

Limited Admon of Isaac Cooke 1827 (GLRO)

Summary

Testator: Isaac Cooke, Cheltenham, Chinaman
Executors: son Isaac Cooke
Date: 15 March 1827 (died several years before)
Witnesses: A. G. Davis, J. Chadborn
Will: - Limited administration of property by son Isaac Cooke, in trust for Sarah Bate, of Cheltenham, widow

Text

1. 15th March 1827: On which day appeared personally Isaac Cooke of the City of Gloucester Chinaman and alleged that in and by a certain Indenture bearing date the fifteenth day of November one thousand eight hundred and three made between James Hart of Cheltenham in the County of Gloucester Shoemaker of the one part and Samuel Shuffrey of Whitney in the County of Oxford Carrier of the other part All that small piece or parcel of Meadow or pasture Ground part of a larger piece of Strip of Ground running along the Top of a Meadow called Cambray in the parish of Cheltenham aforesaid which said larger piece or strip was then lately bought and purchased by Daniel Haselton of John Boles Watson Esquire and which said smaller piece expressed and intended to be thereby granted and demised contained in Length Thirty seven feet and lay app?elte the Garden of the Dwelling house of Mr. James Howell deceased together with all the right and Interest of the said James Hart of and in about 3 feet wide of Ground lying an the North part of the said small piece thereby demised through and over which a certain undercourse ran together with all Houses Outhouses Edifices and Buildings thereon with the appurtenances were duly granted bargained sold and demised unto the said Samuel Shuffrey his Executors Administrators and assigns from the date thereof for the term of One thousand years Subject to a proviso for Redemption therein contained on payment by the said James Hart his Heirs Executors Administrators or assigns unto the said Samuel Shuffrey his Executors Administrators and assigns of the sum of One hundred and thirty pounds and Interest in manner therein expressed
2. And that by Indenture bearing date the sixth day of June One thousand eight hundred and Five made between the said Samuel Shuffrey of the first part the said James Hart of the second part George Bubb of Cheltenham aforesaid Gentleman of the third part and John Nash Belcher of Cheltenham aforesaid Carpenter of the Fourth part In consideration of One hundred and Forty five pounds Five Shillings in full of all principal Money and Interest due on the said recited Indenture of Mortgage to the said Samuel Shuffrey then paid by the said George Bubb and for the nominal Consideration therein expressed the said Samuel Shuffrey did grant bargain sell assign transfer and set over unto the said John Nash Belcher All and singular the said premises comprised in the said recited Indenture of Mortgage with the appurtenances
3. To hold the same with the appurtenances unto the said John Nash Belcher his Executors Administrators and assigns from thenceforth for all the then residue of the said term of One thousand years In Trust for the said George Bubb his heirs and assigns and to attend the Inhanse? of the said premises in manner therein expressed And that by Indenture bearing date the Twelfth day of October One thousand eight hundred and eight and made between the said George Bubb of the First part Thomas Carradine (therein described) of the second part Sarah Bate of Cheltenham aforesaid Widow of the third part the said John

Nash Belcher of the Fourth part and Isaac Cooke of Cheltenham aforesaid Chinaman (since deceased) the Father of the said Isaac Cooke of Gloucester of the Fifth part

4. For the consideration therein expressed the aforesaid Hereditaments and premises were duly assigned transferred and set over by the said John Nash Belcher by the direction of the said George Bubb unto the said Isaac Cook deceased his Executors Administrators and assigns from thenceforth for the then residue of the said term of One thousand years therein In trust for the said Sarah Bate her Heirs Assigns and to attend the Inheritance of the said Hereditaments and premises and to protect and defend the same from all income? Incumbrances
5. And that the said Isaac Cooke several years since departed this life Intestate without having made any assignment of transfer of the residue of the said term of One thousand years And that no legal representative of the said last named Isaac Cook can now be had or found so as to assign such residue of the said Term of One thousand years And that the said Isaac Cook the Son hath agreed to accept Letters of Administration to the said Isaac Cooke the father deceased limited so far as concerns the assignment of the residue of the said Term of One thousand years and the premises therein comprised
6. Wherefore he prayed that Administration of the Goods Chattles Rights and Credits of the said deceased limited as far as concerns the residue of the said term of One thousand years but no farther might be granted and committed to him upon giving such good and sufficient security as in this behalf is acquired and so forth

Under £20

John Bishop

Let Admon (limited as aforesaid) pass ? prayer

Surrogate

Know all Men by these Presents, That WE Isaac Cooke of the City of Gloucester Chinaman John Chadborn of the City of Gloucester Gentleman and Robert Ryder Horner of the City of Gloucester Gentleman are held, and firmly bound unto The Right Reverend Christopher Lord Bishop of Gloucester in Forty pounds of good and lawful Money of the United Kingdom of Great Britain and Ireland, to be paid unto the said Lord Bishop, his certain Attorney, his Executors, Administrators, or Assigns. To which Payment, well and truly to be made, we oblige ourselves, and each of us by himself, in and for the whole, our and each and every of our Heirs, Executors, and Administrators, firmly by these Presents, Sealed with our Seals Dated the Fifteenth Day of March in the seventh and Eighth Years of the Reign of our Sovereign Lord George the fourth by the Grace of God of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith, and in the Year of our Lord, One Thousand Eight Hundred and twenty seven.

The Condition of this Obligation is such, That if the above bounden Isaac Cooke the limited Administrator of all and singular the Goods, Chattels, and Credits of Isaac Cooke of Cheltenham in the County of Gloucester Chinaman deceased do make, or cause to be made, a true and perfect Inventory of all the singular the Goods, Chattels, and Credits of the said Deceased, which have or shall come to the Hands, Possession, or Knowledge of him the said Isaac Cooke or into the Hands and Possession of any Person or Persons for him and the same, so made, do exhibit, or cause to be exhibited, into the Registry of the said Lord Bishop, at or before the last Day of April next ensuing, and the same Goods, Chattels, and Credits, and all other the Goods, Chattels, and Credits, of the said Deceased, at the Time of his Death, which at

any Time after shall come to the Hands or Possession of the said Isaac Cooke or into the Hands and Possession of any other Person or Persons for him do well and truly administer according to Law; and further, do make, or cause to be made, a true and just Accompt of his said Administration at or before the last Day of March One Thousand Eight Hundred and Twenty eight and all the Rest and Residue of the said Goods, Chattels, and Credits, which shall be found remaining upon the said Administrator's Account, the same being first examined and allowed of, by the Judge or Judges for the Time being, of the said Court, shall deliver and pay unto such Person or Persons respectively, as the said Judge or Judges, by his or their Decree or Sentence, pursuant to the true Intent and Meaning of the late Act of Parliament, made in the Two and Twentieth and Three and Twentieth Years of the Reign of our late Sovereign Lord King Charles the Second, intituled "An Act for the better settling of Intestates' Estates", shall limit and appoint; and if it shall hereafter appear, that any last Will and Testament was made by the said Deceased, and the Executor or Executors therein-named do exhibit the same into the said Court, making Request to have it allowed and approved accordingly, if the said Isaac Cooke above-bounden, being thereunto acquired, do render and deliver the said Letter of Administration (Approbation of such Testament being first had and made) in the said Court, then this Obligation to the void, or else to remain in Full Force and Virtue

Sealed and delivered (being first
duly stamped) in the presence of

A. G. Davis

A handwritten signature in cursive script, appearing to read 'I. Cooke', written in dark ink on a light-colored, slightly textured paper.

Isaac Cooke

J. Chadborn