ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 125.

An Act for confirming and rendering valid and effectual an Exchange made in the Year One thouſand ſeven hundred and ſixty-two, between *William Melliſh* Eſquire, deceaſed, and *Charles Melliſh* Eſquire, his eldeſt Son, alſo deceaſed, and the Vicar of *Blyth* in the County of *Nottingham*, of Lands and Hereditaments of the ſaid *William Melliſh* and *Charles Melliſh* in the Pariſh of *Blyth*, for a ſmall Part of the Glebe belonging to the ſaid Vicarage. [18th *June* 1808.]

Deed of Exchange between William and Charles Melliſh and the Vicar of Blyth, dated Oct. 30, 1762.

WHEREAS by an Indenture, bearing Date the Thirtieth Day of *October* One thouſand ſeven hundred and ſixty-two, and made between *William Melliſh* and *Charles Melliſh* of the Firſt Part; the Reverend *Matthew Tomlinſon* Clerk, Vicar of *Blyth* in the County of *Nottingham*, of the Second Part; the Maſter and Fellows of *Trinity College* in *Cambridge*, Patron of the Church of *Blyth* aforeſaid, of the Third Part; and the moſt Reverend Father in God *Robert* Lord Archbiſhop of *York* Primate of *England* and Metropolitan Dioceſan of the ſaid Church, of the Fourth Part; after reciting that the ſaid *William Melliſh* and *Charles Melliſh* and *Matthew Tomlinſon*, with the Conſent of the ſaid Maſter and Fellows of *Trinity College* in *Cambridge*, did agree to exchange a certain Meſſuage (which hath ſince been pulled down) and certain Glebe Lands and Hereditaments belonging to the Vicarage of *Blyth* aforeſaid, namely, a Meſſuage adjoining to the Church Yard, then in the Occupation of *Thomas Nettleſhip*, a Parcel of Ground called *Vicarage Yard*

adjoining to *Ambry Croft* on the North, another Parcel of Ground in the *West Briberhill Close* then in the Occupation of *Nicholas Greaves*, another Parcel of Ground in a Close in a certain Furlong in *Spittle Field* then in the Occupation of *Benjamin Wilson*, (which said Lands, in the whole, contained Two Acres and Twenty Perches, and were then together of the Yearly Value of Six Pounds, and were lying dispersed and intermixed with Lands belonging to the said *William Mellish* and *Charles Mellish*, or one of them, in *Blyth* aforesaid), to be held and enjoyed by the said *William Mellish* and *Charles Mellish* and their Heirs; and that in Exchange for the same, they, the said *William Mellish* and *Charles Mellish* would give and grant unto the said *Matthew Tomlinson* a certain Messuage and certain Lands and Hereditaments lying and being in *Blyth* aforesaid, namely, a Messuage then in the Occupation of *Joseph Rogers*, and a Croft adjoining to the said Messuage, lying between the Lands then of *William Rawood* South, and *Nicholas Greaves* North, One Parcel of Ground in the *Spittle Field* in the *Longbrecks Furlong*, and adjoining to the Lands then of *William Fullard* on the North, and the said *William Mellish* on the South, belonging to them the said *William Mellish* and *Charles Mellish*, or one of them, containing in the Whole Two Acres and One Rood, and then together of the Yearly Value of Eight Pounds, to be held and enjoyed by the said *Matthew Tomlinson* and his Successors, Vicars of *Blyth* aforesaid, for ever; and also reciting, that the said Lord Archbishop of *York*, upon the Petition of the said *William Mellish* and *Charles Mellish* and the said *Matthew Tomlinson*, for his Confirmation of such Exchange, did cause a Commission under his Archiepiscopal Seal, to issue for enquiring into the Value of the said Messuage, and all the Lands and Hereditaments so agreed to be exchanged; and that the Commissioners therein named had certified the same to be of the respective Yearly Rents, and to contain the several and respective Quantities as are therein-before respectively mentioned, and that, in their Judgements, the said Vicar and Vicarage of *Blyth* would receive considerable Advantage by such Exchange; it is witnessed, that the said *William Mellish* and *Charles Mellish* in pursuance of the said Agreement, and in Consideration of the Exchange so to be made as aforesaid, did covenant with the said *Matthew Tomlinson* and his Successors, Vicars of *Blyth* aforesaid, that the said Messuage with the Appurtenances, and all and every the Lands and Hereditaments therein-before mentioned, as being the Property of the said *William Mellish* or *Charles Mellish*, or one of them, and containing together Two Acres and One Rood, should, at all Times thereafter, be and remain to the Use of the said *Matthew Tomlinson* and his Successors, Vicars of *Blyth* aforesaid, and be peaceably and quietly held and enjoyed by them accordingly, in lieu of and in Exchange for the said Glebe Lands and Hereditaments therein-before mentioned, containing together Two Acres and Twenty Perches, freed and discharged from and against all Incumbrances whatsoever; and the said *Matthew Tomlinson* in pursuance of the said Agreement, and in Consideration of the Exchange above mentioned, did thereby with the Consent of the said Master and Fellows of *Trinity College*, and the said Archbishop (testified as therein mentioned) covenant with the said *William Mellish* and *Charles Mellish*, their Heirs, Executors, Administrators and Assigns, that the said Messuage with the Appurtenances, and all and every the Pieces or Parcels of Glebe Land and Hereditaments therein-before first mentioned, and which Lands contain together Two Acres and Twenty Perches, should, at all Times thereafter be and remain to the Use of the said *William Mellish* and *Charles Mellish*, and

