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In the Name of God Amen

In Puenobilis et
Honorandi viri Johannis
Domini Colopere
Baronis de Thorsway.

I John Lord Colopere Baron of Thorsway in the County of Lintoln being
(God be praised) in good health, and of sound and perfect Memory, Do make
and declare this my last Will and Testament in manner and form following.
First I commit my Soul to Almighty God my Creator, only trusting in the
Merits of Jesus Christ my Redeemer for remission of all my Sins. My Body
I bequeath to the Earth, to be decently buried with all privacy and without
any Pomp or State, in the Chancel of the Church at Drollingborne or in the
Vault adjoining to the said Church, as my Dear Wife Frances Lady Colopere
shall think fit. And for the setting of my Temporall Estate, and such Lands, &
Tenements, Hereditaments, Moneys, Goods, and Chattells as it hath pleased God
(and shall please God at any time hereafter) to bless me withall, particularly
of the Estate, Lands, Moneys, Goods, and Chattells, which my ffather John Lord
Colopere deceased, did by Deed or Deeds or otherwise in his life time give
to and settle upon me, or by his last Will and Testament in 1660, bequeath
unto me (all which last mentioned Estate was by my brother Thomas late
Lord Colopere most unjustly detained from me for above Eight and twenty
years till the time of his decease, and a considerable part thereof hath
ever since been, and is still as unjustly withheld from me by his Daughter
and sole Executrix Katherine Widow and Relict of Thomas late Lord Fairfax)
aswell as by the said Lord Fairfax since and during all the time of his
Intermarriage with his said Wife Katherine Lady Fairfax, and by Margaret
late Lady Colopere Dowager and Relict of the said Thomas Lord Colopere,
I doe Order, Give, Bequeath and Dispose the same in manner and forme
following; which that I may doe more fully and effectually, and to prevent
any Doubts, Disputes, or Differences that may after my decease arise touching
the same, I doe in the first place, hereby fully and absolutely Revoke, annul
and disavow all former and other Wills and Testaments, and Codicills
whichever by me made at any time before the day of the date hereof,
and particularly the last Will and Testament by me long since made
at Milgate in Beretod in the County of Kent bearing date on or about
the ffourteenth day of January 1664, a Duplicate of which Will I then
lost in the custody of the said Thomas Lord Colopere (the same having
upon his Extraordinary professions of his kindness and affection to me,
and by his great Importunity been obtain'd from me). And I doe hereby
likewise particularly Revoke, and annul the last Will and Testament,
which I made about three years since during my share sickness in London
bearing date on or about the seventeenth day of ffbruary 1706, and of
which last Will I appointed William Colopere of Drollingborne Esquire
(my then Cousin German, and now my Brother in Law) William Hamilton
of Chilson Esquire now my Brother in Law, and my Cousin Thomas Brooke of
Stannington in the County of Wilts Esquire Executors. In the next place
Whereas by Indentures Tripartite of Ease and Release bearing date
the 23th and 24th of June in the year of our Lord God One thousand seven
hundred and seven, and made between myself of the first part, the said
William Colopere of Drollingborne aforesaid (son and Heir of Sr Thomas
Colopere of Drollingborne aforesaid Knight deceased) and Frances Colopere
(sister to the said William Colopere, and eldest Daughter of the said Sr

