

ANNO QUINQUAGESIMO PRIMO

GEORGIUM III. REGIS.

Cap. 208.

An Act for extinguishing all Rights of Common and other Rights, in respect of the Glebe Land belonging to the Church of *Hartbill* in the County of *Chester*, in, upon, or under the uninclosed Waste Lands in the Township of *Hartbill* in the same County, and such other Lands in the same Township as have been heretofore inclosed and taken from the Waste Lands in the same Township; and for vesting a Piece or Parcel of Land called *Hook Loont*, situate in the same Township (subject as therein mentioned), in the Very Reverend *Hugh Cholmondeley* and his Successors, perpetual Curates of *Hartbill* aforesaid, in Lieu and Satisfaction of such Rights.

[26th June 1811.]

WHEREAS *Oswald Mosley*, formerly of *Bolesworth Castle* in the County of *Chester*, Esquire, deceased, made and published his last Will and Testament in Writing, bearing Date the Tenth Day of *March* in the Year of our Lord One thousand seven hundred and eighty-nine, and which is executed and attested in the Manner and Form by Statute prescribed for rendering valid Devises of Freehold Estates; whereby he directed that all his just Debts and Legacies should be paid by his Executors therein-after named, out of his Personal Estate, if the same

Will of Oswald Mosley.

[Loc. & Per.]

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would

would so far extend; and in case that Fund should prove insufficient for that Purpose, he charged his Real Estates with the Deficiency, and directed the same to be raised and paid by his Trustees in his said Will after named; and the said Testator gave and devised all his Manors, Messuages, Tenements, Lands and Hereditaments situate, lying and being in *Chowley* in the County of *Chester* (except about Sixteen Statute Acres thereof, which then formed Part of *Bolesworth Park* or Demefne,) and also all his Tythes of *Chowley*, unto his Father *Sir John Parker Mosley* Baronet, his Brothers *John Peploe Mosley* and *Ashton Nicholas Mosley*, and his Friends the Reverend *George Harper* and *Peter Rasbotham* Esquire, therein respectively described, and their Heirs, upon Trust to sell and convey the same to *George Leycester* of *Toft* in the County of *Chester*, Esquire, and *William Massey* of the City of *Chester*, Esquire, and their Heirs, (the Trustees named and appointed by the Will of the late *Susannah Roberts* of the City of *Chester*, Spinster, deceased, and the Will of *Dorothy Tonman* also of the said City of *Chester*, Widow, deceased,) when and so soon as they the said *George Leycester* and *William Massey*, or their Heirs, should by the Sale of the Estates of the said *Susannah Roberts* and *Dorothy Tonman* have raised Money sufficient for that Purpose; and the said Testator directed that until the said Sale and Conveyance should be completed to the said *George Leycester* and *William Massey* and their Heirs, the Rents and Profits should go and be considered as Part of his Personal Estate; and the Testator gave and devised his capital Messuage or Mansion House called *Bolesworth Castle*, and his Manor of *Hartbill*, with their respective Appurtenances, and all his Messuages, Lands, and Hereditaments in *Bolesworth*, *Broxton*, *Hartbill*, and *Tattenhall* in the County of *Chester*; and also the said Sixteen Acres, or so much Land in *Chowley* aforesaid as was laid to and occupied as Part of his Demefne, to the said *Sir John Parker Mosley*, *John Peploe Mosley*, *Ashton Nicholas Mosley*, *George Harper* and *Peter Rasbotham*, and their Heirs, to the Use of his Wife *Elizabeth Mosley* and her Assigns, (so long as she should continue his Widow,) and from and after her Decease or Second Marriage, to the Use of his Son *Oswald Mosley* (now *Sir Oswald Mosley* Baronet,) and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Trustees and their Heirs during the Life of his said Son, in Trust to preserve the contingent Uses and Estates therein-after limited from being defeated; with Remainder to the Use of the First and other Sons of the Body of his said Son severally and successively in Tail Male; with Remainder, after certain Uses which have since determined or become incapable of taking Effect by the Death without Issue Male of *John Mosley*, the Second Son of the said Testator, to the Use of the Heirs of the Body of the Testator; with Remainder to the Use of the right Heirs of the Testator for ever; and the said Testator appointed the said *Sir John Parker Mosley*, *John Peploe Mosley*, *Peploe Ward* and *William Massey*, Executors of his said Will: And whereas the said *Oswald Mosley* departed this Life in the Month of *July* One thousand seven hundred and eighty-nine, leaving the said *Elizabeth Mosley*, his Widow, and the said *Oswald Mosley*, (now *Sir Oswald Mosley* Baronet,) his eldest Son and Heir at Law, and Three younger Children, namely, the said *John Mosley* his second Son, (since deceased,) and two Daughters, *Elizabeth Mosley* and *Frances Mosley*: And whereas the said Will of the said *Oswald Mosley* the Testator was proved in the Consistory Court of *Chester*, by all his Executors in the Month of *October* in the same Year of our Lord One thousand seven hundred and eighty-nine: And whereas the