their Heirs and Aſſigns, and be peaceably and quietly held and enjoyed by the ſaid *William Melliſh* and *Charles Melliſh*, their Heirs and Aſſigns, in lieu of and in Exchange for the ſaid Meſſuage, Lands, and Hereditaments therein above recited, as being the Property of the ſaid *William Melliſh* and *Charles Melliſh*, or one of them, freed and diſcharged of, from, and againſt all Incumbrances whatſoever: And whereas the ſaid *William Melliſh* died in the Year One thouſand ſeven hundred and ninety-one: And whereas the ſaid *Charles Melliſh* duly made and publiſhed his laſt Will and Teſtament, in Writing, bearing Date the Sixteenth Day of *September* One thouſand ſeven hundred and ninety-four, and executed and atteſted as by Law is required for paſſing Real Eſtates, and thereby gave and deviſed the Freehold Manor of *Hodſock* in the ſaid County of *Nottingham*, and all his Freehold Manors, Meſſuages, Lands, Tenements, Woods, Underwoods, Tithes, and Hereditaments in the Counties of *Nottingham* and *York*, of which he was ſeiſed in Fee Simple, to *William Gooch* Eſquire and *Joſeph Marris* Gentleman, and their Heirs, to the Uſe of the Teſtator's Wife *Judith Melliſh* and *Stanhope Harvey* and *Saint Andrew Warde* Eſquires, for the Term of Eleven hundred Years from his the Teſtator's Death, upon certain Truſts therein-after declared, and ſubject thereto; to the Uſe of the ſaid *William Gooch* and *Joſeph Marris* and their Heirs, for the Life of the ſaid *Judith Melliſh*, if ſhe ſhould ſo long continue a Widow, in Truſt for the ſaid *Judith Melliſh* and her Aſſigns; Remainder to the Uſe of the ſaid Teſtator's Son *Henry Francis Melliſh* and his Aſſigns, for his Life; Remainder to the Uſe of the ſaid *William Gooch* and *Joſeph Marris* and their Heirs, during the Life of the ſaid *Henry Francis Melliſh*, upon Truſt to preſerve the Contingent Uſes therein-after limited; Remainder to the Uſe of the Firſt and other Sons of the Body of the ſaid *Henry Francis Melliſh* ſucceſſively, in Tail Male, with divers Remainders over; and the Ultimate Remainder or Reverſion to the Uſe of the right Heirs of the Teſtator, for ever: And after reciting, that he had conveyed or executed Deeds, purporting to be Conveyances of ſeveral Parts of the aforeſaid Eſtates, whereof his ſaid Son *Henry Francis* was Tenant in Tail Male, in Remainder to ſeveral Perſons in Fee Simple in Exchange for other Freehold Lands or Tenements which had been conveyed to him in Fee Simple; all which Exchanges were for the Benefit and Advantage of his Family; and he had entered into Bonds for guaranteeing the Title of the Premiſes ſo conveyed by him in Exchange, and that it might happen that he might thereafter convey, or attempt to convey other Parts of the ſaid Eſtates ſettled on his ſaid Son *Henry Francis* in Remainder; in like Manner, he, the ſaid Teſtator did therefore deſire, that his ſaid Son *Henry Francis* would, upon his attaining the Age of Twenty-one Years, do all Acts in Law that ſhould be neceſſary for completing and confirming the ſaid ſeveral Exchanges ſo made and thereafter to be made by him the ſaid Teſtator, as aforeſaid; and he, the ſaid Teſtator, gave and deviſed all and ſingular the Lands, Tenements, and Hereditaments, which had been ſo conveyed to him in Fee Simple, in Exchange as aforeſaid, to ſuch and the ſame Uſes, and upon, under, and ſubject to ſuch and the ſame Truſts, Powers, Proviſoes, and Declarations, as he had therein-before limited, expreſſed, and declared, of and concerning his aforeſaid Manor of *Hodſock*; and he gave and deviſed all the Reſt and Reſidue of his Real and Perſonal Eſtates of every Nature and Kind, not therein-before diſpoſed of, unto his Executors and their Heirs, Executors, and Adminiſtrators, in Truſt to ſell, and to appy the Monies thence

