



ANNO TRICESIMO NONO & QUADRAGESIMO

GEORGI II. REGIS.

Cap. 115.

An Act for confirming a Partition made of the Estates of the late *Humphrey Pitt* Esquire, and certain Powers of Sale mentioned in the Partition Deeds. [9th July 1800.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of *May* One thousand seven hundred and seventy-four; the Release being of Three Parts; and made between *Frances* afterwards the Wife of *William John Yonge*, of *Saint James's Street* in the County of *Middlesex*, Esquire, then *Frances Pitt* Spinster, (which said *Frances Yonge* was One of the Four Daughters and Co-heiresses of *Humphrey Pitt*, late of *Priorslee Hall* in the Parish of *Idfall* otherwise *Skiffnall* in the County of *Salop*, Esquire, deceased), of the First Part; the said *William John Yonge* of the Second Part; and the Right Reverend Father in God *Philip* Lord Bishop of *Norwich*, the Right Reverend Father in God *Thomas* now Lord Bishop of *Dromore* in the Kingdom of *Ireland*, (then the Reverend *Thomas Percy*), *Richard Edwards* Esquire, and *Gustavus Yonge* Surgeon, of the Third Part; (being the Settlement executed in Contemplation of the Marriage then intended and soon after solemnized between the said *William John Yonge* and *Frances* now his Wife); the One undivided Third Part or

[Loc. & Per.] 23 M Share

Preamble.
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Share of or to which the said *Frances* now the Wife of the said *William John Yonge* was then seised or entitled, of or in the Estates of the said *Humphrey Pitt*, (*Martba Slaney* One of the Daughters of the said *Humphrey Pitt* having relinquished or released her Share of or in the said Estates to her Sisters the Three other Daughters of the said *Humphrey Pitt*), was conveyed unto and to the Use of the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, *Richard Edwards*, and *Gustavus Yonge*, their Heirs and Assigns, in Trust, after the Solemnization of the said then intended Marriage, for the said *William John Yonge* for his Life, without Impeachment of Waste, and after his Decease in Trust for the said *Frances* now his Wife for her Life, without Impeachment of Waste, and after the Decease of the Survivor of them, in Trust for all and every or such One or more of the Child or Children of the said *William John Yonge* by the said *Frances* his then intended Wife, at such Time and Times, and in such Parts and Proportions, Manner and Form, and with and under such Restrictions and Limitations, as they the said *William John Yonge* and *Frances* his then intended Wife, should, during their joint Lives, by any Writing or Writings under both their Hands and Seals, attested by Two or more credible Witnesses, direct, limit, or appoint; and in Default of such Direction, Limitation, or Appointment, then as the Survivor of them the said *William John Yonge* and *Frances* his then intended Wife should, by any Writing or Writings under his or her Hand and Seal, attested by Two or more credible Witnesses, or by his or her last Will and Testament in Writing, to be by him or her signed, sealed, and published, in the Presence of Three or more credible Witnesses, from Time to Time direct, limit, or appoint; and in Default of such Direction, Limitation, or Appointment, then in Trust for the Children and Child of the said *William John Yonge* and *Frances* his Wife, as Tenants in common in Tail, with Cross Remainders between or among them in Tail if more than One; and in Default of such Issue, as to One Moiety of the said Third Part, in Trust for the Heirs and Assigns of the Survivor of them the said *William John Yonge* and *Frances* his Wife; and as to the other Moiety of the said Third Part, upon such Trusts as the said *Frances Yonge*, by Deed or Will executed respectively as therein is mentioned should appoint; and in Default of such Appointment, in Trust for *Maria Edwards* and *Elizabeth* now the Wife of *Joseph Pycroft*, of *Burton-upon-Trent* in the County of *Stafford*, Esquire, (and which said *Maria Edwards* was another Daughter and Co-heiress of the said *Humphrey Pitt*, and which said *Elizabeth Pycroft* was the Daughter and only Child of *William Jenks* Esquire, by *Sarah* his Wife, One other Daughter and Co-heiress of the said *Humphrey Pitt*), as Tenants in common in Tail; and if either of them should die without Issue, then as to the Part or Share of her so dying in Trust for *Martba Slaney*, the other of the said Four Daughters and Co-heiresses of the said *Humphrey Pitt*, her Heirs and Assigns; and if both of them the said *Maria Edwards* and *Elizabeth Pycroft* should die without Issue, then as to the Whole of the said Moiety of the said Third Part, in Trust for the said *Martba Slaney* her Heirs and Assigns: Provided always, and it was by the said Indenture now in Recital declared and agreed, That it should be lawful for the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, *Richard Edwards*, and *Gustavus Yonge*, and the Survivors and Survivor of them, and their and his Heirs, at any Time thereafter, with the Consent and Direction of the said *William John Yonge* and *Frances* his then intended Wife, or the Survivor of them, testified by any Writing or Writings under their, his, or her

