



ANNO QUADRAGESIMO OCTAVO

# GEORGII III. REGIS.

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## Cap. 124.

An Act for vesting the Share of *Thomas Knight Cook*, an Infant; of and in the Estates late of the Reverend *Thomas Knight Clerk*, deceased, in Trustees, upon Trust to carry the Contracts entered into for the Sale thereof into Execution, or otherwise to sell and dispose of the same, and for investing the Money to arise therefrom, under the Direction of the Court of Chancery, in the Purchase of other Lands, to be conveyed to the Use of him the said *Thomas Knight Cook* and his Heirs. [18th June 1808.]

**W**HEREAS the Reverend *Thomas Knight*, late of the Parish of *Castle Morton* in the County of *Worcester* Clerk deceased, in and by his last Will and Testament in Writing duly executed and attested, bearing Date on or about the Eleventh Day of *June* One thousand seven hundred and ninety-three, after reciting that he was seised of or entitled to divers Lands, Tenements, and Real Estates situate in the Counties of *Gloucester*, *Somerset*, and *Wilts*, and in the City of *Bristol*, and also of a Freehold Messuage and Lands situate at *Joyfield* in the Parish of *Castle Morton* aforesaid, and charging the same several Real Estates with the Payment of all such Part and Parts of his Debts and Funeral Expences, and the Legacies of Two hundred Pounds a Piece to each of his Seven Grandchildren as his Personal Estate not therein after specifically given at

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Will of the  
Rev. Thomas  
Knight, dated  
11th June  
1793 recited.



the Time of his Death should be insufficient fully to pay and satisfy, and so charged and chargeable therewith, he declared that as to the said Real Estates in the said Counties of *Gloucester* and *Wilts*, he gave and devised the same, and also the said Messuage and Lands at *Joyfield* aforesaid, and all other his Real Estates in the said Counties of *Gloucester*, *Somerset*, and *Wilts*, and in the City of *Bristol* and elsewhere, unto his Two Daughters, *Ann* then the Wife of *Thomas Webb* the Elder of *Berrow*, in the said County of *Worcester* and *Ledbury* in the County of *Hereford* Banker, and *Hannah* then the Wife of *Habakkuk Cook* of *Longdon* in the said County of *Worcester* Gentleman, and their respective Assigns, during their respective natural Lives, in equal undivided Moieties, Share and Share alike, as Tenants in common and not as joint Tenants, and from and after the Decease of either of his said Daughters, and when and as they should respectively depart this Life, he gave and devised the Part or Moiety of her so dying unto the Child (if only One) or unto, amongst, or between all and every the Children of his said Two Daughters (if more than One) which should be then living, Share and Share alike as Tenants in common and not as joint Tenants, and to the Heirs of such Child or Children, but if any Child or Children of his said Two Daughters respectively (if more than One) should depart this Life in the Lifetime of either of his said Two Daughters under the Age of Twenty-one Years without leaving lawful Issue of his, her, or their Bodies respectively, him, her, or them surviving, then the said Testator gave and devised the Part or Share of such Child or Children so dying as aforesaid to the surviving Children of his said Two Daughters Share and Share alike, as Tenants in common as aforesaid, and to his, her, or their respective Heirs, subject nevertheless as to such accruing Parts or Shares of such Real Estates to the same Conditions and Survivorship as his or their respective original Parts or Shares of the same Estates were therein-before made subject to in case of his, her, or their respective Deaths under the Circumstances therein above-mentioned, it being his Will that the Fee Simple and Inheritance of the said Two Moieties or the Intirety of the said Real Estates should go equally amongst all the Children (if more than One) of his said Two Daughters who should survive them and attain their respective Ages of Twenty-one Years, or die under that Age in the Lifetime of his said Two Daughters or the Survivor of them leaving lawful Issue, and in case all the Children of his said Two Daughters should depart this Life under the Age of Twenty-one Years without leaving lawful Issue them surviving, then the said Testator gave all the said Real Estates so subject as aforesaid to his own right Heirs for ever, subject to a Proviso, and the said Testator did declare his Will and Mind to be that in case the said *Habakkuk Cook* and *Thomas Webb* or either of them should survive his respective Wife, such Husband or Husbands so surviving should each of them (if both should so survive) be entitled to take and receive out of the Moiety or Half Part of the said Real Estates so given and devised as thereinbefore mentioned, to his respective Wife, and the said Testator did thereby in such case give and devise to each of such Husbands so surviving his said Wife and his Assigns One Annuity or yearly Sum of Fifty Pounds during his natural Life, to be issuing and payable out of the said Moiety of his respective Wife, of and in such Real Estate, payable at the Times and in the Manner therein mentioned, and with such Powers and Remedies for receiving and recovering the said Annuities when in Arrear as are therein in that Behalf contained, and the said Testator appointed his Sons-in-Law the said *Habakkuk Cook*, and *Thomas Webb*

