



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 6.

An Act for confirming a Partition, made under a Decree of His Majesty's High Court of Chancery, of an Estate in the County of *Chester* among *Whitmore Smart, Elizabeth Smart* Spinster, and others.
[3d July 1835.]

WHEREAS by Indentures of Lease and Release dated respectively the Fifth and Sixth Days of *March* One thousand eight hundred and one, the Release being made between *Baptist Smart* of *Hill Court House* in the County of *Devon*, Esquire, of the First Part, and *Elizabeth Smart* of *Hill Court House* in the County of *Devon*, Widow, of the Second Part, and *John Vernon* Esquire and *Samuel Vines* Esquire, of the Third Part, it is witnessed, that for the Considerations therein mentioned they the said *Baptist Smart* and *Elizabeth Smart* Widow did grant, bargain, sell, alien, release, and confirm unto the said *John Vernon* and *Samuel Vines*, and their Heirs, (amongst other Hereditaments,) One undivided Third Part or Share or Eight Twenty-fourth Parts or Shares of and in the Manors of *Thurstaston, Heswall, and Caldý* in the County of *Chester*, and of and in certain other Hereditaments situate in *Thurstaston, Heswall, Caldý, and Oldfield* in the same County, to hold the same unto and to the Use of the said *John Vernon* and *Samuel Vines*, their Heirs and Assigns, for ever, upon Trust that they the said *John Vernon* and *Samuel Vines*, and the Survivor of them, and the Heirs of such Survivor, should, by and with the Consent and Approbation of the said *Baptist Smart*

Indentures of Lease and Release, being a Conveyance to Trustees for Purpose of Sale, &c., 5th and 6th March 1801.

[Private.]

x

Smart

Indentures
of Lease and
Release ap-
pointing new
Trustee,
25th and
26th March
1805.

Indentures
of Lease and
Release,
being the
Settlement

Smart during his Life, to be testified by some Writing under his Hand, and after his Decease, then, at the proper Discretion and Authority of the said Trustees or Trustee for the Time being, by private Contract or public Auction, make sale and dispose of the said Hereditaments, either together or in Parcels, to any Person or Persons whomsoever, for the best Price that could be obtained for the same; and it was thereby declared that the said Trustees should stand possessed of the Monies arising from such Sales, after paying thereout such Costs and Expences as therein mentioned, and also after paying, out so much of the same Monies as should arise from the Sale of certain Hereditaments in the Counties of *Gloucester* and *Flint*, a certain Debt of One thousand seven hundred Pounds due to *Rowland Hunt*, upon the Trusts therein-after mentioned; that is to say, as to one Moiety of such Monies in Trust for the said *Baptist Smart*, his Executors, Administrators, and Assigns, and as to the other Moiety thereof upon Trust to place the same out at Interest, and pay such Interest to the said *Elizabeth Smart* Widow, for her Life, and after her Decease upon Trust to pay the Principal to the said *Baptist Smart*, his Executors, Administrators, and Assigns: And whereas by Indentures of Lease and Release respectively endorsed, the Lease on the said first-mentioned Indenture of Lease, and the Release on the said recited Indenture of Release, and dated respectively the Twenty-fifth and Twenty-sixth Days of *March* One thousand eight hundred and five, and the Release being made between the said *John Vernon* and *Samuel Vines* of the First Part, the said *Baptist Smart* and *Elizabeth Smart* Widow of the Second Part, and *William Francklin* of the Third Part, after reciting that the said *Baptist Smart* and *Elizabeth Smart* Widow was desirous that the said *William Francklin* should be a Trustee to act in the Trusts of the there within-written Indenture, in the Room and Stead of the said *Samuel Vines*, and that the said *Baptist Smart* and *Elizabeth Smart* Widow had thereupon applied to and requested the said *Samuel Vines* to resign the said Trust, and to join in conveying the there within-mentioned Hereditaments, so as that the same might be vested in the said *John Vernon* and *William Francklin* upon the Trusts in the there within-written Indenture contained, which the said *Samuel Vines* had consented to do, it is witnessed, that for effectuating the Purposes aforesaid, and for the nominal Consideration therein mentioned, they the said *John Vernon* and *Samuel Vines*, at the Request and by the Direction and Appointment of the said *Baptist Smart* and *Elizabeth Smart* Widow, did bargain, sell, and release, and the said *Baptist Smart* and *Elizabeth Smart* Widow, for the nominal Consideration therein mentioned, did grant, release, ratify, and confirm, unto the said *William Francklin* and his Heirs the Hereditaments comprised in and conveyed by the herein-before recited Indenture of Release, to hold the same unto the said *William Francklin*, his Heirs and Assigns, to the Use of the said *John Vernon* and *William Francklin*, their Heirs and Assigns for ever, upon the Trusts and to and for the several Ends, Intents, and Purposes by the there within-written Indenture declared, or such and so many of them as were then subsisting undetermined and capable of taking effect: And whereas by Indentures of Lease and Release dated respectively the Second and Third Days of *February* One thousand eight hundred and seven, the Release being made between *Matilda Dix* of *Top y Vron* in the County

County of *Flint*, Spinster, of the First Part, *James Okell* of the City of *Chester*, Esquire, of the Second Part, *Charles Prescott* and *John Okell* of the Third Part, and *John Oliver* and *Philip Humberston* of the Fourth Part, in consideration of a Marriage then intended and shortly after solemnized between the said *James Okell* and *Matilda Dix*, and for the nominal Consideration therein mentioned, she the said *Matilda Dix* did grant, bargain, sell, alien, release, and confirm unto the said *John Oliver* and *Philip Humberston* Five other undivided Twenty-fourth Parts or Shares of and in the said Manors of *Thurstaston*, *Heswall*, and *Caldy*, and of and in the aforesaid other Hereditaments situate in *Thurstaston*, *Heswall*, *Caldy*, and *Oldfield* aforesaid, to hold the same unto the said *John Oliver* and *Philip Humberston* and their Heirs, to the Use of the said *Matilda Dix*, her Heirs and Assigns, until the said then intended Marriage should be solemnized, and after the Solemnization thereof to the Use of the said *James Okell* and his Assigns for his Life ; with Remainder to the Use of the said *Matilda Dix* and her Assigns for her Life ; with Remainder to the Use of the said *John Oliver* and *Philip Humberston* and their Heirs during the Lives of the said *James Okell* and *Matilda Dix*, upon Trust to preserve the contingent Remainders ; with Remainder to the Use of all and every or any One or more of the Children of the said Marriage, in such Shares and Proportions, for such Estate and Interest, and subject to such Powers, Provisoos, Conditions, Restrictions, Remainders, or Limitations over, and charged with such Sum of Money for the Benefit of some or one of the said Children, and in such Manner as the said *James Okell* and *Matilda Dix* during their joint Lives, by any Deed or Writing, with or without Power of Revocation, to be by them sealed and delivered in the Presence of Two or more Witnesses, or as the Survivor in like Manner should declare, direct, limit, or appoint; and in default of Appointment to the Use of the said *Charles Prescott* and *John Okell*, their Executors, Administrators, and Assigns, for the Term of One thousand Years from the Death of the Survivor of them the said *James Okell* and *Matilda Dix*, upon certain Trusts therein declared for raising Portions for the Children of the said Marriage in case the said Power of Appointment should not be executed, and there should be such Issue of the same Marriage as therein mentioned; with Remainder to the Use of the First and other Sons of the said Marriage, severally and successively in Tail Male ; with Remainder to the Use of the First and other Daughters of the same Marriage, severally and successively in Tail Male ; with Remainder to the Use of the said *Matilda Dix* in case she survived the said *James Okell*, her Heirs and Assigns for ever : And whereas the said *Baptist Smart* and *Elizabeth Smart* Widow, *John Vernon* and *William Francklin*, in or about *Easter Term* One thousand eight hundred and twelve, filed their Bill in His Majesty's High Court of Chancery, which was afterwards amended pursuant to an Order of the said Court on the Ninth Day of *February* One thousand eight hundred and thirteen, against *Lucy Browne*, then of *Oxford Street*, Widow, and *Charles Goodwin* of *Farndon* in the County of *Chester*, Esquire, and also against the said *James Okell* and *Matilda* his Wife, *John Oliver* and *Philip Humberston*, *Charles Prescott* and *John Okell*, stating that the said *Lucy Browne*, *Charles Goodwin*, *James Okell* and *Matilda* his Wife, *John Oliver*, *Philip Humberston*, *Charles Prescott*, and

made on the
Marriage of
Mr. and
Mrs. Okell,
2d and 3d
February
1807.

Bill for Par-
tition filed
Easter Term,
1812.

Answers of
Defendants
Lucy Browne,
James Okell,
and Matilda
his Wife.

Answer of
Charles
Goodwin.

Answer of
John Oliver,
Philip Hum-
berston,
Charles Pres-
cott, and
John Okell.

and *John Okell* were entitled to the remaining Parts of and in the several Hereditaments in the said County of *Chester* herein-before mentioned and in the said Bill described, and thereby praying that a Commission might issue out of the said Court to divide, separate, and allot One Third Part of the said Hereditaments, with their Appurtenances, from the other Part or Parts thereof, and that the said *John Vernon* and *William Francklin*, their Heirs and Assigns, might be decreed to hold One full Third Part, being equal to Eight undivided Twenty-fourth Parts, of the said Estate and Premises, in Severalty from the said *Lucy Browne*, *Charles Goodwin*, *James Okell* and *Matilda* his Wife, *John Oliver*, *Philip Humberston*, *Charles Prescott*, and *John Okell*, and that proper Conveyances of such One full Third Part thereof might be executed to the said *John Vernon* and *William Francklin* accordingly: And whereas the said *Lucy Browne* and *James Okell* and *Matilda* his Wife put in their Answer to the said Bill, whereby they admitted that the said *John Vernon* and *William Francklin* were seised to them and their Heirs, in Trust for the said *Baptist Smart* and *Elizabeth Smart* Widow, of Eight undivided Twenty-fourth Parts of the said Estates and Premises, and that the said *Lucy Browne* was entitled to Six undivided Twenty-fourth Parts of the said Estates and Premises, and that the said *Charles Goodwin* was likewise entitled to Five undivided Twenty-fourth Parts of the said Estates, as mentioned in the said Bill; and the said *James Okell* and *Matilda* his Wife by their Answer said that the said *John Oliver* and *Philip Humberston* were, by virtue of the said Indentures of Lease and Release dated the Second and Third Days of *February* One thousand eight hundred and seven, seised to them and their Heirs of and in the remaining Five undivided Twenty-fourth Parts of the aforesaid Estates and Premises, to the Uses herein-before recited; and the said *James Okell* and *Matilda* his Wife by their said Answer further said that they had not then any Issue: And whereas the said *Charles Goodwin* by his Answer to the said Bill admitted the Title of the said *John Vernon* and *William Francklin* as Trustees as aforesaid to the said Eight undivided Twenty-fourth Parts, and further stated that he the said *Charles Goodwin* was seised in Fee Simple of Five undivided Twenty-fourth Parts of the aforesaid Estates and Premises: And whereas the said *John Oliver* and *Philip Humberston*, *Charles Prescott* and *John Okell*, likewise filed their Answer to the said Bill, and stated that they the said *John Oliver* and *Philip Humberston* were, under and by virtue of the said Indentures of Lease and Release of the Second and Third Days of *February* One thousand eight hundred and seven, seised to them and their Heirs of Five undivided Twenty-fourth Parts of and in the Estates and Premises in the said Bill mentioned, to the several Uses mentioned in the said Indenture of Release of the Third Day of *February* One thousand eight hundred and seven: And whereas the said *Baptist Smart*, on or about the Twenty-seventh Day of *November* One thousand seven hundred and seventy-seven, intermarried with *Sophia Whitmore*, and had Issue by her Two Children, the said *Whitmore Smart* and *Elizabeth Smart* Spinster: And whereas the said *Baptist Smart* duly made and published his last Will and Testament in Writing, dated the Twenty-first Day of *April* One thousand eight hundred and one, and thereby, after making certain specific Bequests therein