her Hand and Seal, and to be attested by Two or more credible Witnesses, to sell and dispose of the said undivided Third Part of and in the said Hereditaments thereby granted and released, either together or in Parcels, and by publick Sale or Auction, or private Contract, to any Person or Persons whomsoever, for such Price or Prices in Money as to them the said *Philip Lord Bishop of Norwich, Thomas Lord Bishop of Dromore, Richard Edwards, and Gustavus Yonge*, or the Survivors or Survivor of them, their or his Heirs, should seem reasonable; and that for that End, it should be lawful for the said *Philip Lord Bishop of Norwich, Thomas Lord Bishop of Dromore, Richard Edwards, and Gustavus Yonge*, or the Survivors or Survivor of them, their and his Heirs, with such Consent as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them or him sealed and delivered in the Presence of and attested by Two or more Witnesses, to revoke, determine, and make void, all and every the Uses, Estates, Trusts, Powers, Provisoos, Conditions, and Limitations therein before contained, concerning the said Premises so to be sold or disposed of; and by the same or any other Deed or Deeds, Writing or Writings, to be executed as aforesaid, to limit and appoint the said Premises, whereof the Uses should be so revoked to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, or Assigns, or otherwise to limit, declare, create, and appoint such new or other Use or Uses, Trust or Trusts, of and concerning the said Premises, as should be necessary for the effectuating such Sale or Disposition as aforesaid; with Power to the Trustees to give Receipts, and to exonerate the Purchasers from seeing to the Application of the Purchase Money; and with a Declaration that when any of the said Premises should be so sold, and such Receipts should be given, all and every the said Premises so to be sold and disposed of should remain from thenceforth absolutely discharged from all the Uses, Estates, Trusts, Declarations, Provisoos, and Agreements, thereby limited and expressed concerning the same, and from thenceforth, the Indenture now in Recital, and the Grant and Release therein before contained, should enure as to such of the said Premises as should be respectively sold, disposed of, or conveyed, to the only Use of such Purchaser or Purchasers, and his, her, and their Heirs and Assigns respectively for ever: And it was, by and in the said Indenture now in Recital agreed and declared, That the said *Philip Lord Bishop of Norwich, Thomas Lord Bishop of Dromore, Richard Edwards, and Gustavus Yonge*, and the Survivors and Survivor of them, their and his Executors, Administrators, and Assigns, should stand possessed of the Purchase Monies which should arise by such Sale or Sales as aforesaid, upon Trust, in the first Place, by and with such Monies to pay and discharge One-third Part of a Sum of Two thousand five hundred Pounds and Interest in the said Indenture mentioned to have been then lately charged or intended to be charged on the Whole or some Part or Parts of the Real Estate whereof the said *Humphrey Pitt* died seised, and which said Sum of Two thousand five hundred Pounds was Part of the Consideration for which the said *Martha Staney* relinquished or released to her said Sisters her said Share of or in the said Estates of the said *Humphrey Pitt*, and after Payment thereof, upon Trust with all convenient Speed, with the Approbation of the said *William John Yonge* and *Frances* his then intended Wife, or the Survivor of them (testified as aforesaid), to lay out and invest all the Surplus or Residue of the Monies to arise by such Sales as aforesaid, in the Purchase of other Hereditaments of Inheritance in Fee Simple, with an Agreement and Declaration that the Hereditaments so to be purchased should
be