*Webb* the elder, Executors of his said Will: And whereas the said Testator *Thomas Knight* departed this Life in the Month of *August* One thousand seven hundred and ninety three, without revoking or altering his said Will, leaving his said Two Daughters the said *Hannah Cook* then the Wife of the said *Habakkuk Cook*, and *Ann Webb*, then the Wife of the said *Thomas Webb* the elder, his Co-heiresses at Law; and thereupon the said Executors of the said Will duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*: And whereas at the Time of the Date and Publication of the said recited Will, and also at the Decease of the said Testator, his said Daughter *Hannah Cook*, the Wife of the said *Habakkuk*, had Five Children, namely *Thomas Cook* otherwise called *Thomas Knight Cook* (since deceased) her only Son, and *Elizabeth*, now the Wife of *Joseph White* Gentleman, *Ann* now the Wife of *William Rayer* Gentleman, *Anna* now the Wife of *John Berkeley* Gentleman, and *Mary* now the Wife of *William White* Gentleman, her Four Daughters, and the said *Ann Webb*, the Wife of the said *Thomas Webb* the elder, had Two Children, namely, *Thomas Webb* the younger, and *Anna* now the Wife of *John Merrett Stephens* Banker, and neither of the said Testator's Daughters had any other Issue afterwards: And whereas the said *Ann Webb* the Wife of the said *Thomas Webb* the elder departed this Life in the Month of *June* One thousand seven hundred and ninety-five, leaving her Husband the said *Thomas Webb* the elder, and her said Two Children by him, namely, the said *Thomas Webb* the younger, and *Anna* the Wife of the said *John Merrett Stephens* her surviving, whereupon the said *Thomas Webb* the elder, became entitled for his Life to the said Annuity of Fifty Pounds, by the said recited Will given or devised to him in that Event, out of the Moiety of the said *Ann* his late Wife of and in the said Estates devised by the said recited Will: And whereas the said *Thomas Cook*, otherwise called *Thomas Knight Cook*, the only Son of the said *Hannah Cook* survived the said *Ann Webb*, but afterwards departed this Life intestate leaving his Wife *Judith Cook* and Four Children Issue by her, namely, the said *Thomas Knight Cook* his only Son and Heir at Law, now an Infant, and Three Daughters, *Marianne Cook*, *Judith Cook*, and *Hannah Cook*, Infants him surviving, and thereupon the undivided One-seventh Part or other Share which under the said recited Will vested in the said *Thomas Cook*, otherwise called *Thomas Knight Cook* deceased, as One of the Five Children of the said *Hannah Cook*, and One of the Seven Grandchildren of the said Testator, of and in the said Real Estates devised by the said recited Will in Remainder as aforesaid, and such other Estate, if any, as he might have therein descended to his only Son, the said *Thomas Knight Cook*, the Infant, as his Heir at Law: And whereas the said *Habakkuk Cook*, and *Hannah* his Wife, *Joseph White* and *Elizabeth* his Wife, *William Rayer* and *Ann* his Wife, *John Berkeley* and *Anna* his Wife, *William White* and *Mary* his Wife, (the said *Elizabeth White*, *Ann Rayer*, *Anna Berkeley* and *Mary White*, being the only surviving Children of the said *Hannah Cook*), and the said *Thomas Webb* the younger, and the said *John Merrett Stephens* and *Anna* his Wife, (the said *Thomas Webb* the younger and *Anna Stephens* being the only Children of the said *Ann Webb*), and also the said *Thomas Webb* the elder, being of Opinion that it would be greatly to the Advantage of all Parties entitled to undivided Shares of and in the said Real Estates, late of the said Testator *Thomas Knight* deceased, that the same Estates should be sold, and the Monies arising therefrom laid out or invested in the Funds, or upon Securities, in Trust for all Parties interested in the said Estates, or otherwise divided and applied to and for their



their Benefit according to their respective Shares and Interests in the said Estates, instead of holding the same Estates in undivided Shares, or proceeding to an expensive Partition thereof, and being also willing and desirous that the said *Thomas Knight Cook*, (the Infant Son and Heir of the said *Thomas Cook* otherwise called *Thomas Knight Cook* deceased,) should be considered as entitled to the Benefit of One full Seventh Part of the same Estates, they the said *Habakkuk Cook*, *Joseph White*, *William Rayer*, *John Berkeley* and *William White*, on Behalf of themselves respectively, and their respective Wives, and the said *Thomas Webb* the elder, and *Thomas Webb* the Younger, and *John Merrett Stephens* on Behalf of himself and his said Wife, entered into an Agreement on or about the Ninth Day of *February* One thousand eight hundred and seven, whereby they mutually agreed that the said Estates late of the said *Thomas Knight* should be sold, but in regard that such Sale could not be perfected as to the Share of the said *Thomas Knight Cook* the Infant (therein called *Thomas Cook*), without the Aid of an Act of Parliament; it was mutually agreed by and between the said Parties thereto, that an Application should be made to Parliament as soon as might be, to obtain an Act to effect or confirm such Sale of the said Estates, as to the Share of the said *Thomas Knight Cook* the Infant therein, and that by and out of the Money to arise from such Sale of the said Estates, a sufficient Part thereof to produce Six hundred Pounds a Year in the Three Pounds *per Centum* Consolidated Bank Annuities, should be invested in the Names of Trustees in Trust for the Benefit of the said *Hannah Cook* during her Life, in lieu of her Life Estate or Interest in a Moiety of the said Estates, and that a Sum sufficient to produce Fifty Pounds a Year to the said *Thomas Webb* the elder, for his Life, should be invested in the said Three Pounds *per Centum* Consolidated Bank Annuities, and that in case of the Death of the said *Hannah Cook* in the Lifetime of her said Husband, a sufficient Part of the Money or Fund so to be invested in the said Three Pounds *per Centum* Consolidated Bank Annuities to answer the said Annuity to the said *Hannah Cook*, should be appropriated or remain in Trust for securing an Annuity of Fifty Pounds to the said *Habakkuk Cook* for his Life, to commence after the Decease of the said *Hannah* his Wife, and that a Seventh Part of the Residue of the Monies to arise from the Sale of the said Estates, and also a Seventh Part of the Trust Funds so invested to answer the said Annuities, (after the Determination of such Annuities, should be appropriated as the Share of the said *Thomas Knight Cook* the Infant upon Trust to be laid out in the Purchase of Lands to be settled to the Use of him the said *Thomas Knight Cook* and his Heirs, or otherwise as and for and in lieu of his Share in the said devised Estates, in such Manner as by the Act of Parliament so to be obtained for the Sale of his Share of the said Estates, should be enacted or directed in regard thereto, and that the other Six Seventh Parts or Shares of the Residue of the Monies to arise from the Sale of the said Estates, and also of the Trust Funds or Annuities so to be appropriated to answer and pay the said Annual Sums to the said *Hannah Cook*, *Thomas Webb* the elder, and *Habakkuk Cook*, (subject to and after the Determination of their respective Annuities) should be paid or transferred, divided and settled in the Proportions and Manner therein mentioned: And whereas in pursuance of the said Agreement the said Estates were put up to Sale in Lots by Public Auction, Part thereof at the *White Lion* in the City of *Bristol*; other Part thereof at the *Bear Inn* in *Devizes* in the County of *Wilts*; other Part thereof at the *Swan Inn* in *Wootton under Edge* in the County of *Gloucester*; other Part thereof at the