therein mentioned, gave and devised all the Rest and Residue of his Estate and Effects to his Wife *Sophia Smart* and the said *John Vernon*, upon Trust to raise and pay Two annual Sums of One hundred and fifty Pounds each to his Son the said *Whitmore Smart*, and his Daughter the said *Elizabeth Smart* Spinster, and, subject thereto, in Trust for the said *Elizabeth Smart* Widow for her Life, and after her Decease in Trust for the said *Sophia Smart* for her Life, and after the Decease of the Survivor of them the said *Elizabeth Smart* Widow and *Sophia Smart*, in Trust as to one Moiety of the said Estate and Effects for the said *Elizabeth Smart* Spinster, her Heirs, Executors, Administrators, and Assigns, for ever, and as to the other Moiety thereof in Trust for the said *Whitmore Smart*, his Heirs, Executors, Administrators, and Assigns, for ever: And whereas the said *Sophia*, Wife of the said *Baptist Smart*, died in the Month of *December* One thousand eight hundred and eleven, and was buried in the Month of *January* One thousand eight hundred and twelve: And whereas the said *Baptist Smart* died in the Month of *May* One thousand eight hundred and thirteen, without having altered or revoked his said Will, leaving the said *Whitmore Smart* his only Son and Heir at Law, and the said *Elizabeth Smart* Spinster, his Daughter and only other Child: And whereas the said *Whitmore Smart* and *Elizabeth Smart* Spinster filed their Supplemental Bill in the said Court of Chancery on or about the Thirty-first Day of *July* One thousand eight hundred and thirteen, against the said *Lucy Browne*, *Charles Goodwin*, *James Okell* and *Matilda* his Wife, *John Oliver*, *Philip Humberston*, *Charles Prescott*, and *John Okell*, thereby stating the said Original Bill, and that the said Defendants had answered thereto, but that before any further Proceedings were had the said *Baptist Smart* died, whereby the said Suit and Proceedings became abated; and also stating the said Will and Death of the said *Baptist Smart*, leaving the said *Whitmore Smart* his Heir at Law, and the said *Whitmore Smart* and *Elizabeth Smart* Spinster his only Children as aforesaid; and also stating that under the Will of the said *Baptist Smart* the said *Whitmore Smart* and *Elizabeth Smart* Spinster were become entitled to such Shares and Interest in Reversion in the said Estates of which a Partition was sought by the said Original Bill as the said *Baptist Smart* had or was entitled to; and therefore praying that the said *Whitmore Smart* and *Elizabeth Smart* Spinster might be declared entitled to carry on and prosecute the said Suit and Proceedings in concert with the said *Elizabeth Smart* Widow, *John Vernon*, and *William Francklin*, and that they might have the full Benefit thereof against the said several Parties Defendants thereto: And whereas the said *Lucy Browne*, *Charles Goodwin*, *James Okell* and *Matilda* his Wife, *John Oliver*, *Philip Humberston*, *Charles Prescott*, and *John Okell*, in or about the Month of *February* One thousand eight hundred and fourteen, filed their several and respective Answers to the said Supplemental Bill, admitting the several Statements therein contained: And whereas by the Decree made on the Hearing of the said Cause, dated the Thirteenth Day of *July* One thousand eight hundred and fourteen, it was ordered that it should be referred to Mr. *Steele*, one of the then Masters of the Court, to inquire and state to the Court whether the Plaintiffs, *Elizabeth Smart* Widow, *John Vernon*, *William Francklin*, *Whitmore Smart*, and *Elizabeth Smart* Spinster, had Title to the Eight Twenty-fourth

Supple-
mental Bill,
filed 31st
July 1813.

Answer of
Defendants
thereto, Fe-
bruary 1814.

Decree, 13th
July 1814.

[Private.]

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Parts

Master's
Report, 27th
July 1814.

Will of
Charles
Goodwin, 2d
January 1802.

Parts of the Estate in question in this Cause, as stated in their Bill; and in case the said Master should find that the Plaintiffs were entitled to the said Eight Twenty-fourth Parts of the said Estate, then it was ordered and decreed that a Commission of Partition should issue, directed to certain Commissioners to be therein named, to divide the said Estate into Twenty-four equal Parts; and it was ordered that Eight of such Twenty-fourth Parts should be allotted as the Shares of the Plaintiffs, subject to the Trusts mentioned in the Pleadings of the said Cause; and it was ordered that Six other of such Twenty-fourth Parts should be allotted as the Share of the Defendant *Lucy Browne*; and it was ordered that Five other of such Twenty-fourth Parts should be allotted to the Share of the Defendant *Charles Goodwin*; and it was ordered that the remaining Five Twenty-fourth Parts of the said Estates should be allotted to the Share of the said Defendants *James Okell* and *Matilda* his Wife, *John Oliver*, *Philip Humberston*, *Charles Prescott*, and *John Okell*, subject to the Uses, Trusts, Limitations, and Remainders expressed and declared concerning the same by the said Indentures of the Second and Third Days of *February* One thousand eight hundred and seven; and after such Partition should be made it was ordered that the Plaintiffs and Defendants should hold and enjoy their respective Shares of the said Estate to be allotted to them as aforesaid in Severalty, and execute to each other mutual Conveyances thereof according to their respective Estates and Interests therein: And whereas the said Master, by his Report made in the said Cause dated the Twenty-seventh Day of *July* One thousand eight hundred and fourteen, certified that he was of opinion that the Plaintiffs had Title to the Eight Twenty-fourth Parts of the Estates in question in the said Cause, as stated in their Bill; which said Report was afterwards absolutely confirmed by an Order of the said Court made on the Fourth Day of *August* One thousand eight hundred and fourteen: And whereas the said *Charles Goodwin* duly made and published his last Will and Testament in Writing, executed and attested so as to pass Freehold Estates by Devise, dated the Second Day of *January* One thousand eight hundred and two, and thereby gave and devised unto and to the Use of his Nephew *William Thomas*, his Heirs and Assigns, for ever, all his Five Twenty-fourth Parts or Shares of and in the Manors and Hereditaments in *Thurstaston*, *Caldy*, and *Heswall* aforesaid, called *Thurstaston* Estate, and as concerning the Residue of his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate in the said County of *Chester*, and in the Counties of *Denbigh* and *Flint*, or elsewhere, not therein-before devised to his said Nephew *William Thomas* as aforesaid, the said Testator gave and devised the same unto and to the Use of the said *Robert Hodgson* of the said City of *Chester*, Esquire, and *John Drake* of the same City, Esquire, and their Heirs, upon Trust to levy and raise, by Sale or Mortgage of the said Hereditaments, or any Part or Parts thereof, for any Term or Number of Years or otherwise, such Sum or Sums of Money (if any) as his Personal Estate should be insufficient for the Discharge of his just Debts and Funeral Expences and Legacies, and subject thereto he directed that they the said *Robert Hodgson* and *John Drake*, and their Heirs, should settle and assure all and singular the same Premises, and should until such Settlement should be made stand seised thereof upon Trust that they might, during the natural Lives of

of the several Persons to whom or to whose Use he intended to limit or devise the said Premises for Life, preserve the contingent Uses, and subject thereto upon Trust for and to the Use of his said Nephew *William Thomas*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of his said Trustees and their Heirs, upon Trust to preserve contingent Uses as aforesaid; with Remainder to the Use of the First and other Sons of his said Nephew, severally and successively in Tail; with Remainder to the Use of the Daughter and Daughters of his said Nephew *William Thomas*, as Tenants in Common in Tail, with cross Remainders in Tail between and amongst such Daughters; with Remainder to the Use of and in Trust for his the said Testator's Niece *Ann Thomas*, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of his said Trustees and their Heirs, upon Trust to preserve contingent Uses as aforesaid; with Remainder to the Use of the First and other Sons of his said Niece *Ann Thomas*, severally and successively in Tail; with Remainder to the Use of the Daughter and Daughters of his said Niece, as Tenants in Common in Tail, with cross Remainders in Tail between and amongst such Daughters; with Remainder to the Use of the eldest or only Son of his the said Testator's Relation *Goodwin Colquitt*, then living near *Lichfield* in the County of *Stafford*, and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of his said Trustees and their Heirs, upon Trust to preserve contingent Uses as aforesaid; with Remainder to the Use of the First and other Sons of such eldest or only Son of his said Relation *Goodwin Colquitt*, severally and successively in Tail; with Remainder to the Use and Behoof of his the Testator's own right Heirs for ever; and the said Testator directed that his said Nephew *William Thomas*, and all and every other Person and Persons who should possess and enjoy his said Manors, Messuages, Lands, and Hereditaments therein-before given and devised, should take the Name of *Goodwin*, and bear the Arms of his Family only, and should obtain His Majesty's Licence for that Purpose, and he directed that this should be considered as a Condition precedent to his said Nephew and such other Persons as aforesaid taking any beneficial Interest in his said Real Estates under or by virtue of that his Will: And whereas the said *William Thomas* died in the Lifetime of the said *Charles Goodwin* without leaving any Issue: And whereas the said *Charles Goodwin* duly made and published a Codicil in Writing to his said Will, dated the Twenty-third Day of *November* One thousand eight hundred and four, executed and attested so as to pass Freehold Estates by Devise, whereby, after reciting his Will to the Effect aforesaid, and that the said *William Thomas* was dead, the said *Charles Goodwin* gave and devised his said Five Twenty-fourth Parts or Shares of and in the said Manors and Hereditaments in *Thurstaston*, *Caldy*, and *Heswall* aforesaid, called the *Thurstaston* Estate, unto and to the Use of the said *Robert Hodgson* and *John Drake* and their Heirs, upon Trust that they or the Survivor of them, or the Heirs and Assigns of such Survivor, should, as soon as conveniently might be after the said Testator's Decease, settle and convey all and singular the same Premises, and until such Settlement should be made should stand seised thereof in Trust for the Testator's said Niece *Ann Thomas*,
and

Codicil to
Charles
Goodwin's
Will, 23d
November
1804.

Supple-
mental Bill,
filed 15th
March 1815.

and her Assigns, during her Life, without Impeachment of Waste; with Remainder to the Use of the said *Robert Hodgson* and *John Drake* and their Heirs, to preserve the contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Ann Thomas*, severally and successively in Tail; with Remainder to the Use of the Daughter and Daughters of his said Niece, as Tenants in Common in Tail, with cross Remainders in Tail between and amongst such Daughters; with Remainder to the Use of the eldest or only Son of the Testator's said Relation *Goodwin Colquitt*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the said Trustees and their Heirs to preserve the contingent Remainders; with Remainder to the Use of the First and other Sons of such eldest or only Son of his said Relation *Goodwin Colquitt*, severally and successively in Tail; with Remainder to the Testator's own right Heirs for ever: And whereas the said *Charles Goodwin* died in the Month of *January* One thousand eight hundred and fifteen, without having altered or revoked the said recited Codicil, or the said recited Devise made by his said Will of the Residue of his Real Estates, leaving the said *Ann Thomas*, then *Ann Maxwell*, the Wife of *Hugh Maxwell* of *Mount Allyn* near *Wrexham* in the County of *Denbigh*, his Heiress at Law, and *Goodwin Colquitt*, the eldest Son of his said Relation *Goodwin Colquitt*, him surviving; and the said *Hugh Maxwell* and *Ann* his Wife, in pursuance of His Majesty's Licence for that Purpose obtained, dated the Thirteenth Day of *February* One thousand eight hundred and fifteen, have taken the Name of *Goodwin* and bear the Arms of *Goodwin* only: And whereas the said *Elizabeth Smart* Widow, *John Vernon*, *William Francklin*, *Whitmore Smart*, and *Elizabeth Smart* Spinster, on or about the Fifteenth Day of *March* One thousand eight hundred and fifteen, filed their Bill in the said Court of Chancery against the said *Robert Hodgson*, *John Drake*, *Hugh Goodwin* and *Ann* his Wife, and *Goodwin Colquitt* the Son, thereby stating as or to the Effect herein-before recited, and also that the said Defendant *Charles Goodwin* had departed this Life, whereby the said Suit and Proceedings as to him had become abated, and also stating the said Will, Codicil, and Death of the said *Charles Goodwin*, leaving the said *Ann Goodwin* his Heiress at Law, and the said Defendant *Goodwin Colquitt*, him surviving, and also stating that under the said Codicil of the said *Charles Goodwin* the said Defendants *Robert Hodgson* and *John Drake* became entitled to such Shares and Interest in the said Hereditaments (in Trust, however, for the said *Ann Goodwin* and her Children, if any, and for the said *Goodwin Colquitt* the Son, and his Children, if any,) of which a Partition was sought by the said Original Bill as the said *Charles Goodwin* had or was entitled to, and also stating that the said *Hugh Goodwin* and *Ann* his Wife had not any Issue, and that the said *Goodwin Colquitt* the Son had then lately intermarried with *Ann Wallace*, and had not any Issue, and that there was not then any Tenant in Tail in being of the said Share and Interest of the said *Charles Goodwin* of and in the said Estate, the Bill therefore prayed that the Plaintiffs might be declared entitled to carry on and prosecute the said Suit, Decree, and Proceedings against the said *Robert Hodgson*, *John Drake*, *Hugh Goodwin* and *Ann* his Wife, and *Goodwin Colquitt* the Son, and that they might have the full Benefit thereof against them and each and