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be settled to the same Uses, Trusts, Intents, and Purposes, and subject to the same Provisoes and Limitations, as were thereby declared concerning the said Premises thereby made saleable as aforesaid, (except the said Proviso or Power of Sale): And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-seventh and Twenty-eighth Days of March One thousand seven hundred and eighty-two, the Release being of Three Parts, and made between the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, (which said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, are in the said Indenture of Release mentioned to have then survived the said *Richard Edwards*), of the First Part; the said *William John Yonge* and *Frances* his Wife of the Second Part; and *John Congreve* Esquire, of the Third Part; in consideration of the Sum of Six thousand seven hundred and thirty-three Pounds Seven Shillings, therein expressed to be paid by the said *John Congreve* to the said *Philip* Lord Bishop of *Norwich*, and *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, with the Consent of the said *William John Yonge* and *Frances* his Wife, testified as therein is mentioned, they the said *Philip* Lord Bishop of *Norwich*, and *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, did, in Exercise and Execution of the said Powers and Authorities contained in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four, revoke the Uses, Estates, Trusts, Powers, Provisoes, Conditions, and Limitations, in the said Indenture expressed or contained, of or concerning the said undivided Third Part or Share of the said *Frances Yonge*, of or in the Hereditaments therein mentioned, and did limit and appoint the same undivided Third Part or Share of the said Hereditaments unto and to the Use of the said *John Congreve*, his Heirs and Assigns for ever: And whereas by Indentures of Lease and Release, bearing Date respectively the same Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-two, and made or expressed to be made between *Plowden Slaney* Esquire, *Osgood Hanbury* Esquire, *John Smitheman* Esquire, and *William John Yonge* Esquire, of the first Part; *Henry Beaufoy* Esquire, and the said *Elizabeth Pycroft*, then the Wife of the said *Henry Beaufoy* Esquire, of the Second Part; and the said *John Congreve*, of the Third Part; the said *Plowden Slaney*, *Osgood Hanbury*, *John Smitheman*, and *William John Yonge*, with the Consent and by the Direction of the said *Henry Beaufoy* and *Elizabeth* then his Wife, did, in Consideration of the Sum of Six thousand seven hundred and thirty-three Pounds Seven Shillings, therein expressed to be paid to them by the said *John Congreve*, convey and assure unto the said *John Congreve*, his Heirs and Assigns, the said One undivided Third Part or Share of the said *Elizabeth*, then the Wife of the said *Henry Beaufoy*, of or in the said Estates of the said *Humphrey Pitt* then remaining unsold, to hold the same unto and to the Use of the said *John Congreve*, his Heirs and Assigns for ever: And whereas *Maria Edwards*, another of the Four Daughters of the said *Humphrey Pitt*, intermarried with *Richard Edwards* Esquire; and a Settlement was duly made and executed upon such Marriage; but the said *Richard Edwards* having departed this Life without Issue before the Partition herein-after recited was effected, the said *Maria Edwards* and her Trustees joined in vesting her Share of and in the said Estates of the said *Humphrey Pitt* in *Richard Walker* Apothecary; by the Indentures of Lease and Release next herein-after recited: And whereas by Indentures of Lease and Release, bearing Date respectively the First and Second Days of

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Death of *Richard Edwards*,
and *Maria Edwards*'s
Share vested
in *Richard Walker*.

Indentures of
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lease, 1st and
2d April 1782.

of April One thousand seven hundred and eighty-two, the Release being of Eleven Parts, and made between the said *John Congreve* of the First Part; the said *Maria Edwards* of the Second Part; the said *Gustavus Yonge* and *Vincent Edwards* Mercer, of the Third Part; the said *Vincent Edwards* of the Fourth Part; *Elizabeth Prestland* Widow, *John Gardner* Esquire, and *Richard Slaney* Gentleman, of the Fifth Part; the said *Richard Slaney* and *John Bailey* Gentleman, of the Sixth Part; *Plowden Slaney* and *Richard Corbett* Esquires, of the Seventh Part; *Plowden Slaney* Esquire since deceased, and the said *Martha* then his Wife, now his Widow and Relict, of the Eighth Part; the said *William John Yonge* and *Frances* his Wife of the Ninth Part; the said *Henry Beaufoy* and *Elizabeth* then the Wife of the said *Henry Beaufoy*, now *Elizabeth Pycroft*, of the Tenth Part; and *Richard Walker* Apothecary; of the Eleventh Part: Reciting, among other Things, that several Parts of the Hereditaments which the said *Maria Edwards*, *Frances Yonge*, and *Elizabeth Pycroft*, then *Elizabeth Beaufoy*, became entitled to in equal Shares, had been sold or agreed to be sold, and that thereby the before mentioned Sum of Two thousand five hundred Pounds and Interest had been paid; all the Estates of the said *Humphrey Pitt* then remaining unsold, were conveyed and assured unto the said *Richard Walker*, his Heirs and Assigns, to the Uses in the Indenture now in Recital and in Part herein-after mentioned, (that is to say); As to certain Messuages or Tenements and other Hereditaments situate in *Skisnall*, *Priorslee*, *Horton's Wood*, and *Lower Hayton* aforesaid (being the Third Part or Share allotted to the said *Elizabeth Pycroft* of or in the said Estates of the said *Humphrey Pitt*), and as to certain Messuages or Tenements, and other Hereditaments situate in *Grindle* aforesaid, and the Rectory of *Sutton Maddock*, and the Tythes of *Sutton Maddock*, *Brockton*, and *Beckbury*, and the Cottage or Tenement therein-mentioned, (being the Third Part or Share allotted to the said *Frances Yonge* of or in the said Estates of the said *Humphrey Pitt*), to the Use of the said *John Congreve*, his Heirs and Assigns for ever; and as to certain Messuages or Tenements, Pieces or Parcels of Land and Hereditaments, situate in *Shrewsbury*, *Compton Dunsley*, and *Beckbury* aforesaid, with their Appurtenances, (being the Third Part or Share allotted to the said *Maria Edwards* of or in the said Estates of the said *Humphrey Pitt*), to the Use of the said *Elizabeth Prestland*, *John Gardner*, and *Richard Slaney*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon certain Trusts therein expressed for raising certain Sums of One thousand Pounds, and One thousand Pounds, with Interest for the same respectively, on the Events and in the Manner in the said Indenture mentioned; and after the Expiration or sooner Determination of the said Term of Two hundred Years, to the Use of the said *Maria Edwards* for her Life, without Impeachment of Waste, and after her Decease to the Use of the said *Richard Slaney* and *John Bailey*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, in Trust to raise the Sum of Three thousand five hundred Pounds, with Interest for the same, in the Manner and for the Purposes in the said Indenture mentioned; and after the Expiration of the said Term of Five hundred Years, and in the mean Time subject thereto, and to the Trusts thereof, to the Use of the right Heirs of the said *Maria Edwards*: And whereas by Indentures of Lease and Release, bearing Date respectively the Fifth and Sixth Days of April One thousand seven hundred and eighty-two, and made between the said *John Congreve* of the First Part; the said *William John Yonge* and *Frances*