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Thomas Colpeper) of the second part, and the severall respective Trustees
in the said Indentures named of the third, fourth, and fifth part in Consideration
of a marriage then shortly to be had and solemnized between me John Lord
Colpeper, and the said Frances Colpeper (my now Dear wife) and of the
Marriage portion which I was to have with the said Frances Colpeper, in
Case the said intended Marriage took effect (as it afterwards did) and also
of Provision to be made for and on the said Frances Colpeper for her
Jointure and for my Issue (Sons and Daughters) on the Body of the said
Frances Colpeper to be begotten, and for severall other good Considerations
in the aforesaid Indentures iniquipartite mentioned and expressed, severall
Mannors, Messuages, Lands, Tenements, Chattells, and Monys in the said
Indentures particularly mentioned, are and were setted, Conveyed, Demised and
assured unto and upon the severall respective Trustees therein named, to
and for the severall respective uses, behoofes and purposes, and under the
severall respective Trusts, Clauses, provisions, and Limitations therein mentioned
and expressed, as Relation being thereunto had, it may more fully and at
large appear. And whereas by virtue of a Decree or Decretall Order of the
High Court of Chancery made in a Cause there depending wherein I John
Lord Colpeper was (and am still) Plaintiff, and Margaret Lady Colpeper
Widow and Relict of the said Thomas Lord Colpeper Thomas Lord Fairfax
Dicon of Cameroun in North Brittain and Katherine his wife and others
then were (and some of them now are) Defendants, bearing date on or about
the 9th day of July 1706, I am intituled to the sum of two thousand two
hundred eighty five pounds seven shillings and one penny with Interest for
the same, as by the said Decree or Decretall order (and other proceeding Decrees)
unto inrolled, Relation being thereunto had, it may more at large appear.
And whereas by virtue of and pursuant to two Decrees of the said High Court
of Chancery (the one made on or about the 9th day of November in the
year of our Lord 1700, and the other on or about the 4th day of March 1702)
and of severall other subsequent Decretall Orders, Reports Convoynances and
Assignments made in the aforesaid Cause by the directions of the
said Court of Chancery, I am intituled to, and now stand possess'd of the
residue of a Term of Ninety nine years, terminating from the 3^d day of
September Anno Domini 1658, Of and in all that the Mannor and
Capitall Messuage or Mansion house called Greenwood Court with the Outhouses,
Buildings, Barns, and Stables, Orchards, Gardens, Yards, and Court-yards, Parksides,
and all other Rights and appurtenances to the same belonging, and of and
in all those fields or Closes peices or parcels of Arable, meadow or pasture
Lands, or Grounds, Woods, Underwoods, Wood-lands, aswell above as below the Soil;
And of and in all other the Lands and Grounds to the said Capitall Messuage
or Mansion house belonging or appertaining, or therewith usually held, occupied
or enjoyed, as the same were sometime holden and enjoyed by Joseph Tanner
Gentleman, and by John Sawking Yeoman with all and every the Rights,
Members and appurtenances (all which last mentioned Tenements Lands and
Premises were lately in the tenure or occupation of Thomas Carpenter
of Reyulam in the said County of Kent Yeoman or his Assignes, or undertenants
by virtue of an Indenture of lease bearing date on or about the 14th day of
September 1703, to him granted and made by Dame Abigail Colpeper of
Dollingborne aforesaid Widow and Relict of the said 5th Thomas Colpeper
Knight deceased, and myself, pursuant to an Order of the said High Court of
Chancery. And whereas the Dean and Chapter of the Cathedrall and
Metropolitane Church of Christ Cantorbury by their Indenture bearing date on

