ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 178.

An Act for discharging the Estate of *George Frederick Stratton* Esquire, in the Parish of *Great Tew*, in the County of *Oxford*, from certain Trusts thereof, and for substituting another Estate in the same County in lieu thereof. [9th *June* 1810.]

Recital of Indenture of the 19th of June 1781.

WHEREAS by Indenture of Bargain and Sale, dated the Nineteenth Day of *June* One thousand seven hundred and eighty-one, and duly inrolled in the High Court of Chancery on the Twenty-second Day of *October* One thousand seven hundred and eighty-one, and made or expressed to be made between *Thomas Edwards Freeman*, the Elder, Esquire, of the One Part; and *Thomas Edwards Freeman*, the younger, Esquire, his Son and Heir apparent, *Francis Penyston*, Esquire, and *George Stratton*, Esquire, of the other Part; in Consideration of Ten Shillings, and for other Considerations therein mentioned, the said *Thomas Edwards Freeman*, the elder, did bargain and sell unto the said *Thomas Edwards Freeman* the younger, *Francis Penyston*, and *George Stratton*, and their Heirs, all those Three Closes, Pieces, or Parcels of Land or Ground, containing in the whole by Estimation Seventy-five Acres and Thirty-six Perches; namely, all that Close, Piece, or Parcel of Land or Ground called or known by the Name of *Picked Causters*, containing by Estimation Nineteen Acres, Two Roods, and Thirty-eight Perches (more or less); all that Close, Piece, or Parcel of Land or Ground called or known by the Name of *West Ground* in *Wheatlands*, containing by Estimation Thirty-four

four Acres, One Rood, and Sixteen Perches (more or leſs); and all that Cloſe, Piece, or Parcel of Land or Ground called or known by the Name of *Eaſt Ground* in *Wheatlands*, containing by Eſtimation Twenty-one Acres, and Twenty-two Perches (more or leſs); which ſaid Three Pieces or Parcels of Land or Ground are therein mentioned to be ſituate, lying and being in the Pariſh of *Great Tew* in the ſaid County of *Oxford*, and were particularly delineated and deſcribed in the Scheme or Plan thereof, drawn in the Margin of the now reciting Indenture, and were then in the Tenure or Occupation of *Morris Adams*, at the yearly Rent of Forty-eight Pounds; to hold the ſame unto and to the Uſe of the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, their Heirs and Aſſigns, for ever, in Truſt, in the firſt Place, out of the Rents and Profits of the ſaid Lands and Hereditaments, to pay the Land Tax, and all other Taxes impoſed or to be impoſed upon the ſaid Premiſes, and upon the Meſſuage or Tenement to be conveyed and aſſured for the Reſidence of the Vicar of the ſaid Pariſh for the Time being, and payable in reſpect thereof by the Landlords, Owners, or Proprietors, and not by the Tenant or Tenants; and upon further Truſt, that the ſaid *Thomas Edwards Freeman*, the younger, and *Francis Penyſton*, and *George Stratton*, or ſuch Perſons as at the Time being ſhould be Truſtees of the ſaid Truſt Premiſes, by virtue of the Power thereinafter contained for appointing new Truſtees, ſhould yearly, by and out of the Rents and Profits of the ſaid Lands, Hereditaments, and Premiſes pay unto ſuch Vicar and his Succeſſors, provided he ſhould do the Duty and Service, and perform and keep the Conditions thereinafter mentioned, One Annuity or yearly Sum of Thirty Pounds, in increaſe of the Income of the aforeſaid Vicarage of *Great Tew*, by half yearly Payments, as therein mentioned; and to apply the Reſidue of the ſaid Rents and Profits, in the firſt Place, for building a proper Barn upon a convenient Part of the ſaid Lands; and then yearly, by and out of the ſaid Rents and Profits, to pay One Annuity of Twelve Pounds to a School-maſter or School-miſtreſs, to be appointed by the ſaid Truſtees, or the Truſtees for the Time being, for inſtructing Ten poor Boys and Ten poor Girls of the ſaid Pariſh, or a greater Number, if it ſhould appear to the Truſtees expedient to have the ſaid Number increaſed; namely, the Boys in reading and knitting, and the Girls in reading, ſpinning, knitting, and ſewing, and both in the Proteſtant Religion, and in doing ſuch Works as the ſaid Truſtees ſhould think proper and direct: And upon further Truſt, if there ſhould be any Surplus of the Rents and Profits of the ſaid Premiſes, after Payment of the Land Tax and all other Taxes, and the ſaid annual Sums of Thirty Pounds and Twelve Pounds, to apply ſuch Surplus towards the ſubſtantial Repairs of ſuch Barn ſo to be built, and alſo of the ſaid Meſſuage or Tenement to be conveyed and ſettled, as thereinafter mentioned, and in keeping the ſame inſured from Damage by Fire, or towards making up the ſaid Two Annuities of Thirty Pounds and Twelve Pounds, if the Rents and Profits of the ſaid Premiſes ſhould have been inſufficient to pay the ſame; and in the mean Time ſhould be at Liberty to place ſuch Surplus at Intereſt for Accumulation thereof for all or any the Purpoſes aforeſaid: And it was provided, that if the Rents and Profits of the ſaid Premiſes ſhould not be ſufficient to pay the ſaid Two Annuities, and alſo the neceſſary Repairs of ſuch Barn, a proportionable Deduction ſhould be made out of each of the ſaid Annuities, ſo as the Annuity of Thirty Pounds not to be reduced to leſs than Twenty-five Pounds: And it was alſo provided, that the aforeſaid Annuity of Thirty Pounds ſhould be upon Condition,

