



ANNO TRICESIMO NONO & QUADRAGESIMO

GEORGI III. REGIS.

Cap. 119.

An Act for effectuating a Partition or Division of certain Freehold and Copyhold or Customary Messuages, Lands, and Hereditaments, in the County of *Worcester*, heretofore the Estates of *Holland Cooksey* Esquire, deceased; and for substituting *Thomas Bird* Gentleman, to be a Trustee in the Place of *William Dowdeswell* Esquire, now in Parts beyond the Sea, for all the Purposes for which the said *William Dowdeswell*, jointly with *Thomas Blayney* Gentleman, is a Trustee of One undivided Fifth Part of the said Freehold and Copyhold or Customary Messuages, Lands, and Hereditaments.

[28th July 1800.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively on or about the Twenty-sixth and Twenty-seventh Days of *June*, in the Year One thousand seven hundred and fifty-nine, the Indenture of Release being made or expressed to be made between *Holland Cooksey* of *The White Ladies*, in the Parish of *Claines* in the County of *Worcester*, Esquire, since deceased, and *Elizabeth Cooksey* his Wife, since also deceased, of the One Part; and *Edward Wilmot* Es-

Preamble.
Indentures of
Lease and Re-
lease, dated 26
and 27 *June*
1759.

[*Loc. & Per.*]

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quire,

quire, and *John Perkins* Grocer, of the other Part; all that new erected Dwelling House, Barn, Stables, Outhouses, and Appurtenances to the same belonging, situate, standing, and being in a certain Field called *White Lady Field*, in the Parish of *Claines* aforesaid, with the Gardens, Orchards, Clofes, Lands, Meadows, and Pastures thereunto adjoining and belonging, containing in the Whole by Estimation Seventeen Acres or thereabouts, as the same were then in the Tenure or Occupation of the said *Holland Cooksey*, his Undertenants or Assigns; and also all those Pieces or Parcels of Meadow or Pasture Ground called *The Flag*, and the Three Hills called *Frogmeres Hills* and *Wingfields Hill*, containing together by Estimation Thirty-one Acres, situate, lying, and being in the Parish of *Claines* aforesaid, contiguous and adjoining to the said *White Lady Field*, then in the Tenure or Occupation of Mr. *William Freeth*, as Tenant to the said *Holland Cooksey*, and making Part of the Farm rented by the said *William Freeth* of the said *Holland Cooksey*; and also, all such Part and Parts of the Messuage, Tenement, or Farm, with the Storehouse and other Buildings thereon erected, called *Barbourn Farm*, in the Parish of *Claines* aforesaid, as were Freehold, then in the Occupation of *John Derby* of *Sherborne*, in the County of *Dorset*, Esquire, his Undertenant or Assigns, as Tenant to the said *Holland Cooksey*, with the Appurtenances, were settled, conveyed, and assured to the Use of the said *Holland Cooksey* and his Assigns for his Life, without Impeachment of Waste, except such wilful Waste as therein mentioned; with Remainder to the Use of the said *Edward Wilmot* and *John Perkins*, and their Heirs, for the Life of the said *Holland Cooksey*, upon Trust to preserve the contingent Remainders; with Remainders to the Use of the said *Elizabeth Cooksey* for her Life, without Impeachment of Waste, except such wilful Waste as aforesaid; with Remainder to the Use of all and every, or such one or more of the Children of the said *Holland Cooksey*, on the Body of the said *Elizabeth* his Wife begotten or to be begotten, for such Estate and Estates, and in such Parts and Proportions, Manner and Form, and subject to such Charge or Charges, for the Benefit of any such Child or Children, with or without Power of Revocation, as the said *Holland Cooksey* and *Elizabeth* his Wife should jointly, at any Time or Times, during their joint Lives, by any Deed or Deeds, Writing or Writings, to be by both of them signed and sealed in the Presence of Two or more credible Witnesses, direct, limit, or appoint; and in Default of such Appointment, to the Use of all and every the Child or Children, whether Sons or Daughters, of the said *Elizabeth Cooksey*, begotten or to be begotten by the said *Holland Cooksey*, or by any other after taken Husband or Husbands; to be divided between such Children (if more than one) Share and Share alike, to take as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Child and Children; and in case any one or more of such Children should happen to die without Issue living at the Death of such Child or Children, then as to the Share or Shares of him, her, or them dying without such Issue, to the Use and Behoof of the others of such Children, equally to be divided between them, and to take in like Manner as Tenants in Common and not as Joint Tenants, and of the several Heirs of their several and respective Body and Bodies issuing; with Remainder to the Use of an only or only surviving Child in Tail; with Remainder to the Use of such Person or Persons, and to and for such Estate and Estates, and upon and under, and subject to such Charges,

Powers, Proviso's, or Conditions, and in such Proportion and Proportions, Manner and Form, as the said *Elizabeth Cooksey* should, notwithstanding her Coverture, from Time to Time, by any Deed or Deeds, Writing or Writings, to be by her signed and sealed in the Presence of Two or more credible Witnesses, declare, limit, or appoint, and subject thereto to the Use of the said *Elizabeth Cooksey*, her Heirs and Assigns for ever; and by the same Indenture the said *Holland Cooksey* covenanted with the said *Edward Wilmot* and *John Perkins*, their Executors, Administrators, and Assigns, that the said *Holland Cooksey*, and all Persons seized or possessed in Trust for him should, at the next Court to be holden in and for the Manors of *Whitstones* and *Claines*, in the said County of *Worcester*, surrender all such Copyhold Lands within the said Manors, or either of them whereof the said *Holland Cooksey*, or any other Person or Persons in Trust for him, was or were seized or possessed, unto the said *Edward Wilmot* and *John Perkins*, their Executors, Administrators, or Assigns, to the Use of such Person and Persons, and for such Estate and Estates, and in such Manner and Form, as the said Freehold Messuages, Farm, Lands, and Hereditaments, were therein-before limited or mentioned, and intended to be limited as therein-before is mentioned and herein-before recited: And whereas the said *Holland Cooksey* departed this

Life in the Lifetime of the said *Elizabeth* his Wife, without having concurred with his said Wife in any Exercise of the Power given or reserved to the said *Holland Cooksey* and *Elizabeth* his Wife jointly as aforesaid: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Tenth and Eleventh Days of *February*, in the Year One thousand seven hundred and ninety-five, and made or expressed to be made between the said *Elizabeth Cooksey*, by her Name and then Description of *Elizabeth Cooksey* of *Braces Leigh*, in the County of *Worcester*, Widow, and Relict of *Holland Cooksey*, theretofore of *The White Ladies*, in the Parish of *Claines* in the same County, but late of *Braces Leigh* aforesaid, Esquire, deceased, of the First Part; *Richard Cooksey*, then of *Braces Leigh* aforesaid, Esquire, since deceased, the Reverend *John Evans* of the Town and County of *Nottingham*, and *Charlotte* his Wife, *Harriot Cooksey* of *Braces Leigh* aforesaid, Spinster, and *Sarah Cooksey* of the same Place, Spinster, (which said *Richard Cooksey*, *Charlotte Evans*, *Harriot Cooksey*, and *Sarah Cooksey*, are therein described to be Four of the Children of the said *Holland Cooksey* by the said *Elizabeth* his Wife), of the Second Part; and *Richard Mugg Mence*, of the City of *Worcester*, Gentleman, of the Third Part: It is witnessed, That, for conveying, assuring, and confirming the Four Fifth Parts or Shares of and in the Messuages, Lands, Tenements, and Hereditaments therein-after mentioned, with the Appurtenances, to the Uses, upon the Trusts, for the Intents and Purposes, and by, with, under, and subject to the Powers, Proviso's, Conditions, Restrictions, Limitations, Declarations, and Agreements therein-after expressed concerning the same; and also, in Consideration of the natural Love and Affection which the said *Elizabeth Cooksey* had and bore for the said *Richard Cooksey* her Son, and also for other Considerations expressed in the same Indenture of Release, the said *Elizabeth Cooksey*, *Richard Cooksey*, *John Evans*, and *Charlotte* his Wife, *Harriot Cooksey*, and *Sarah Cooksey*, did; and each and every of them did, according to their several and respective Estates, Rights, and Interests therein, grant, bargain, sell, alien, release, and confirm unto the said *Richard Mugg Mence*, and to his Heirs and Assigns, Four equal undivided Fifth Parts, the