*Bell*



*Bell Inn* in the City of *Gloucester*, and the other Part thereof at the *Feathers Inn* in the Parish of *Castlemorton* aforesaid, pursuant to many Advertisements published thereof in the *London* and Country Newspapers, and at which said Auctions or Sales divers Persons were as the best Bidders for declared to be Purchasers of sundry of the said Lots, and the Residue of the Lots not disposed of at such Auctions were immediately or very soon afterwards sold or agreed to be sold by private Contracts, and Agreements in Writing were thereupon entered into to complete such Sales: And whereas after the said Sales, *videlicet*, on or about the First Day of *January* One thousand eight hundred and eight, the said *Hannah Cook* the Wife of the said *Habakkuk Cook* departed this Life, leaving her said Husband and Four Daughters her surviving, and also leaving her Grandson the said *Thomas Knight Cook* the Infant, her Heir at Law: And whereas by a certain Indenture of Bargain and Sale (inrolled in the High Court of Chancery), bearing Date on or about the Fifteenth Day of *January* One thousand eight hundred and eight, and expressed to be made between the said *Joseph White* and *Elizabeth* his Wife, *William Rayer* and *Ann* his Wife, *John Berkeley* and *Anna* his Wife, *William White* and *Mary* his Wife, the said *Thomas Webb* the younger, and *John Merrett Stephens* and *Anna* his Wife, of the First Part; the said *Habakkuk Cook* and *Thomas Webb* the elder of the Second Part; and *Anthony Lechmere* of the *Rhydd* in the Parish of *Hanley Castle* in the County of *Worcester* Esquire, and *Francis Workman* of *Mainstone Court* in the Parish of *Pixley* in the said County of *Hereford* Esquire, (Trustees appointed for the Purposes therein-after mentioned) of the Third Part; after reciting therein the said recited Will, and also reciting that the Personal Estate of the said Testator *Thomas Knight* was much more than sufficient to pay his Debts, Funeral Expences, and Legacies; and that all such Debts, Funeral Expences, and Legacies, had been duly paid and satisfied thereout, and otherwise reciting as therein is recited herein-before stated, it was and is witnessed, that in pursuance of the aforesaid Agreement and for the Conditions therein expressed, they the said *Joseph White* and *Elizabeth* his Wife, *William Rayer* and *Ann* his Wife, *John Berkeley* and *Anna* his Wife, *William White* and *Mary* his Wife, *Habakkuk Cook*, *Thomas Webb* the elder, *Thomas Webb* the younger, and *John Merrett Stephens* and *Anna* his Wife, did, by the said Indenture of Bargain and Sale now in Recital, and by Six several Fines thereby covenanted to be levied, and which have been since duly levied, accordingly grant, bargain, sell, or otherwise convey and assure (according to their respective Estates and Interest therein) all that and those the Capital and other Messuages or Tenements, Cottages, Lands, Tythes, and Hereditaments late of the said Testator *Thomas Knight* deceased, situate, lying, and being in *Thornbury* in the said County of *Gloucester* and in *Kingswood*, *Bishops Canning*, otherwise *Cannings*, *Bishop Roude* and *Melksham* in the County of *Wilts*, and in *Portbury* in the County of *Somerset*, and in *Castlemorton* in the County of *Worcester*, and also in the Cities of *Bristol* and *Gloucester* or in the Counties of the same Cities respectively, and in the said Indenture now in Recital particularly mentioned and described; and all which said Capital and other Messuages, Tenements, Cottages, Lands, Tythes, and Hereditaments are therein mentioned to be recapitulated, and the greater Part thereof more particularly mentioned and described according to their present Names, Quantities, Qualities, and Situations in the Schedule thereunto annexed or subjoined, and all other the Capital and other Messuages or Tenements, Cottages, Lands, Tythes, Hereditaments, and Premises whereof or whereto the said *Thomas Knight* died seised or entitled in Possession, Reversion, Remainder,



