the above named Defendant, before William Waller PEPYS Esquire, one of the Masters of this honorable court, for the Examination of the said Plaintiff, pursuant to an order made in the Hearing of this Cause for further Directions, bearing date the Eighth August one thousand eight hundred.

To the First Interrogatory this Examinant saith that, at the time of commencing this suit, there was a considerable arrear of Interest due to the Estate of the said James Stuart TULK from the then Defendant Arthur Anthony LOVELACE, under [*the Terms of - illegible*] the Mortgage, in the pleadings mentioned and that, such arrear of Interest continuing to increase, this Examinant took certain measures for procuring a receiver to be appointed by this Court, of the Rents and profits of the several Messuages and Tenements and Premises mentioned in the said Pleadings and which are the property and Estate of the said Arthur Anthony LOVELACE, subject to such Mortgage and, in consequence thereof, this Examinant was let into the possession of the Messuages and she hath continued in the receipt of the Rents and profits ever since.

And this Examinant further saith, that the Estate, of which she was so let into possession, consisted of a great number of Houses situate in Hanway Yard, John's Court and Petty's Court, in the parishes of St. Mary le bone and St. Pancras in the County of Middlesex, many of which are unavoidably let to persons of low condition, for which reason, it required the utmost care and attention to prevent any loss or injury happening to the said Estate, and is become, and was found absolutely necessary to bestow a constant attention thereto, so as to collect and receive the rents, whenever the Tenants could [*pay... - illegible*] anything on account thereof.

And this Examinant saith that, being desirous of preventing any loss in the Collection of the Rents and profits of the said estate, she accordingly authorized her Brother, John Augustus TULK of Phillimore [*Gardens - illegible*], Kensington, Esquire, to collect and receive such Rents and Profits and to superintend the management of the said Estate; and the said John Augustus TULK, with the Approbation of this Examinant, employed one George MARTIN, [*illegible*] clerk with the said James Stewart [*Stuart*] TULK deceased, to assist in collecting and receiving the rents and profits of the said Estate, he, the said George MARTIN, having consented to bestow that attention, which was required in the [*due*] effect and management of the said Estate, upon being allowed and paid a reasonable commission or reward for his trouble therein.

And this Examinant further saith, that the said John Augustus TULK and George MARTIN, having in manner aforesaid, acted in the collecting and receiving of the Rents and profits of the Estate, and, having collected and received such rents and profits, for the use and on account of this Examinant, she, **this Examinant saith** that she hath, in the first Schedule* to this her Examination annexed, and which she prays may be taken and considered as part thereof, set forth, according to the best and utmost of her knowledge, remembrance, information and belief, a full, true and particular account of each and every the sum, and sums of money, which have, or hath been received by this Examinant, or the said John Augustus TULK and George MARTIN, or either of them, or by any other person or persons, by her [*order, privity or direction - illegible*], with her knowledge, privity or consent, for and on account of the said Messuages, Tenements and premises, or any part or parts thereof.

To the Second Interrogatory this Examinant Saith, that she hath in the second Schedule* to this her Examination annexed or underwritten and which, she prays, may be taken and considered as part hereof, set forth, according to the best and utmost of her knowledge, remembrance, Information and belief, a full, true and particular account of all and every the sum and sums of money, which have or hath been paid, laid out, expended and disbursed or allowed by this Examinant, or by any other person or persons, by her order, privity or direction, for or on account of the said Messuages or Tenements and Premises, together with the Names of the persons to whom, & the times, respectively when and for, and on what particular account the same and every of them were respectively Paid, laid out, expended, disbursed or allowed; and this Examinant believes that all such payments and allowances was necessary or requisite to be made for the advantage of the said premises or for the proper collection of the said Rents.

(sgd.) Love Stuart TULK.

R. STEELE.

Sworn at the Public Office, this ninth day of June 1801, before me. J. WILMOT.

**The First Schedule, which covers the period Jan. 1795 to Apr. 1801, and the *Second Schedule are self explanatory and have not been transcribed.*

[National Archives C 107/219]

On the death of Rev. John LOVELACE in 1797, it is noted that Anthony LOVELACE was a debtor in the amount of £200, which, not surprisingly, was deemed irrecoverable.

It is not known what became of Anthony and Sarah but they are believed not to have had any children.

7. Paul LOVELACE was born in 1761 and baptised at St. Leonard's, Shoreditch:

3rd August 1761 (born same day) Paul son of William and Ann LOVELACE of Charles Square. (St. Leonard, Shoreditch Baptism Register).

Paul's mother died shortly after giving birth to him.

It is believed to be this Paul, who died in 1762 and was buried at St. Leonard's, Shoreditch. Charles Square, where the family lived, leads off Pitfield Street. It seems likely that 12 months or 1 yr. 2 mos. was intended as age at death.

30th September 1762 Paul LOVELACE, Pitfield St., aged 2 months (sic), (St. Leonard, Shoreditch Burial Register).