Death of *Holland Cooksey*.

Indentures of Lease and Release, dated 10th and 11th *February* 1795.

the Whole into Five equal Parts or Shares to be divided, of and in the Messuages, Farm, Lands, and Hereditaments therein described (being the Messuages, Farm, Lands, and Hereditaments comprized in the First herein-before in Part recited Indentures of Lease and Release) to hold the same to the said *Richard Mugg Mence*, his Heirs and Assigns, to the Uses herein-after declared and therein-after mentioned concerning the same; and by the same Indenture of Release, and by Way of further Assurance, the said *Elizabeth Cooksey*, *John Evans*, *Richard Cooksey*, *Harriot Cooksey*, and *Sarah Cooksey*, covenanted with the said *Richard Mugg Mence*, his Heirs and Assigns, to levy a Fine, *sur Conuzance de Droit come ceo*, of the same Four Fifth Parts of the said Hereditaments, with a Declaration and Agreement that the said Fine and other Assurances therein mentioned should enure as to One of the said Four Fifth Parts or Shares of and in the said Messuages, Farm, Lands, Hereditaments, and Premises, and their Appurtenances, to the Use of the said *Richard Cooksey*, his Heirs and Assigns for ever; and as to the other Three Four Fifth Parts or Shares of and in the said Hereditaments and Premises, and their Appurtenances, to the Use of the said *Elizabeth Cooksey* and her Assigns, for the Term of her natural Life, without Impeachment of or for any Manner of Waste, except such wilful Waste as therein mentioned; with Remainder, as to One of the said Three last-mentioned Four Fifth Parts or Shares of and in the said Hereditaments and Premises, and their Appurtenances, to the Use of such Person and Persons, and for such Estate and Estates, upon such Trusts, and for such Intents and Purposes, and subject to, by, with, and under such Powers, Provisoos, Restrictions, and Limitations, and with such Remainders over, and charged and chargeable with such gross yearly or other Sum and Sums of Money, and in such Manner, as the said *John Evans* and *Charlotte* his Wife, at any Time or Times thereafter during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, and with or without noticing or referring to the Indenture of Release now in Recital, to be sealed and delivered by them both in the Presence of, and to be attested by Two or more credible Witnesses, should jointly limit, direct, or appoint; and in Default of such joint Limitation, Direction, or Appointment, and subject thereto, to the Use of the said *Charlotte Evans*, her Heirs and Assigns for ever; and as to One other of the said Three last-mentioned Four Fifth Parts or Shares, of and in the said Hereditaments and Premises, and their Appurtenances, to the Use of the said *Harriot Cooksey*, her Heirs and Assigns for ever; with Remainder, as to the remaining Four Fifth Parts or Shares of and in the said Hereditaments and Premises, and their Appurtenances, to the Use of the said *Sarah Cooksey*, her Heirs and Assigns for ever: And by the same Indenture of Release it is further witnessed, That the said *Elizabeth Cooksey*, *Richard Cooksey*, *John Evans*, *Harriot Cooksey*, and *Sarah Cooksey*, covenanted with the said *Richard Mugg Mence*, his Executors, Administrators, and Assigns, that they the said *Elizabeth Cooksey*, *Richard Cooksey*, *John Evans*, and *Charlotte* his Wife, *Harriot Cooksey*, and *Sarah Cooksey*, should surrender into the Hands of the Lords of the said Manors, according to the Custom of the same Manors, to the Use of the said *Richard Mugg Mence*, his Heirs and Assigns, all those Four equal undivided Fifth Parts or Shares of and in certain Copyhold or Customary Premises therein described, being the Copyhold or Customary Premises described in the first herein-before in Part recited Indenture of Release, and thereby covenanted to be settled or surrendered; with an Agreement, that as soon as the said

Richard

Richard Mugg Mente, or his Heirs, should be admitted to the said Four Fifth Parts, he and his Heirs should stand and be seised thereof, and should permit and suffer the same Four Fifth Parts of and in the same Copyhold or Customary Premises, to be held and enjoyed by such Person or Persons, for such Estate and Estates, and with such Limitations and Remainders over, as the said Four Fifth Parts or Shares of and in the said Freehold Hereditaments and Premises, by virtue of the Uses thereinbefore declared concerning the same, stood, by the now reciting Indenture of Release, limited unto or upon such Trusts as would best correspond with the said Uses, or as far as the Circumstances of the Case and Equity would permit: And whereas a Fine was in or as of *Hilary Term*, in the Thirty-fifth Year of the Reign of His present Majesty, duly levied by the said *Elizabeth Cooksey*, *Richard Cooksey*, *John Evans*, *Charlotte* his Wife, *Harriot Cooksey*, and *Sarah Cooksey*, to the said *Richard Mugg Mente*, of the said Four Fifth Parts of all the said Freehold Hereditaments, pursuant to the Covenant in that Behalf contained in the said last herein-before in Part recited Indenture of Release: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Nineteenth and Twentieth Days of *February*, in the Year One thousand seven hundred and ninety-five, and made or expressed to be made between the said *Richard Cooksey* of the One Part, and *William Dowdeswell*, then of the *Inner Temple, London*, Esquire, and the said *Thomas Blayney* of the other Part, the said *Richard Cooksey* did grant, bargain, sell, alien, release, and confirm unto the said *William Dowdeswell* and *Thomas Blayney*, their Heirs and Assigns, all that the said Fifth Part or Share of the said *Richard Cooksey* of and in all the said Freehold Hereditaments, with the Appurtenances, to hold the same unto and to the Use of the said *William Dowdeswell* and *Thomas Blayney*, their Heirs and Assigns, upon Trusts, by the now reciting Indenture of Release declared and herein-after in Part recited concerning the same; and by the same Indenture the said *Richard Cooksey* covenanted with the said *William Dowdeswell* and *Thomas Blayney*, their Heirs, Executors, Administrators, and Assigns, that he the said *Richard Cooksey*, his Heirs, Executors, and Administrators, would, at the next Court Baron to be held for the said Manors of *Whistones* and *Claines*, surrender into the Hands of the Lords of the said Manors, according to the Custom of the said Manors, to the Use of the said *William Dowdeswell* and *Thomas Blayney*, their Heirs and Assigns, the said Fifth Part of the said *Richard Cooksey* of and in all the said Copyhold and Customary Premises, for the then subsisting Lives and Life; and by the same Indenture of Release it was declared and agreed, that the said Fifth Part of and in the said Freehold and Copyhold Premises should be held by them the said *William Dowdeswell* and *Thomas Blayney*, their Heirs and Assigns, upon Trust, in the First Place, that they the said *William Dowdeswell* and *Thomas Blayney*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should make Sale and absolutely dispose of the said last-mentioned Fifth Part or Share, with the Appurtenances, for the most Money, and the best Price or Prices, that could reasonably be obtained for the same, unto any Person or Persons who should think fit to be a Purchaser or Purchasers thereof, and should pay, apply, and dispose of all such Sum, and Sums of Money as should come to the Hands of them, or any of them, by such Sale or Disposition as aforesaid, and by the Rents, Issues, and Profits of the said respective Fifth Parts or Shares of and in the said Freehold and Copyhold Premises, in the mean Time to and for the Pur-