or Expectancy, situate in the several Parishes and Places therein mentioned, with all the Rights, Members, and Appurtenances thereunto belonging or appertaining, unto and to the Use of the said *Anthony Lechmere* and *Francis Workman*, their Heirs and Assigns for ever, upon the several Trusts and to and for the Intents and Purposes in and by the said Indenture of Bargain and Sale now in Recital expressed and declared or referred to and herein-after in Part recited (that is to say) Upon Trust that they the said *Anthony Lechmere* and *Francis Workman*, or the Survivor of them, his Heirs or Assigns, should, as soon as conveniently might be, perform or carry into Execution such Sales or Contracts entered into for the Sale and Disposal thereof respectively to the several Purchasers for the Sums bid or agreed to be paid for the same, and receive and recover the Purchase Monies thereof, and thereupon convey and assure the same Lots or Hereditaments with the Appurtenances unto and to the Use of the respective Purchasers thereof and their, his, or her Heirs and Assigns for ever, or make and execute such Conveyances thereof as such Purchasers or their Counsel should advise; and as to all such Lots or Parts thereof so sold or contracted to be sold as aforesaid, whereof the Contracts for the Sale thereof could not be enforced, or which by Consent or otherwise might be relinquished, upon Trust that they the said *Anthony Lechmere* and *Francis Workman* or the Survivor of them, his Heirs or Assigns, should as soon as conveniently might be, sell and absolutely dispose of the same Lots or Hereditaments and such other Parts of the said Premises as might remain unfold, and the Inheritance in Fee Simple thereof, either together or in Parcels, by public Sale or Auction or Private Contract, unto any Person or Persons who should be willing to become the Purchaser or Purchasers thereof respectively for the most Money that could be reasonably had for the same, and in Consideration of such Purchase Money thereof should convey and assure the same last-mentioned Hereditaments and Premises unto and to the Use of such Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns for ever, or make and execute such Conveyances thereof as the respective Purchasers of the same or their Counsel might reasonably require; and for facilitating the Performance of the Trusts aforesaid the said *Anthony Lechmere* and *Francis Workman*, or the Survivor of them, his Heirs or Assigns, are and is thereby authorized to give good and sufficient Discharges for the Purchase Monies to arise therefrom; and for better effectuating such Sales and Disposition as aforesaid as to the said undivided Seventh Part or other Share which the said *Thomas Knight Cook* the Infant, therein called *Thomas Cook*, was or might be entitled to, of and in the aforesaid Hereditaments and Premises with the Appurtenances, it was and is by the Indenture of Bargain and Sale now in Recital declared and agreed by and between the said Parties thereto, that they the same Parties should, as soon as conveniently might be, use their best Endeavours to obtain an Act of Parliament for vesting the same undivided Seventh Part or other Share of the said Hereditaments and Premises with the Appurtenances in the said *Anthony Lechmere* and *Francis Workman*, or other Trustees to be thereby appointed thereof, their Heirs and Assigns for ever, upon the same or the like Trusts, and for the like Intents and Purposes and with the like Declarations as were therein-before expressed and declared of and concerning the several other Parts or Shares, Hereditaments and Premises thereby granted, bargained, and sold, or as near thereto as Circumstances would admit; and as to Six Seventh Parts or Shares of all the clear Monies to arise and be received from the Sale of the Intirety of the said Hereditaments and Premises under the Trusts thereby



thereby declared as aforesaid, it was and is thereby declared and agreed by and between the said Parties thereto, that they the said *Anthony Lechmere* and *Francis Workman*, their Executors, Administrators, or Assigns, should stand and be possessed of and interested in the same, upon the several Trusts, and for the Intents and Purposes, and subject to the Provisions, Declarations, and Agreements therein-after mentioned and declared or referred to, of and concerning the same; and as to the other or remaining Seventh Part or Share of the clear Monies to arise from the Sale of the Intirety of the said several Hereditaments and Premises (being the Purchase Money agreed upon as the said Seventh Part or other Share of the said *Thomas Knight Cook* the Infant of and in the same Hereditaments and Premises) it was and is thereby declared and agreed between the said Parties thereto, that they the said *Anthony Lechmere* and *Francis Workman*, or other the Trustees thereof, or the Survivor of them, his Executors, Administrators, or Assigns, should stand and be possessed thereof, or otherwise that the same should be paid and applied upon and pursuant to such Trusts and to and for such Intents and Purposes and in such Manner as by the Act of Parliament so to be obtained for the Purpose aforesaid should be declared and directed concerning the same: And whereas the said Estates late of the said Testator *Thomas Knight* deceased, have been so as aforesaid sold or contracted to be sold in Lots at Prices amounting together to Forty-seven thousand and sixty-six Pounds or thereabouts, which was rather more than the Valuations previously made thereof, and it will be greatly to the Interest and Advantage of the said *Thomas Knight Cook* the Infant that the aforesaid Sales and Agreements as to his said undivided Seventh Part or other Share of and in the said Estates late of the said *Thomas Knight* deceased should be completed or carried into Execution, but by reason of his Infancy the same cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects the said *Judith Cook* on Behalf of the said *Thomas Knight Cook* her Infant Son, and also the said *Habakkuk Cook* and *Thomas Webb* the elder, 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 Parliament assembled, and by the Authority of the same, That the said undivided Seventh Part or other Share, Estate, and Interest of the said *Thomas Knight Cook* the Infant of and in the said Capital and other Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments devised by the said recited Will of the said *Thomas Knight* deceased, and particularly mentioned and described in the said recited Indenture of Bargain and Sale, and in the Schedule thereof to this Act annexed, and of and in all the Rights, Members, and Appurtenances thereto belonging or appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and immediately after the passing of this Act be vested in and the same is and are hereby from thenceforth vested in *Wakeman Long* of *Upton upon Severn*, in the County of *Worcester* Gentleman, and *William Holbrook* of *Ledbury* in the County of *Hereford* Gentleman, their Heirs and Assigns for ever, freed and discharged of and from the Uses, Trusts and Limitations limited or declared thereof in and by the said recited Will of the said *Thomas Knight* deceased (except and subject to a due Proportion of such Charges and Incumbrances if any as now affect the said Hereditaments under the said Will of the said *Thomas Knight* deceased) and that they the said *Wakeman Long* and *William Holbrook*, and their Heirs, shall and do stand seised of and interested in the same undivided Seventh Part or other Share