said

said *Elizabeth Mosley*, the Widow of the said *Oswald Mosley* the Testator died in or about the said Month of *October* One thousand seven hundred and eighty-nine: And whereas by a Decree of the High Court of Chancery bearing Date the Twenty-first Day of *November* One thousand seven hundred and ninety-six, made in a certain Cause wherein the said *John Mosley*, *Elizabeth Mosley*, and *Frances Mosley*, then Infants, were Complainants, and the said *Peploe Ward*, *George Leycester*, and *William Massey*. (deceased,) *Sir John Parker Mosley*, the said *John Peploe Mosley*, *Ashton Nicholas Mosley*, *George Harper*, *Peter Rasbotham*, and the said *Oswald Mosley*, (now *Sir Oswald Mosley*;) and divers other Persons; were Defendants; it was amongst other Things, declared by his Honour the then Master of the Rolls, that the Will of the said Testator *Oswald Mosley* was well proved, and that the same ought to be established, and the Trusts thereof performed and carried into Execution; and his Honour did decree the same accordingly; and it was thereby referred to *William Graves* Esquire, then one of the Masters of the said Court, to take an Account of the Personal Estate of the said *Oswald Mosley* the Testator, not specifically bequeathed, come to the Hands of the said *Sir John Parker Mosley*, *John Peploe Mosley*, *Peploe Ward*, and *William Massey*, the Executors, who proved his Will, or any of them, or to the Hands of any other Person or Persons by their or any of their Order, or for their or any of their Use: And it was by the said Decree further ordered, that the said Master should also take an Account of the said Testator's Debts, Funeral Expences, and Legacies, and compute Interest on his Debts, carrying Interest at the Rate the same respectively carried Interest, and on his Legacies from the Time and at the Rate directed by his Will; and where no Time of Payment or Rate of Interest was directed, then at the Rate of Four Pounds *per Centum per Annum* from a Year after the Death of the Testator: And it was further ordered, that the Testator's Personal Estate, not specifically bequeathed, should be applied in Payment of his Debts and Funeral Expences in a due Course of Administration, and then in Payment of his Legacies: And it was further ordered, that the said Master should inquire and state to the Court whether it would be for the Benefit of the said *John Mosley*, *Elizabeth Mosley*, and *Frances Mosley*, the Complainants in the said Cause, and who were the younger Children of the said *Oswald Mosley* and *Elizabeth* his Wife, that the said Manor, Premises, and Tythes of *Chowley*, which were directed by the Will of the Testator *Oswald Mosley* to be sold, should be purchased by the said Complainants; and paid for out of the Estates of the said *Susanah Roberts* and *Dorothy Tonman*: And whereas the said *Sir John Parker Mosley* departed this Life on the Twenty-ninth Day of *September* One thousand seven hundred and ninety-eight, having first made and published his last Will and Testament in Writing, whereof he appointed the said *John Peploe Mosley*, and *Ashton Nicholas Mosley*, and the Reverend *Streynsham Master* Clerk, and *Robert Feilden* Esquire, Executors, against whom the said Suit, so far as respected the said *Sir John Parker Mosley*'s Death, was revived by an Order of the said Court, made in the said Cause, bearing Date the Third Day of *April* One thousand seven hundred and ninety-nine: And whereas by an Order made in the same Cause by the said Court of Chancery, bearing Date the Eighth Day of *March* One thousand eight hundred, it was ordered that the said Master should be at Liberty to make a separate Report of the Personal Estate and Effects of the said *Oswald Mosley*, and of his Debts, Funeral Expences, and Legacies: And whereas by a general Order of Transfer made by the said

Decree in
 Chancery
 21st November
 1796.

Order of
 Court of
 Chancery,
 8th March
 1800.

Order of
Court of
Chancery,
2d June 1801.

Master's Re-
port; an
Order of 8th
March 1800.

Order of
Court of
Chancery, of
21st March
1805.