every of them: And whereas by the Decree made on the Hearing of the last-mentioned Cause, dated the Ninth Day of *May* One thousand eight hundred and fifteen, it was ordered and decreed that the former Decree and Proceedings be carried on and prosecuted between the Parties to that Suit in like Manner as by the said former Decree directed between the said Parties to the first-mentioned Suit; and it was ordered that a Commission of Partition should issue to certain Commissioners to be therein named, to divide the said Estate into Twenty-four equal Parts, as directed by the former Decree; and it was ordered that the Five Twenty-fourth Parts which by the said Decree were directed to be allotted as the Share of the said late Defendant *Charles Goodwin* should be allotted to the Defendants *Robert Hodgson* and *John Drake*, upon the Trusts of the Will of the said late Defendant *Charles Goodwin*; and after such Partition should be made it was ordered that the Plaintiffs and Defendants should hold and enjoy their respective Shares of the said Estate to be allotted to them as aforesaid in Severalty, and execute mutual Conveyances to each other thereof, according to their respective Estates and Interests therein: And whereas, in pursuance of the last-recited Decree, a Commission of Partition was issued on the Tenth Day of *February* One thousand eight hundred and eighteen, directed to certain Commissioners in the said Commission named: And whereas *Valentine Vickers* and *Richard Ashurst*, Two of the Commissioners in the said Commission named, duly made their Return to the said Commission, which Return bore Date the Second Day of *April* One thousand eight hundred and eighteen, and thereby certified, that they had allotted all the said Manor or Lordship or reputed Manor or Lordship of *Caldy* in the County of *Chester*, with all Rights, Royalties, Franchises, Members, and Appurtenances thereunto belonging, and also all those the several Messuages or Dwelling Houses, Lands and Hereditaments, situate, lying, and being in the Township of *Caldy* in the said County of *Chester*, specified in the First Schedule thereto annexed, subject to the Arrangement by them made with respect to the Land Tax, as in the said Schedule expressed, and which said Premises comprised in the said First Schedule were more particularly delineated and described by the Colour Green in the Map or Plan thereto annexed, being Eight Twenty-fourth Parts of the Estates in the Pleadings mentioned, as and for the Share of the Plaintiff *Elizabeth Smart* Widow, *John Vernon*, *William Francklin*, *Whitmore Smart*, and *Elizabeth Smart* Spinster, and their several and respective Heirs and Assigns, for the like Estates, Terms, and Interests as they respectively had in the whole of the said Estates and Premises in the Pleadings mentioned; and the said *Valentine Vickers* and *Richard Ashurst* thereby further certified, that they had allotted all that Messuage or Dwelling House, and all those several Pieces or Parcels of Land and Hereditaments, situate, lying, and being in the Township of *Thurstaston* in the said County of *Chester*, and also all that Cottage or Dwelling House, and the several Pieces or Parcels of Land and Hereditaments, situate, lying, and being in the Township of *Caldy* aforesaid in the same County, specified and set forth in the Second Schedule thereto annexed, subject to the Arrangement by them made with respect to the Land Tax as in the same Schedule expressed,

[*Private.*]

Decree in
last Suit,
9th May 1815.

Commission
for Partition,
10th Feb.
1818.

Commis-
sioners made
their Return,
2d April 1818.

pressed, and which said last-mentioned Premises were more particularly delineated and described by the Colour Red in the Map thereunto annexed, being Five Twenty-fourth Parts of the Estates in the Pleadings mentioned, as and for the Share of the said Defendant *John Drake*, his Heirs and Assigns, to be held in Severalty by them upon the Trusts of the Will of the said late Defendant *Charles Goodwin*, for the like Term, Estate, and Interest as he the said *John Drake* had in the whole of the said Estate and Premises; and the Commissioners thereby further certified, that they had allotted all that the Manor or Lordship or reputed Manor or Lordship of *Thurstaston* in the said County of *Chester*, with the Rights, Members, and Appurtenances thereunto belonging, and also all that Capital Messuage or Mansion House called *Thurstaston Hall*, with the Outbuildings thereunto belonging, and also all those several other Messuages or Dwelling Houses, Lands and Hereditaments, situate in the Township of *Thurstaston* aforesaid, specified in the Third Schedule thereto, subject to the Arrangement by them made with respect to the Land Tax, and also subject to the several Leases in the said Third Schedule mentioned, and which Premises were more particularly delineated and described by the Colour Blue in the Plan thereto annexed, being Six Twenty-fourth Parts of the Estates in the Pleadings mentioned, as the Share of the said Defendant *Lucy Browne*, her Heirs and Assigns, to be held in Severalty by her the said *Lucy Browne*, her Heirs and Assigns; and they did thereby further certify, that they had allotted all that undivided Moiety or equal Half Part of and in all that the Manor or Lordship or reputed Manor or Lordship of *Heswall* in the said County of *Chester*, with all Rights and Appurtenances thereto belonging, and also all that undivided Moiety of the Manor of *Oldfield* in the said County of *Chester*, with all Rights and Appurtenances thereto belonging, and also all that the alternate Right of Presentation to the Rectory or Advowson of *Heswall*, with the alternate Right to the Possession of such Rectory or Advowson, with the Parsonage House, Outbuildings, Glebe Lands, Tithes, Tenths, and other Ecclesiastical Dues thereunto belonging, and also all those the several Messuages or Dwelling Houses, Lands, and Hereditaments situate in the Townships of *Heswall* and *Oldfield* aforesaid, and also the several Fields, Closes, or Parcels of Land lying and being in the Township of *Thurstaston* aforesaid, specified in the Fourth Schedule thereto, subject to the Arrangement by them made with respect to the Land Tax as in the said Fourth Schedule expressed, and which were more particularly described by the Colour Yellow in the Map thereunto annexed, being the remaining Five Twenty-fourth Parts of the Estates in the Pleadings mentioned, as the Share of the said Defendants *James Okell* and *Matilda* his Wife, *John Oliver*, *Philip Humberston*, *Charles Prescott*, and *John Okell*, and their respective Heirs and Assigns, for the like Estates, Terms, and Interests as they respectively had in the whole of the said Estates and Premises in the said Pleadings mentioned: And whereas the said *Robert Hodgson* died in the Year One thousand eight hundred and sixteen, and the said *Charles Prescott* died in the Month of *April* One thousand eight hundred and twenty, and the said *Elizabeth Smart* Widow died in the Month of *September* One thousand eight hundred and twenty, and the said *James Okell* died

died in the Month of *July* One thousand eight hundred and twenty-one, without leaving any Issue : And whereas by Indentures of Lease and Release, dated respectively the Sixteenth and Seventeenth Days of *July* One thousand eight hundred and twenty-two, the Release being made between the said *John Vernon* and *William Francklin* of the First Part, the said *Whitmore Smart* and *Elizabeth Smart* Spinster of the Second Part, the said *John Drake* of the Third Part, the said *Hugh Maxwell Goodwin* and *Ann* his Wife, and *Goodwin Colquitt* the Son, of the Fourth Part, the said *Lucy Browne* of the Fifth Part, the said *John Oliver* and *Philip Humberston* of the Sixth Part, the said *John Okell* of the Seventh Part, the said *Matilda Okell*, Widow of the said *James Okell* deceased, of the Eighth Part, and *Thomas Howe* of the Ninth Part, after reciting as or to the Effect herein-before recited, and reciting that the said *James Okell* departed this Life on or about the

Indentures of Lease and Release, being the Deed confirming Partition, 16th & 17th July 1822.

Day of then last, leaving the said *Matilda Okell* him surviving, and without leaving or ever having had any Issue by her, and that upon his Death without Issue as aforesaid the said *Matilda Okell* became absolutely entitled in Fee to the said Five Twenty-fourth Parts of the said Hereditaments under and by virtue of the before-mentioned Indenture of Lease of the Third *February* One thousand eight hundred and seven, that *William Courtenay* Esquire, the Master to whom the said Causes stood transferred, had settled and approved of the Indenture now in recital as a proper Conveyance of the respective Shares of the several Parties of and in the said Estates directed to be divided and allotted, it is witnessed, that in pursuance of the said several before-recited Decrees and Orders of the said Court of Chancery, and in obedience thereto, and for the nominal Consideration therein mentioned, they the said *John Vernon* and *William Francklin*, at the Request and by the Direction of the said *Whitmore Smart* and *Elizabeth Smart* Spinster, and with the Consent and Approbation of the several other Persons Parties thereto of the Third, Fourth, Fifth, Sixth, Seventh, and Eighth Parts, (testified as therein mentioned,) did bargain, sell, and release, and the said *Whitmore Smart* and *Elizabeth Smart* Spinster, with the Consent of the said several other Persons Parties thereto of the Third, Fourth, Fifth, Seventh, and Eighth Parts, did grant, bargain, sell, release, ratify, and confirm, and the said *John Drake*, at the Request and by the Direction of the said *Hugh Maxwell Goodwin* and *Ann* his Wife, and *Goodwin Colquitt* the Son, and with the Consent of the said several Persons Parties thereto of the First, Second, Fifth, Sixth, Seventh, and Eighth Parts, testified as aforesaid, did bargain, sell, and release, and the said *Hugh Maxwell Goodwin* and *Ann* his Wife, and *Goodwin Colquitt* the Son, with the Consent of the several other Persons Parties thereto of the First, Second, Fifth, Sixth, Seventh, and Eighth Parts, did grant, bargain, sell, release, ratify, and confirm, and the said *Lucy Browne*, with the Consent of the several other Persons Parties thereto of the First, Second, Third, Fourth, Sixth, Seventh, and Eighth Parts, testified as aforesaid, did grant, bargain, sell, release, ratify, and confirm, and the said *John Oliver* and *Philip Humberston*, with the Consent of the said *Matilda Okell* as aforesaid, and with the Consent of the said several other Persons Parties thereto of the First, Second, Third, Fourth, Fifth, and Seventh Parts,

Parts, and by virtue only of any Estate and Estates vested in them, and not by way of Exercise of any Power of making a Partition, did bargain, sell, and release, and the said *John Okell*, with the Consent of the said *Matilda Okell* and *John Oliver* and *Philip Humberston*, testified as aforesaid, and likewise with the Consent of the said several other Persons Parties thereto of the First, Second, Third, Fourth, and Fifth Parts, testified as aforesaid, and for the Purpose of conveying any Estate and surrendering any Term vested in him, did bargain, sell, and release, and the said *Matilda Okell*, by and with the Consent and Approbation of the said several Persons Parties thereto of the First, Second, Third, Fourth, and Fifth Parts, testified as aforesaid, did grant, bargain, sell, release, ratify, and confirm, unto the said *Thomas Howe* and to his Heirs and Assigns all and singular the Manor or Lordship or reputed Manor or Lordship of *Caldy* aforesaid, with the Rights, Royalties, Franchises, Members, and Appurtenances thereunto belonging, and all and singular the Messuages, Lands, and Hereditaments situate, lying, and being in the Township of *Caldy* aforesaid; and also all that Messuage or Dwelling House, and all those several Pieces or Parcels of Land and Hereditaments situate, lying, and being in the Township of *Thurstaston* aforesaid; and also all that Cottage or Dwelling House, with the several Pieces or Parcels of Land, situate lying, and being in the Township of *Caldy* aforesaid; and also all that the Manor of *Thurstaston*, with the Rights, Royalties, Members, and Appurtenances thereunto belonging; and all that Capital Messuage called *Thurstaston Hall*, with the Outbuildings thereto belonging; and all and singular the several Messuages, Lands, and Hereditaments situate, lying, and being in the Township of *Thurstaston*; and also all that One undivided Moiety or Half Part of and in the Manor or Lordship of *Heswall*, with all Rights, Royalties, Members, and Appurtenances thereto belonging; and also all that One undivided Moiety or equal Half Part of the Manor of *Oldfield*, with the Rights and Appurtenances thereunto belonging; and also the alternate Right of Presentation of, in, and to the Rectory or Advowson of *Heswall* aforesaid, with the alternate Right to the Possession and Enjoyment of such Rectory or Advowson, together with the Parsonage House, Outbuildings, Glebe Lands, Tithes, Tenths, and other Ecclesiastical Dues to the said Rectory or Advowson belonging; and also all those several Messuages or Dwelling Houses, Lands and Hereditaments, situate, lying, and being in the several Townships of *Heswall* and *Oldfield* aforesaid; and also the several Fields, Closes, or Parcels of Land in the Township of *Thurstaston* aforesaid, all which Premises were more particularly described in the Four first Schedules to the Indenture now in recital annexed, together with the Rights, Royalties, Members, and Appurtenances whatsoever to the said Manor, Advowson, Messuages, Farms, Lands, Hereditaments, and Premises, or any Part thereof, belonging; to hold the same unto the said *Thomas Howe*, his Heirs and Assigns, to the several Uses, and upon and for the several Ends, Intents, and Purposes therein-after mentioned; (that is to say,) as to the Manor, Messuages, Lands, Tenements, and Hereditaments described in the First Schedule to the Indenture now in recital annexed (being the same Hereditaments as are comprised in the said First Schedule annexed to the said Return of the said Commissioners),