The undivided Share of Infant in the Estates described by the Schedule to this Act, vested in Trustees, who are empowered to carry the Contracts entered into for the Sale thereof into Execution or otherwise to sell the same.



of the said *Thomas Knight Cook* the Infant of and in the said Capital and other Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments, late of the said *Thomas Knight* deceased (subject as aforesaid) to the Use of them the said *Wakeman Long* and *William Holbrook*, their Heirs and Assigns for ever, upon Trust nevertheless to carry the Contracts entered into as aforesaid for the Sale of the respective Parts of the same undivided Seventh Part or other Share and Premises in Lots as aforesaid into Execution, or otherwise to sell and dispose thereof, and of every or any Part or Parts thereof, either together or in Parcels, and to grant and convey the same and the Inheritance in Fee Simple thereof accordingly (and which they the said *Wakeman Long* and *William Holbrook*, and the Survivor of them, his Heirs or Assigns, are and is hereby fully authorized and empowered to do) unto any Person or Persons whomsoever, for such Sum or Sums of Money, or for such Prices as are mentioned in the aforesaid Contracts or Agreements, as the Purchase Money of the same Seventh Part or Share, or otherwise for the most Money or best Price or Prices that can or may be reasonably had or gotten for the same.

How the Money arising by the Sale shall be applied.

II. And be it further enacted, That all and every the Purchaser or Purchasers, or respective Persons to whom the said undivided Seventh Part or Share of the said *Thomas Knight Cook* the Infant of and in the said Estates or Hereditaments late of the said Testator *Thomas Knight* have been sold under the Trusts of the said recited Indenture of Bargain and Sale, or shall be sold under the Trusts of this Act, shall and do pay his, her, and their respective Purchase Money for the same Seventh Part or Share into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery *ex parte*, such Purchaser or Purchasers of the undivided Seventh Part or Share of the said *Thomas Knight Cook* the Infant of and in the said Estates and Hereditaments late of the said Testator *Thomas Knight*, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth, and the Certificate or Certificates of the said Accountant General of the High Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the Bank to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery of the Payment into the Bank of *England* by the Purchaser or Purchasers of any Part or Parts of the said Seventh Part or other Share hereby vested in the said Trustees upon the Trusts aforesaid, of his, her, or their Purchase Monies respectively, or of any Part or Parts thereof respectively, shall from Time to Time be a good and effectual Discharge to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, for such Purchase Monies, or for so much thereof for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts as aforesaid, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the said Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Money paid into the Bank to be afterwards vested

III. And be it further enacted, That the Monies which shall, pursuant to the Direction hereinbefore contained, be so paid into the Bank of *England* as aforesaid, shall upon Petition to the said Court of Chancery in a sum-



a summary Way to be preferred by or on the Part and Behalf of the said *Thomas Knight Cook* the Infant or his Heirs, be laid out and invested, subject to the Directions and Controul of the said Court of Chancery, in the Purchase of the Inheritance in Fee Simple of Freehold Messuages, Lands, Tenements, or Hereditaments, to be situate, lying and being within that Part of the United Kingdom called *England* or the Principality of *Wales* or both, and of any Copyhold Lands, Tenements, or Hereditaments, lying contiguous thereto, and convenient to be purchased therewith, in Possession free from Incumbrances, except Fee Farm or Quit Rents, or Customary Rents and Services, and which said Messuages, Lands, Tenements, and Hereditaments so to be purchased shall be thereupon with all convenient Speed conveyed and assured to the Use of the said *Thomas Knight Cook* the Infant, his Heirs and Assigns for ever, subject nevertheless to and charged with the Payment of One equal Seventh Part or Share of the aforesaid Two several Annuities or Yearly Sums of Fifty Pounds a Piece, payable under the said recited Will to the said *Habakkuk Cook* and *Thomas Webb* the elder for their Lives respectively as aforesaid, or of such of the same Annuities as shall for the Time being be payable, and with and subject to the like Powers, Remedies and Means for securing or levying, receiving and Recovery of the same Seventh Part or Share of the said Annuities, as by the said recited Will were given or limited for securing, levying, receiving and recovering the same Annuities respectively.

in the Purchase of Lands.