or about the fifteenth day of September 1704 have devised granted and to
have left severall partes and partells of Land in the said Indenture
particularly mentioned and expressed, to me John Lord Coleridge my Executors
and Assignes for the Term of One and twenty years commencing at and
from the Feast of the Annuntiation of the Blessed Virgin Mary then
last past before the date of the said Indenture at and under the yearly
Rent and under the Covenants, and agreements, and days of payment in the
said Indenture mentioned, as relation being thereunto had, it may more at
large appear. And whereas being soe possessed of the aforesaid manor
and mansion house called Greenway-Court with the appurtenances as
aforesaid, and of all and singular other the last before mentioned lands
and premises with their and every of their Rights members and appurtenances
I have by the first above mentioned Indentures Tripartite of the
23rd and 24th of June 1707 for the severall good Considerations there before written,
and in the said Indentures Tripartite particularly mentioned & expressed,
Granted, Bargained, sold and assigned the before mentioned manor and
Mansion house called Greenway-Court, with all and singular the messuages,
Tenements, Lands, Grounds, Woods, Woodlands, Rights, members and appurtenances
to the said manor of Greenway-Court belonging; as also the severall above-
mentioned partes and partells of Land and premises in the aforesaid Indenture
of the 15th of September 1704, mentioned and expressed as aforesaid to the
respective Trustees in the first above mentioned Indentures Tripartite
named, their Executors and Administrators (to and for the uses, intents, and
purposes, and under the trusts, promises and covenants in the aforesaid
Indentures Tripartite particularly and at large mentioned and expressed)
as fully and freely and for and during the Remainder of the said severall
Terms, and Termes of years, and for such and so long time and times, and
in such and as large, ample, and beneficiall manner to all intents and
purposes as I John Lord Coleridge or any Heiress or to Heir in Right
of, by, from or under me (Otherwise and were it not for the said Indentures
Tripartite) may, might or ought to have, receive or enjoy, or have
had received or enjoyed the same last mentioned promises or any part
or parts thereof respectively, Now therefore to the intent to render all the
severall and respective Covenants mentioned and expressed in the
first above mentioned Indentures Tripartite of the 23rd and 24th of
June 1707 as firm as possible, and to prevent asmuch as in me lies
any pretence of trouble to my said Dear Wife Frances Lady Coleridge
(whom I have constituted and appointed sole Executrix of this my
last Will and Testament) and to all the respective Trustees named and
appointed in the said Indentures Tripartite and every of them
respectively, or to any person or persons who after my decease are, or shall
and may be concerned in the aforesaid Indentures Tripartite, or in any
of the settlements, Covenants and assurances therein mentioned and
specified from the said Thomas Lord Fairfax and Katherine his Wife (the
Heiress and sole Executrix of the last Will and Testament of the said
Thomas late Lord Coleridge) their Heires or Assignes and every of them,
or from any person or persons Heiress by, from, or under them, or any
of them, I John Lord Coleridge Doe testify, Publish, and make known
That I doe not only hereby fully and absolutely Ratify, approve, and
Confirm the aforesaid Indentures Tripartite of the 23rd and 24th of
June 1707, and all and every the uses, trusts, Clauses, Matters, and things
therein contained, But I doe also by these presents Declare the same to

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be part of my last Will and Testament And for the more corroborating and strengthening the same, if possible, I do hereby particularly Give, Confirm, Bequeath, and Devise all and singular the Mannors, Messuages, Lands, Tenements, Hereditaments, Mowys, and Chattels in the aforesaid Indentures Quinquopartite mentioned, settled, and specified, with their and every of their Rights, Members and appurtenances unto the severall respective Trustees in the said Indentures Quinquopartite named and appointed respectively, and to their and every of their respective Heires, Executors and Assignes, to the severall uses, purposes, Trusts, and Intents therein specified according to the purport and Effect therein respectively declared and expressed, in the same manner, as if recited verbatim herein; Desiring the same to be interpreted in most beneficially for my said Dear Wife, and for all and every the persons therein named and concerned, or that may hereafter be concerned therein, in their funds according to their severall successive Interests as part of my last Will and Testament; and the rather (more particularly as to that part of the above mentioned Indentures Quinquopartite, which relates to the settlement of the said manor and Messuage called Godwinay-Cowley, and of all the Lands, Tenements, Rights and members to the same appurtening, and in the said Indentures Quinquopartite mentioned to be conveyed and settled to the uses and purposes, and under the trusts, provisions, Charges and Limitations therein mentioned) because of the difficulties in limiting over terms for years, which are always most and more favourably interpreted in Wills, than by Deeds and Conveyances. And Whereas by the aforesaid Indentures Quinquopartite of the 23th and 24th of June 1707, It was further covenanted, granted and agreed between and by all the parties therein mentioned, that in case the aforesaid intended marriage should take effect, the aforesaid summe of 22 £ - 7 - 1, or such part thereof as the Trustees in the said Indentures Quinquopartite named or either of them shall receive and recover shall and are to be laid out in purchasing Messuages Lands and Tenements in free, and that the said Lands, Messuages and Tenements when purchased shall be conveyed, assigned, and settled to and for the severall uses, Intents, and purposes, and under, and subject to the trusts, provisions, Limitations, and Agreements in the aforesaid Indentures Quinquopartite mentioned and expressed touching the same. And Whereas by severall other Decretall Orders of the said High Court of Chancery made since the said Deeds herein before mentioned and of the proceedings and Reports made by the master of the said Court thereupon, and pursuant to the same, and particularly by virtue of a Decretall Order made on or about the sixth day of March 1707 (by which it was ordered that the Mannors of xx Morghow and Goddon and the Lands therunto belonging situate and being in Winton in the said County of Kent, should be sold to the best purchaser that could be gott for the same, to be approved of by William Rogers Esq; (one of the masters of the said Court of Chancery) in order to satisfy the summe of Two thousand two hundred Eighty five Pounds xx seven shillings and one penny with Interest for the same; and of Six hundred thirty two pounds fourteen shillings and ten pence, both decreed to be due to me John Lord Colclough in part of Satisfaction of my Claims and Demands, as by a Decretall Order of or about the 31th of October 1706, and by the Report made by the said master in Chancery on or about the 22th day of June 1706, relation being therunto had it may more fully appear: as also by virtue of the said masters subsequent Report on or about the 20th day of November 1708 by which the said