to the Use of the said *John Vernon* and *William Francklin*, their Heirs and Assigns, nevertheless upon the Trusts, and to and for the several Ends, Intents, and Purposes, and under and subject to the several Provisoos, Declarations, and Agreements mentioned and contained or referred to in and by the said recited Indentures of the Sixth Day of *March* One thousand eight hundred and one and the Twenty-sixth Day of *March* One thousand eight hundred and five; and as to the Messuage or Dwelling House and Cottage, and the several Lands, Tenements, Hereditaments, and Premises, mentioned and described in the Second Schedule to the Indenture now in recital annexed (being the same Hereditaments as are comprised in the said Second Schedule annexed to the said Return of the said Commissioners), to the Use of the said *John Drake*, his Heirs and Assigns, nevertheless upon the Trusts, and under and subject to the Powers, Provisoos, Conditions, and Limitations, in the therein-before recited Codicil to the said Will of the said *Charles Goodwin* mentioned and expressed concerning his Real Estates; and as to all that the Manor of *Thurstaston*, with the Rights, Royalties, Members, and Appurtenances, together with the Mansion House called *Thurstaston Hall*, and the Outbuildings and Appurtenances thereto belonging, and all and singular the Messuages, Lands, Hereditaments, and Premises comprised in the Third Schedule to the Indenture now in recital annexed (being the same Hereditaments as are comprised in the said Third Schedule annexed to the said Return of the said Commissioners), to the Use of the said *Lucy Browne*, her Heirs and Assigns, for ever; and as to the Moiety of the Manor of *Heswall*, and all that the undivided Moiety of the Manor of *Oldfield*, and of and in the Rights and Royalties, Members and Appurtenances thereunto belonging, and all that the alternate Right of Presentation to the Rectory or Advowson of *Heswall*, with the Lands, Tithes, and Tenths thereto belonging, and all other the Messuages, Lands, Tenements, Tithes, Tenths, Hereditaments, and Premises, mentioned and comprised in the Fourth Schedule to the Indenture now in recital annexed (being the same Hereditaments as are comprised in the said Fourth Schedule annexed to the said Return of the said Commissioners), to the Use of the said *Matilda Okell*, her Heirs and Assigns, for ever: And whereas by Indenture of Lease and Release, dated respectively the Sixth and Seventh Days of *March* One thousand eight hundred and twenty-three, the Release being made between the said *John Vernon* and *William Francklin* of the First Part, *Francis Wightwick* of the Second Part, the said *Whitmore Smart* and *Elizabeth Smart* Spinster of the Third Part, and *Barbara Julia Horne* of the Fourth Part, after reciting the said Indenture of the Sixth Day of *March* One thousand eight hundred and one, and an Indenture of the Tenth Day of *July* One thousand eight hundred and one, and made between the said *Baptist Smart* and *Elizabeth Smart* Widow of the one Part, and the said *John Vernon* and *Samuel Vines* of the other Part, whereby the said Parts, Shares, and Hereditaments comprised in the said Indenture of the Sixth Day of *March* One thousand eight hundred and one were charged with the Payment of the Sum of Five hundred Pounds and Interest to the said *John Vernon*; and an Indenture dated the Twenty-fourth Day of *July* One thousand eight hundred and two, and made between the said *Baptist Smart* and *Elizabeth*

Indentures of Lease and Release, being a Mortgage for 11,500*l.*, dated 6th and 7th March 1823.

[Private.]

a a

Smart

Smart Widow of the one Part, and the said *John Vernon* and *Samuel Vines* of the other Part, whereby the same Parts, Shares, and Hereditaments were charged with the Payment of the further Sum of Five hundred Pounds and Interest to the said *John Vernon* ; and an Indenture dated the Twelfth Day of *September* One thousand eight hundred and three, and made between the said *Baptist Smart* of the one Part, and the said *John Vernon* and *Samuel Vines* of the other Part, whereby the same Parts, Shares, and Hereditaments were charged with the Payment of the further Sums of One hundred Pounds and Three hundred Pounds and Interest to the said *John Vernon* ; and the said Indenture of the Twenty-sixth Day of *March* One thousand eight hundred and five, and an Agreement in Writing dated the Fifth Day of *June* One thousand eight hundred and five, and made between the said *Baptist Smart* and *Elizabeth Smart* Widow of the one Part, and the said *John Vernon* of the other Part, whereby (after reciting that the said Sums of Five hundred Pounds, Five hundred Pounds, One hundred Pounds, and Three hundred Pounds, together with the further Sums of Three hundred Pounds and Two hundred Pounds lent by the said *John Vernon* to the said *Baptist Smart*, and making together the Sum of One thousand nine hundred Pounds, were then due,) the same Parts, Shares, and Hereditaments were charged with the Payment of the said Sum of One thousand nine hundred Pounds then due, and Interest, to the said *John Vernon*, and such further Sums as he should advance, as therein mentioned ; and also after reciting the Death of the said *Elizabeth Smart* Widow, the Death and Will of the said *Baptist Smart*, and that there was then due to the said *John Vernon*, by virtue of his aforesaid Securities, the Sum of Six thousand Pounds ; and also after reciting an Indenture dated the Twenty-first Day of *November* One thousand eight hundred and seventeen, and made between the said *Whitmore Smart* of the First Part, *Mary Close* Widow of the Second Part, the said *Elizabeth Smart* Spinster of the Third Part, the said *Francis Wightwick* of the Fourth Part, and *John Franchlin* of the Fifth Part, whereby the said *Francis Wightwick* became entitled to the Sum of One thousand five hundred Pounds charged on the same Parts, Shares, and Hereditaments, as therein mentioned, and the said Indenture of the Seventeenth Day of *July* One thousand eight hundred and twenty-two, and that at the Request of the said *Whitmore Smart* the said *Barbara Julia Horne* had agreed to lend him the Sum of Eleven thousand five hundred Pounds for the Purpose of discharging the several Incumbrances therein-before mentioned, and supplying his other Exigencies, except as to the Sum of Two hundred and fifty Pounds, which was intended for the joint Use of the said *Whitmore Smart* and *Elizabeth Smart* Spinster, as therein-after mentioned, on Security of a Mortgage of the Manor and Hereditaments therein-after described and thereby released, and that the said *Elizabeth Smart* Spinster had consented, for the better securing of the said Loan of Money, to join in the same Mortgage, upon the express Understanding that the Equity of Redemption of the same Manor and Hereditaments should be settled in the Manner, to the Use, and upon the Trusts therein-after declared thereof, and that the Part, Share, and Interest of the said *Whitmore Smart* of and in the same Hereditaments should, as between him and the said *Elizabeth Smart* Spinster, be considered as the primary Fund

for Payment of the Sum of Three thousand seven hundred and fifty Pounds, Part of the said Sum of Eleven thousand five hundred Pounds and Interest, the said Sum of Three thousand seven hundred and fifty Pounds being advanced by the said *Barbara Julia Horne* for the sole Benefit of the said *Whitmore Smart*, and the remaining Seven thousand seven hundred and fifty Pounds being advanced for the Purpose of discharging the said Sums of Six thousand Pounds and One thousand five hundred Pounds due to the said *John Vernon* and *Francis Wightwick* as aforesaid, and the Sum of Two hundred and fifty Pounds which was payable jointly by the said *Whitmore Smart* and *Elizabeth Smart* Spinster; it is witnessed, that in pursuance and performance of the said Agreement, and in consideration of the following several Sums by the said *Barbara Julia Horne* paid, at the Request and by the Direction of the said *Whitmore Smart*, and with the Consent and Approbation of the said *Elizabeth Smart* Spinster, testified as therein mentioned, that is to say, to the said *John Vernon* the Sum of Six thousand Pounds, and to the said *Francis Wightwick* the Sum of One thousand five hundred Pounds, in full Satisfaction and Discharge of all Principal Monies and Interest due to the said *John Vernon* and *Francis Wightwick* respectively upon the Securities therein-before recited, and also in consideration of the Sum of Three thousand seven hundred and fifty Pounds, other Part of the said Sum of Eleven thousand five hundred Pounds, to the said *Whitmore Smart* paid and lent by the said *Barbara Julia Horne*, and also in consideration of the Sum of Two hundred and fifty Pounds, Residue of the said Sum of Eleven thousand five hundred Pounds, to the said *Whitmore Smart* and *Elizabeth Smart* Spinster paid by the said *Barbara Julia Horne*, they the said *John Vernon* and *William Francklin*, at the Request and by the Direction of the said *Whitmore Smart* and *Elizabeth Smart* Spinster, according to their respective Estates, Rights, Shares, and Interests, did bargain, sell, and release, and the said *Whitmore Smart* and *Elizabeth Smart* Spinster did each of them grant, bargain, sell, release, ratify, and confirm, and the said *Francis Wightwick* did remise, release, acquit, and quit Claim unto the said *Barbara Julia Horne*, her Heirs and Assigns, for ever, the said Manor and other Hereditaments comprised in the said First Schedule to the said Indenture of the Seventeenth Day of *February* One thousand eight hundred and twenty-two annexed, as aforesaid, with the Appurtenances, to hold the same unto and to the Use of the said *Barbara Julia Horne*, her Heirs and Assigns, for ever, discharged from the Trusts contained in the said Indentures of Release of the Sixth Day of *March* One thousand eight hundred and one, the Twenty-sixth Day of *March* One thousand eight hundred and five, and the Seventeenth Day of *July* One thousand eight hundred and twenty-two; and it was by the said Indenture now in recital declared, that if the said *Whitmore Smart* and *Elizabeth Smart* Spinster, or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, should, at the Expiration of the Term of Five Years, to be computed from the Date of the same Indenture, pay unto the said *Barbara Julia Horne*, her Executors, Administrators, or Assigns, the Sum of Eleven thousand five hundred Pounds, with Interest for the same, at the Rate and at the Times and in the Manner therein mentioned, then the said *Barbara Julia Horne*, her Heirs and Assigns, would, upon the Request and at the Costs and Charges of the said
Whitmore

Indentures
of Lease and
Release,
being a fur-
ther Mort-
gage for 500l.,
7th and 8th
Sept. 1823.

Will of Whit-
more Smart,
2d August
1828.

Whitmore Smart and *Elizabeth Smart* Spinster, their Heirs and Assigns, reconvey the said Manor and Hereditaments thereby released unto and to the Use of the said *Elizabeth Smart* Spinster, her Heirs and Assigns, for ever, nevertheless upon Trust, as to One Moiety of the same Hereditaments, by Mortgage or Sale of the same, or by such other Ways and Means as the said *Elizabeth Smart* Spinster, her Heirs or Assigns, should in her or their Discretion think proper, raise so much Money as would be sufficient, after defraying the Expences of raising the same, to repay to herself and themselves all such Sums of Money exceeding the Sum of Three thousand one hundred and twenty-five Pounds, and the Interest to grow due thereon, which she or they should have paid unto the said *Barbara Julia Horne*, her Heirs, Executors, Administrators, or Assigns, in Redemption of the same Hereditaments, together with Interest for the same Sums of Money from the respective Days of such Payment as aforesaid, and after raising and retaining the Money which might have been so paid by her or them, and the Interest thereof, as aforesaid, and subject thereto, in Trust for the said *Whitmore Smart*, his Heirs and Assigns: And whereas by Indentures of Lease and Release, dated respectively the Seventh and Eighth Days of *September* One thousand eight hundred and twenty-three, and made between the said *Whitmore Smart* and *Elizabeth Smart* Spinster of the one Part, and *Mary Howe* of *West End, Hampstead*, in the County of *Middlesex*, Spinster, of the other Part, for the Considerations in the same Indenture of Release mentioned, the said *Whitmore Smart* and *Elizabeth Smart* Spinster did grant, bargain, sell, release, and confirm unto the said *Mary Howe* and her Heirs the said Manor and Hereditaments comprised in the said recited Indenture of the Seventh Day of *March* One thousand eight hundred and twenty-three, with the Appurtenances, to hold the same unto and to the Use of the said *Mary Howe*, her Heirs and Assigns, for ever, subject nevertheless to the aforesaid Mortgage of the same Hereditaments to the said *Barbara Julia Horne*, and also subject to the Proviso therein-after contained for the Redemption of the same Hereditaments on Payment by the said *Whitmore Smart* and *Elizabeth Smart* Spinster, their Heirs, Executors, or Administrators, to the said *Mary Howe*, her Executors, Administrators, or Assigns, of the Sum of Five hundred Pounds, and Interest, after the Rate and at the Time therein-mentioned: And whereas the said *Whitmore Smart* duly made and published his last Will and Testament in Writing, dated the Second Day of *August* One thousand eight hundred and twenty-eight, and executed and attested as by Law is required in Devises of Freehold Estates, and thereby, after directing all his just Debts and Testamentary Expences to be paid, and charging all his Real and Personal Estate with the Payment thereof, gave and devised unto *Joseph Attersoll* of *Piccadilly* in the County of *Middlesex*, Esquire, all his Freehold and Leasehold Estates, Lands, Messuages, and Tenements situate in the several Counties of *Chester* and *Middlesex*, and all and singular other his Real and Personal Estate, Money, Property, and Effects whatsoever, and wheresoever situate, and of what Nature, Kind, or Quality soever, whereof or whereto he, or any Person or Persons in Trust for him, then was or were or should or might be in anywise possessed or entitled at the Time of his Decease, subject nevertheless to and after Payment of his just Debts, Funeral and Testa-