IV. And be it further enacted, That all Monies which shall be paid into the Bank in the Name of the said Accountant General in the Manner hereinbefore directed, or so much thereof as shall not be directed by the said Court of Chancery to be paid and applied in the Payment of Costs and Expences according to the Provisions hereinafter contained, shall in the meantime, and until the said Monies shall be invested in a Purchase or Purchases as aforesaid, be from Time to Time laid out by the said Accountant General in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out in Navy or Victualling Bills or Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy and Victualling and Exchequer Bills, all which said Navy and Victualling Bills and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall upon Petition to be preferred in a summary Way, by or on the Behalf of the said *Thomas Knight Cook* the Infant or his Heirs, be ordered to be sold by the said Accountant General for the completing of any Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet; and if the Money to arise by the Sale of such Navy or Victualling Bills or Exchequer Bills which shall have been purchased as aforesaid shall exceed the original Purchase Money so laid out thereon as aforesaid, then and in that Case all or any Part of the Surplus which may remain shall and may be paid and applied in or towards Payment of such Sum or Sums of Money as may be due or owing to the said *Habakkuk Cook* and *Thomas Webb* the elder, or either of them, for or on account of any Arrears of the said Seventh Part of the said Annuities of Fifty Pounds a Piece, payable to them for their Lives respectively under the said recited Will, or otherwise to or for the Use and Benefit of the

The Money until invested to be laid out in the Purchase of Navy, Victualling or Exchequer Bills.

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faid *Thomas Knight Cook* the Infant, in such Manner as the faid Court shall order and direct.

The Court of Chancery authorized to pay for the Maintenance and Education of the Infant;

V. Provided nevertheless, and it is hereby further enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon any Application to be preferred or made to the faid Court by Petition or otherwise for or on the Behalf of the faid *Thomas Knight Cook* the Infant to make such Order or Orders as the faid Court shall think fit for the Payment of any Part or Parts of the Interest which shall become payable for, upon or in respect of any such Navy, Victualling or Exchequer Bills as aforesaid, to be paid to the faid *Judith Cook* the Mother, or other the Guardian of the faid *Thomas Knight Cook* the Infant, for the Purpose of being applied for or towards the Maintenance and Education of him the faid *Thomas Knight Cook* the Infant.

And also to order the Costs attending the vesting the Money and Performance of the Trust to be taxed and paid.

VI. Provided also, and it is hereby further enacted, That it shall and may be lawful to and for the faid Court of Chancery from Time to Time to make such Order as that Court shall think fit, for taxing all Costs, Charges and Expences which shall have been incurred in vesting all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Lands or Hereditaments according to the Directions herein contained, or otherwise for carrying the Trusts and Purposes of this Act into Execution, and also from Time to Time to make an Order, if to the faid Court it shall seem fit, for Payment of all such Costs, Charges and Expences as aforesaid, out of the Money so to be paid into the Bank as aforesaid, or out of the Money arising by Sale of the faid Navy or Victualling Bills or Exchequer Bills so to be purchased as aforesaid.

Rents of the faid Seventh Part until sold and conveyed.

VII. And be it further enacted, That in the mean Time and until the faid undivided Seventh Part or other Share hereby vested in the faid *Wakeman Long* and *William Holbrook* of and in the faid Estates or Hereditaments late of the faid *Thomas Knight* deceased upon the Trusts aforesaid, shall be sold and conveyed in Manner aforesaid, they the faid *Wakeman Long* and *William Holbrook*, their Heirs and Assigns, shall and do permit and suffer the Rents and Profits thereof to be received and taken by such Person or Persons as would be respectively entitled to and ought to hold, enjoy and receive the same in case this Act had not been made.

In case of Death of Trustees, &c. others to be appointed.

VIII. Provided also, and it is hereby further enacted, That if both or either of them the faid *Wakeman Long* and *William Holbrook*, or any Trustee or Trustees who shall succeed or be appointed in the Place or Stead of them, or either of them as hereinafter is mentioned, shall die or desire to relinquish the Trusts hereby in them or him reposed, or shall refuse or decline to act or become incapable to act in the Execution of the faid Trusts, or shall go out of *Great Britain* before the faid Trusts shall be fully performed and executed, then and so often as any such Case shall happen, it shall be lawful for the faid Court of Chancery in a summary Way, on Application made for that Purpose by Petition by or on the Behalf of the faid *Thomas Knight Cook* the Infant, from Time to Time to nominate, substitute and appoint any Person or Persons to be a Trustee or Trustees, in the Place or Stead of the Trustee or Trustees so dying or desiring to be discharged, or going out of *Great Britain*, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so soon and as often as any new Trustee or Trustees



Trustees shall be nominated and appointed as aforesaid by an Order of the said Court of Chancery in a summary Way on Petition as aforesaid, all the said Seventh Part or Share, Powers and Premises, which shall then be vested in the Trustee or Trustees respectively so dying or desiring to be discharged or refusing, declining or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with the other Trustee or Trustees thereof, shall thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner, and so as that the same Trust, Premises and Powers shall and may be legally and effectually vested in the surviving or continuing Trustee thereof, and such new Trustee, or if there shall be no continuing Trustee, then in such new Trustee or Trustees only, upon the same Trusts and for the same Intents and Purposes as are hereinbefore declared, of and concerning the aforesaid Trust, Share and Premises, or such and so many of the same Trusts, Intents and Purposes, as shall or may be then subsisting and capable of taking Effect, and that such new Trustee or Trustees shall and may in all Things act in the Management, carrying on and Execution of the Trusts aforesaid, as fully and effectually and with the same Powers and Authorities to all Intents and Purposes whatsoever, as if he or they had been originally in and by this Act appointed a Trustee or Trustees for the Purposes aforesaid.