Condition, that the ſaid Vicar and his Succeſſors ſhould keep the ſaid Meſſuage or Tenement ſo to be conveyed, in Repair, and leave to their Succeſſors all Fixtures in the ſaid Meſſuage at the coming into Poſſeſſion; and that the Vicar and his Succeſſors ſhould reſide in the Pariſh of *Great Tew* the whole Year, and perform ſuch Service in the Church as in the ſaid Indenture, now in recital, is mentioned and required: And it was further provided, that the ſaid Premiſes ſhould not be leaſed or demiſed upon any Fine or Fines, but only at the full yearly Value; and either from Year to Year, or by Leaſe not exceeding Twenty-one Years in Poſſeſſion, and not in Reverſion, and with Power of appointing new Truſtees as therein is mentioned: And it was by the ſaid Indenture, now in recital, further witneſſed, that for the Conſiderations aforeſaid, and to the End that the Vicar might be induced to reſide in the ſaid Pariſh, the ſaid *George Stratton* did covenant, that he would, within Five Years from the Date thereof, convey and ſettle or aſſure all that his freehold Meſſuage or Tenement, with the Yard, Garden, Stable, and ſmall Cloſe of Land thereto adjoining, containing Two Roods and Twenty-eight Perches, or thereabouts, ſituate in the Village of *Great Tew* aforeſaid, then in the Occupation of the Reverend *James Aſhton*, the then Vicar; or ſome other freehold Meſſuage or Tenement of equal Value in the Village or Pariſh of *Great Tew*, fit and convenient for the Vicar, and for the ſole Uſe and Reſidence of the Vicar of the ſaid Pariſh for the Time being, for ever; and in the mean Time, would permit the Vicar for the Time being, to reſide in and occupy the ſaid Meſſuage or Tenement, with the Appurtenances, in the Tenure of the ſaid *James Aſhton*, without paying Rent for the ſame; and in the ſame Indenture is contained the uſual Power of keeping up the Number of Truſtees in Caſe of Death: And whereas by Deed Poll in Writing under the Hands and Seals of the ſaid *Thomas Edwards Freeman*, the elder, *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, *George Stratton*, and *James Aſhton*, inrolled in the ſaid Court of Chancery, and dated the Eighteenth of *May* One thouſand ſeven hundred and eighty two, and indorſed on the ſaid recited Indenture; after reciting, that the ſaid Cloſes and Premiſes, at the Time of making and executing the ſaid recited Indenture, were let at the yearly Rent of Forty-eight Pounds, and were then eſteemed to be of that annual Value; but that the Tenant had ſince quitted the ſame, and left them in very bad Condition; and that the ſaid *Thomas Edwards Freeman*, the elder, having advanced a Sum of Money for building a Barn, which, by virtue of the Powers in the ſaid recited Indenture contained, was to be repaired out of the Rents of the ſaid Land, it would be a long Time before any Profit could be received therefrom; and by Means of the bad Condition of the ſaid Lands, and of the general Fall in the Value and Rents of Lands, the ſaid Lands could not be then let ſo as to produce any Thing near the annual Value intended to be provided and ſecured; and that the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, and alſo the ſaid *Thomas Edwards Freeman*, the elder, propoſed and agreed with the Approbation of the ſaid *James Aſhton*, the then Vicar, that the ſaid Lands ſhould be re-conveyed to the ſaid *Thomas Edwards Freeman*, the elder, in Conſideration of ſuch Sum of Money, as being laid out in the Public Funds, or Government Securities, would produce the clear yearly Sum of Forty-two Pounds, being a Sum ſufficient to anſwer the annual Payment by the ſaid recited Indenture directed, and more than the ſaid Premiſes would produce; and that ſuch Sum of Money ſhould be laid out accordingly, in the Names of the ſaid *Thomas Edwards Freeman*, the younger,