Fine levied in
Hilary Term,
35 *Geo. III.*

Indentures of
Lease and Re-
lease, dated
19th and 20th
February 1795.

poses therein and herein-after mentioned; (that is to say), should, in the First Place, by and out of the same Sum and Sums of Money, or any Part thereof, (first deducting and paying the Costs and Charges of preparing and executing the now reciting Indenture of Release, and the said Lease for a Year, and of levying a Fine of the said Premises, and all Costs, Charges, Damages, and Expences which the said *William Dowdeswell* and *Thomas Blayney*, or the Survivor of them, or the Heirs or Assigns of such Survivor, might be put unto, suffer, or sustain, in or about the Execution of all or any of the Trusts thereby reposed in them, or any of them), pay and discharge the several Incumbrances then respectively charged upon the said Premises which should be sold, being Incumbrances which are mentioned or referred to as in the First Schedule on the now reciting Indenture indorsed, but in point of Fact no such Schedule was indorsed; and in the next Place should pay off and discharge, *pro Rata*, the several Debts then referred to, as mentioned in the Second Schedule on the same Indenture indorsed, signed by the said *Richard Cooksey*, and due and owing from him to the several Persons named in the same Schedule, or so much of the said Debts as the said Trust Money should extend to satisfy, but in point of Fact no such Schedule was indorsed; and if the same should be more than sufficient to satisfy the said Debts, then upon further Trust that they the said *William Dowdeswell* and *Thomas Blayney*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should account with the said *Richard Cooksey*, his Executors, Administrators, or Assigns, and pay to him or them the Surplus or Remainder of the said Trust Money, with a Provision, that if any of the Creditors named in the Second Schedule indorsed on the now reciting Indenture, should refuse to sign, and give a full and absolute Discharge of the Debts therein mentioned to be due to them respectively, on an Offer of Payment of their respective proportionable Shares of the said Trust Monies, should in the mean Time sue out or prosecute the said *Richard Cooksey* for the Recovery of any Debt due to them respectively, then the said *William Dowdeswell* and *Thomas Blayney*, and the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, might, and they were by the now reciting Indenture of Release authorized and required to retain and keep in their Hands the Share and Proportion of every such Person refusing to sign and give such absolute Discharge, or suing or prosecuting as aforesaid, and to apply the same to increase the Dividends of them who should give such Discharges, and after Payment of their full Debts to pay the Surplus of such Monies to the said *Richard Cooksey*, his Executors, Administrators, or Assigns, and with the usual Provision for the Indemnity of Purchasers paying their Purchase Money into the Hands of the said *William Dowdeswell* and *Thomas Blayney*, or the Survivor of them, or the Heirs of such Survivor: And whereas the said *Richard Cooksey* departed this Life in the Month of *March* One thousand seven hundred and ninety-eight, intestate, and without having been married, and without leaving any Personal Estate, and leaving *Mary Cooksey* and the said *Charlotte Evans*, *Harriot Cooksey*, and *Sarah Cooksey*, his Sisters and Coheirs: And whereas, with a View of making a Partition of the said Freehold and Copyhold Lands, and of having an Allotment of Part thereof in Severalty, in lieu of an undivided Fifth Part of the same, a Writ of Partition was, in or as of *Trinity* Term in the Year One thousand seven hundred and ninety-six, prosecuted by the said *William Dowdeswell* and *Thomas Blayney* against the said *Elizabeth Cooksey*, and upon that

Writ

Writ Judgement was obtained by the said *William Dowdeswell* and *Thomas Blayney* against the said *Elizabeth Cooksey*, that a Partition should be made, and certain Lands, Parcel of the said Freehold and Copyhold Lands, were allotted to the said *William Dowdeswell* and *Thomas Blayney*, and their Heirs, in Severalty, upon an Inquisition taken by the Sheriff of the County of *Worcester*; and on the Return of that Inquisition, the Partition so made was confirmed by a final Judgement obtained upon the said Writ of Partition; and it is apprehended the said Partition was void as to the said Copyhold Lands; and that as to the said Freehold Lands and Hereditaments, the same determined on the Death of the said *Elizabeth Cooksey*: And whereas the said *Elizabeth Cooksey* departed this Life on or about the Sixteenth Day of *November*, in the Year One thousand seven hundred and ninety-eight; and the said *Mary Cooksey*, *Charlotte Evans*, *Harriot Cooksey*, and *Sarah Cooksey*, together with the said *Richard Cooksey*, were the only Children of the said *Elizabeth Cooksey*: And whereas the said *Sarah Cooksey* did, in or about the Month of *October* in the Year One thousand seven hundred and ninety-seven, intermarry with, and is now the Wife of *Thomas Yeates*: And whereas by Indenture, bearing Date on or about the Thirteenth Day of *October*, in the Year One thousand seven hundred and ninety-seven, and made or expressed to be made between the said *Sarah Yeates*, by her then Name of *Sarah Cooksey*, of the First Part; the Reverend *George Thomas*, Rector of *Doverdale* in the said County of *Worcester*, and *Herbert Brace*, of *Essex Court* in the *Middle Temple, London*, Gentleman, of the Second Part; and the said *Thomas Yeates*, then of *Charles Street* within the Liberty of *Westminster* in the County of *Middlesex*, Mariner, of the Third Part; (being the Settlement made on the Marriage then intended to be, and which was afterwards solemnized between the said *Thomas Yeates* and *Sarah Cooksey*, now his Wife); the said *Sarah Yeates*, by and with the Consent and Approbation of the said *Thomas Yeates*, did grant, bargain, sell, release, and confirm unto the said *George Thomas* and *Herbert Brace*, all that the Remainder or Reversion in Fee Simple of her the said *Sarah Yeates*, expectant upon the Decease of the said *Elizabeth Cooksey* her Mother; and in the Event of her the said *Sarah Yeates* being then living, of and in the therein and herein-before mentioned One undivided Fifth Part or Share of and in the therein and herein-before mentioned Estate, to which the said *Sarah Yeates* would become entitled as therein and herein-before is mentioned, on the Death of the said *Elizabeth Cooksey* her Mother; and also all other Property, of what Nature or Kind soever, which she might be or become entitled to on the Death of her said Mother, by virtue of the Deed of Settlement therein-before referred to and herein-before recited, or by the Will of her said Mother or otherwise, and all other Property, of what Nature or Kind soever, to which the said *Sarah Yeates* then was or might thereafter become entitled by virtue of any Deed or Deeds, Instrument or Instruments, Cause or Causes, Title or Titles, then subsisting, to hold the same unto and to the Use of the said *George Thomas* and *Herbert Brace*, their Heirs, Executors, Administrators, and Assigns for ever, according to the Effect, Nature, and Quality of the Property thereby respectively conveyed and assigned, upon Trust, after the Solemnization of the then intended Marriage, that they the said *George Thomas* and *Herbert Brace*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should, by Mortgage, Sale, or other Disposition of a sufficient Part of the said Freehold Estate and Premises, raise and levy such