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Yonge of the Second Part; the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, of the Third Part; reciting among other Things the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four; and that the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, by virtue of the Power thereby given them, had sold the said Third Part therein comprized of all or the greatest Part of the aforesaid Estates and Hereditaments; and having then in their Hands the Six thousand seven hundred and thirty-three Pounds Seven Shillings which had arisen from such Sale; had, with the Consent of the said *William John Yonge* and *Frances* his Wife, agreed to lay out the same in the Purchase from the said *John Congreve* of the Hereditaments therein-after mentioned, which it was agreed should be conveyed to them upon the Trusts expressed in the same Indenture; it is by the said Indenture of the Sixth Day of *April* One thousand seven hundred and eighty-two, witnessed, that the said *John Congreve*, in Consideration of the Sum of Six thousand seven hundred and thirty-three Pounds Seven Shillings; paid to him by the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*; with the Consent of the said *William John Yonge* and *Frances* his Wife, did release and confirm unto the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, and their Heirs, all that Messuage or Tenement, and the several Closes or Parcels of Land thereto belonging, or therewith occupied, situate in *Grindle* in the Parish of *Ryton* aforesaid, and also the Rectory of *Sutton Maddock*, and all the Tythes of Corn and Grain arising in or out of *Sutton Maddock*, *Brockton*, and *Beckbury*, in the said County of *Salop*, and also a Cottage or Tenement in *Sutton Maddock* aforesaid with their Appurtenances, which said Messuage or Tenement, Rectory, Tythes, Cottage, and other Hereditaments, were Part of the Estate of the said *Humphry Pitt*, to hold the same unto and to the Use of the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, and their Heirs, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the several Powers, Provisoos, Declarations, and Agreements contained in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four, concerning the said Third Part thereby granted and released of the Hereditaments therein mentioned, or upon such and the same Trusts, Uses, Intents, and Purposes, as were then subsisting and capable of taking Effect, and were agreeable to and compatible with the said Power contained in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four, of selling and of investing the Money arising from the Sale in the Purchase of other Hereditaments: And whereas the said *Maria Edwards*, by her last Will and Testament bearing Date the Fifth Day of *May* One thousand seven hundred and eighty-three, devised all her Closes, Lands, Tenements, Grounds, and Hereditaments, situate, lying, and being in the Parish of *Shrewsbury* in the said County of *Salop*, and all her Estate and Interest therein, unto and to the Use of the said *Henry Beaufoy* and *William John Yonge*, their Heirs and Assigns, in Trust to sell the same, and to apply the Money arising from the Sale thereof, in or towards the Payment, Satisfaction, and Discharge of the said Sums of Three thousand five hundred Pounds, One thousand Pounds, and One thousand Pounds; and the Interest thereof respectively; and the said *Maria Edwards* did by her said Will devise her Estates therein mentioned at *Kinfare* in the said County of *Stafford*, and at *Beckbury* in the said

Will of *Maria Edwards*, 5th *May* 1783.