Court of Chancery, bearing Date the Second Day of *June* One thousand eight hundred and one, the said Cause was, on the Death of the said Master, *William Graves* Esquire, transferred to *John Campbell* Esquire, appointed on that Event one of the Masters of the said Court: And whereas the said Master, by his separate Report made in the said Cause, pursuant to an Order of the said Court, bearing Date the Twenty-sixth Day of *April* One thousand eight hundred and two, and which Report bears Date the Eleventh Day of *May* One thousand eight hundred and two, certified that he was of Opinion that it would not be for the Benefit of the said Complainants, the said Three younger Children of the said *Oswald Mosley* and *Elizabeth* his Wife, to convert the Personal Estates of their Aunt and Grandmother the said *Susannah Roberts* and *Dorothy Tonman* into Real Estates, by purchasing the Manor, Lands, Hereditaments, and Tythes of *Chowley*, which were directed by the Will of the said Testator, *Oswald Mosley*, to be sold, and which Report was by a subsequent Order of the said Court, made in the said Cause, directed to be confirmed: And whereas upon the Death of the said *William Massey* the said Suit was by an Order of the said Court in the said Cause, bearing Date the Twenty-fourth Day of *November* in the said Year One thousand eight hundred and three, duly revived against his Executors: And whereas in pursuance of the said Order, bearing Date the Eighth Day of *March* One thousand eight hundred, the said *John Campbell* Esquire, the said Master, made a separate Report of the Debts, Legacies, and Funeral Expences, and of the Personal Estate of the said *Oswald Mosley*, which Report bears Date the Twenty-eighth Day of the same Month of *November* in the said Year One thousand eight hundred and three, and by the said Report it appeared that the Personal Estate and Effects of the said *Oswald Mosley* were very inadequate for the Purposes of paying and discharging his just Debts, Funeral and Testamentary Expences and Legacies as by the said Report, Reference being thereunto made, will more fully appear, and the same Report was absolutely confirmed by an Order made in the said Cause, bearing Date the Twenty-ninth Day of *February* in the Year One thousand eight hundred and four: And whereas the said Sir *Oswald Mosley*, in the Month of *January* in the said Year One thousand eight hundred and four, intermarried with *Sophia Anne Every*, Spinster, by whom he has Issue One Son, namely *Oswald Mosley*, an Infant, and Four Daughters; namely, *Sophia Ann Mosley*, *Emily Mosley*, *Sarah Elizabeth Mosley*, and *Frances Mosley*, all Infants: And whereas by a Decree or Decretal Order of the High Court of Chancery, bearing Date the Twenty-first Day of *March* in the Year One thousand eight hundred and five, made by his Honour the Master of the Rolls, in a Cause wherein the said *John Peploe Mosley* Clerk, *Ashton Nicholas Mosley*, *Streymsbam Master*, and *Robert Feilden*, (who, as Executors of the said Sir *John Parker Mosley*, deceased, were in the said separate Report of the Eighth Day of *March* One thousand eight hundred mentioned as being unsatisfied Creditors of the said *Oswald Mosley*), were, on Behalf of themselves and all other the Creditors of the said *Oswald Mosley*, Complainants, and the said *Peter Rasbotham*, *George Harper*, *George Leycester*, and Sir *Oswald Mosley*, as the eldest Son and Heir of the said *Oswald Mosley* the Testator, and the said *Elizabeth Mosley* and *Frances Mosley* the then and now surviving younger Children of the said *Oswald Mosley*, and the said *Elizabeth* his Wife, and the said *Oswald Mosley* the said Infant Son of the said Sir *Oswald Mosley*, by *Benjamin Moseley* Doctor in Physic, his Guardian, were Defendants:

It

It was, amongst other Things, ordered, that the Whole or so much of the Real Estates of the said *Oswald Mosley* (the Testator) as should be sufficient to raise the Amount of his Debts and Legacies remaining unpaid, should be sold, with the Approbation of the said *John Campbell* Esquire, the Master, to the best Purchaser or Purchasers that could be got for the same, to be allowed of by the said Master, in which Sale all proper Parties were to join as the said Master should direct: And it was further ordered, that the Money to arise by the said Sale should be paid into the Bank with the Privity of the Accountant General, to be placed to the Credit of the said Cause to the Accounts following; (that is to say), so much of the said Produce as should arise from the Sale of the Manor, Lands, and Tythes of *Chowley*, (excepting about Sixteen Statute Acres of *Chowley*, forming Part of the Park or Demesne of the *Bolesworth* Estate), to an Account, intituled, "Money arising from the Sale of the Manor and Tythes of *Chowley*;" and so much as should be produced from the other Estates of the said *Oswald Mosley* to the Account of "Money arising from the Sale of the Real Estates of *Oswald Mosley*," subject to the further Order of the Court: And whereas by an Order of the said Court of Chancery, made in the last-mentioned Cause, bearing Date the Twelfth Day of *July* in the said Year One thousand eight hundred and five; it was ordered, that the said Estates which were situate in *Bolesworth, Broxton, Harthill, and Chowley*, in the County of *Chester*, should be sold at the City of *Chester*, (in case the said Master should think proper), by a Person to be appointed by the said Master for that Purpose, to the best Purchaser or Purchasers that could be got for the same: And whereas the said Estates of the said *Oswald Mosley* were accordingly put up to Sale by Auction, in Six Lots, at *Chester* aforesaid, on the Twenty-third Day of *October* in the Year One thousand eight hundred and five, before *Thomas Drake*, Clerk to the said Master, and the Person appointed by him to sell the said Estates: And whereas the said *John Campbell*, the Master, did by his Report made in the last-mentioned Cause, bearing Date the Twenty-third Day of *October* One thousand eight hundred and five, certify, that it having been proposed before the said *Thomas Drake*, on the Part of *Thomas Tarleton*, of *Bolesworth Castle* aforesaid, Esquire, to give for the Purchase of the Premises comprised in the said Lot No. I. the Sum of Fifty-two thousand six hundred Pounds, which Sum having been the most that had been bid before the said *Thomas Drake* for the said Lot, he the said Master did allow the said *Thomas Tarleton* to be the Purchaser thereof for the said Sum of Fifty-two thousand six hundred Pounds; and by an Order in the said last-mentioned Cause, bearing Date the Twenty-first Day of *December* in the said Year One thousand eight hundred and five, the said Report, and all the Matters and Things therein contained, were ordered to stand and be absolutely ratified and confirmed by the Order, Authority, and Decree of the said Court: And whereas by an Order of the said Court of Chancery, bearing Date the Twenty-eighth Day of *November* One thousand eight hundred and six, made in the said last-mentioned Cause, it was ordered, that the Purchaser of the said Lot No. I. should pay the said Sum of Fifty-two thousand six hundred Pounds, the Purchase Money thereof, in Manner following; (that is to say) the Sum of Eight thousand and thirty-seven Pounds, Part thereof, to the Account of "Money arising from the Sale of the Manor and Tythes of *Chowley*," and Forty-four thousand five hundred and sixty-three Pounds, (the Residue of the said Sum of fifty-two thousand six hundred Pounds), to an Account of "Money arising

Order of
Court of
Chancery, of
12th July
1805.