Will of Charles Melliſh, dated Sept. 16, 1794.

thence arising in Manner therein mentioned; and the said Testator appointed his said Wife *Judith Mellish* and the said *Stanhope Harvey* and *George Cooke* (now *George Cooke Yarborough*) Executors of his said Will: And whereas the said Testator duly made and published a Codicil to his said Will, which Codicil bears Date the Twenty-fourth Day of *December* One thousand seven hundred and ninety-six, and thereby charged several Legacies and Annuities on the Premises comprized in the said Term of Eleven hundred Years, and thereby authorized his said Wife to charge the Premises comprized in the said Term in Manner therein mentioned, and thereby appointed his Brother *William Mellish* Trustee of the said Term of Eleven hundred Years, and to be one of his Executors, in the Place and Stead of the said *Stanhope Harvey*; and he gave to his said Brother *William Mellish*, and to his said Wife *Judith Mellish*, and the said *Saint Andrew Warde*, and their Executors, Administrators, and Assigns, the Premises comprised in the said Term of Eleven hundred Years, upon such Trusts as were in and by the said Will and Codicil declared of the same; and he thereby gave to his said Wife *Judith Mellish*, and the said *George Cooke Yarborough*, and his said Brother *William Mellish*, their Heirs, Executors, Administrators, and Assigns, all such Real and Personal Estate as was by his said Will given to the said *Stanhope Harvey*, and his said Wife *Judith Mellish*, and the said *George Cooke Yarborough*, and their Heirs, Executors, Administrators, and Assigns, upon the Trusts therein mentioned, to hold the same unto his said Wife, and the said *George Cooke Yarborough*, and his said Brother *William Mellish*, and their Heirs, Executors, Administrators, and Assigns, upon the same Trusts, and to and for the same Ends, Intents, and Purposes, as he had by his said Will and Codicil declared respecting the same Real and Personal Estate: And whereas the Estate Tail, of which the said *Henry Francis Mellish* is in the said Will of the said *Charles Mellish*, said to be seized in Remainder, expectant on the Decease of him the said *Charles Mellish*, was created by the Will of *Edward Mellish* Esquire, the Great Uncle of the said *Henry Francis Mellish*, bearing Date the Sixth Day of *April* One thousand seven hundred and fifty-five: And whereas the said Testator *Charles Mellish* died on or about the Thirtieth Day of *December* One thousand seven hundred and ninety-six, without having revoked or altered his said Will, in the Respects herein-before mentioned, otherwise than by his said Codicil, leaving his said Son *Henry Francis Mellish*, then a Minor, under the Age of Twenty-one Years, him surviving: And whereas the said *Judith Mellish*, *George Cooke Yarborough*, and *William Mellish*, duly proved the said Will and Codicil in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Henry Francis Mellish* attained the Age of Twenty-one Years some Time in the Year One thousand eight hundred and three: And whereas, by Articles of Agreement, bearing Date the Nineteenth Day of *April* One thousand eight hundred and five, and made between the said *Henry Francis Mellish* of the First Part; and the said *William Mellish* the Brother of the said *Charles Mellish*, of the Second Part; and *Joshua Walker* Esquire of the Third Part; after reciting that the said *Henry Francis Mellish* was seized in Fee of and in the Manors, Messuages, Tenements, Cottages, Mill, Lands, and Hereditaments therein-after described, save as to certain Parts thereof, containing by Estimation Seventy-two Acres, were the same more or less, and also as to Four Messuages or Tenements, with their Appurtenances, devised by the Will of his late Father, the said *Charles Mellish*, to *Judith Mellish*, for