IX. Provided always, and be it further enacted, That neither of the said present or future Trustees of this Act shall be answerable or accountable for the other or others of them or for involuntary Losses, and that by and out of any Money which shall come to their or his Hands or Hand by virtue of any of the aforesaid Trusts, it shall be lawful for them and him to retain to and reimburse themselves and himself respectively all the Costs, Charges and Expences which they or he may respectively incur or sustain in carrying the Trusts of the present Act into Execution, and not herein particularly provided for. Indemnifying  
the Trustees.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators and Assigns (other than and except the said *Thomas Knight Cook* the Infant and his Heirs) all such Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, to, and out of the said undivided Seventh Part or Share and Premises hereby vested in the said Trustees upon the Trusts aforesaid, or any Part thereof, as they, every or any of them had before the passing this Act, or could or might have had, held or enjoyed in case this Act had not been made. General  
Saving.

XI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy of the same so printed shall be admitted as Evidence thereof by all Judges, Justices, and others. Evidence.



## The SCHEDULE referred to in the foregoing Act.

## MARLWOOD FARM, in the Parish of THORNBURY, in the County of GLOUCESTER.

A Capital Messuage or Tenement, with necessary Buildings, and the following Closes, Pieces or Parcels of Arable, Meadow, Pasture and Wood Land or Ground thereunto belonging, viz.

		A.	R.	P.
The Homestead Yards, Garden and Orchard	—	4	1	36
Orchard adjoining	P.	5	0	21
Coney Acre	P.	6	2	13
Hawthorne Leys	P.	13	2	27
Cold Park	P.	1	3	19
Fermey Leys	A.	24	0	0
Down Leys	A.	17	0	14
Furzey Paddock	P.	4	3	12
Dry Plain	A.	16	0	7
Long Mead	M.	12	1	33
Stoney Close	P.	25	3	28
Wood Leys	P.	31	1	22
Fish Pond Leys	P.	22	0	38
The Walk	P.	20	2	22
Tanner's Mead	M.	11	3	9
Town Mead	M.	10	1	11
Clutterbucks	M.	6	0	32
Ditto and Little Plot	M.	8	0	0
Ditto	M.	6	0	39
Ditto	M.	10	3	6
Kenton Mead	M.	22	1	6
Cockshot Hill	P.	15	2	25
Kenton Hill	P.	22	1	20
Kenton Grove	W.	11	3	10
Pathy Lays	P.	19	1	3
The Warren	A.	7	1	10
		358	1	23

Gross Annual Rent, £. 315.—fold for £. 19,000.

## WOODSOME otherwise WHATSOME FARM, situate in the Parish of KINGWOOD, in the County of GLOUCESTER.

A Capital Messuage, with necessary Buildings, and the following Closes, Pieces or Parcels of Meadow and Pasture Land thereunto belonging, viz.

		A.	R.	P.
The Homestead Yards, &c.	—	0	2	20
Orchard	P.	1	2	35
Eight Acres	P.	6	1	19
Woodsome Mead	M.	31	2	20
Woodsome Hill	P.	36	2	18
		76	3	32

Gross Annual Rent, £. 120.—fold for £. 5,960.



FARM at CLAPTON WICK, in the Parish of PORTBURY, in the  
County of SOMERSET.

A Messuage or Farm House, with necessary Buildings, and the following Pieces of  
Parcels of Arable and Pasture Land thereunto belonging, viz.

	A.	R.	P.
The Homestead and Garden	0	2	12
Orchard (Pasture)	0	2	15
One Clofe of Meadow or Pasture	2	1	24
One other Clofe, lately Meadow now Arable	1	0	17
One other Clofe of Meadow or Pasture	0	3	22
One other Clofe of Meadow or Pasture	0	2	9
One other Clofe, late Meadow now Arable	0	1	35
One other Clofe, late Meadow now Arable	1	3	13
	8	1	27

Also, Twenty-two Acres of Pasture called The Hill, allotted to the said Farm, under an  
A & for inclosing the Waste and Commonable Lands in the said Parish of Portbury.  
Gross Annual Rent, £20.—sold for £700.

COTE otherwise LITTLE COTE FARM, situate in the Parish of BISHOPS  
CANNING, in the County of WILTS.

A Messuage, Tenement or Farm House, with necessary Buildings, and the following  
Closes, Pieces or Parcels of Arable, Meadow, Pasture and Wood Land, thereunto  
belonging, viz.