1 witness of

Master (Having caused publick notice to be given in the Gazette) Reported
and Certified, That Thomas Troke of Dennington in the County of Wilts
Esquire had proposed to give the sum of three thousand one hundred
pounds for the purchase of the said Mannors of Mowghow and Goddon, and
promises upon the terms therein mentioned and expressed, and by written
Report the said Master did approve of the said Thomas Troke as the best
purchaser of the same at that Rate, as by the last before mentioned
Orders and Report (and by testimony attending to the Rules and methods of
the said Court), relation being thereunto had, it may fully appear: And
likewise by virtue of a certain Indenture Quincupartite bearing date on or
about the 4th day of August 1709 and made or mentioned to be made between
the Right Honorable Thomas Lord Fairfax Baron of Cameron in North Britain
and Katherine Lady Fairfax his wife of the first part, Susanna Weldon alias
Wills of the parish of St James's Westminster in the County of Middlesex
Gentlewoman of the second part, William Colclough of Dollington
aforesaid Esquire (son and heir of St Thomas Colclough of Dollington
aforesaid Knight deceased) of the third part, Mr John Lord Colclough of the
fourth part, and the said Thomas Troke Esquire of the fifth part, by which
as well in obedience to the severall before mentioned Orders, Reports and
Proceedings in the said Court thereupon, as for the severall other good
causes and considerations in the said Indenture expressed, the said parties
therein named or some of them, have granted, bargained, sold, Released
and conveyed unto the said Thomas Troke his Heirs and Assignes all
those the said Mannors and reputed Mannors of Mowghow and Goddon with
all the lands and promises and their severall Rights, Members and
appurtenances to the same belonging as by the said Indenture relation being
thereunto had may more at large appear: I say whereas by virtue of the
said writen Orders, Reports, and proceedings in the said High Court of
Chancery, and by the Conveyance and assignment of the aforesaid Mannors
of Mowghow and Goddon, lands and promises made to me by the said
Thomas Troke by Indenture bearing date on or about the 20th day of
December 1709 (the name of the said Thomas Troke having been made
use of only in trust for me, and for my use and behoofe) I became intituled
to, and am now, by and upon the attainment of the respective Tenants of
the said Mannors, lands and promises duly and legally made to me, &
actually seized and possess'd of the said Mannors of Mowghow and Goddon
and the lands thereunto belonging, Now my will and meaning touching
the same is, that, in case it shall please God to take me out of this world
before the Conveyance and Settlement (by me intended forthwith to be
made, and now depending before my Council in and of a proportionable part
of the aforesaid Mannors of Mowghow and Goddon, and the lands thereunto
belonging shall be perfected concluded and sealed pursuant to and attending
to the said Covenant and Agreement in the first above mentioned Indenture
Quincupartite of the 23th and 24th of June 1707 specified and herein before
referred touching the aforesaid sum of 2205^l - 7^s - 1^d therein mentioned, I do
hereby will, Desire, Direct and appoint, that pursuant to the aforesaid
Covenant and Agreement, such and that part and part or only of the said
Mannors or reputed Mannors of Mowghow and Goddon, which is properly
called, reputed and known by the name of the Mannor of Mowghow and the
lands thereunto belonging, Situate and being in Kentford as aforesaid (the
remaining part or part or of the said Mannors of Mowghow and Goddon
which is properly called reputed and known by the name of the Mannor of