Master's Re-
port; dated
23d Oct.
1805.

Order of
Court of
Chancery;
dated 28th
Nov. 1806.

from the Sale of the Real Estates of the said *Oswald Mosley* :” And whereas the said *Thomas Tarleton* paid into the Bank, with the Privity of the said Accountant General, in pursuance of the last-mentioned Order, the said Sum of Eight thousand and thirty-seven Pounds, being his apportioned Purchase Money for the said Manor of *Chowley* otherwise *Choley*, and the Tythes comprised in the said Lot No. I. to an Account in the said Cause, *Mosley* against *Rasbotham*, intituled, “ Money arising from the Sale of the said Manor and Tythes of *Chowley*,” as appears by the Certificate of the Accountant General, and the Receipt of *J. Longman*, One of the Cashiers of the said Bank, dated the Eleventh Day of *November* One thousand eight hundred and six : And whereas the said Lot No. I. of the said Estates so contracted to be purchased by the said *Thomas Tarleton* as aforesaid, comprised all the Lands and Buildings situate in the Township of *Hartbill* aforesaid, (except about Fifteen Acres of Glebe Land and the Buildings belonging to the Church of *Hartbill* aforesaid), which is a Perpetual Curacy, and about Six Acres of Land which belongs to the said *Thomas Tarleton*, exclusive of his said Purchase, and of the Waste Land in the same Township : And whereas some Parcels of the Land comprised in the said Lot No. I. were formerly Waste Lands, and have from Time to Time been inclosed by the Lords for the Time being of the said Manor or Lordship of *Hartbill*, or other Persons, and Part of the said Waste Lands hath been inclosed by the said *Thomas Tarleton* since he entered into the Contract for his said Purchase : And whereas the very Reverend *Hugh Cholmondeley* Clerk, Dean of the Cathedral Church of *Chester*, is Curate of the Perpetual Curacy of *Hartbill* aforesaid : And whereas by Indentures of Lease, and of Appointment and Release, bearing Date respectively the Fifth and Sixth Days of *March* One thousand eight hundred and five, the Appointment and Release being of Six Parts, and made or expressed to be made between *Thomas Drake Tyrwhitt Drake*, of *Shardeloes*, in the Parish of *Agmondesham*, otherwise *Amersham*, in the County of *Bucks*, Esquire, since deceased, and *Ann* his Wife, of the First Part ; *Thomas Tyrwhitt Drake* Esquire, therein described as eldest Son and Heir Apparent of the said *Thomas Drake Tyrwhitt Drake*, of the Second Part ; the Reverend *William Wickham Drake*, Rector of *Malpas*, in the County of *Chester*, Clerk, and *Edward Hilliard*, of *Weston House*, in the County of *Oxford*, Esquire, of the Third Part ; *Thomas Dorrien* the younger, of *Portman Square*, in the County of *Middlesex*, Esquire, and *Francis Penyston* of *Cornwall*, in the County of *Oxford*, Esquire, of the Fourth Part ; the Reverend *John Eaton*, of *Fairstead*, in the County of *Essex*, Doctor of Laws, and the Reverend *Richard Frank*, of *Alderton*, in the County of *Suffolk*, Doctor in Divinity, of the Fifth Part ; and the Reverend *John Drake*, Rector of *Amersham*, in the County of *Bucks*, Doctor of Laws, and *Charles Drake Garrard*, of *Mill Hill* in the County of *Middlesex*, Esquire, of the Sixth Part ; the Advowson, Donation, Right of Patronage, and Presentation of and to the Church of *Hartbill* aforesaid, and divers other Hereditaments therein mentioned, were appointed, limited, and assured to the Use, Intent, and Purpose, that the said *Thomas Tyrwhitt Drake* and his Assigns should and might, during the joint Lives of the said *Thomas Drake Tyrwhitt Drake*, and of him the said *Thomas Tyrwhitt Drake*, receive and take out of the Rents and Profits of the said Hereditaments and Premises, an annual Sum or yearly Rent Charge of One thousand two hundred Pounds, payable Quarterly as therein mentioned, with Powers of Distress and Entry for recovering and enforcing Payment thereof when

Indentures
of Lease and
Release of
5th and 6th
March 1805.