said County of *Salop*, to the Uses and in Manner therein mentioned: And whereas the said *Maria Edwards*, by a Codicil to her said Will, bearing Date the Twenty-fourth Day of *September* One thousand seven hundred and eighty-seven, revoked the said Devises and Bequests in her said Will contained of her said Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate at *Kinsare* and *Beckbury* aforesaid, and devised the same to the said *Henry Beaufoy*, and *Moreton Aglionby Stacey* Gentleman, their Heirs and Assigns, in Trust, to permit the said *William John Yonge* to receive the Rents and Profits thereof to his own Use and Benefit until such Time as the said *Henry Yonge* shall attain the Age of Twenty-one Years, and when and so soon as he should attain the Age of Twenty-one Years, she the said *Maria Edwards* devised the said Messuages, Farms, Tenements, Hereditaments, and Real Estate whatsoever, situate, lying, and being in the said Parish of *Kinsare*, with their Rights, Members, and Appurtenances, unto her Nephew the said *Henry Yonge*, his Heirs and Assigns for ever; and the said *Maria Edwards*, gave, devised, and bequeathed all her Messuages, Lands, Tenements, Hereditaments, and Real Estate whatsoever, in the said Parish of *Beckbury*, unto the said *William John Yonge* and his Assigns, during the Term of his natural Life, and from and after his Decease unto all and every the Children of the said *William John Yonge* and *Frances* his Wife, (except her Nephew the said *Henry Yonge*), who should or might be living at the Time of the Decease of the said *William John Yonge*, as Tenants in common, and to their respective Heirs and Assigns for ever: And whereas the said *Maria Edwards* afterwards departed this Life without Issue: And whereas the said *William John Yonge* hath Issue by the said *Frances* his Wife, Three Children, namely, *Henry Yonge* his only Son, and *Ann Yonge* and *Elizabeth Yonge* his only Daughters, and no other Child; and the said *Elizabeth Yonge* is now an Infant of the Age of Seventeen Years or thereabouts: And whereas the Conveyance made to the said *John Congreve* by the said first hereinbefore in Part recited Indentures of the Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-two, of the One undivided Third Part of the said *Frances Yonge*, of or in the said Estates of the said *Humphrey Pitt*, was made in Exercise of the Power of Sale contained in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four; and as the same was not intended to be a real or permanent Sale, but was merely an Arrangement to effect the Partition which was then in the Contemplation of the Parties, Doubts of great Weight are entertained whether the same was warranted by the Power of Sale contained in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four; and if the same were warranted by that Power, Doubts are entertained whether a Power of Sale similar to that contained in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four, could, consistently with the Trusts and Directions contained in that Deed, be created or limited by the said Indentures of the Fifth and Sixth Days of *April* One thousand seven hundred and eighty-two, inasmuch as it was expressly declared by the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four, that the Lands so to be purchased by the Money arising from the Sale of any of the Hereditaments therein mentioned should be settled to the same Uses, and subject to the same Powers as are therein mentioned, except the Power of Sale thereby given: And

Codicil to the Will of *Maria Edwards* 24th *September* 1787.

Death of *Maria Edwards*. Issue of *William John Yonge*.

Doubts respecting the Validity of a Conveyance made by *John Congreve*.

Benefit to the Parties to have the Partition of the Estates confirmed.

And whereas it will be greatly for the Benefit of the Parties who now are or who hereafter may be beneficially interested in the Estates comprized in the said several Indentures of the Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-two, and the said Indentures of the First and Second, and Fifth and Sixth Days of *April* then following; that the Partition or Division intended to be thereby effected, should be confirmed; and it will be greatly for the Benefit of the Parties who now are or who hereafter may be beneficially interested in the Estates comprized in the said several Indentures of the Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-two, and the Fifth and Sixth Days of *April* then next following, that the Power of Sale intended to be given or limited to the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, by the said Indentures of the Fifth and Sixth Days of *April* One thousand seven hundred and eighty-two, should be confirmed: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William John Yonge*, on Behalf of himself, and of the said *Elizabeth Yonge* his Infant Daughter, and the said *Frances* his Wife, and the said *Henry Yonge* and *Ann Yonge*, and the said *Martha Slaney*, and the said *Joseph Pycroft* and *Elizabeth* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliamant assembled, and by the Authority of the same, That, from and immediately after the passing of this present Act, the said several Indentures of the Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-two, and the Conveyances thereby respectively made to the said *John Congreve* and his Heirs, and the said several Indentures of the First and Second Days of *April* One thousand seven hundred and eighty-two, and the Uses, Trusts, Powers, Provisoos, Agreements, and Declarations in the said Indenture of the Second Day of *April* One thousand seven hundred and eighty-two contained, and the said Indentures of the Fifth and Sixth Days of the same Month of *April* One thousand seven hundred and eighty-two, and the Conveyances thereby made by the said *John Congreve* to the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, their Heirs and Assigns, shall be and the same are hereby absolutely and to all Intents, Effects, Constructions, and Purposes whatsoever confirmed.