Testamentary Expences aforesaid, to hold the same unto the said *Joseph Attersoll*, his Heirs, Executors, and Administrators respectively, according to the different Natures and Qualities thereof respectively, upon Trust to pay unto or permit his the said Testator's Wife *Jane Smart*, whom he had that Day married, and her Assigns, during her Life, to receive the yearly and other Rents, Issues, and Profits thereof respectively for her and their own Use, and after her Decease to the Use of and in Trust for all and every the Child and Children, Male or Female, which he might thereafter have by his said Wife, to be equally divided amongst them, if more than One, Share and Share alike, as Tenants in Common, and of the several and respective Heirs, Executors, Administrators, and Assigns respectively of all and every such Child and Children, and if but One such Child, then to the Use of and in Trust for such only Child, and his or her Heirs, Executors, Administrators, and Assigns respectively; and in default of such Issue, to the Use of and in Trust for his the said Testator's Sister the said *Elizabeth Smart* Spinster, her Heirs, Executors, Administrators, and Assigns respectively, for ever; and the said Testator appointed his said Wife and the said *Joseph Attersoll* Executrix and Executor of his said Will: And whereas the said *Whitmore Smart*, on or about the Second Day of *August* One thousand eight hundred and twenty-eight, intermarried with *Jane Ley*, and died in the Month of *February* One thousand eight hundred and thirty-four, without having altered or revoked his said Will, and without having had any Issue by his said Wife, leaving the said *Elizabeth Smart* Spinster his Heiress at Law: And whereas by Deed Poll dated the Twenty-eighth Day of *April* One thousand eight hundred and thirty-four, and under the Hand and Seal of the said *Joseph Attersoll*, after reciting the said last-recited Will, and the Death of the said *Whitmore Smart*, the said *Joseph Attersoll* did thereby decline and refuse to accept or to take any Estate, Right, Title, Power, Trust, Office, or Interest whatsoever under or by virtue of the said Will, either as Trustee or Executor of or in the Real and Personal Estate of the said *Whitmore Smart*, or any Part thereof respectively, or to act in the Execution of the Trusts or Powers intended to have been thereby in him reposed, or in the Execution of the said Will, or in anywise to interfere or intermeddle in the Premises, but, on the contrary, he the said *Joseph Attersoll* did absolutely and irrevocably renounce and disclaim all Authority, Office, Matter, and Thing in and by the said Will given, devised, bequeathed, contained, or expressed in anywise relating to the Premises: And whereas the said *Jane Smart* did, on the Fifteenth Day of *May* One thousand eight hundred and thirty-four, duly prove the said recited Will of the said *Whitmore Smart* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Two several Sums of Eleven thousand five hundred Pounds and Five hundred Pounds are still due by virtue of the said several recited Securities of the Seventh Day of *March* One thousand eight hundred and twenty-three and the Eighth Day of *September* One thousand eight hundred and twenty-three: And whereas the said *Ann Goodwin* is still living, and has never had any Issue, and being of the Age of Seventy Years and upwards it is not now probable that she will ever have any Issue: And whereas the said *Goodwin Colquitt* the Son died in the Month of *April* One thousand eight hundred and twenty-three, having, on or about the Twenty-

Deed and
Renunciation
by Joseph
Attersoll,
Esq., 28th
April 1834.

[Private.]

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third

Will of Lucy
Browne, 26th
June 1828.

third Day of *August* One thousand eight hundred and fourteen, intermarried with *Anne Colquhoun Wallace*, and having had and leaving Issue Male Two Sons, namely, *Goodwin Charles Colquitt* his eldest Son, who is now living and an Infant of the Age of Eighteen Years and upwards, and *John Wallace Colquitt* his youngest Son, who is also now living and an Infant of the Age of Eleven Years and upwards; and the said *Goodwin Colquitt* the Son, by his last Will and Testament in Writing, duly made and published, and dated the Ninth Day of *February* One thousand eight hundred and twenty, appointed his Wife *Ann Colquhoun Colquitt*, his Father *Goodwin Colquitt* Esquire, and *Ann Wallace* Spinster, to be the Guardians of the Persons and Fortunes of his said Children: And whereas the said *Anne Colquhoun Colquitt* and *Goodwin Colquitt* the Father are both since deceased: And whereas the said *John Drake* died on the Thirteenth Day of *April* One thousand eight hundred and twenty-four, having first duly made and published his last Will and Testament in Writing, dated the Twenty-eighth Day of *June* One thousand eight hundred and nineteen, and executed and attested as by Law is required in Cases of Freehold Estate by Devise, and after making thereby certain Devises and Bequests, as for and concerning all the Rest, Residue, and Remainder of his Real and Personal Estate, of what Nature or Kind soever, that he should happen to die seised or possessed of or entitled to, he gave, devised, and bequeathed the same and every Part thereof unto his Cousin *John Swarbreck Rogers* of the City of *Chester*, his Heirs, Executors, Administrators, and Assigns, to and for his and their own Use: And whereas the said *John Swarbreck Rogers* died in the Month of *May* One thousand eight hundred and thirty-four, having in his Lifetime, on or about the Third Day of *January* One thousand eight hundred and three, intermarried with *Ann Hughes*, and leaving *John Rogers* his Son and Heir-at-Law: And whereas the said *Lucy Browne* duly made and published her last Will and Testament in Writing, dated the Twenty-sixth Day of *June* One thousand eight hundred and twenty-eight, and thereby gave, devised, and bequeathed unto *John Owen* of *Upper Islington, Liverpool*, in the County of *Lancaster*, Esquire, all those her Messuages or Tenements, Farms, Lands, Hereditaments, and Premises in the Township of *Thurstaston* in the Hundred of *Wirral* and County of *Chester* which she was then seised, possessed of, or entitled to by Inheritance, Purchase, Exchange of Lands, or otherwise howsoever, and whether the same were of Freehold, Copyhold, or Leasehold Tenure, and all the Estate, Term, and Interest which she should have or be entitled to therein at the Time of her Decease, also all that her Manor of *Thurstaston*, with all its Emoluments, Privileges, Rights, Members, and Appurtenances whatsoever, also all that the Manor House called or known by the Name or Title of *Thurstaston Hall*, situate in the said Hundred of *Wirral*, also all her Right to the Pews down One Side of *Thurstaston* Church, with certain other Hereditaments, to hold the same unto the said *John Owen*, his Heirs, Executors, and Administrators, according to the Nature and Tenure of the same respectively, to the Use of Lieutenant Colonel *John Baskervyle Glegg* of *Neston* in the County of *Chester*, therein called *John Glegg*, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Owen*, his Heirs, Executors, and Administrators, during the Life

of the said *John Baskervyle Glegg*, in Trust to preserve the contingent Uses; with Remainder to the Use of the First and other Sons of the said *John Baskervyle Glegg*, severally and successively in Tail Male; with Remainder to the Use of *Edward Holt Glegg*, therein called *Edward Glegg*, Son of Major General *Glegg* of *Backford* in the County of *Chester*, and of *Irby Hall* in the same County, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Owen*, his Heirs, Executors, and Administrators, during the Life of the said *Edward Holt Glegg*, in Trust to preserve the contingent Uses; with Remainder to the Use of the First and other Sons of the said *Edward Holt Glegg*, severally and successively in Tail Male; with Remainder to the Use of the said Major General *Glegg*, his Heirs, Executors, Administrators, and Assigns, for ever, according to the Nature and Tenure of the said Estates respectively: And whereas the said *Lucy Browne* died in the Month of *November* One thousand eight hundred and thirty-two without having altered or revoked the said recited Devise made by her said Will as aforesaid: And whereas the said *John Baskervyle Glegg* and *Edward Holt Glegg* are the Persons severally described in the said Will of the said *Lucy Browne* as *John Glegg* and *Edward Glegg*, and *Birkenhead Glegg* is the Person in the said Will described as Major General *Glegg*, and the said *John Baskervyle Glegg* and *Edward Holt Glegg* are both now living, and have never been married: And whereas since the Execution of the said Indentures of the Sixteenth and Seventeenth Days of *July* One thousand eight hundred and twenty-two the said several Parties thereto, and those claiming under them, have been in the quiet Possession and Enjoyment of the said Estates so allotted to them respectively in Severalty as herein-before recited, all which said Estates are comprised in the Four Schedules to this Act annexed: And whereas, inasmuch as the contingent Remainders limited or directed to be limited by the said recited Codicil to the said Will of the said *Charles Goodwin* deceased to the First and other Sons of the said *Ann Goodwin* in Tail, and to her Daughters, as Tenants in Common in Tail, cannot be barred or destroyed, and as the said *Goodwin Charles Colquitt*, to whom the Estates, subject to the Limitations of or directed by the same Codicil, now stand limited or directed to be limited for the first vested Estate Tail in Remainder immediately expectant on the Decease and Failure of Issue of the said *Ann Goodwin* the Tenant for Life in Possession, was, at the Time of the said Partition intended to be effected by the said Indenture of the Seventeenth Day of *July* One thousand eight hundred and twenty-two, as aforesaid, and still is, an Infant, and as the said *John Wallace Colquitt*, to whom the same Estates now stand limited or directed to be limited for a vested Estate Tail in Remainder immediately expectant on the Failure of the Estate Tail therein limited or directed to be limited to the said *Goodwin Charles Colquitt*, as aforesaid, is also now an Infant, such Partition was not and is not valid and effectual, and the same Partition cannot be legally and effectually confirmed so as to render the same valid, without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Elizabeth Smart* Spinster, *Jane Smart*, *Hugh Maxwell Goodwin* and *Ann* his Wife, and *Ann Wallace* on the Behalf and as the Guardian of the said *Goodwin Charles Colquitt* and *John Wallace Colquitt*, and also the said

John

Partition
made by
Deeds of
16th & 17th
July 1822
confirmed.

John Baskervyle Glegg, Edward Holt Glegg, Birkenhead Glegg, and Matilda Okell, 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 Partition so made or intended to be made by the said Indentures of the Sixteenth and Seventeenth Days of *July* One thousand eight hundred and twenty-two, in pursuance of the said Decrees and Orders of the High Court of Chancery as aforesaid, of the said Manors, Messuages, Lands, and other Hereditaments comprised in the same Indentures and in the said Four Schedules to this Act annexed, shall be and the same is hereby established, ratified, and confirmed.

Manor,
Messuages,
Lands, &c.
comprised in
the First Sched-
ule to this
Act vested in
*Barbara Julia
Horne*, her
Heirs and
Assigns, for
ever, subject
to Equity of
Redemption,
&c.

II. And be it further enacted, That from and immediately after the passing of this Act all and singular the Manor, Messuages, Lands, and other Hereditaments comprised in and more particularly described by the First Schedule to this Act annexed, being the same Manor and Hereditaments as were comprised in the said First Schedule to the said Return to the said Commission, and in the said Schedule to the said Indenture of the Seventeenth Day of *July* One thousand eight hundred and twenty-two annexed, with the Rights, Royalties, Members, and Appurtenances thereunto respectively belonging, or therewith occupied or enjoyed, shall be and the same are hereby vested in the said *Barbara Julia Horne*, her Heirs and Assigns for ever, subject nevertheless to such Right and Equity of Redemption as the same Manor and other Hereditaments are now subject or liable to under or by virtue of the said Indenture of Mortgage of the Seventh Day of *March* One thousand eight hundred and twenty-three, on Payment of the said Principal Sum of Eleven thousand five hundred Pounds secured thereby, and Interest thereon as aforesaid; and subject and without Prejudice to the Estate so vested in and the Principal and Interest Monies so secured to the said *Barbara Julia Horne*, her Heirs, Executors, Administrators, and Assigns, as aforesaid, the same Manor and other Hereditaments shall be and the same are hereby vested in the said *Mary Howe*, her Heirs and Assigns, for ever, subject nevertheless to such Right and Equity of Redemption as the same Manor and other Hereditaments are now subject or liable to under or by virtue of the said Indenture of Mortgage of the Eighth Day of *September* One thousand eight hundred and twenty-three, on Payment of the said Principal Sum of Five hundred Pounds secured thereby, and Interest thereon as aforesaid; and subject and without Prejudice to the Estates so respectively vested in, and the several Principal and Interest Monies so respectively secured to, the said *Barbara Julia Horne* and *Mary Howe* respectively, and their respective Heirs, Executors, Administrators, and Assigns, as aforesaid, one undivided Moiety or equal Half Part of and in the same Manor and other Hereditaments shall (subject nevertheless and without Prejudice to the Charge thereon made by the said Will of the said *Whitmore Smart* of his just Debts, Funeral and Testamentary Expences, as aforesaid) be and the same is hereby vested in the said *Jane Smart* and her Assigns during her natural Life, and from and immediately after her Decease the same Moiety shall become and be the sole, absolute, and exclusive Property of the said *Elizabeth Smart* Spinster,
and