Indenture,
dated 13th
October 1797.

such Sum or Sums of Money as the said *Thomas Yeates* and *Sarah* his Wife should be compelled or obliged to pay for or in respect of the Sum of Two hundred Pounds, and the Interest thereof, secured by the joint and several Bond of the said *Sarah Yeates*, and her Mother the said *Elizabeth Cooksey*, and her Sister *Harriet Cooksey*, to the said *Thomas Blayney*; and the further Sum of Seventy-five Pounds Eleven Shillings, by a joint Warrant of Attorney, to Mr. *Thomas Attwood*, of *Henrietta Street Covent Garden* in the County of *Middlesex*, (who has since assigned his Security to *Thomas Bird* herein-after named), and also raise and levy One Fourth, or such other greater Part as should be necessary, for any Charges or Expences attending the obtaining, or endeavouring to obtain, any Partition of the said Freehold Estate by Act of Parliament, Suit in Chancery, or otherwise; and upon further Trust to receive and pay the Rents, Issues, Profits, and Proceeds of the said Trust Estate and Premises, or of so much thereof as should not have been sold or disposed of for the Purposes aforesaid, into the Hands of the said *Sarah Cooksey*, for her sole and separate Use during her natural Life, free from the Controul, and not to be liable to or charged with the Debts of the said *Thomas Yeates* or any future Husband, and from and after the Death of the said *Sarah Yeates*, then to pay the same to the said *Thomas Yeates*, if he should survive the said *Sarah Yeates*; and from and after the Death of the Survivor of the said *Thomas Yeates* and *Sarah Yeates*, upon Trust to convey, transfer, and make over all the said Trust Estate and Premises, or so much thereof, as should not have been sold or disposed of for answering the Purposes aforesaid, unto and to the Use of all such Children, whether Male or Female, on the Body of the said *Sarah Yeates* by the said *Thomas Yeates* to be begotten, as should be living at the Time of the Death of the Survivor of the said *Thomas Yeates* and *Sarah Yeates*, and their respective Heirs, Executors, Administrators, and Assigns, equally Share and Share alike; provided, that no Child of the Body of the said *Sarah Yeates* by the said *Thomas Yeates* begotten, should have died before the Survivor of the said *Thomas Yeates* and *Sarah Yeates*, leaving a Child or Children lawfully begotten living at the Time of the Death of such Survivor; but if any such Child or Children of the said *Thomas Yeates* and *Sarah Yeates* should die before such Survivor, leaving a Child or Children lawfully begotten, who should be living at the Time of the Death of such Survivor, then in Trust that such last-mentioned Child or Children should be entitled to, and have conveyed to his or their Use, such Share or Shares of the said Premises, as his, her, or their Parent or Parents would have been entitled to, had such Parent or Parents survived the Survivor of the said *Thomas Yeates* and *Sarah Yeates*, in the Course of Representation to such Parent or Parents, deceased; and in Default of Issue of the said *Thomas Yeates* and *Sarah Yeates*, or of a Child or Children of such Issue lawfully begotten, living at the Time of the Death of such Survivor, then in Trust for such Person or Persons, and in such Parts, Shares, and Proportions, Manner, and Form, as the said *Sarah Yeates*, at any Time or Times, and from Time to Time during her Life, whether Covert or Sole, and notwithstanding any Coverture, by any Deed or Deeds, Writing or Writings, under her Hand and Seal, to be executed by her in the Presence of, and to be attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, to be by her signed, sealed, and published

in the Presence of, and to be attested by Three or more credible Witnesses, should direct, limit, or appoint, give, or bequeath the same, and subject thereto in Trust for the nearest Relations of the said *Sarah Yeates* who should be living at the Time of her Death, and should bear or take the Surname of *Cooksey*, and his, her, or their Heirs, Executors, Administrators, and Assigns, according to the different Natures of the said Premises thereby conveyed and assured, with a Declaration and Agreement that it should be lawful for the said *George Thomas* and *Herbert Brace*, or the Survivor of them, his Heirs, Executors, or Administrators, with the Consent and Approbation of the said *Sarah Yeates*, to sell and dispose of, or to join in any Partition or Division of the Entireties of the said Real Estate, and also to sell, dispose of, and convey any other of the said Trust Property, and to place out the Monies arising by any Sale or Disposition of the said Trust Estate and Premises, or any Part thereof, or otherwise arising from the same, upon any Publick or Real Security or Securities at Interest, or invest the same, or any Part thereof, in the Purchase of Stock in any of the Publick Companies or Funds, subject to the Trusts aforesaid, and with such Approbation as aforesaid; and so from Time to Time to call in such Monies so lent or placed out on Securities as aforesaid, or to sell and dispose of such Stock so to be purchased as aforesaid, or any Part thereof, as often as they should think fit, with such Approbation as aforesaid; and that the Receipt and Receipts of the said *George Thomas* and *Herbert Brace*, or the Survivor of them, or of the Heirs, Executors, or Administrators of such Survivor, should be a good and effectual Discharge and Discharges to any Purchaser or Purchasers, Mortgagee or Mortgagees, of all or any Part of the said Trust Estates; and that such Purchaser or Purchasers, Mortgagee or Mortgagees, should not afterwards be liable to see to the Application of the Purchase or Mortgage Money, or be answerable for the Non-application or Mis-application thereof; and also that it should be lawful for the said *George Thomas* and *Herbert Brace*, and the Survivor of them, and his Heirs, to make or join in making any Lease or Leases of the said Real Estate for Twenty-one Years in Possession, at Rack Rents, upon the usual Terms of granting such Leases: And whereas there hath been no Child, or only a still-born Child, of the Marriage of the said *Thomas Yeates* and *Sarah* his Wife: And whereas a Commission of Lunacy was lately awarded against the said *Mary Cooksey*, and she was found and duly declared a Lunatick; and *Richard Ingram*, of the Tything of *Whistones* in the Parish of *Claines* aforesaid, Esquire, and *Benjamin Johnson*, of the Parish of *Leigh* in the said County of *Worcester*, Esquire, have been appointed the Committees of the Person and Estate of the said *Mary Cooksey*; And whereas the said *William Dowdeswell* hath lately departed this Realm, and is gone to the *East Indies* as a practising Barrister, and his Return is not expected for a considerable Length of Time: And whereas, by reason of the Absence of the said *William Dowdeswell*, the Trusts reposed in him as aforesaid remain unperformed, and cannot be carried into Effect: And whereas a Meeting of the Creditors of the said *Richard Cooksey* was called, by publick Notice in the Provincial Paper usually and most generally circulated in the said County of *Worcester*, namely *The Worcester Journal*, and in the *London Gazette*, and in pursuance of that Notice was held at the *Talbot* in the Tything, in the Parish of *Claines* aforesaid, in the County but near the City of *Worcester*, on the Third Day of *March* last past in the present Year One thousand eight hundred: And whereas by a Deed Poll or Instrument in Writing, under the Hands and Seals of the several

[Loc. & Per.]