The several Indentures, of 27th and 28th *March* 1782, and 1st and 2d *April* 1782, and 5th and 6th *April* 1782, confirmed

This Act not to affect the Power of Sale, &c.

II. And in order to obviate the Doubts herein-before mentioned or referred to respecting the said Power of Sale, it is hereby expressly enacted and declared, That the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, shall, from and after the passing of this Act, have such and the same Power of Sale over or in respect to the Hereditaments, the Entirety of which is comprized in the said Indentures of the Fifth and Sixth Days of *April* One thousand seven hundred and eighty-two, as were given to them or him the said *Philip* Lord Bishop of *Norwich* and *Thomas* Lord Bishop of *Dromore*, *Richard Edwards*, and *Gustavus Yonge*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, by the said Indentures of the Thirteenth and Fourteenth Days of *May* One thousand seven hundred and seventy-

seventy-four, over or in respect to the undivided Third Part or Share therein comprized of the Hereditaments therein mentioned; and that the said *Philip* Lord Bishop of *Norwich*, *Thomas* Lord Bishop of *Dromore*, and *Gustavus Yonge*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, shall have the same Power of giving Receipts to Purchasers, and be subject to the same Trusts and Directions for the Application of the Money arising from the Sale of the said Hereditaments, the Entirety of which is comprized in the said Indentures of the Fifth and Sixth Days of *April* One thousand seven hundred and eighty-two, as in the said Indenture of the Fourteenth Day of *May* One thousand seven hundred and seventy-four are expressed or contained, of and concerning or in respect to the undivided Third Part or Share therein comprized of the Hereditaments therein mentioned, and the Money arising from the Sale thereof.

III. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Persons and Person, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William John Yonge* and *Frances* his Wife, and the said *Henry Yonge* and the Heirs of his Body, and the said *Ann Yonge* and the Heirs of her Body, and the said *Elizabeth Yonge* and the Heirs of her Body, and all and every the Children and Child hereafter to be born to the said *William John Yonge* by the said *Frances* his Wife, and the Heirs of their, his, and her respective Bodies; and the said *Martha Slaney* and the Heirs of her Body, and the said *Joseph Pycroft* and *Elizabeth Pycroft* and the Heirs of her Body, and the Heirs and Assigns of the said *William John Yonge*, the Heirs and Assigns of *Frances* the Wife of the said *William John Yonge*, and the respective Heirs and Assigns of the said *Henry Yonge*, *Ann Yonge*, *Elizabeth Yonge*, and of the Children or Child hereafter to be born of the said *William John Yonge* by the said *Frances* his Wife, and the Heirs and Assigns of the said *Martha Slaney* and the said *Elizabeth Pycroft*, and the Appointees of the said *Frances Yonge*; and the Trustees of the Terms of Years created by the said Indentures of the First and Second Days of *April* One thousand seven hundred and eighty-two; and the Trustees in the said several herein-before in Part recited Indentures, appointed for preserving the contingent Remainders thereby respectively limited, and their respective Heirs and Assigns; and the said *Moreton Aglionby Slaney*, his Heirs and Assigns, in respect of the Trusts vested in him by the said Will and Godicil of the said *Maria Edwards*), such Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, to, or out of the Hereditaments respectively comprized in the said Indentures of the Thirteenth and Fourteenth Days of *May* One thousand seven hundred and seventy-four, the Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-two, the First and Second Days of *April* One thousand seven hundred and eighty-two, and the Fifth and Sixth Days of the said Month of *April* One thousand seven hundred and eighty-two, as they, every, or any of them, had, held, or enjoyed, before the passing of this Act, or might have had, held, or enjoyed, in case this Act had not been made.

General Saving.

IV. And be it further enacted, That this Act shall be adjudged, deemed, and taken to be a Publick Act, and shall be judicially taken Notice of as such, by all Judges, Justices, and all other Persons whomsoever, without specially pleading the same:

[Loc. & Per.]