and the same shall be, and, subject as aforesaid, the same is hereby absolutely vested in her the said *Elizabeth Smart* Spinster, her Heirs and Assigns, for ever; and the other or remaining undivided Moiety or equal Half Part of and in the same Manor and other Hereditaments shall become and be the sole, absolute, and exclusive Property of the said *Elizabeth Smart* Spinster, and shall be and the same is hereby absolutely vested in the said *Elizabeth Smart* Spinster, her Heirs and Assigns, for ever; and further, that from and immediately after the passing of this Act the whole of the same Manor and other Hereditaments, with such Rights, Royalties, Members, and Appurtenances as aforesaid, shall be and the same are hereby freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Limitations, Powers, and Provisoes in and by the said recited Will and Codicil of the said *Charles Goodwin* deceased, or either of them, limited, expressed, and declared, or directed to be limited, expressed, and declared concerning his Real Estates thereby devised, and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, and Provisoes in and by the said recited Will of the said *Lucy Browne* deceased limited, expressed, and declared concerning her said Manor of *Thurstaston* and Hereditaments in *Thurstaston* aforesaid, and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, Declarations, and Agreements in and by the said recited Indenture of the Third Day of *February* One thousand eight hundred and seven limited, expressed, and declared concerning the Real Estates thereby put in Settlement as aforesaid, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Ann Goodwin*, *Goodwin Charles Colquitt*, *John Wallace Colquitt*, *John Baskerville Glegg*, and *Edward Holt Glegg*, and every of them, and their respective Children, Issue, Heirs or Assigns, and of him the said *Hugh Goodwin* in right of the said *Ann* his Wife, and of them the said *John Rogers*, *John Owen*, *Birkenhead Glegg*, and *Matilda Okell*, and every of them, and their respective Heirs or Assigns, therein or thereto.

III. And be it further enacted, That from and immediately after the passing of this Act all and singular the Messuages, Lands, and other Hereditaments comprised in and more particularly described by the Second Schedule to the said Return to the said Commission, and in the said Schedule to this Act annexed, being the same Hereditaments as were comprised in the said Second Schedule to the said Indenture of the Seventeenth Day of *July* One thousand eight hundred and twenty-two annexed, with the Rights, Members, and Appurtenances thereunto respectively belonging, or therewith occupied or enjoyed, shall be and the same are hereby vested in the said *John Rogers*, his Heirs and Assigns, for ever, nevertheless upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, and Declarations in and by the said recited Codicil to the said Will of the said *Charles Goodwin* deceased expressed and declared concerning the said Parts, Shares, and Hereditaments thereby devised unto and to the Use of the said *Robert Hodgson* and *John Drake*, their Heirs and Assigns, in Trust as aforesaid, or upon and for and under and subject to such and so many of the same as are now

The Messuages, Lands, &c. comprised in the Second Schedule to this Act vested in *John Rogers*, his Heirs and Assigns, for ever, upon the Trusts of the Will and Codicil of the said *Charles Goodwin*.

[Private.]

c c

subsisting

subsisting or capable of taking effect or being exercised; and further, that from and immediately after the passing of this Act the said Messuages, Lands, and other Hereditaments comprised in the said Second Schedule to this Act annexed, with such Rights, Members, and Appurtenances as aforesaid, shall be and the same are hereby freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoes, and Declarations in and by the said Indentures of the Sixth Day of *March* One thousand eight hundred and one and the Twenty-sixth of *March* One thousand eight hundred and five, or either of them, limited, expressed, and declared or referred to concerning the said Parts, Shares, and Hereditaments thereby conveyed in Trust to be sold as aforesaid, or in and by the said recited Will of the said *Baptist Smart* deceased limited, expressed, and declared concerning his Real and Personal Estates as aforesaid, or in and by the said recited Will of the said *Whitmore Smart* deceased limited, expressed, and declared concerning his Real Estate as aforesaid, and also of and from all and every the Principal and Interest Monies respectively secured or charged by the said Indentures of the Tenth Day of *July* One thousand eight hundred and one, the Twenty-fourth Day of *July* One thousand eight hundred and two, the Twelfth Day of *September* One thousand eight hundred and three, the said Agreement of the Fifth Day of *June* One thousand eight hundred and five, and the said Indentures of the Twenty-first Day of *November* One thousand eight hundred and seventeen, the Seventh Day of *March* One thousand eight hundred and twenty-three, and the Eighth Day of *September* One thousand eight hundred and twenty-three, or any of them, upon the said several Parts, Shares, and other Hereditaments respectively comprised in or charged by the same several Instruments or any of them, and also of and from all and every the Uses, Estates, Limitations, Trusts, Powers, and Provisoes in and by the said recited Will of the said *Lucy Browne* deceased limited, expressed, and declared concerning her said Manor of *Thurstaston* and Hereditaments in *Thurstaston* aforesaid, and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, Declarations, and Agreements in and by the said recited Indenture of the Third Day of *February* One thousand eight hundred and seven limited, expressed, and declared concerning the Real Estates thereby put in Settlement as aforesaid, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Barbara Julia Horne* and *Mary Howe*, and each of them, and their respective Heirs, Executors, Administrators, or Assigns, and of them the said *John Baskervyle Glegg* and *Edward Holt Glegg*, and each of them, and their respective Sons and Issue Male, Heirs or Assigns, and of them the said *Jane Smart*, *Elizabeth Smart* Spinster, *John Owen*, *Birkenhead Glegg*, and *Matilda Okell*, and every of them, and their respective Heirs or Assigns, therein or thereto.

The Manor,
Messuages,
Lands, &c.
in the Third
Schedule to
this Act de-

IV. And be it further enacted, That from and immediately after the passing of this Act all and singular the Manor, Messuages, Lands, and other Hereditaments comprised in and more particularly described by the Third Schedule to this Act annexed, being the same Manor and Hereditaments as were comprised in the said Third

Schedule to the said Return to the said Commission, and in the said Schedule to the said Indenture of the Seventeenth Day of *July* One thousand eight hundred and twenty-two annexed, with the Rights, Royalties, Members, and Appurtenances thereunto respectively belonging, or therewith occupied or enjoyed, shall be and remain to the several Uses, and upon and for the several Trusts, and under and subject to the several Powers and Provisoes in and by the said recited Will of the said *Lucy Browne* deceased limited, expressed, and declared concerning the same, or to, upon, and for, and under and subject to, such and so many of the same as are now subsisting or capable of taking effect or being exercised; and further, that from and immediately after the passing of this Act the said Manor and other Hereditaments, with such Rights, Royalties, Members, and Appurtenances as aforesaid, shall be and the same are hereby freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoes, and Declarations in and by the said Indentures of the Sixth Day of *March* One thousand eight hundred and one and the Twenty-sixth Day of *March* One thousand eight hundred and five, or either of them, limited, expressed, and declared or referred to concerning the said Parts, Shares, and Hereditaments thereby conveyed in Trust to be sold as aforesaid, or in and by the said recited Will of the said *Baptist Smart* deceased limited, expressed, and declared concerning his Real and Personal Estates as aforesaid, or in and by the said recited Will of the said *Whitmore Smart* deceased limited, expressed, and declared concerning his Real Estate as aforesaid, and also of and from all and every the Principal and Interest Monies respectively secured or charged by the said Indentures of the Tenth Day of *July* One thousand eight hundred and one, the Twenty-fourth Day of *July* One thousand eight hundred and two, the Twelfth Day of *September* One thousand eight hundred and three, the said Agreement of the Fifth Day of *June* One thousand eight hundred and five, and the said Indentures of the Twenty-first Day of *November* One thousand eight hundred and seventeen, the Seventh Day of *March* One thousand eight hundred and twenty-three, and the Eighth Day of *September* One thousand eight hundred and twenty-three, or any of them, upon the said several Parts, Shares, and other Hereditaments respectively comprised in or charged by the same several Instruments or any of them, and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, and Provisoes in and by the said recited Will and Codicil of the said *Charles Goodwin* deceased, or either of them, limited, expressed, and declared, or directed to be limited, expressed, and declared, concerning his Real Estates thereby devised, and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, Declarations, and Agreements in and by the said recited Indenture of the Third Day of *February* One thousand eight hundred and seven limited, expressed, and declared concerning the Real Estates thereby put in Settlement as aforesaid, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Barbara Julia Horne* and *Mary Howe*, and each of them, and their respective Heirs, Executors, Administrators, or Assigns, and of them the said *Ann Goodwin*, *Goodwin Charles Colquitt*, and *John Wallace Colquitt*, and every of them, and their respective Children, Issue, Heirs or Assigns,

clared to be
and remain
to the several
Uses and
upon the
several Trusts
of the Will of
the said Lucy
Browne
deceased.

Assigns, and of him the said *Hugh Goodwin* in right of the said *Ann* his Wife, and of them the said *Jane Smart*, *Elizabeth Smart* Spinster, *John Rogers*, and *Matilda Okell*, and every of them, and their respective Heirs or Assigns, therein or thereto.

The Moieties of the Manor and other the Messuages, Lands, &c. in the Fourth Schedule to this Act vested in Mary Okell, her Heirs and Assigns, for ever.

V. And be it further enacted, That from and immediately after the passing of this Act all and singular the Moieties of the Manor and all other the Messuages, Lands, and other Hereditaments comprised in and more particularly described by the Fourth Schedule to this Act annexed, being the same Moieties and other Hereditaments as were comprised in the said Fourth Schedule to the said Return to the said Commission, and in the said Schedule to the said Indenture of the Seventeenth Day of *July* One thousand eight hundred and twenty-two annexed, with the Rights, Royalties, Members, and Appurtenances, or Moieties, Parts, or Shares of and in the Rights, Royalties, Members, and Appurtenances thereunto respectively belonging, or therewith occupied or enjoyed, shall become and be the sole, absolute, and exclusive Property of the said *Matilda Okell*, and shall be and the same are hereby absolutely vested in her the said *Matilda Okell*, her Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoes, and Declarations in and by the said Indentures of the Sixth Day of *March* One thousand eight hundred and one and the Twenty-sixth Day of *March* One thousand eight hundred and five, or either of them, limited, expressed, and declared or referred to concerning the said Parts, Shares, and Hereditaments thereby conveyed in Trust to be sold as aforesaid, or in and by the said recited Will of the said *Baptist Smart* deceased limited, expressed, and declared concerning his Real and Personal Estates as aforesaid, or in and by the said recited Will of the said *Whitmore Smart* deceased limited, expressed, and declared concerning his Real Estate as aforesaid, and also of and from all and every the Principal and Interest Monies respectively secured or charged by the said Indentures of the Tenth Day of *July* One thousand eight hundred and one, the Twenty-fourth Day of *July* One thousand eight hundred and two, the Twelfth Day of *September* One thousand eight hundred and three, the said Agreement of the Fifth Day of *June* One thousand eight hundred and five, and the said Indentures of the Twenty-first Day of *November* One thousand eight hundred and seventeen, the Seventh Day of *March* One thousand eight hundred and twenty-three, and the Eighth Day of *September* One thousand eight hundred and twenty-three, or any of them, upon the said several Parts, Shares, and other Hereditaments respectively comprised in or charged by the same several Instruments or any of them; and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, and Provisoes in and by the said recited Will and Codicil of the said *Charles Goodwin* deceased, or either of them, limited, expressed, and declared, or directed to be limited, expressed, and declared, concerning his Real Estates thereby devised, and also of and from all and every the Uses, Estates, Trusts, Limitations, Powers, and Provisoes in and by the said recited Will of the said *Lucy Browne* deceased limited, expressed, and declared concerning the said Manor of *Thurstaston* and Hereditaments in *Thurstaston* aforesaid, and also of and from all the Estate, Right, Title, Interest, Claim,

Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Barbara Julia Horne* and *Mary Howe*, and each of them, and their respective Heirs, Executors, Administrators, or Assigns; and of them the said *Ann Goodwin*, *Goodwin Charles Colquitt*, *John Wallace Colquitt*, *John Baskervyle Glegg*, and *Edward Holt Glegg*, and every of them, and their respective Children, Issue, Heirs or Assigns, and of him the said *Hugh Goodwin* in right of the said *Ann* his Wife, and of them the said *Jane Smart*, *Elizabeth Smart* Spinster, *John Rogers*, *John Owen*, and *Birkenhead Glegg*, and every of them, and their respective Heirs or Assigns, therein or thereto.