Deed Poll,
dated 3d
March 1800.

Creditors of the said *Richard Cooksey* or as many of the same Creditors as can be ascertained, and bears Date on or about the Third Day of *March* One thousand eight hundred, after reciting, among other Things, that it was apprehended a Trustee could not regularly be substituted in the Place of the said *William Dowdeswell*, or an effectual Partition made of the said Freehold and Copyhold Lands, without an Act of Parliament obtained for those Purposes; and after reciting that the said Creditors were desirous that *Thomas Bird* of the City of *Worcester*, Gentleman, should be a Trustee in the Stead or Place of the said *William Dowdeswell*, for all the Purposes for which the said *William Dowdeswell* was a Trustee, under or by virtue of the Trusts of the therein mentioned and herein-before recited Indentures of Lease and Release, and with all the Powers and Authorities thereby given to the said *William Dowdeswell*; and that an Act of Parliament should be applied for, and, if Parliament in its Wisdom should think fit, be obtained, for the Purpose of substituting the said *Thomas Bird* to be a Trustee in the Stead or Place of the said *William Dowdeswell*, and for the Purpose of making such Partition; and that the said *Thomas Bird*, jointly with the said *Thomas Blayney*, should be authorized to enter into any Agreement for making such Partition, and obtaining an Act of Parliament for confirming the same; the several Persons who, by themselves or their Agents, had executed or should execute the now reciting Deed Poll, did, as far they lawfully might or could, thereby consent, direct, and agree, that the said *Thomas Bird* should be a Trustee, for all the Purposes of the said Indentures of Lease and Release of the Nineteenth and Twentieth Days of *February*, in the Year One thousand seven hundred and ninety-five, in the Place and Stead of the said *William Dowdeswell*, jointly with the said *Thomas Blayney*; and that an Act of Parliament should be applied for, and, if Parliament in its Wisdom should think fit, be obtained, for substituting the said *Thomas Bird*, his Heirs, Executors, Administrators, and Assigns, to be a Trustee or Trustees in the Place or Stead of the said *William Dowdeswell*, his Heirs, Executors, Administrators, and Assigns, for all the Purposes for which the said *William Dowdeswell*, his Heirs, Executors, Administrators, and Assigns, was and were named and appointed to be a Trustee or Trustees under or by virtue of the Trusts, and for the Purposes of the same Indentures, and as fully and effectually, to all Intents and Purposes, as if the Name of the said *Thomas Bird* had been inserted in the said last mentioned Indentures of Lease and Release, and in all Surrenders, if any made, in pursuance of the Covenant contained in the same Indenture of Release, in the Stead or Place of the Name of the said *William Dowdeswell*: And farther, that the legal Estate, if any then vested in the said *William Dowdeswell*, his Heirs, Executors, Administrators, or Assigns, might be divested, by Force of the said Act of Parliament, out of the said *William Dowdeswell*, his Heirs, Executors, Administrators, and Assigns, and vested in the said *Thomas Bird*, his Heirs, Executors, Administrators, and Assigns, jointly with the said *Thomas Blayney*, his Heirs, Executors, Administrators, and Assigns: And farther, that a Partition should or might be made of the said Freehold and Copyhold Lands and Hereditaments, and that an Act of Parliament should be solicited for the Purpose of accomplishing and perfecting such Partition, and giving full and complete Effect to the same; and that the said *Thomas Blayney* and *Thomas Bird*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should be competent, and have full Power, either before or after such Act of Parliament

should be obtained, and he and they was and were authorized, if he or they should think fit; to enter into any Agreement concerning such Partition, and, if deemed expedient, to fix on the Allotment which should be made between himself or themselves, and the other Person or Persons interested in or entitled to the said Lands and Hereditaments: And whereas by Indenture of Six Parts, bearing Date on or about the Fifth Day of *March*, in the Year One thousand eight hundred, and made or expressed to be made between the said *Thomas Blayney* and *Thomas Bird* of the First Part; the said *Richard Ingram* and *Benjamin Johnson* of the Second Part; the said *Harriot Cooksey* of the Third Part; the said *George Thomas* and *Herbert Brace* of the Fourth Part; the said *Thomas Yeates* and *Sarah* his Wife of the Fifth Part; and the said *John Evans* and *Charlotte* his Wife of the Sixth Part; it is witnessed, and the several Persons, Parties thereto, did thereby covenant and agree, that the therein and herein-before mentioned Messuages, Lands, Tenements, and Hereditaments should, if Parliament in its Wisdom should think fit, and an Act could be obtained for that Purpose, be divided between the Parties in Manner and in the Allotments therein mentioned, or thereby referred to; and that they respectively, and their respective Heirs, Executors, Administrators, and Assigns, should, on their respective Parts, make, do, execute, and consent to all Acts whatsoever which should be necessary for the Purpose of obtaining an Act of Parliament for carrying the said intended Partition into Effect, and if an Act could be obtained for that Purpose, for substituting the said *Thomas Bird* to be a Trustee in the Place or Stead of the said *William Dowdeswell*, and for settling the respective Allotments of the said Messuages, Farms, Lands, Tenements, and Hereditaments, upon the same or the like Uses, and for the Benefit of the same Persons, and under and subject to the same or the like Powers, Provisoos, Declarations, and Agreements, as the respective Shares of the same Messuages, Lands, Tenements, and Hereditaments, in lieu of which the said several Allotments were intended to be made, then respectively stood limited, settled, or assured, or as near thereto as might be, on substituting the said *Thomas Bird* to be a Trustee in the Place or Stead of the said *William Dowdeswell*: And whereas the said last in part recited Agreement was founded on a Supposition, that the said *Mary Cooksey* was entitled to One Fourth Part of the said Freehold and Copyhold Lands and Hereditaments, and that the other Parties were entitled to the remaining Three Fourth Parts in equal Shares; but it appearing that the said *Mary Cooksey* and the other Parties were entitled to the said Freehold Lands in equal Fifth Parts, and that the said *Mary Cooksey* is entitled to One Fourth Part of the said Copyhold Lands, and that the remaining Three Fourth Parts thereof belong to the said Trustees of the Settlement made by the said *Richard Cooksey* and to the said *John Evans* and *Charlotte* his Wife, and to the said *Harriot Cooksey*, and to the said Trustees of the Settlement made by the said *Sarah Yeates*, in equal Shares, subject nevertheless to a contingent Estate or Interest in the said *Mary Cooksey* in each of the same Shares of the said Copyhold Lands; and that the Allotment of the said Copyhold Lands to the said Trustees of the Settlement made by the said *Richard Cooksey*, and to the said *John Evans* and *Charlotte* his Wife, and to the said *Harriot Cooksey*, and to the said Trustees of the Settlement made by the said *Sarah Yeates*, ought to be subject to such Estate and Interest as the said *Mary Cooksey* may eventually be entitled to therein, the Parties to the said Agreement are desirous and have determined to correct the Error made in the said Division, and have

Indenture
dated 5th
March 1800.