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Goddon and the lands therunto belonging being to be excepted out of and not included in the before mentioned intended settlements) and which has of late been and is now in the tenure and occupation of Christophilus Dearth and James Skots their respective Assigns, or Undertenants or some of them at and under the respective yearly Rents of 112^l and of 65^l (the said yearly Rents amounting to the sum of 177^l p annu) and being (after the Rents are deducted) more than equivalent to answer the aforesaid sum of 220^l - 7^s - 1^d) shall as soon as conveniently it may if not actually done before my decease) be conveyed, settled, and assured to and upon certain Trustees (to be in the said intended Deed of settlement named by my said Dear Wife) to and for the severall uses, intents and purposes, and under and subject to the Trusts, Provisions, Limitations and Agreements, in the aforesaid Indentures inquis partite of the 23rd and 24th of June 1707 mentioned and expressed touching the said sum of 220^l - 7^s - 1^d. And as for the before mentioned remaining part or partell of the aforesaid manors of Moughden and Goddon, which is properly called and commonly reputed and known by the name of the manor of Goddon, with all the Lands Rights members and appurtenances therunto belonging, and which of late has been and is now in the tenure and occupation of Jeremiah Curtis his Assigns or Undertenants at and under the yearly Rent of eighty five pounds, my express Will and meaning is, and I do by these presents freely Give, Bequeath, Convey, Devise, Confirm and Assign the said manor and reputed Manor of Goddon with all the Lands, Tenements, Hereditaments, Rights, Priviledges and appurtenances to the same belonging, Situate and being in the parish of Tenterden) unto my said Dear Wife Frances Lady Colchester her Heirs and Assigns for ever, Subject nevertheless to and under the provision Condition and Trust, herein after mentioned, that is to say, accordingly I do hereby direct, Will and appoint, That from and after my decease, my said Dear Wife her Heirs Executors Administrators and Assigns shall and do out of the Rents and profits of the said Manor or reputed Manor of Goddon and the Lands to the same belonging pay or cause to be paid unto my Brother Cheney Coloppper of the Inner Temple London Esq^r to and for his proper use and behoofe, the yearly sum or annuity of Twenty pounds for and during the term of his naturall life to be paid to him half yearly (free and discharged from all Parliament Taxes & other Charges Payments and deductions whatsoever) at the two usual feast days of the Annuntiation of the Blessed virgin Mary, and of St Michael the Archangel as soon as the same shall be received by my said wife, her Heirs Executors or administrators, the first payment to be made on that feast day (of the aforesaid two feast days) which shall first come to and happen next after the day of my decease. And in case my said Brother Cheney Coloppper shall survive my said Dear Wife, I do further Will, appoint, Devise and direct, That from and after the day of the decease of my said Dear Wife, all and the entire Rents and profits of the said manor of Goddon and of the Lands therunto belonging, shall by the Tenant, or Tenants or Occupiers of the said manor and Lands be paid unto my said Brother Cheney Coloppper to and for his proper use and behoofe for and during his naturall life Alsoe whereas in consideration of the sum of twelve hundred pounds by me paid into the Receipt of the Exchequer at severall days and times (as by the severall respective Tallys touching the same may appear) and by virtue of two severall acts of Parliament passed in the second and third years of the Reign of our Sovereign Lady

of the said