VI. And whereas the said *Edward Holt Glegg* is now in *Guernsey*, and the said *Birkenhead Glegg* is now in *France*, and their Consents to this Act have not yet been proved; be it therefore enacted, That this Act shall not nor shall any thing herein contained be construed, deemed, or taken to affect or in any Manner bind the said *Edward Holt Glegg* and *Birkenhead Glegg*, or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, until the said *Edward Holt Glegg* and *Birkenhead Glegg* shall signify their respective Consents to this Act by Writing under their respective Hands, and attested by One or more credible Witness or Witnesses, which Writing shall be enrolled in His Majesty's High Court of Chancery within Twelve Calendar Months from the passing of this Act, and from and after Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding as if such Consent had been obtained and proved before the passing thereof; and such Consent may be given in the Form or to the Effect following; (that is to say,)

This Act not binding on Edward Holt Glegg and Lieut. Gen. Birkenhead Glegg until their respective Consents are obtained.

‘ WE, *Edward Holt Glegg* of Son of *Birkenhead*
 ‘ *Glegg* of *Backford* in the County of *Chester* and *Irby Hall* in Form of
 ‘ the same County, a Lieutenant General in His Majesty's Army, and Consent.
 ‘ the said *Birkenhead Glegg*, do hereby consent to an Act of Parlia-
 ‘ ment passed in the Fifth Year of the Reign of His most Excellent
 ‘ Majesty King *William* the Fourth, intituled *An Act for confirming*
 ‘ *a Partition, made under a Decree of His Majesty's High Court of*
 ‘ *Chancery of an Estate in the County of Chester among Whitmore*
 ‘ *Smart, Elizabeth Smart Spinster, and others*, so far as the same
 ‘ Act can or may affect or concern us respectively, our respective
 ‘ Heirs, Executors, Administrators, or Assigns, or any Person or
 ‘ Persons claiming or to claim by, from, or under us respectively.
 ‘ Given under our Hands this Day of
 ‘ One thousand eight hundred and thirty
 ‘ Witness

VII. Saving always to the King's most Excellent Majesty, His Heirs General
 and Successors, and to all and every Person and Persons, and to all Saving.
 Bodies Politic and Corporate, and to their respective Heirs, Successors,
 Executors, Administrators, and Assigns, (other than and except the
 said *Jane Smart*, *Elizabeth Smart* Spinster, *Barbara Julia Horne*, and
Mary Howe, and their respective Heirs, Executors, Administrators, and
 Assigns, and the respective right Heirs of the said *Baptist Smart* and
Whitmore Smart, and all and every other Person or Persons lawfully or
 equitably claiming or to claim any Estate, Right, Title, or Interest
 under or by virtue of the said Indentures of the Sixth Day of *March*

[Private.]

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One

One thousand eight hundred and one, the Tenth Day of *July* One thousand eight hundred and one, the Twenty-fourth Day of *July* One thousand eight hundred and two, the Twelfth Day of *September* One thousand eight hundred and three, the Twenty-sixth Day of *March* One thousand eight hundred and five, the Twenty-first Day of *November* One thousand eight hundred and seventeen, the Seventh Day of *March* One thousand eight hundred and twenty-three, the Eighth Day of *September* One thousand eight hundred and twenty-three, the said Agreement of the Fifth Day of *June* One thousand eight hundred and five, the said Will of the said *Baptist Smart* deceased, and the said recited Will of the said *Whitmore Smart* deceased, or any of them; and his, her, or their Heirs, Executors, Administrators, and Assigns; and also other than and except the said *Ann Goodwin*, and the First and every other Son of her Body, and the Heirs of the Body of every such Son, and the Daughter and Daughters of her Body, and the Heirs of the Body of every such Daughter, and the said *Goodwin Charles Colquitt*, and the Heirs of his Body, and the said *John Wallace Colquitt*, and the Heirs of his Body, and the right Heirs of the said *Charles Goodwin* deceased, and the respective Heirs or devisees of the said *John Drake* and *John Swarbreck Rogers* deceased, and the said *John Rogers* and his Heirs and Assigns, and the said *Hugh Goodwin*, in right of the said *Ann* his Wife, and all and every other Person or Persons lawfully or equitably claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said recited Will and Codicil of the said *Charles Goodwin* deceased, or either of them, and his, her, and their Heirs, Executors, Administrators, and Assigns; and also other than and except the said *John Baskervyle Glegg*, and the First and every other Son of his Body, and the Heirs Male of the Body of every such Son, and the said *Edward Holt Glegg*, and the First and every other Son of his Body, and the Heirs Male of the Body of every such Son, and the said *Birkenhead Glegg*, his Heirs and Assigns, and the said *John Owen*, his Heirs and Assigns, and all and every other Person or Persons lawfully or equitably claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said recited Will of the said *Lucy Browne* deceased, and his, her, and their Heirs, Executors, Administrators, and Assigns; and also other than and except the said *Matilda Okell*, her Heirs and Assigns, and all and every other Person or Persons lawfully or equitably claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said recited Indenture of the Third Day of *February* One thousand eight hundred and seven, and his, her, and their Heirs, Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of the said several Manors and other Hereditaments respectively comprised in the said Four Schedules severally annexed to this Act, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

Act to be
printed by
the King's
Printers.

VIII. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The FIRST SCHEDULE referred to by the foregoing Act.

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
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The Manor of CALDY, with all Rights, Royalties, Franchises, Fisheries, Members, and Appurtenances thereunto belonging.

In Caldý Township.

			A.	R.	P.	A.	R.	P.	£	s.	d.
Joseph Smith	-	A 8	A Garden	-	-	0	0	32			
		11	House, Outbuildings, and								
			Garden	-	-	0	1	8			
		22	Old Garden	-	-	0	1	32			
		23	Long Hey	-	-	8	1	24			
		26	Croft Mellon	-	-	1	3	36			
		34	Croft	-	-	2	1	10			
		35	Stack Yard	-	-	0	0	12			
		37	Yew Hey	-	-	8	2	35			
		40	Bank	-	-	0	2	24			
		41	Ditto	-	-	0	0	36			
		42	Miln Hey	-	-	11	3	25			
		54	Bank New Heyo	-	-	19	2	11			
		56	Part of Big Old Hey	-	-	0	3	30			
		62	Wirloons	-	-	2	1	20			
		66	Dayloons	-	-	4	3	15			
		68	Grass Hey	-	-	3	3	6			
		90	Lower Intack	-	-	4	2	17			
		102	Hill Hey	-	-	10	2	23			
		113	Greedy but Hey	-	-	9	0	21			
		114	Part of Hoole	-	-	0	0	13			
		116	Big Hoole	-	-	4	3	0			
		117	Part of Marled Hey	-	-	10	0	7			
						105 3 37			5 0 5		
Thomas Smith	-	B 13	Barn and Kiln Garden	-	-	0	1	24			
		17	Garden	-	-	0	0	24			
		18	House, Outbuildings,								
			Fold, and Orchard	-	-	1	1	8			
		58	Gooseloons	-	-	11	2	22			
		59	New Hey	-	-	13	2	22			
		64	Meadow Hey	-	-	7	0	20			
		70	Calcotts	-	-	11	1	26			
		82	Pringle	-	-	8	1	8			
		84	Intack	-	-	0	3	35			
		85	Hinderton Hey	-	-	6	2	22			
		86	Oulton's Intack	-	-	3	3	8			
		87	Frankun Pits	-	-	3	2	5			
		96	Mere Hey	-	-	6	1	39			
		97	Haywood Hey	-	-	4	3	1			
		98	Camloons	-	-	9	0	16			

Occupiers.	Nos.	Names of Fields.	Quantities.			Total Quantities.			Land Tax.		
			A.	R.	P.	A.	R.	P.	£	s.	d.
Thomas Smith — (continued.)	B 99	Meadow - -	4	1	29						
	103	Gorseloon Hey -	20	2	17						
	105	Broad Hey - -	7	1	10						
	106	Butter Hey - -	3	0	34						
	107	New Grounds -	9	2	21						
	108	Further New Grounds -	6	2	38						
						141	0	29	5	15	1½
Bennett Royden -	C 6	House, Outbuildings, and Garden - -	0	1	9						
	24	Long Bank and Lane -	1	3	4						
	31	Officers Croft - -	2	1	23						
	32	Rake Hey - -	4	3	24						
	39	Yew Hey - -	7	1	19						
	53	New Hey - -	5	2	0						
	69	Near New Hey -	7	0	0						
	71	Barn and Croft -	2	0	20						
	78	Intack - - -	1	2	38						
	112	Asker Hey - -	6	1	32						
	115	Part of Hoole - -	0	2	26						
						40	0	35	1	13	7
John Royden -	D 7	House, Outbuildings, and Fold - -	0	2	10						
	15	Evans Croft - -	0	2	38						
	28	Higher Croft Mellon -	3	1	11						
	29	Middle Croft Mellon -	2	1	32						
	30	Lower Croft Mellon -	5	0	32						
	38	Meadow - -	2	0	12						
	51	Hey Tarelam - -	3	2	0						
	52	Miln Hey - -	3	2	0						
	60	Further New Hey -	4	0	0						
	63	Near New Hey -	3	3	7						
	67	Green Way - -	1	0	31						
	74	Croft - - -	0	1	39						
						30	3	12	1	2	3½
Joseph Wharton -	E 19	House, Outbuildings, Fold, and Three Gardens - -	1	0	5						
	33	Hall Wall - -	1	3	25						
	36	An old House, Barn, and Garden - -	0	2	27						
	45	Bank - - -	3	0	6						
	61	Gorseloons - -	1	1	28						
	65	Wirloons - -	2	1	20						
	79	Little Intack - -	0	2	26						
	80	Intack - - -	1	2	28						
	81	Middle Intack -	1	2	31						
	83	Further Intack -	1	0	38						
	88	Hogs Hey - -	2	2	36						
	89	Town Field - -	1	2	31						
	91	Intack Hey - -	1	2	28						
	92	Heath Field - -	2	1	6						
	95	Mere Hey - -	2	2	30						
						26	3	5	0	14	2

Occupiers.	Nos.	Names of Fields.	Quantities.			Total Quantities.			Land Tax.		
			A.	R.	P.	A.	R.	P.	£	s.	d.
Thomas Really -	F 20	House, Outbuildings, Fold, and Garden -	0	0	36	47	3	3	1	15	10
	21	Garden - - -	0	0	32						
	25	Lower Croft Mellon -	6	1	20						
	27	Croft Mellon - -	5	2	7						
	46	Bank - - -	4	2	9						
	49	New Hey - - -	5	0	27						
	55	Near Bank - - -	3	2	38						
	57	Gorse Loons - -	2	2	18						
	72	Croft - - -	2	1	4						
	104	Heywood Hey - -	4	0	1						
	109	Lamp Loons - -	4	1	30						
	110	New Grounds - -	2	3	36						
	118	Further New Grounds -	5	2	25						
Simon Voice -	G 4	Stable and Garden -	0	0	24	9	2	12	0	6	4½
	12	House and Garden -	0	0	39						
	44	Miln Hey - - -	2	1	8						
	47	Further Miln Hey -	2	1	9						
	93	Pikes - - -	1	3	36						
	94	New Grounds - -	2	2	16						
William Wharton	H 3	Barn and Garden -	0	0	32	17	1	36	0	15	11½
	9	A licensed Public House, Outbuildings, Fold, and Garden -	0	0	30						
	43	Miln Hey - - -	1	3	4						
	48	Little Miln Hey -	0	2	24						
	50	Great Miln Hey -	3	0	8						
	73	Anthony's Croft -	2	2	32						
	75	Gorsey Moor - -	5	0	32						
	77	Intack - - -	3	1	12						
	100	Grass Hey - - -	0	1	22						
John Clarke -	I 1	House and Part of a Croft	1	0	0	1	0	0			
Samuel Clarke -	J 10	Cottage and Garden -	0	0	36						
William Strong -	K 2	Croxton's House and Garden - -	0	2	4	7	3	26			
	5	Smithy - - -	0	0	4						
	101	Dayloons - - -	2	3	39						
	111	New Grounds - -	4	1	19						
William Jackson -	L 14	House and Garden -	0	1	16	1	2	15			
	16	Garden - - -	0	0	38						
	76	Park - - -	1	0	1						
With the Common Right appurtenant.						430	2	6	17	3	9

V. Vickers.

[Private.]

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The

The SECOND SCHEDULE.

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
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In Thurstaston Township.