in Arrear, and as to the said Hereditaments and Premises so charged as aforesaid, to the Use of the said *Thomas Dorrien* and *Francis Penyston*, their Executors, Administrators, and Assigns, for a Term of One hundred Years, to be computed from the Day of the Date of the same Indenture of Release, upon certain Trusts therein mentioned, for securing the Payment of the said annual Sum or yearly Rent Charge of One thousand two hundred Pounds, with a Proviso for Cessor of the same Term on Payment of the said annual Sum or yearly Rent Charge, and Performance of the Trusts of the same Term, and after the Determination of the same Term, and in the mean Time subject thereto, to the Use of the said *Thomas Drake Tyrwhitt Drake* and his Assigns for his Life; with Remainder to the Use of the said *William Wickham Drake* and *Edward Hilliard* and their Heirs, during the Life of the said *Thomas Drake Tyrwhitt Drake*, to preserve contingent Remainders; with Remainder to the Use, Intent, and Purpose, that the said *Anne Drake Tyrwhitt Drake* and her Assigns might, during the Term of her natural Life, receive and take out of the Rents, Issues, and Profits of the said Hereditaments and Premises, an annual Sum or yearly Rent Charge of Two thousand Pounds, payable quarterly as therein mentioned, with Powers of Distress and Entry for recovering and enforcing Payment thereof when in Arrear; with Remainder to the Use of the said *John Eaton* and *Richard Frank*, their Executors, Administrators, and Assigns, for a Term of Two hundred Years, to be computed from the Decease of the said *Thomas Drake Tyrwhitt Drake*, without Impeachment of Waste, upon certain Trusts therein mentioned, for better securing the Payment of the said annual Sum or yearly Rent Charge of Two thousand Pounds to the said *Anne Drake Tyrwhitt Drake*; with Remainder to the Use of the said *John Drake* and *Charles Drake Garrard*, their Executors, Administrators, and Assigns, for a Term of Two thousand Years, to be computed from the Decease of the said *Thomas Drake Tyrwhitt Drake*, without Impeachment of Waste upon certain Trusts therein mentioned, for raising the Sum of Twenty thousand Pounds for Portions for the younger Children of the said *Thomas Drake Tyrwhitt Drake*, by the said *Anne Drake Tyrwhitt Drake* his Wife, with Interest after the Rate of Five Pounds *per Centum per Annum* for their Maintenance; with Remainder to the Use of the said *Thomas Tyrwhitt Drake* and his Assigns during his Life; with Remainder to the Use of the said *William Wickham Drake* and *Edward Hilliard* and their Heirs, (during the Life of the said *Thomas Tyrwhitt Drake* to preserve contingent Remainders); with Remainder to the Use of the First, Second, Third, Fourth, Fifth, and every other Son of the Body of the said *Thomas Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of the said *William Tyrwhitt Drake*, Second Son of the said *Thomas Drake Tyrwhitt Drake*, by the said *Anne Drake Tyrwhitt Drake* his Wife and his Assigns for Life; with Remainder to the Use of the same Trustees and their Heirs during his Life (to preserve contingent Remainders); with Remainder to the Use of the First, Second, Third, Fourth, and every other Son of the Body of the said *William Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of the said *Charles Tyrwhitt Drake*, the Third Son of the said *Thomas Drake Tyrwhitt Drake*, by the said *Anne Drake Tyrwhitt Drake* and his Assigns for his Life; with Remainder to the Use of the same Trustees and their Heirs during his Life to preserve contingent Remainders; with Remainder to the Use of the First, Second, Third, Fourth, and every other Son of the Body of the said *Charles Tyrwhitt Drake*

Drake successively in Tail Male; with Remainder to the Use of *John Tyrwhitt Drake*, (the Fourth Son of the said *Thomas Drake Tyrwhitt Drake* by his said Wife), and his Assigns for his Life; with Remainder to the Use of the same Trustees and their Heirs during his Life, to support contingent Remainders; with Remainder to the Use of the First, Second, Third, Fourth, and every other Son of the Body of the said *John Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of *George Tyrwhitt Drake*, (the Fifth Son of the said *Thomas Drake Tyrwhitt Drake* by his said Wife), and his Assigns for his Life; with Remainder to the Use of the same Trustees and their Heirs during his Life, to preserve contingent Remainders; with Remainder to the Use of the First, Second, Third, and Fourth, and every other Son of the Body of the said *George Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of *Frederick William Tyrwhitt Drake*, (the Sixth Son of the said *Thomas Drake Tyrwhitt Drake* by his said Wife), and his Assigns for his Life; with Remainder to the Use of the same Trustees and their Heirs during his Life, to preserve contingent Remainders; with Remainder to the Use of the First, Second, Third, Fourth, and every other Son of the Body of the said *Frederick William Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of *Arthur Tyrwhitt Drake*, (Seventh Son of the said *Thomas Drake Tyrwhitt Drake* by his said Wife), and his Assigns for his Life; with Remainder to the Use of the same Trustees and their Heirs during his Life, to preserve contingent Remainders; with Remainder to the Use of the First, Second, Third, and Fourth, and every other Son of the Body of the said *Arthur Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of *Edward Tyrwhitt Drake*, (the Eighth Son of the said *Thomas Drake Tyrwhitt Drake* by his said Wife), and his Assigns for Life; with Remainder to the Use of the same Trustees and their Heirs during his Life, to preserve contingent Remainders; with Remainder to the Use of the First, Second, Third, Fourth, and every other Son of the Body of the said *Edward Tyrwhitt Drake* successively in Tail Male; with Remainder to the Use of the Ninth, Tenth, and every other Son of the Body of the said *Thomas Drake Tyrwhitt Drake* severally and successively in Tail Male; with Remainder to the Use of all and every the Daughters and Daughter of the said *Thomas Tyrwhitt Drake*, if more than One, in equal Shares and Proportions as Tenants in Common in Tail General, with Cross Remainders, in Tail General; with Remainder to the Use of the Right Heirs of the said *Thomas Drake Tyrwhitt Drake* for ever: And whereas the said *Thomas Drake Tyrwhitt Drake* died in the Month of *November*, in the Year One thousand eight hundred and ten; having made and published his last Will and Testament in Writing, bearing Date the Twenty-fourth Day of *January* in the Year One thousand eight hundred and six; whereby he appointed his said Wife *Anne Drake Tyrwhitt Drake*, his Brother the said *John Drake* Doctor of Laws, and the said *Thomas Tyrwhitt Drake* his said eldest Son, to be Guardians of his Children, and Executors of his Will, and leaving his said Eight Sons and no other Sons by his said Wife: And whereas the said Will was duly proved by the said *Anne Drake Tyrwhitt Drake*, *John Drake*, and *Thomas Tyrwhitt Drake*, on the Fourth Day of *December* One thousand eight hundred and ten, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Thomas Tyrwhitt Drake*, *William Tyrwhitt Drake*, *Charles Tyrwhitt Drake*, *John Tyrwhitt Drake*, *George Tyrwhitt Drake*, *Frederick William Tyrwhitt Drake*, *Arthur Tyrwhitt*