Articles of Agreement between H. F. Mellish and Joshua Walker, dated April 19, 1805.

for Life; Remainder to the said *Henry Francis Mellish* for Life, with Remainder to his First and other Sons in Tail Male, with Remainders over; and with the Ultimate Remainder to the said *Henry Francis Mellish* in Fee, subject to the several Payments and Outgoings therein-after mentioned, had agreed with the said *Joshua Walker* to sell the same to him (including the said excepted Estates) for the Sum of One hundred thousand Pounds; it is witnessed, that the said *Henry Francis Mellish*, in Consideration of the Sum of Fifteen thousand Pounds, paid at his Request to the said *William Mellish* the Brother, by the said *Joshua Walker*, and of the further Sums of Seventy-seven thousand Pounds, and Eight thousand Pounds, making together the Sum of Eighty-five thousand Pounds, to be paid by the said *Joshua Walker* in Manner therein-after mentioned, did covenant with the said *Joshua Walker*, his Heirs and Assigns, that he, the said *Henry Francis Mellish*, his Heirs or Assigns, would convey and assure the Manors, Capital Messuage or Mansion House, Messuages, Cottages, Tenements, Mill, Farms, Lands, and Hereditaments, therein mentioned or referred to, situate in the Parishes of *Blyth* and *Harworth*, or one of them, in the said County of *Nottingham*, with their Rights, Members, and Appurtenances, to the Use of the said *Joshua Walker*, his Heirs and Assigns, or as he or they should appoint, free from all Incumbrances, except certain annual Payments therein mentioned; and also, that he, the said *Henry Francis Mellish*, would use his utmost Endeavours to obtain an Act of Parliament, by virtue whereof he might be enabled to convey, or procure to be conveyed, the Fee Simple and Inheritance of and in the said Messuages, Lands, Tenements, and Hereditaments, being the said Seventy-two Acres, devised as aforesaid by the said *Charles Mellish* unto and to the Use of him the said *Joshua Walker*, his Heirs and Assigns, or to such other Person or Persons as he or they should appoint, and would, at his or their own Costs and Charges, convey or procure to be conveyed the same accordingly, on or before the First Day of *August* One thousand eight hundred and eight: And whereas by an Act of Parliament passed in the Forty-sixth Year of the Reign of His present Majesty, intituled, *An Act for effecting the Sale of certain Real Estates and of certain Leasehold Tithes, late of* Charles Mellish *Esquire, deceased, and for applying the Purchase Monies in Discharge of Incumbrances, and for laying out the Surplus under the Direction of the High Court of Chancery, in the Purchase of other Estates to be settled to the former Uses*, it was (amongst other Things) enacted, that the said Manor of *Hodsock*, and all and singular the Freehold Manors, Messuages, Lands, Farms, Tenements, and other Hereditaments, particularly described in the Schedule to the said Act, situate, lying, and being in the said County of *Nottingham* (being the Manors and other Hereditaments, including the said Estates so taken in Exchange as aforesaid) devised or intended to be devised by the said Will of the said *Charles Mellish* deceased, as therein and herein-before is recited, with their Appurtenances, should, after the passing of that Act, be, and the same were thereby vested in the said *William Mellish* the Brother, and *Thomas Mellish* Esquire, their Heirs and Assigns, to the Use of them the said *William Mellish* the Brother, and *Thomas Mellish*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of, from, and against all and singular the Uses, Estates, Intails, Remainders, Limitations, Trusts, Powers, Provisoes, Agreements, and Declarations in and by the said Will and Codicil of the said *Charles Mellish*, and certain Indentures in the said Act of Parliament mentioned and recited, limited, expressed, or declared, 46 G. 3.