The last re-
cited Agree-
ment founded
in Error.

No Surrender
has been made
of the Copy-
hold Estate.

Parties de-
sireous that
Partitions
should be ef-
fected, and a
Trustee be ap-
pointed in-
stead of
*William Dow-
deswell.*

Partition of
the Estates.

have agreed on an Allotment and Partition of the said Lands and Hereditaments, as the same Allotments are described and set forth in the Schedule hereunto annexed: And whereas no Surrender has been made of the said Copyholder Customary Premises, or any of them, in pursuance or performance of the said several herein-before in part recited Covenants, or any of them: And whereas all the said Parties to the last herein-before in part recited Indenture are desirous that their Agreement for a Partition should be carried into Effect, and they, and also the said Creditors of the said *Richard Cooksey*, are desirous that the said *Thomas Bird* should be substituted as a Trustee in the Place or Stead of the said *William Dowdeswell* as aforesaid: And inasmuch as an effectual Partition cannot be made without the Aid of Parliament, by reason of the Lunacy of the said *Mary Cooksey*, and the Absence of the said *William Dowdeswell* in Parts beyond the Seas, and also by reason that Part of the said Lands are of Copyhold Tenure; and also inasmuch as the Trust created by the said *Richard Cooksey* cannot be performed on Account of the Absence of the said *William Dowdeswell* beyond the Seas; Therefore Your Majesty's most loyal Subjects, the said *Thomas Blayney* and *Thomas Bird*, on Behalf of themselves and the Creditors of the said *Richard Cooksey* deceased; and also the said *Richard Ingram* and *Benjamin Johnson*, the Committees of the Person and Effects of the said *Mary Cooksey* the Lunatick, on Behalf of the said Lunatick; and also the said *John Evans* and *Charlotte* his Wife; *Harriot Cooksey*, *Thomas Yeates* and *Sarah* his Wife; and the said *George Thomas* and *Herbert Brace*, as Trustees under and for the Purposes of the Settlement made on the Marriage of the said *Thomas Yeates* and *Sarah* his Wife: Do most humbly beseech Your most Excellent 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 Parliament assembled, and by the Authority of the same, That all those Closes or Pieces of Land called *Flag Closes* or *White Ladies*, situate in the said Parish of *Claines*, containing by Admeasurement Seven Acres Two Roods and Thirty-three Perches, or thereabouts; and also, all that Piece of Freehold Land in *Windmill Field*, in the Parish aforesaid; containing by Admeasurement One Acre and Twenty-seven Perches; or thereabouts; and also, all that Piece or Parcel of Land in the same Field, called or known by the Name of *Twopenny Croft Acres*, containing by Admeasurement Three Acres Three Roods and Two Perches; and also, all that Piece or Parcel of Land situate, lying, and being in a certain Field, called *Pitchcroft Ham*, in the same Parish, containing by Admeasurement Four Acres Two Roods and Nineteen Perches; or thereabouts, be the same more or less, with the Appurtenances (being the Freehold and Copyhold Lands described in that Part of the Schedule hereunto annexed, which is intituled, *A Particular of the Lands and Hereditaments allotted to and for Thomas Blayney and Thomas Bird*, marked Number One, shall henceforth belong to and be held in Severalty by the said *Thomas Blayney* and *Thomas Bird*, their Heirs and Assigns, according to the Nature and Quality of the Tenure of the same Lands and Hereditaments respectively, upon the same or the like Trusts, and for the same or the like Ends, Intents, and Purposes, as by the said Indentures of Lease and Release, bearing Date respectively on or about the Nineteenth and Twentieth Days of *February* One thousand seven hundred and ninety-five, were expressed and declared of and concerning the Part or Share of the said *Richard Cooksey*, of and in all the said Freehold and Copyhold Lands and Hereditaments,

Hereditaments, subject nevertheless, and without Prejudice as to the said *Mary Cooksey*, to any Estate or Interest which she can or may claim at Law or in Equity of, in, to, or out of the same Copyhold Lands and Hereditaments, by reason of the Death of each, any, or either of them the said *Charlotte Evans*, *Harriott Cooksey*, and *Sarah Yeates* respectively, without Issue living at her Death; and that all those Three several Pieces or Parcels of Land situate in the same Parish, and called or known by the Names of *The First Flag Field*, *Second Flag Field*, and *Third Flag Field*, containing together by Admeasurement Sixteen Acres and Twenty Perches, or thereabouts; and also, all that Piece of Land situate in *Frogmore's Field*, and containing by Admeasurement Five Acres Two Roods and Ten Perches, bounded on the South in Part by the said *Third Flag Field*, and in Part nearer towards the Southern End thereof by Part of the same *Frogmore Field*, allotted to the said *George Thomas* and *Herbert Brace*, on the West Part by the said *Third Flag Field*, and on other Part by the *Second Flag Field*, with their Appurtenances, being the Freehold and Copyhold Lands described in that Part of the Schedule hereunto annexed, which is intituled, *A Particular of the Lands and Hereditaments allotted to and for Mary Cooksey, Spinster*, marked N^o 2. shall henceforth belong to and be held in Severalty by the said *Mary Cooksey*, and the Heirs of her Body, according to the Nature and Quality of the Tenure of the same Lands and Hereditaments respectively, and with the same or the like Limitations and Remainders over, as the Part or Share of the said *Mary Cooksey*, of and in the said settled Freehold and Copyhold Lands and Hereditaments, stood limited immediately before the passing this Act of Parliament: And that all that Meadow situate in the same Parish of *Claines*, and called by the Name of *Flag Meadow*, containing by Admeasurement Eight Acres Two Roods and Twenty-four Perches, or thereabouts; and also, all that Piece of Copyhold Land in *Windmill Field* in the said Parish, containing by Admeasurement Four Acres Three Roods and Twenty-two Perches, or thereabouts; and also, all those other Pieces of Land in the same Parish, called *Twopenny Croft Acre* and *White Acre*, containing by Admeasurement One Acre One Rood and Nineteen Perches; and also, all that Piece of Land in the same Field called *The Half Acre*, containing by Admeasurement Eighteen Perches or thereabouts, being the Freehold and Copyhold Lands and Hereditaments described in that Part of the Schedule hereunto annexed, which is intituled, *A Particular of the Lands and Hereditaments allotted to and for John Evans and Charlotte his Wife*, marked N^o 3. shall henceforth belong to and be held in Severalty by the said *John Evans* and *Charlotte* his Wife, in Right of the said *Charlotte*, and for the same or the like Estates, and with, under, and subject to the same or the like Powers, Provisoos, Declarations, Limitations, and Remainders over, as by the said Indentures of Lease and Release, bearing Date respectively on or about the Tenth and Eleventh Days of *February* One thousand seven hundred and ninety-five, were expressed and declared of and concerning the Part or Share of the said *Charlotte Evans*, of and in the said settled Lands and Hereditaments, or as near thereto as may be, and the Deaths of Parties, the Change of Interests, and other intervening Circumstances will admit; subject nevertheless, and without Prejudice as to the said *Mary Cooksey*, to any Estate or Interest which she can or may claim at Law or in Equity, of, in, to, or out of the same Copyhold Lands and Hereditaments, by reason of the Death of the said *Charlotte Evans*, without leaving Issue living at her