whitt Drake, and *Edward Tyrwhitt Drake*, are all Bachelors: And whereas the said *Thomas Tyrwhitt Drake*, *William Tyrwhitt Drake*, and *Charles Tyrwhitt Drake*, have respectively attained the Age of Twenty-one Years; but the said *John Tyrwhitt Drake*, *George Tyrwhitt Drake*, *Frederick William Tyrwhitt Drake*, *Arthur Tyrwhitt Drake*, and *Edward Tyrwhitt Drake*, are still Infants: And whereas the said *John Eaton* died in the Life-time of the said *Richard Frank*, and the said *Richard Frank* died in the Month of *August* One thousand eight hundred and ten; having made and published his last Will and Testament, bearing Date the Fifth Day of *February* One thousand eight hundred and ten; whereof he appointed the said *Thomas Tyrwhitt Drake* and *William Pearson* of *Ipswich*, Gentleman, Executors, who duly proved the same Will in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Hugh Cholmondeley*, as such Perpetual Curate of *Harthill* as aforesaid, claims in Right of his said Perpetual Curacy, and in respect of the said Glebe Land, to be entitled to certain Rights of Common and other Rights, in, upon, or under, not only the Waste Land remaining uninclosed in the Township of *Harthill* aforesaid, but the Lands which have from Time to Time been inclosed from the Waste in the said Township of *Harthill*, by the Lords for the Time being of the Manor or Lordship of *Harthill*, or other Persons, and by the said *Thomas Tarleton*, since the Date of his said Purchase Contract: And whereas in consequence of such Claim of the said *Hugh Cholmondeley* as aforesaid, the said *Thomas Tarleton* hath hitherto declined to complete his said Purchase, such Claim not having been mentioned in the Printed Particular of Sale under which the said Estate in *Harthill* aforesaid was inclusively sold, or in the Contract entered into by the said *Thomas Tarleton* for the Purchase thereof: And whereas it might be greatly to the Disadvantage of the said *Sir Oswald Mosley*, and the several Creditors of the said *Oswald Mosley*, the Testator, and the other Persons claiming or interested under his said Will, if such Purchase should not be completed: And whereas the Extinguishment of such Rights of Common and other Rights in respect of the said Glebe Land, on a proper and adequate Compensation for the same, would be advantageous to the said *Hugh Cholmondeley* and his Successors Perpetual Curates of *Harthill* aforesaid: And whereas a Piece or Parcel of Land which is called *Hook Looht*, and containing Four Acres Two Roods and Four Perches, or thereabouts, comprised in the said Lot, No. 1. in the said printed Particular of Sale, and more particularly mentioned and described in the Schedule hereunto annexed, and which was, together with divers other Parcels of Land comprised in the same Lot demised by *Sir Lynch Salisbury Cotton* Baronet, by an Indenture bearing Date the Twenty-ninth Day of *September* One thousand seven hundred and sixty-nine, to *William Goff* of *Harthill*, in the County of *Chester*, Butcher, for the Lives of him the said *William Goff*, therein mentioned to be then aged Forty-three Years, and his Wife *Martha* and Daughter *Elizabeth*, (both of which latter Persons are since dead), notwithstanding its being subject to the Life Interest of the said *William Goff* the surviving *Cestuique-vie* named in the said Lease, has been proposed as a proper and adequate Compensation for such Rights of Common and other Rights so claimed by the said *Hugh Cholmondeley* as aforesaid, and the said *Sir Oswald Mosley*, and the said *John Pefloe Mosley*, *Ashton Nicholas Mosley*, *George Harper*, and *Peter Rasbotham*, the said present Patron of the said Church of *Harthill*, *Thomas Tyrwhitt Drake*, the said Trustees of the said Power of Sale and Exchange, *William Wickham*

[Loc. & Per.]