of or concerning the ſame; but nevertheleſs upon Truſt, that they the ſaid *William Melliſh* the Brother, and *Thomas Melliſh*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhould with all convenient Speed after the paſſing of that Act, abſolutely ſell and diſpoſe of the ſame, and upon Payment in Manner therein-after mentioned of the Purchaſe Money, for which the ſaid Manors and other Hereditaments, or any of them, or any Part thereof, ſhould be ſo ſold into the Bank of *England* in Manner thereinafter directed, ſhould convey and aſſure the ſame Manors and other Hereditaments, or ſuch Parts thereof as ſhould be ſo ſold, unto and to the Uſe of the Purchaſer or Purchaſers thereof, his, her, or their Heirs and Aſſigns, or as he or they ſhould direct or appoint: And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively the Twenty-ſeventh and Twenty-eighth Days of *May* One thouſand eight hundred and ſeven, and made between the ſaid *William Melliſh* the Brother, and *Thomas Melliſh* of the Firſt Part; the ſaid *Henry Francis Melliſh* of the Second Part; the ſaid *Joſhua Walker* of the Third Part; and *Thomas Maltby* Eſquire, of the Fourth Part; after various Recitals, whereby, amongſt other Things, it appeared, that ſuch of the Hereditaments by the ſaid Articles of Agreement of the Nineteenth Day of *April* One thouſand eight hundred and five, covenanted or agreed to be ſold and conveyed to the ſaid *Joſhua Walker*, as were not included in the Hereditaments excepted in the ſaid Articles, had been conveyed unto and for the Benefit of the ſaid *Joſhua Walker*, his Heirs and Aſſigns for ever, and that the Sum of Eighty-five thouſand Pounds, the Remainder of the Purchaſe Money agreed to be given by the ſaid *Joſhua Walker* for the Purchaſe of all the Hereditaments by the ſaid Articles of Agreement covenanted or agreed to be conveyed to him, including the ſaid excepted Hereditaments, being the Lands mentioned in the ſaid Articles of Agreement of the Nineteenth Day of *April* One thouſand eight hundred and five, and containing by Eſtimation Seventy-two Acres, were the ſame more or leſs, had been paid or otherwiſe ſatisfied by the ſaid *Joſhua Walker*; and after reciting, amongſt other Things, that for the Purpoſe of enabling him to diſcharge his Covenant in that Behalf contained in the ſaid Articles of Agreeement of the Nineteenth Day of *April* One thouſand eight hundred and five, the ſaid *Henry Francis Melliſh* had contracted with the ſaid *William Melliſh* the Brother, and *Thomas Melliſh*, for the abſolute Purchaſe of the Fee Simple and Inheritance of the Meſſuages, Lands, Tenements, and Hereditaments thereinafter releaſed, (being the ſaid Meſſuages, Lands, and Hereditaments deviſed by the Will of the ſaid *Charles Melliſh* as aforeſaid, and reſpectively comprized in the ſaid Articles of Agreement of the Nineteenth Day of *April* One thouſand eight hundred and five, and Schedule to the ſaid Act of Parliament, and amounting to Sixty-nine Acres and Seven Perches, as appears by the ſaid Schedule under the Head of Lands and Hereditaments lying intermixed with the *Blyth* Eſtate) with their Appurtenances, for the Sum of Three thouſand ſix hundred and thirty-four Pounds, and that it had been agreed between the ſaid *Henry Francis Melliſh* and *Joſhua Walker*, that the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances, ſhould be conveyed unto and for the Benefit of the ſaid *Joſhua Walker* in Manner thereinafter contained; it is witneſſed that in purſuance of the ſaid Contract on the Part of the ſaid *William Melliſh* and *Thomas Melliſh*, and in purſuance of the Truſts repoſed in them by the ſaid Act of Parliament, and in Conſideration of the Sum of Three thouſand ſix hundred and thirty-four Pounds