23 O—P

AN

An OCULAR SURVEY of the ESTATES at Shiffnal, Prior's Lee, Horton's Wood, Brockton, in the Counties of Salop and Stafford, which belonged to the

Places.	Tenants.	No. of Acres.	Rent per Annum.	Outgoings.
		A. R. P.	£. s. d.	£. s. d.
Shiffnal Wyke } Field - - -	— — —	4 3 5	3 16 4 $\frac{1}{2}$	
Do. Church Field	— — —	5 2 30	4 9 3 $\frac{1}{2}$	
Do. Pool Field	— — —	1 1 13	1 0 10	
Do. Inclosures	— — —	6 3 26	22 4 11 $\frac{1}{4}$	
Do. Innage	Wm. Slater	2 0 0	14 0 0	Chief Rent - - - - - 1 3 6
	Total	20 2 34	45 11 5 $\frac{1}{4}$	Land Tax, about - - - - - 15 — —
				1 18 6
Prior's Lee - -	Rev. Edw. Roberts	164 2 39	173 9 5 $\frac{1}{4}$	Land Tax - - - - - 5 1 6
Do. - - - -	Wm. Barnett	0 1 29	1 10 4 $\frac{1}{4}$	
	Total	165 0 28	174 19 9 $\frac{1}{2}$	5 1 6

The Amount of the additional Rent for the Continuance of Mr. Roberts's Lease, being Eighteen Years, at - - -

Horton's Wood.	Samuel Ward	12 2 0	11 12 11 $\frac{3}{4}$	— — — — —
Shrewsbury	Edmund Hufley	5 1 32	18 12 9 $\frac{3}{4}$	} Town Rent for Oatley Moor - - - 19 4 } To His Majesty for Lands in } } Castle Field - - - - - } 3 8 Land Tax, about - - - - - 8 — — 9 3 —
	Richard Hitchcox	1 0 0	2 0 0	
	John Duckett	3 1 19	10 18 11 $\frac{1}{2}$	
	Mrs. Archer	16 1 15	36 17 2 $\frac{1}{2}$	
	Thomas Jones	5 0 33	18 4 5 $\frac{1}{4}$	
	Total	31 1 19	86 13 5	
Lower Hayton	William Pinches	56 0 5	47 8 3	Chief Rent - - - - - 2 — —
	Total	56 0 5	47 8 3	Land Tax - - - - - 1 — —
				3 2 —
Compton - - -	Edward Waldron	39 2 1	29 15 7 $\frac{1}{2}$	— — — — —
Dunsley - - -	Richard Marston	120 0 23	92 17 6	Land Tax for Dunsley and Compton 6 — 10
				Chief Rent for Dunsley - - - - - 4 6
	Total	120 0 23	92 17 6	Reeve Rent - - - - - 10 3 $\frac{1}{2}$
				6 15 7 $\frac{1}{2}$
Beckbury - - -	John Eyke	179 1 16	89 17 10 $\frac{3}{4}$	Chief Rent - - - - - 5 — —
	John Lewis	0 0 14	1 10 —	Capons - - - - - 2 — —
	Total	179 1 30	91 7 10 $\frac{3}{4}$	Land Tax - - - - - 2 8 3
				2 15 3
Grindle - - -	George Broughall	72 0 23	52 4 0 $\frac{1}{4}$	Land Tax - - - - - 1 14 —
Sutton Maddock } and Brockton } Tythes - - - }	Sundry Tenants	— —	225 — —	Land Tax - - - - - 4 19 —
				Composition for the Highways - 2 4 —
				Constable's Fee - - - - - 6 3
				Easter Dues to the Clerk - - - 3 4
				Poors Levies - - - - - 4 4 —
				To His Majesty - - - - - 7 8
	Total	225 — —		12 4 3

Shrewsbury, Lower Hayton, Compton, Dunfley, Beckbury, Grindle, Sutton Maddock, and late Humphrey Pitt Esquire: Taken in September 1780, by John Biston of Kilfall.