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Drake,

Drake, and *Edward Hilliard*; and the said Perpetual Curate of the said Church, *Hugh Cholmondeley*, are desirous that the said Piece or Parcel of Land called *Hook Loont*, should, subject to the said Life Interest therein of the said *William Goff*, be vested in the said *Hugh Cholmondeley* and his Successors, Perpetual Curates of *Hartbill* aforesaid, in Lieu and Satisfaction of such claimed Rights of Common and other Rights as aforesaid; and the said *Thomas Tarleton*, the said Contractor for the Purchase of the said Manor and Lands in *Hartbill* inclusively as aforesaid, upon having a Deduction out of the Purchase Money allowed to him in Proportion to the Value of the Fee Simple of the said Piece or Parcel of Land called *Hook Loont*, under the Sanction of the Court of Chancery in the Cause in Chancery last hereinbefore mentioned, pursuant to an Order of the same Court, bearing Date the Thirty-first Day of *May* One thousand eight hundred and eleven, is also desirous of having the said Proposal carried into Execution; but such proposed Arrangement cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Sir Oswald Mosley*, on Behalf of himself and his four Infant Daughters, *Sophia Ann Mosley*, *Emily Mosley*, *Sarah Elizabeth Mosley*, and *Frances Mosley*, the said *Benjamin Moseley*, on Behalf of the said *Oswald Mosley* the Infant, *John Peploe Mosley*, *Ashton Nicholas Mosley*, *George Harper*, *Peter Rasbotham*, *William Tyrwhitt Drake*, *Charles Tyrwhitt Drake*, and the said *Thomas Tyrwhitt Drake*, *Ann Drake Tyrwhitt Drake* and *John Drake*, on the Behalf of themselves respectively, and of the said *John Tyrwhitt Drake*, *George Tyrwhitt Drake*, *Frederick William Tyrwhitt Drake*, *Arthur Tyrwhitt Drake*, and *Edward Tyrwhitt Drake*, all Infants, *William Wickham Drake*, *Edward Hilliard*, *Hugh Cholmondeley*, and also the said *Thomas Tarleton*, 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 from and immediately after the passing of this Act all the Rights of Common and other Rights in respect of the Curacy and Glebe Land belonging to the Church of *Hartbill* aforesaid, in, upon, or under the uninclosed Waste Lands in the Township of *Hartbill* aforesaid, and such other Lands in the same Township as have been heretofore inclosed and taken in from the Waste Lands in the same Township, save and except the Tythes, Tenths, and Oblations now due and of Right accustomed due and payable to the Curate of *Hartbill* aforesaid for the Time being, shall cease, determine, and be for ever extinguished to all Intents and Purposes whatsoever:

Right of
Common on
Land in
Hartbill to
be extin-
guished.

Land vested
in Curate of
Hartbill, in
Lieu of the
Common
Rights.

II. And be it further enacted by the Authority aforesaid, That from and immediately after the passing of this Act all and singular the said Piece or Parcel of Land called *Hook Loont*, and in the Schedule to this Act more particularly mentioned and described, and the Fee Simple and Inheritance thereof, with the Appurtenances, shall be settled upon and vested in and the same are hereby settled upon and vested in the said *Hugh Cholmondeley* and his Successors, Perpetual Curates of *Hartbill* aforesaid, in Lieu and Satisfaction of all such Rights of Common and other Rights in respect of the said Curacy and Glebe Land (excepting the Tythes, Tenths, and Oblations aforesaid) as aforesaid, subject to such Life Interest of the said *William Goff* in the said Piece or Parcel of Land as aforesaid.