Indenture of Leaſe and Releaſe, dated 27th and 28th May 1807.

by

by the ſaid *Henry Francis Melliſh* paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, and of Ten Shillings to each of them the ſaid *William Melliſh* the Brother, and *Thomas Melliſh*, paid by the ſaid *Joſhua Walker*, the ſaid *William Melliſh* the Brother, and *Thomas Melliſh*, at the Requeſt and by the Direction and Appointment of the ſaid *Henry Francis Melliſh* (teſtified therein mentioned) and alſo at the Requeſt and by the Direction of the ſaid *Joſhua Walker* (teſtified in like Manner) and according to the reſpective Eſtates, Rights, and Intereſts of them the ſaid *William Melliſh* the Brother, and *Thomas Melliſh*, in and to the Meſſuages, Lands, Tenements, and Hereditaments therein-after releaſed, did bargain, ſell, and releaſe, and the ſaid *Henry Francis Melliſh* for the Conſiderations aforeſaid, and alſo in Conſideration of Ten Shillings to him paid by the ſaid *Joſhua Walker*, did grant, releaſe, ratify, and confirm unto the ſaid *Joſhua Walker* and his Heirs, ſuch of the Meſſuages, Lands, Tenements, and Hereditaments deviſed by the ſaid Will of the ſaid *Charles Melliſh*, as were by the ſaid Articles of Agreement of the Nineteenth Day of *April* One thouſand eight hundred and five, covenanted or agreed to be ſold and conveyed to the ſaid *Joſhua Walker*, with their Appurtenances (amongſt which ſaid Meſſuages, Lands, Tenements, and Hereditaments are the Scite of the Meſſuage, the ſaid Meſſuage having been pulled down as aforeſaid, and the other Lands and Hereditaments granted and given, or agreed to be granted and given in Exchange by the ſaid *Matthew Tomlinſon* to the ſaid *William Melliſh* the Father of the ſaid *Charles Melliſh*, and the ſaid *Charles Melliſh* their Heirs and Aſſigns, by the ſaid Indenture of the Thirtieth Day of *October* One thouſand ſeven hundred and ſixty-two, as herein-before is mentioned) to hold the ſame (ſubject to the Land Tax thenceforth to become payable in reſpect thereof, unto the ſaid *Joſhua Walker*, his Heirs and Aſſigns for ever; nevertheleſs to the Uſe of ſuch Perſon or Perſons for ſuch Eſtate or Eſtates, Intereſt or Intereſts, and to and for ſuch Ends, Intents, and Purpoſes, and under and ſubject to ſuch Proviſoes, Declarations, and Agreements, and in ſuch Manner and Form as he the ſaid *Joſhua Walker* by any Deed or Deeds, Inſtrument or Inſtruments in Writing, with or without Power of Revocation and new Appointment, to be ſealed and delivered by him in the Preſence of and atteſted by Two or more credible Witneſſes, ſhould from Time to Time, or at any Time, direct, limit, or appoint, and in Default of, and until ſuch Direction, Limitation, or Appointment, or in caſe any ſuch ſhould be made then ſubject thereto, to the Uſe of the ſaid *Joſhua Walker* and his Aſſigns, during his Life, without Impeachment of Waſte, Remainder to the Uſe of the ſaid *Thomas Maltby* and his Heirs, during the Life of the ſaid *Joſhua Walker*, in Truſt for the ſaid *Joſhua Walker* and his Aſſigns, Remainder to the Uſe of the ſaid *Joſhua Walker*, his Heirs and Aſſigns for ever: And whereas by an Indenture bearing Date the ſame Twenty-eighth Day of *May* One thouſand eight hundred and ſeven, and made between the ſaid *William Melliſh* the Brother, and *Thomas Maltby*, of the Firſt Part; the ſaid *Henry Francis Melliſh* of the Second Part; and the ſaid *Joſhua Walker* of the Third Part; the ſaid *Henry Francis Melliſh* entered into a Covenant with the ſaid *Joſhua Walker* to uſe his utmoſt Endeavours to obtain an Act of Parliament for the Confirmation of the ſaid Exchange with the Vicar of *Blyth*, and for ſettling and aſſuring the Premiſes, ſo conveyed or given in Exchange by the ſaid Vicar of *Blyth* as aforeſaid, to the Uſe and for the Benefit of the ſaid

Indenture, 28th May 1807.