Clear Yearly Value.	25 Years Purchase.	Deductions.	Total Value	Observations.
£. s. d. 43 12 11 $\frac{1}{4}$	£. s. d. 1,091 3 5 $\frac{1}{4}$	5 Years Purchase overcharged upon the House, and Buildings - - - } 40 — —	£. s. d. 1,051 3 5 $\frac{1}{4}$	
— — —	— — —	2 Years Purchase overcharged upon the House, &c. - - - - - } 40 — — Repairs of Blacksmith's - - - - - } 10 — —	— — —	The House and other Buildings in good Condition, and under Lease for 18 Years; have considered Blacksmith's in the low Rent, &c.
169 18 3 $\frac{1}{2}$ 14 19 6 $\frac{1}{4}$	4,247 17 3 $\frac{1}{2}$ 269 12 1 $\frac{1}{2}$ 4,517 9 5	— — — — — } 50 — —	4,467 9 5	
11 12 11 $\frac{1}{4}$	291 4 5 $\frac{3}{4}$	Three Legacies - - - - - 150 — — Present Repairs - - - - - 5 — — 155 — —	136 4 5 $\frac{3}{4}$	
77 10 5	1,938 — 5	— — — — —	1,938 — 5	The same Year's Purchase for this, though no Building, on account of the precariousness of letting, &c.
44 6 3	1,107 16 3	Present Repairs - - - - - 30 — —	1,077 16 3	
29 15 7 $\frac{1}{2}$	744 10 7 $\frac{1}{2}$	Present Repairs, and a Deduction of £.3 per Annum for 7 Years for bad Condition } 30 — —	714 10 7 $\frac{1}{2}$	The Land is in very bad Condition by long Tillage, &c.
86 1 10 $\frac{1}{2}$	2,152 6 10 $\frac{1}{2}$	Present Repairs, and necessary Alterations - - - - - } 40 — —	2,112 6 10 $\frac{1}{2}$	Upon a Lease for Twenty-one Years; some Alterations are necessary.
88 12 7 $\frac{3}{4}$	2,215 16 1 $\frac{3}{4}$	A Deduction of 5 Years Purchase overcharged upon Lewis's - - - } 7 10 — — Present Repairs particularly at Dennett's Hays - - - - - } 40 — — A Deduction of £ 4 per Annum for 7 Years towards clearing and fertilizing - - - - - } 28 — — 75 10 — —	2,140 6 1 $\frac{3}{4}$	Dennett's Hays (Part of this Estate) is in very bad Condition, some almost totally covered with Gorse.
50 10 — $\frac{1}{4}$	1,262 10 6 $\frac{1}{4}$	Present Repairs - - - - - 20 — —	1,242 10 6 $\frac{1}{4}$	
212 15 9	5,319 13 9	— — — — —	5,319 13 9	No more Years Purchase reckoned for these Tythes, on account of the frequent Expence of valuing, the Precariousness of letting, &c. and liable to be depreciated by bad Tenants.

The TOTALS of the preceding ESTATES.

	£.	s.	d.
Shiffnal - - - - -	1,051	3	5 $\frac{1}{4}$
Prior's Lee - - - - -	4,467	9	5
Horton's Wood - - - - -	136	4	5 $\frac{3}{4}$
Shrewsbury - - - - -	1,938	—	5
Lower Hayton - - - - -	1,077	16	3
Compton - - - - -	714	10	7 $\frac{1}{2}$
Dunsley - - - - -	2,112	6	10 $\frac{1}{2}$
Beckbury - - - - -	2,140	6	1 $\frac{3}{4}$
Grindle - - - - -	1,242	10	6 $\frac{1}{4}$
Sutton Maddock, &c. - - - - -	5,319	13	9
Divide by 3	20,200	1	11
	6,733	7	3 $\frac{1}{2}$

the Third Share.

A DIVISION of the preceding ESTATES into THREE PARTS.

	£.	s.	d.
Shiffnal - - - - -	1,051	3	5 $\frac{1}{4}$
Prior's Lee - - - - -	4,467	9	5
Horton's Wood - - - - -	136	4	5 $\frac{3}{4}$
Lower Hayton - - - - -	1,077	16	3
Cash from Third Division - - - - -	—	13	8 $\frac{3}{4}$
(Mr. BEAUFOY'S Lot)	6,733	7	3 $\frac{3}{4}$
Second Division.			
Sutton Maddock, &c. - - - - -	5,319	13	9
Grindle - - - - -	1,242	10	6 $\frac{1}{4}$
Cash from Third Division - - - - -	171	3	— $\frac{1}{2}$
(Mr. YONGE'S Lot)	6,733	7	3 $\frac{3}{4}$
Third Division.			
Shrewsbury - - - - -	1,938	—	5
Compton - - - - -	714	10	7 $\frac{1}{2}$
Dunsley - - - - -	2,112	6	10 $\frac{1}{2}$
Beckbury - - - - -	2,140	6	1 $\frac{3}{4}$
To pay to the First Division - - - - -	—	13	8 $\frac{3}{4}$
Do. to the Second Do. - - - - -	171	3	— $\frac{1}{2}$
(Mrs. EDWARDS'S Lot)	6,733	7	3 $\frac{1}{2}$

These Estates might have been divided with very little Money passing, by taking Compton from Dunsley, or separating the small Parcels of Land in Shiffnal; but I did not think it best to do either, as Dunsley and Compton are situated so contiguous, and proper enough to be occupied together, and that Prior's Lee would be more eligible, by having the Command of Land at Shiffnal. Grindle Estate may be useful with the Tythes.

£.	s.	d.
6,905	4	— $\frac{1}{4}$
171	16	9 $\frac{1}{4}$
6,733	7	3 $\frac{1}{2}$

Plowden Pressland.