III. Saving

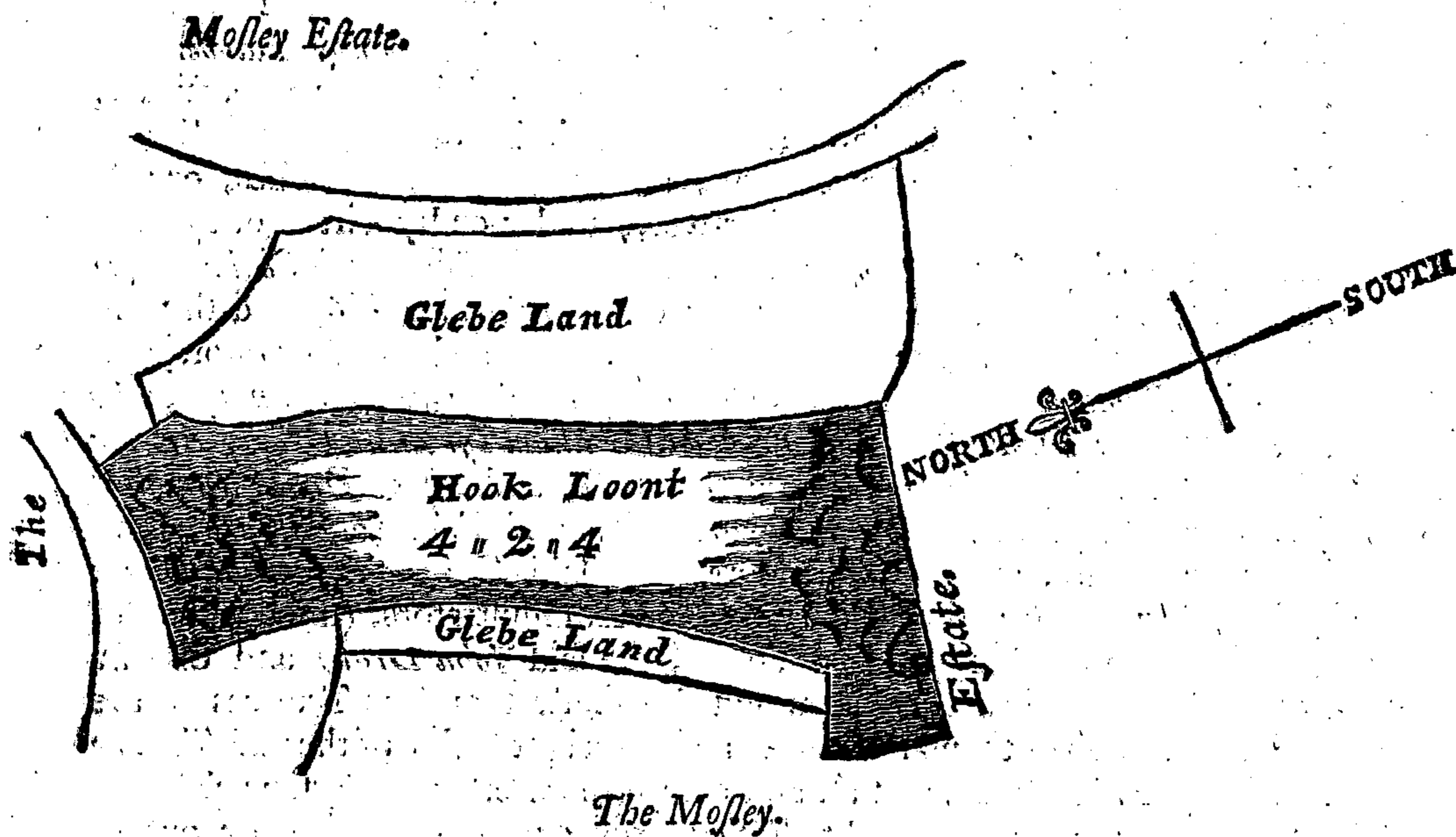
III. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her and their respective Heirs, Successors, Executors and Administrators, (other than and except the said *Thomas Tarleton*, his Heirs and Assigns, the said *Sir Oswald Mosley* and his Heirs, the said *Oswald Mosley* (the Infant), and the Heirs Male of his Body issuing, and all and every other the Son and Sons of the Body of the said *Sir Oswald Mosley*, and the Heirs Male of their respective Bodies issuing, and the Heirs of the Body of the said *Oswald Mosley*, deceased, and his right Heirs, and the said *John Peploe Mosley*, *Ashton Nicholas Mosley*, *George Harper* and *Peter Rasbotham*, their Heirs, Executors and Administrators respectively, and all and every other Person and Persons claiming or to claim any Estate, Right, Title, Trust or Interest in, to, or out of the said Premises, or any of them, or any Part thereof respectively, under or by virtue of the said Will of the said *Oswald Mosley* deceased, and the said *Hugh Cholmondeley* and his Successors, Perpetual Curates of *Hartbill* aforesaid, and the said *Thomas Tyrwhitt Drake* and his Heirs, Executors, and Administrators, and the said *William Tyrwhitt Drake*, *Charles Tyrwhitt Drake*, *John Tyrwhitt Drake*, *George Tyrwhitt Drake*, *Frederick William Tyrwhitt Drake*, *Arthur Tyrwhitt Drake*, *Edward Tyrwhitt Drake*, and *Ann Drake Tyrwhitt Drake*, and the said *William Wickham Drake* and *Edward Hilliard*, their Heirs, Executors and Administrators, the said *Thomas Tyrwhitt Drake* and *William Pearson*, their Executors and Administrators, (the Trustees of the said Term of Two hundred Years), the said *John Drake* and *Charles Drake-Gerrard*, their Executors and Administrators (the Trustees of the said Term of Two thousand Years) and the right Heirs of the said *Thomas Drake Tyrwhitt Drake*, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, Trust or Interest in, to, or out of the Advowson, Right of Patronage, and Presentation of, in, or to the Church of *Hartbill* aforesaid, under or by virtue of the said Indentures of Lease, and of Appointment and Release of the Fifth and Sixth Days of *March* One thousand eight hundred and five), all such Estates, Rights and Interests respectively, as they or any of them have or hath, or could or might have had or claimed in, to, or out of the said Lands and Grounds hereby intended to be exonerated and discharged from such Rights of Common and other Rights as aforesaid, and in, to, or out of the said Piece or Parcel of Land called *Hook Loont*, hereby intended to be vested in the said *Hugh Cholmondeley* and his Successors, Perpetual Curates of *Hartbill* as aforesaid, or any Part or Parts thereof respectively, in case this Act had not been made.

General Saving.

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

Evidence Clause.

The Schedule to which this Act refers.



The HOOK LOONT, bounded on the East and Part of the West Sides by the Glebe Lands in Harthill, and on the South and North and Part of the West Side by Lands forming Part of the Mosley Estate:—

Contains

4 A. 2 R. 4 P. at 60 s. per Acre, amounts to £. 13. 11. 6. per Annum;

which at 30 Years Purchase, comes to the Sum of £. 407. 5. 0.

Joseph Hill.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1811.