Joſhua

Joſhua Walker, his Heirs, Appointees, and Aſſigns, according to the true Intent and Meaning of the ſaid Indentures of Leaſe and Releaſe of the Twenty-ſeventh and Twenty-eighth Days of *May* laſt: And whereas the moſt Reverend Father in God *Edward* now Lord Archbiſhop of *York*, the ſaid *Henry Francis Melliſh*, *Joſhua Walker*, the Reverend *Robert Pritchard* Maſter of Arts, the preſent Vicar of *Blyth* aforeſaid, and the preſent Maſter, Fellows, and Scholars of *Trinity College* in *Cambridge*, the Patron of the ſaid Vicarage, are ſatisfied with the ſaid Exchange made between the ſaid *William Melliſh* the Father, and *Charles Melliſh*, and the ſaid *Matthew Tomlinſon* formerly Vicar of *Blyth* aforeſaid, by the ſaid Indenture of the Thirtieth Day of *October* One thouſand ſeven hundred and ſixty-two, as herein-before is mentioned, and are deſirous that it ſhould be legally eſtabliſhed and confirmed, but the ſame cannot be effected without the Aid and Authority of Parliament; wherefore Your Majeſty's moſt dutiful and and loyal Subjects the ſaid *Edward* Lord Archbiſhop of *York*, *Henry Francis Melliſh*, *Joſhua Walker*, *Robert Pritchard*, and the ſaid Maſter, Fellows, and Scholars of *Trinity College*, 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 Indenture of the Thirtieth Day of *October* One thouſand ſeven hundred and ſixty-two, and all and every the Covenants, Agreements, Clauſes, Matters, and Things therein and thereby entered into, agreed upon, and contained, ſhall be, and the ſame are hereby ratified and confirmed.

Exchange confirmed.

II. And be it further enacted, by the Authority aforeſaid, That the Scite of the Meſſuage and the other Lands and Hereditaments ſo granted and given, or agreed to be granted and given in Exchange by the ſaid *Matthew Tomlinſon* to the ſaid *William Melliſh* the Father, and *Charles Melliſh* their Heirs and Aſſigns, by the ſaid Indenture of the Thirtieth Day of *October* One thouſand ſeven hundred and ſixty-two, as herein-before is mentioned and recited (being the Lands and Hereditaments mentioned in the Firſt Schedule to this Act annexed) and all Commons, Trees, Woods, Underwoods, Ways, Waters, Watercourſes, Liberties, Privileges, Eaſements, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Scite, Lands, and Hereditaments ſo granted and given, or agreed to be granted and given in Exchange by the ſaid *Matthew Tomlinſon* to the ſaid *William Melliſh* the Father, and *Charles Melliſh*, their Heirs and Aſſigns as aforeſaid, belonging or in anywiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents, Iſſues, and Profits of all and ſingular the ſame Scite, Lands, and Hereditaments, ſhall from and after the paſſing of this Act, be ſettled, limited, and aſſured, and ſhall go and remain to the Uſes, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, Declarations, and Agreements to which the ſame were conveyed and aſſured, or expreſſed or intended to be conveyed and aſſured by the ſaid herein-before recited Indentures of Leaſe and Releaſe of the Twenty-ſeventh and Twenty-eighth Days of *May* One thouſand eight hundred and ſeven, or ſuch and ſo many of the ſame Uſes, Truſts, Intents, Purpoſes, Proviſoes, Declarations, and Agreements as ſhall be ſubſiſting, undetermined, and capable of taking Effect, ſubject to the Tythes out of, or payable for or in reſpect of the ſaid Hereditaments and Premiſes.

The Glebe Land ſettled to the Uſes declared by the Indentures of 27th and 28th May 1807.

Certain Premiſes veſted in the Vicar of Blyth.