Occupiers.	Nos.	Names of Fields.	A. R. P.			A. R. P.			£ s. d.		
			A.	R.	P.	A.	R.	P.	£	s.	d.
Thomas Brown	M 1	Messuage, Buildings, Fold, and Gardens	1	1	27						
		Orchard	0	1	25						
		Cobler's Croft	1	0	32						
		The Cinders	54	2	27						
		Half Acre	9	3	10						
		Filpots Meadow	6	3	7						
		Day Looms	11	1	30						
		Meadow	7	0	28						
		Another Meadow	3	2	14						
		The Crollands	11	1	14						
		Whitfield Hey	6	1	14						
		Flock Looms	8	3	32						
		Cuckow Pasture	4	1	32						
		Really Flock Looms	4	1	4						
		Dry Pitt Leasow	5	2	8						
		Davies's Field	1	3	22						
		Cotter Field	12	3	13						
		Chalk Field	6	2	12						
		Harrison's Hey	2	2	39						
		Worrall's Field	2	3	19						
		Youde's Field	5	0	5						
		Another Youde's Field	6	2	30						
		Mearland Hey	3	0	13						
		Oakland's	7	3	8						
		Part of Dawpoole Meadow	2	2	18						
		Another Youde's Field	7	3	19						
		Part of the Broken Bank	4	2	23						
						202	0	5	4	13	5
Charles Taylor	N 4	A Garden	0	0	0	0	0	7			
Mary Langley	O 8	A Garden	0	0	0	0	0	10			
Edward Realley	P 25	Hancock's Croft	2	1	14						
		Worrall's Field	3	0	38						
		Mearland Hey	2	2	16						
		Harrison's Bank	2	3	24						
		Broken Bank	2	1	17						
		Backside	5	3	21						
		Another Backside	4	3	24						
						24	0	34	0	9	7

In Caldy Township.

Thomas Brown	M 50	The Lower Hoole	3	2	16	31	3	29	1	3	0 $\frac{1}{4}$
	51	The Higher Hoole	5	1	28						
	52	Rathbone's Hoole	4	2	27						
	54	Great Caldy Hey	7	2	27						
	55	Another Great Caldy Hey	10	2	11						

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
			A. R. P.	A. R. P.	£ s. d.
Thomas Really -	Q 38	The Bank - -	0 1 32	11 1 28	0 6 8
	39	Further Bank - -	3 2 33		
	40	The Old Hey - -	3 2 16		
	46	Whitfield Hey -	3 2 27		
Joseph Smith -	R 41	Part of the Big Old Hey	7 3 13	26 2 11	1 0 0
	43	The Further New Hey -	6 2 3		
	44	The New Hey - -	2 0 0		
	45	The Lesser New Hey -	3 3 26		
	47	Part of Hoole -	0 0 33		
	53	Part of the Marled Hey	0 0 28		
Thomas Smith -	S 42	The Old Hey - -	6 3 1	10 1 32	0 6 0
	48	Whitfield Hey -	3 2 31		
Bennet Royden -	T 49	Part of the Hoole -	3 0 0	3 0 0	0 1 10
Joseph Waring -	U 59	House, Outbuildings, and Croft - -	1 0 8		
	57	Further Croft - -	0 3 32	4 0 1	
	58	Near Croft - -	0 2 13		
	60	Far Croft - -	1 1 28	313 2 37	8 0 6¼
With the Common Right appurtenant.					

V. Vickers.

The THIRD SCHEDULE.

The Manor of THURSTASTON, with all Rights, Royalties, Franchises, Fisheries, Members, and Appurtenances thereunto belonging.

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
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In. Thurstaston Township.

Henry Hancock -	A 1	The Mansion House called Thurstaston Hall, with the Offices, Buildings, Fold, Garden, Stack, Yard, &c.	A. R. P.	A. R. P.	£ s. d.
			2 2 20		
	2	The Coppice - -	3 1 5		
	3	The Hall Meadow -	27 2 16		
	4	The Oxheyes, with the Road through the same - -	33 1 25		

Occupiers.	Nos.	Names of Fields.	Quantities.			Total Quantities.			Land Tax.		
			A.	R.	P.	A.	R.	P.	£	s.	d.
Henry Hancock — (continued.)	A 5	The Hill Heys -	18	1	11						
	6	The Fox Covert -	9	2	38						
	7	The Fox Holes -	40	2	26						
	8	Crook Corner -	18	1	21						
	9	The Pingle -	2	0	34						
	10	Part of the Lower Heys	0	0	18						
	11	Another Part of same Field - - -	13	1	26						
	12	Buckley's Heys -	9	1	22						
	13	Stornby Heys -	1	2	24						
	14	Tinker's Dale -	1	0	11						
	15	Big Gorsty Hey -	4	0	29						
	16	The Gorsty Hey -	3	2	21						
	17	Pike Field -	5	3	16						
	18	The Pea Field -	2	3	34						
	19	The Bank Hey, with the broken Bank adjoining -	6	0	35						
	20	The Town Hey -	8	0	29						
	21	Harper's Hey -	11	1	6						
	22	The Hall Field -	35	1	27						
	23	The Wood Coppice -	5	2	22						
	24	Stickland Hey -	11	3	32						
	25	Lidias Field -	4	1	14						
	30	Old House, Barn, and Garden - - -	0	2	24						
						282	0	26	8	11	10
Thomas Brown -	B 26	Part of the Mear Land Hey - - -	3	2	16						
	27	Williamson's Mear Land Hey - - -	5	2	24						
	28	Williamson's Bank -	6	0	8						
	29	Part of the Bank below Williamson's Bank -	2	0	9						
		Part of Dawpoole Meadow - - -	0	2	25						
						18	0	2	0	5	1
Edward Really -	C 31	House, Gardens, Buildings, and Fold -	0	1	16						
	32	Hill Croft - -	2	0	23						
	33	Croft - - -	1	2	14						
	35	The Smithy Field -	2	1	16						
	36	Gorsty Bank - -	4	0	36						
	37	Hill Heys - -	3	0	36						
	38	Far Hill Heys - -	4	0	22						
	39	Near Hill Heys -	2	1	24						
	40	The Worrall's Field -	2	0	2						
						22	1	29	0	12	0
Mary Langley Jefferies, Widow.	D 34	A Cottage - -	0	0	0	0	0	1			
	E 41	The Far Hill Hey -	6	2	24						
	42	Far Goodacre's Croft -	3	1	12						

Occupiers.	Nos.	Names of Fields.	Quantities.			Total Quantities.			Land Tax.					
			A.	R.	P.	A.	R.	P.	£	s.	d.			
Mary Langley Jefferies, Widow — (continued.)	E 43	Near Goodacre's Croft -	6	3	5									
	44	Narrow Hill Hey -	2	3	12									
	45	Carter's Hey - -	4	3	33									
	46	Really's Field - -	3	1	16									
	47	House, Garden, Buildings, and Foldyard -	0	2	14									
	48	The Benty Hey -	10	1	14									
	49	Davies's Croft - -	0	3	13									
	50	Gorsty Field - -	2	0	16									
	51	The Heath Field -	2	2	5									
					44	1	4	0	19	2				
Charles Taylor -	F 52	Croft - - - -	0	0	0	1	1	26						
Joseph Gilbert ; relet to Charles Taylor and the Overseers of Thurstaston.	G 53	A House in Two Dwellings, with Garden, &c.	0	0	0	0	2	12	In Lease for the Remainder of a Term of 99 Years of which 42 were unexpired on the 1st Day of May 1816, at 19s. 11d. per Annum.					
Thomas Youde, Leaseholder.	H 54	House, Buildings, and Garden - -	0	1	25									
	55	A Close - - -	3	2	37									
	56	A Close - - -	1	0	30									
	57	A Close - - -	3	1	4									
	58	A Close - - -	2	1	28									
	59	A Close - - -	3	0	15									
	60	A Close - - -	4	0	4									
						18	23	0						
	61	A Close - - -	4	1	19	}	-	-				0	12	0
	62	A Close - - -	3	3	32									
		With the Common Right appurtenant.				395	1	14	11	0	1			

V. Vickers.

[Private.]

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The

The FOURTH SCHEDULE.

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
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The undivided Moiety or equal Half Part of and in all that the Manor or Lordship or reputed Manor or Lordship of HESWALL in the County of Chester, with all Rights, Royalties, Franchises, Fisheries, Members, and Appurtenances thereunto belonging; and also the undivided Moiety or equal Half Part of and in all that the Manor or Lordship or reputed Manor or Lordship of OLDFIELD in the said County of Chester, with all Rights, Royalties, Franchises, Fisheries, Members, and Appurtenances thereunto belonging; and also all that the alternate Right of Presentation of and to the Rectory or Advowson of HESWALL in the said County of Chester, with the alternate Right to the Possession and Enjoyment of such Rectory or Advowson, with the Parsonage House, Outbuildings, Glebe Lands containing 19A. 3R. 28P., Tithes, Tenths, and other Ecclesiastical Dues to the said Rectory or Advowson belonging or appertaining.

In Heswall Township.

Henry Hancock	-	I	1	House, Outbuildings, Foldyard, Garden, and Orchard	-	A.	R.	P.	A.	R.	P.	£	s.	d.
						0	2	18						
			2	The Stack Yard	-	0	1	32						
			3	The Hey	-	4	2	27						
			13	The Wood	-	8	0	39						
			14	The Scout Meadow	-	2	3	16						
			15	Another Scout Meadow	-	2	1	24						
			16	Totty's Clover	-	2	0	36						
			18	Meadow Looms	-	7	2	18						
			22	Fair Hall Meadow	-	2	0	30						
			23	Tenement and Garden, with a Lane adjoining	-	0	3	14						
			24	The Croft	-	5	2	5						
			25	The Hens	-	3	3	32						
			26	Another Hens	-	3	1	2						
			27	Fletcher's Meadow	-	5	1	21						
			28	The Hall Dale	-	2	0	22						
			29	The Sea Brook	-	5	2	24						
			31	The New Ditch	-	3	3	8						
			32	King's Butts	-	8	0	7						
			35	Whiterings	-	2	3	4						
			36	The Sea Looms	-	12	3	6						
			37	Little Sea Looms	-	0	3	21						
			38	The Marl Field	-	8	0	32						
			39	Big Oldfield Hey	-	5	2	13						
			40	Oldfield Hey	-	1	3	6						
			41	The Sea Meadow	-	0	3	13						
			42	Another Sea Meadow	-	0	1	32						
			43	The Yellow Bank	-	3	3	8						
			44	Another Yellow Bank	-	4	3	35						
			45	Another Yellow Bank	-	4	1	36						
			46	- - - -	-	3	0	9						

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
			A. R. P.	A. R. P.	£ s. d.
Henry Hancock — (continued.)	47	Long Harrow Hey -	5 1 24		
	48	Little Harrow Hey -	3 1 13		
	49	Long Harrow Hey -	1 3 24		
				130 0 11	3 15 0
Joseph Banks -	K 4	Tenement and Garden -	0 1 0		
	5	Croft - - -	1 3 11		
	6	A Quillett in Upper Woody Field -	0 0 10		
	7	Another Quillett in same Field - - -	0 3 16		
	17	The Croft Looms -	0 3 16		
				3 3 13	0 5 7½
Joseph Price -	L 8	A Quillett in Lower Woody Field -	0 0 32		
	9	Another Quillett in same Field - - -	0 0 20		
	10	Another Quillett in same Field - - -	0 0 18		
	11	Another Quillett in same Field - - -	0 2 6		
	12	Another Quillett in same Field - - -	0 0 37		
	19	Croft - - -	0 2 12		
	20	Tenement, Garden, and Orchard - - -	0 1 24		
	21	Joshua's Croft -	0 2 19		
	33	The Whitering -	2 1 8		
	34	Little Whitering -	2 1 4		
				7 1 20	0 8 5½
Late in the Occu- pation of Joseph Spencer.	M 30	The New Hey -	3 3 35		
	50	Big Sand Field -	11 0 28		
	51	Little Sand Field -	3 0 10		
	52	Raveland Hey -	3 0 3		
	53	The Hey - - -	2 1 13		
	54	The Little Oldfield Hey	3 2 27		
	55	The Big Oldfield Hey -	11 0 18		
	56	Harrow Hey - - -	3 0 36		
	57	Pingle - - - -	0 2 27		
	58	Pipe Hey - - -	2 2 3		
	59	Grime's Croft -	8 2 0		
				53 1 0	1 12 9½

In Oldfield Township.

Late in the Occupation of the same Joseph Spencer.	M 60	House and Garden	-	0	2	19
	61	The Outbuildings, with an undivided Moiety of the Foldyard and Lane, the whole containing 1A. 1R. 20P.	-	0	2	30
	62	A Croft or Garden	-	0	1	28
	64	Gorse Coppice	-	3	2	0

Occupiers.	Nos.	Names of Fields.	Quantities.	Total Quantities.	Land Tax.
			A. R. P.	A. R. P.	£ s. d.
Late in the Occupation of the same Joseph Spencer— (continued.)	M 65	Grass Coppice - -	2 1 35		
	66	Stack Yard - -	0 2 25		
	67	Barn Field - -	4 2 12		
	68	Horse Field - -	13 2 8		
	69	Thistley Field - -	14 0 37		
	70	Marsh Hey - -	7 3 15		
	71	Oat Hey - -	10 2 21		
				59 0 30	1 12 10¼

In Thurstaston Township.

Henry Hancock -	I 72	The New Heys -	25 1 37		
	73	Part of Lower Heyes -	7 2 32		
	74	The Yaumsley -	14 1 2		
				47 1 31	1 5 8
		With the Common Right appurtenant.		301 0 25	9 0 4½

V. Vickers.