		A.	R.	P.
The Homestead Yards, &c.		1	1	0
Barn and Yard detached		0	1	4
The Orchard	P.	0	2	35
Middle Ground	M.	1	1	16
The Withy Bed	W.	0	2	4
The Moor	M.	1	0	22
Hobbs's Meadow	M.	0	3	8
Sheephouse Clofe	A.	4	0	19
Upper Croft	P.	5	1	14
Lower Croft	P.	5	3	30
Laylands Mead	M.	3	0	10
Lower Laylands Mead	M.	4	2	30
Lower Cow Leaze	P.	6	1	33
Cow Leaze	A.	7	2	6
Little Dry Violes	P.	4	1	30
Hill Burn	M.	0	2	3
Violes Field	M.	5	0	20
Alder Bed	P.	3	1	0
Great Dry Violes	P.	4	3	38
Hither Broad Field	M.	3	3	37
Broad Field	M.	3	2	30
Pitts Hill	M.	2	3	35
The Fame Field	P.	19	6	9
Vernhams	P. }	5	0	7
		3	2	8
Rickston Meadow	M.	1	1	7
Gross Annual Rent, £250.—sold for £10,160; including the Reversion in Fee of the following Cottages: [Loc. & Per.] 26 X—Y		27	8	2
		15		



The REVERSION in FEE of the Six following COTTAGES at COTE; also in the Parish of BISHOPS CANNING, and County of WILTS.

A Cottage called Gillman's Lower House with a Garden, containing about one Rood, expectant upon the several Deceases of Mary Hiscock, James Hiscock, and Mary Hiscock the younger - - - Mary Hiscock, Tenant.

A Cottage with a Garden, containing about Twenty Perches, expectant upon the Decease of Rose Carrier Asker - - - Thomas Asker, Tenant.

A Cottage and Garden, expectant upon the several Deceases of Mary Bullock (late Mary Neate) and Robert Neate, and of the Survivor of them - - - Thomas Bullock, Tenant.

A Cottage and Garden, expectant upon the Decease of Robert Dyke - - - D. Hiscock, Tenant.

A Cottage and Garden, called Yates, about half an Acre, expectant upon the Deceases of  
of and Richard Hiscock, Tenant.

And a newly erected Cottage and Garden, expectant upon the Decease of Susannah Shead, late Ruddell's - - - William Sheate, Tenant.

These Six Cottages were sold, together with Cote Little Farm; Quit Rent, £.1.

The REVERSION in FEE of THE RISING SUN Public House, situate upon DEVISES GREEN within the Borough of DEVISES, in the County of WILTS.

A newly erected Public House, called The Rising Sun, expectant upon the several Deceases of Jane Thring and Sarah Burton, Daughters of Thomas Fowle and of Richard Chandler, and of the Survivor of them - - - Messrs Savington & Co. Tenants. This is situate upon Devises Green, in the Borough of Devises, in the County of Wilt.

Sold for £100.

LANDS at NURSTED in the Parish of BISHOPS CANNING, in the County of WILTS.

			A.	R.	P.
The First Ground	-	-	P.	1	2 28
The Second Ground	-	-	P.	2	0 2
The Third Ground	-	-	P.	3	0 5
The Fourth Ground	-	-	P.	3	2 12
Gross Annual Rent, £22.—sold for £950.				10	1 7

LANDS at CALNE HILL, in the Parish of ROUDE, in the County of WILTS.

				A.	R.	P.
The Six Acres	-	-	-	P.	4	0 21
The Four Acres	-	-	-	P.	4	2 23
Rough Field	}	-	-	P.	9	0 19
New Farm Mead						
Gross Annual Rent. £50.—sold for £1,550.					17	3 23

Also about Seven Acres of Pasture Land, lately taken by the Kennett and Avon Canal Company, and now cut up and principally covered by the Water of said Canal.



LANDS at SEEND, in the Parish of MELKSHAM, in the County of WILTS.

		A.	R.	P.
Grove Field	-	7	0	13
Little Grove Field	-	3	0	6
Elliot's Ground	-	2	2	22
Athes Clofe	-	1	3	0
Picked Meadow	-	1	3	29
Paradise Leys	-	7	1	28
Paradise Little Leys	-	2	3	0
Little Birts	-	1	3	11
Berry Hills	-	5	3	32
Gross Annual Rent, £45.—fold for £3,277.		34	1	21

TYTHE.

All Manner of Tythes of Corn, Grain and Hay yearly arising, growing, renewing or increasing from or out of certain Lands in Roudes, called The Marsh Lands or Calne Hill Grounds, in Wiltshire.

WHITE LION INN and other PREMISES in BRISTOL.

A capital Inn or Hotel called White Lion, with the Coach Houses, Stables and other Buildings thereto belonging, situate in Broad Street in the City of Bristol - - Mr. Luce, Tenant.

Annual Rent, £170.—fold for £3,100.

Also, a Messuage or Dwelling House with the Buildings thereto belonging, situate in Thomas Street in the said City of Bristol, - - - Joseph Woodward, Tenant.

Annual Rent, £20.—fold for £782.

Also, another Messuage or Dwelling House situate in last-mentioned Street - - - Mrs. Ann Buckle, Tenant.

Annual Rent, £16.—fold for £352.

HOUSE in GLOUCESTER.

A Messuage or Tenement with the Buildings thereunto belonging, situate in the South Gate in the Parish of - - in the City of Gloucester - - - Mr. Nicholas Barns, Tenant.

Annual Rent, £31. 4s.—fold for £760.

JOYFIELDS in CASTLEMORTON, in the County of WORCESTER.

A Cottage or Tenement called Joyfields, situate in the Parish of Castlemorton, Worcestershire, with the Orchard or Clofe of Pasture Land thereto belonging, containing one Acre and an half - - - John Rodway, Tenant.

Annual Rent, £8. 11s.—fold for £375.

This Schedule was examined by

Thomas Fulljames.  
Wakeman Long.