III. And be it further enacted by the Authority aforeſaid, That the Meſſuages, Lands, and Hereditaments ſo granted and given, or agreed to be granted and given in Exchange by the ſaid *William Melliſh* the Father, and *Charles Melliſh*, to the ſaid *Matthew Tomlinſon* and his Succeſſors, Vicars of *Blyth* aforeſaid, by the ſaid Indenture of the Thirtieth Day of *October* One thouſand ſeven hundred and ſixty-two, as hereinbefore is mentioned and recited (being the Meſſuage, Lands, and Hereditaments mentioned in the Second Schedule to this Act annexed) and all Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Commons, Trees, Woods, Underwoods, Ways, Waters, Watercourſes, Liberties, Privileges, Eaſements, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Meſſuage, Lands, and Hereditaments ſo granted and given, or agreed to be granted and given, in Exchange by the ſaid *William Melliſh* the Father, and *Charles Melliſh*, to the ſaid *Matthew Tomlinſon* and his Succeſſors, Vicars of *Blyth* aforeſaid, belonging or in anywiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders, yearly, and other Rents, Iſſues, and Profits of all and ſingular the ſame Meſſuage, Lands, and Hereditaments, ſhall, from and after the paſſing of this Act, be ſettled upon and veſted in the ſaid *Robert Pritchard* and his Succeſſors, Vicars of *Blyth* for the Time being.

Saving Clauſe.

IV. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, and Adminiſtrators (other than and except the ſaid *Henry Francis Melliſh*, and the Heirs Male of his Body, and all Perſons entitled, or to become entitled under the Will of the ſaid *Edward Melliſh*, to the Hereditaments thereby deviſed, and other than and except the ſaid *Robert Pritchard* and his Succeſſors, Vicars of *Blyth* for the Time being, and the ſaid Maſter, Fellows, and Scholars of *Trinity College* aforeſaid, and their Succeſſors and Aſſigns, Patron of the Vicarage of *Blyth* for the Time being) all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of, in, to, or out of the Premiſes reſpectively, ſo to be ſettled, limited, aſſured, and veſted by this Act, as they, every, or any of them had or were entitled to before the paſſing of this Act, or could or might have had, held, and enjoyed, in caſe this Act had not been made.

Evidence.

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

THE FIRST SCHEDULE,
Referred to by the foregoing Act.

	Eſtimated Quantity.	Quantity.	Yearly Value.
The Scite of a Meſſuage, formerly adjoining to the Church Yard, in Blyth aforeſaid, in the Occupation of Thomas Nettleſhip, but now in the Occupation of the ſaid Joſhua Walker - - -	A. R. P. 0 0 12	A. R. P. —	£. s. d. 0 3 0
A Piece or Parcel of Land or Ground, in Blyth aforeſaid, formerly called Vicarage Yard, now Part of a Field called the Ambry Croft, in the Occupation of Charles Champion - - -	0 2 24	—	1 2 9
Another Piece or Parcel of Land or Ground in a Cloſe formerly called the Weſt Briber Hill Cloſe, in Blyth aforeſaid, in the Occupation of Nicholas Greaves, but now Part of a Field called Briber Hill Field, in the Occupation of the ſaid Charles Champion - -	0 2 23	—	1 2 7
Another Piece or Parcel of Land or Ground, in a Cloſe in a certain Furlong in Spittle Field, in Blyth aforeſaid, formerly in the Occupation of Benjamin Wilſon, but now Part of a Field or Cloſe called Cundale Field, in the Occupation of Thomas Greaves - -	0 3 13	—	1 5 0
	2 0 33	—	3 13 4

John Horncaſtle.

THE SECOND SCHEDULE,

Referred to by the foregoing Act.

	Quantity.	Yearly Value.
	A. R. P.	£. s. d.
A Meſſuage or Tenement in Blyth aforeſaid, with the Barn, Stable, Coach Houſe, and other Buildings, Yard, Gardens, and Croft thereunto adjoining and belonging, formerly in the Occupation of Joſeph Rogers and now of the ſaid Robert Pritchard, Vicar of Blyth aforeſaid - -	1 1 24	16 0 0
A Piece or Parcel of Land or Ground in a Field, formerly called the Spittle Field, in the Long Brecks Furlong, but now called the Long Brecks, in the Occupation of John Parkin - - - -	1 0 5	1 8 10
	2 1 29	17 8 10

John Horncaſtle.

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