Death: And that all that Capital Messuage or Tenement, together with the Dwelling House adjoining thereto, and Outbuildings, Garden, and Premises to the same respectively belonging, called *The Shrubbery*, and situate in the same Parish; and also, all that Piece or Parcel of Land lying behind the same, and containing by Admeasurement Two Acres Three Roods and Three Perches, or thereabouts, with their Appurtenances, being the Freehold and Copyhold Lands and Hereditaments described in that Part of the Schedule hereunto annexed, which is intituled, *A Particular of the Lands and Hereditaments allotted to and for Harriot Cooksey*, marked N^o 4. shall henceforth belong to and be held in Severalty by the said *Harriot Cooksey*, her Heirs and Assigns, according to the Nature and Quality of the Tenure of the same Lands and Hereditaments respectively, subject nevertheless and without Prejudice as to the said *Mary Cooksey*, to any Estate or Interest which she can or may claim at Law or in Equity, of, in, to, or out of the same Copyhold Lands and Hereditaments by reason of the Death of the said *Harriot Cooksey* without leaving Issue living at her Death: And that all that Messuage or Tenement, together with the Buildings, Offices, Garden, and Premises thereunto belonging, called *Molands or Barbourn Farm*, late in the Occupation of the said *Thomas Yeates*, situate and being in the said Parish of *Claines*; and also, all that Piece or Parcel of Land situate in *Windmill Field* aforesaid, called *The Half Acre*, containing by Admeasurement One Rood and Eighteen Perches, or thereabouts; and also, all that Piece or Parcel of Land in the same Parish, called *The Sling*, and containing by Admeasurement Two Acres and Thirty-three Perches, or thereabouts; and also, all that Piece or Parcel of Land situate in the said Field called *Frogmore's Field*, and containing by Admeasurement One Rood or thereabouts, abutting upon the Southern Part of the East End of the said Field called *The Third Flag Field*, with their Appurtenances, being the Freehold and Copyhold Lands and Hereditaments described in that Part of the Schedule hereunto annexed, which is intituled, *A Particular of the Lands and Hereditaments allotted to and for George Thomas and Herbert Brace, as Trustees under the Settlement made on the Marriage of Sarah Yeates and Thomas Yeates her Husband*, marked N^o 5. shall henceforth belong to and be held in Severalty by the said *George Thomas* and *Herbert Brace*, their Heirs and Assigns, according to the Nature and Quality of the Tenure of the same Lands and Hereditaments respectively, upon the same or the like Trusts, and for the same or the like Ends, Intents, and Purposes, as by the said Indenture, bearing Date on or about the Thirteenth Day of *October* One thousand seven hundred and ninety-seven, were expressed and declared of and concerning the Part or Share of the said *Sarah Yeates* of and in the said settled Freehold and Copyhold Lands and Hereditaments; subject nevertheless and without Prejudice as to the said *Mary Cooksey* to any Estate or Interest which she has or can or may claim at Law or in Equity, of, in, to, or out of the same Copyhold Lands and Hereditaments by reason of the Death of the said *Sarah Yeates* without Issue living at her Death: And that the Allotments made to the said Parties respectively shall be in lieu of and in full Recompence and Satisfaction of the several and respective Shares of the same Persons respectively, and all Persons whomsoever claiming by, from, or under them respectively, of and in all the Freehold and Copyhold Lands and Hereditaments comprized in the Schedule hereunto annexed, and of which Allotments have been made as herein-before is mentioned or referred to; subject nevertheless

theless and without Prejudice as to the said *Mary Cooksey* as aforesaid: And further, that the Allotments made to or for the said Parties respectively, shall, immediately after the passing of this Act, be exonerated and discharged of and from all the Uses, Trusts, Estates, Powers, Provisoos, Limitations, Declarations, and Agreements, which at any Time or Times heretofore have been limited, expressed, and declared, of and concerning the Part and Share, or several and respective Parts and Shares heretofore belonging to the other or others of the said Parties respectively, except as to the said *Mary Cooksey* as aforesaid.

II. And be it further enacted by the Authority aforesaid, That immediately after the passing of this Act, the Persons respectively to whom Allotments are made of Part of the said Copyhold or Customary Lands and Premises, and all Persons claiming under them respectively, shall contribute and pay a Part of the Customary Rent to be paid, and the Heriots to be rendered, and of the Duties, Suits, and Services to be performed in respect of the said Copyhold or Customary Lands and Premises respectively, in Proportion to their said respective Shares of and in the said Copyhold Lands and Hereditaments respectively.

Apportionment of Payment of Customary Rents, Duties, etc.

III. And be it further enacted by the Authority aforesaid, That immediately after passing this Act, the said *Thomas Bird*, his Heirs, Executors, Administrators, and Assigns, shall be a Trustee and Trustees, for all the Purposes of the said Indentures of Lease and Release, bearing Date respectively on or about the Nineteenth and Twentieth Days of February One thousand seven hundred and ninety-five, in the Place and Stead of the said *William Dowdeswell*, and jointly with the said *Thomas Blayney*, as fully and effectually, to all Intents and Purposes, and in the same Manner, and with the same Powers, as if the said *Thomas Bird*, his Heirs, Executors, Administrators, and Assigns, was and were named and appointed to be a Trustee or Trustees in or by the same Indentures of Lease and Release, and under or by virtue of the Trusts, and for the Purposes of the same Indentures of Lease and Release, and as fully and effectually, to all Intents and Purposes, as if the Name of the said *Thomas Bird* had been inserted in the said Indentures of Lease and Release, and in all Surrenders, if any made, in pursuance of the Covenant contained in the same Indenture of Release, in the Stead and Place of the Name of the said *William Dowdeswell*: And further, that the legal Estate, and all other Estates whatsoever, if any, now vested in the said *William Dowdeswell*, his Heirs, Executors, Administrators, or Assigns, of and in the said Part or Share of the said *Richard Cooksey*, of and in the said Freehold and Copyhold Lands and Hereditaments, shall be, and the same is hereby divested out of the said *William Dowdeswell*, his Heirs, Executors, Administrators, and Assigns, and vested in the said *Thomas Bird*, his Heirs, Executors, Administrators, and Assigns, jointly with the said *Thomas Blayney*, his Heirs, Executors, Administrators, and Assigns, subject nevertheless and without Prejudice to the Partition agreed on as aforesaid, and the Allotments hereby made in pursuance of the same Agreement, and for the Purpose of carrying the same Agreement into Effect, and subject to the same or the like Trusts, and for the same or the like Ends, Intents, and Purposes, as by the said Indenture of Release, bearing Date on or about the Twentieth Day of February One thousand seven hundred and ninety-five, were expressed and declared of and concerning the said Part or Share of the said *Richard Cooksey*,

Thomas Bird appointed a Trustee in the Stead of *William Dowdeswell*.

Cooksey, of the said Freehold and Copyhold Lands and Hereditaments, or such and so many of them as are now existing and capable of taking Effect.

No Trustee to be divested except *William Dowdeswell*.

IV. Provided always, and be it further enacted, That nothing hereinbefore contained shall extend, or be construed to extend, to divest or take from or out of any Trustee or Trustees, if any, of the legal Estate of all or any Part of the said Copyhold or Customary Lands and Hereditaments (other than and except the said *William Dowdeswell*, his Heirs, Executors, Administrators, or Assigns) any Estate of and in all or any Part of the same Copyhold or Customary Lands and Hereditaments which is now vested in him, her, or them, but (subject and without Prejudice to the Allotments hereby made, and the Change hereby also made of the Trust or beneficial Ownership of the said Copyhold or Customary Lands and Hereditaments by reason of such Allotments) the same Trustee and Trustees (except as aforesaid) and his, her, and their Heirs, Executors, Administrators, and Assigns, shall stand and be seised or possessed of the legal Estate of the same Copyhold or Customary Lands and Hereditaments, in the same Manner as if this Act had not been passed; so nevertheless that the same Copyhold Lands and Hereditaments shall be held in Trust for the Person or Persons entitled to the same respectively, under and by virtue of the Allotment hereby made thereof, and for such Estates and Interests as they respectively are entitled to have therein, under and by virtue of and pursuant to the same Allotments.

General Saving.

V. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, Administrators and Assigns, (other than and except to the said *William Dowdeswell* and *Thomas Blayney*, their Heirs, Executors, Administrators, and Assigns, and the Creditors of the said *Richard Cooksey*, and the Heirs, Executors, Administrators, and Assigns of the said *Richard Cooksey*, and other than and except to the said *Mary Cooksey*, her Heirs, Executors, Administrators, Committees, and Assigns, and the said *Harriot Cooksey*, *Thomas Yeates* and *Sarah* his Wife, *George Thomas*, and *Herbert Brace*, their Heirs, Executors, Administrators, and Assigns, and the Children of the Marriage, and Creditors and other Persons claiming any Benefit under the Settlement made on the Marriage of the said *Thomas Yeates* and *Sarah* his Wife as aforesaid, and the Heirs, Executors, Administrators, and Assigns of the same Children, Creditors, and other Persons respectively, and other Persons barred or excluded or intended to be barred or excluded by this Act), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, as they and every of them could have had or enjoyed, of, in, to, or out of the said Freehold and Copyhold or Customary Lands and Hereditaments, which were settled and are hereby allotted as aforesaid, in case this Act had not been passed; and also saving to the said *Mary Cooksey*, her Heirs and Assigns, all such Estate and Interest in, to, and out of the said Copyhold Lands and Hereditaments allotted to or for the said *Thomas Blayney* and *Thomas Bird*, their Heirs and Assigns, and to and for the said *John Evans* and *Charlotte* his Wife, their Heirs and Assigns, and to and for the said *Harriot Cooksey*, her Heirs and Assigns, and to and for the said *George Thomas* and *Herbert Brace*, their Heirs and Assigns, all such

Estate

Estate or Interest as is hereby excepted or reserved to her as aforesaid.

VI. And be it further enacted, That this Act shall be adjudged, deemed, Publick Act, 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.

The SCHEDULE to which this Act refers.

A PARTICULAR of the Lands and Hereditaments allotted to and for *Thomas Blayney and Thomas Bird*, in Trust for the Creditors of *Richard Cooksey* deceased.

N^o 1.

	A. R. P.	Value	Yearly Value.			Years Purchase.	Gross Value.		
		per Acre.	£.	s.	d.		£.	s.	d.
Flag Clofes or White Ladies -	7 2 33	90	34	13	6	27	936	4	6
In Windmill Field 1 Acre and 27 Perches, Freehold - - -	1 0 27	65	3	11	0	30	113	15	0
Part of Twopenny Croft Acres	3 3 2	—	—	—	—	—	236	13	9
Land in Pitchcroft - - - -	4 2 19	35	8	5	2	20	165	3	4
Which said Lands and Hereditaments have been valued at the several Sums set against the same, amounting together to - - - - -							1,451	16	7

A PARTICULAR of the Lands and Hereditaments allotted to and for *Mary Cooksey*, Spinster.

N^o 2.

	A. R. P.	Value	Yearly Value.			Years Purchase.	Gross Value.		
		per Acre.	£.	s.	d.		£.	s.	d.
First Flag Field - - - - -	5 1 10	50	13	5	7	27	358	10	9
Second Flag Field - - - - -	5 2 28	50	14	3	9	27	383	1	3
Third Flag Field - - - - -	5 0 22	50	12	16	10	27	346	14	6
Part of Frogmore Field - - -	5 2 10	—	—	—	—	—	487	0	7
Which said Lands and Hereditaments have been valued at the several Sums set against the same, amounting together to - - - - -							1,575	7	1

A PAR

A PARTICULAR of the Lands and Hereditaments allotted to and for *John Evans* and *Charlotte* his Wife.

N^o 3.

	A. R. P.	Value per Acre.	Yearly Value.	Years Purchase.	Gross Value.
		s.	£. s. d.		£. s. d.
Flag Meadow	8 2 24	90	38 18 6	27	1,050 19 6
Part of Windmill Field, Copyhold, viz.	4 3 22	63	15 7 11	20	307 18 4
Part of Twopenny Croft Acres, viz. 0 1 25	1 1 37	—	—	—	92 18 9
White Acre - 0 3 34					
Part of the Half Acre - - 0 0 18					
Which said Lands and Hereditaments have been valued at the several Sums set against the same, amounting together to					1,451 16 7

A PARTICULAR of the Lands and Hereditaments allotted to and for *Harriott Cooksey*.

N^o 4.

	A. R. P.	Value per Acre.	Yearly Value.	Years Purchase.	Gross Value.
		s.	£. s. d.		£. s. d.
The Shrubbery, Mansion House, Messuage, and Offices, and in Land	2 3 3	—	80 — —	18	1,451 16 7
Which Shrubbery, Mansion House, Field, and Hereditaments, have been valued at the several Sums set against the same, amounting together to					1,451 16 7

A PARTICULAR of the Lands and Hereditaments allotted to and for *George Thomas and Herbert Brace*, as Trustees under the Settlement made on the Marriage of *Sarah Yeates and Thomas Yeates* her Husband.

N^o 5.

	A. R. P.	Value	Yearly Value.			Years Purchase.	Gross Value.		
		per Acre.	£.	s.	d.		£.	s.	d.
Barbourn Farm, Dwelling House and Offices	— —	—	12	—	—	20	240	—	—
Freehold Land	0 1 6	63	—	18	—	30	27	—	—
Copyhold Ditto	10 3 16	63	34	4	—	20	683	9	8
Six Tenements	— —	—	24	—	—	14	336	—	—
Part of the Half Acre	0 1 18	—	—	—	—	—	143	8	—
The Sling	2 0 33	—	—	—	—	—	—	—	—
Part of Frogmore's Field	0 1 0	—	—	—	—	—	21	18	9
And which said Clofes, Lands, and Hereditaments, have been valued at the several Sums set against the same, amounting together to							<u>1,451 16 7</u>		

W. Calow.

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