Deed Poll of 18th May 1782.

younger, *Francis Penyſton* and *George Stratton*; or in Conſideration of ſuch Sum in thePublic Funds, or Government Securities as would produce ſuch clear annual Sum of Forty-two Pounds, being transferred by the ſaid *Thomas Edwards Freeman*, the elder, into the joint Names of the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, upon the Truſts therein-after mentioned: And further reciting, that the ſaid *Thomas Edwards Freeman*, the elder, in purſuance of ſuch Agreement, and at the Requeſt, and by the Direction, as well of the ſaid *James Aſhton*, as of the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, had transferred into the joint Names of the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton* and *George Stratton*, the Sum of One thouſand four hundred Pounds, Old South Sea Annuities; and by the hereinafter recited Indentures of Leaſe and Releaſe, and Bargain and Sale, the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, with the Approbation of the ſaid *James Aſhton*, had bargained, ſold and conveyed the ſaid Premiſes unto the ſaid *Thomas Edwards Freeman*, the elder, his Heirs and Aſſigns, for ever: It is witneſſed, that in Conſideration of the Premiſes, they the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, with the Privity and Approbation of the ſaid *Thomas Edwards Freeman*, the elder, and of the ſaid *James Aſhton*, teſtified as therein mentioned, did thereby acknowledge and declare, that the ſaid Sum of One thouſand four hundred Pounds, Old South Sea Annuities, was ſo transferred to them, and was then ſtanding in their Names; and that they, their Executors and Adminiſtrators, and the Truſtees for the Time being, to be thereafter appointed, for the Purpoſes in the ſaid Indenture of the Nineteenth of *June* One thouſand ſeven hundred and eighty-one, mentioned, ſhould ſtand poſſeſſed of the ſaid Sum of One thouſand four hundred Pounds Old South Sea Annuities, and the Dividends or Intereſt thereof, upon ſuch Truſts, and to and for ſuch Ends, Intents, and Purpoſes, and with and under ſuch Powers, Proviſoes, Conditions, and Agreements, as in the ſaid Indenture of the Nineteenth of *June* One thouſand ſeven hundred and eighty-one are mentioned, declared, or contained, of and concerning the ſaid Lands, and the Rents and Profits of the ſame, except only what concerned the Charges of building and repairing ſuch Barn, and the Payment of Taxes in reſpect of the ſaid Lands and Barn: And whereas by Indentures of Leaſe and Releaſe, dated reſpectively the Seventeenth and Eighteenth Days of *May* One thouſand ſeven hundred and eighty-two, the Releaſe being made between the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, of the Firſt Part; the ſaid *James Aſhton*, then Vicar of *Great Tew* aforeſaid, of the Second Part; and the ſaid *Thomas Edwards Freeman*, the elder, of the Third Part; and alſo by Indenture of Bargain and Sale, duly inrolled in the ſaid Court of Chancery, and bearing even Date with and made between the ſame Parties as the ſame Indenture of Releaſe, which Indenture of Releaſe recites the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, and the ſaid Deed Poll endorſed thereon; the ſaid *Thomas Edward Freeman* the younger, *Francis Penyſton*, and *George Stratton*, in Conſideration that the ſaid *Thomas Edwards Freeman* the elder, had duly transferred into theNames of the ſaid *Thomas Edwards Freeman* theyounger, *Francis Penyſton*, and *George Stratton*, the ſaid Sum of One thouſand four hundred Pounds South Sea Annuities, upon the Truſts aforeſaid, and in Conſideration of Ten Shillings, did, with the Conſent and Approbation of the

Indentures of Leaſe and Releaſe of the 17th and 18th May 1782.

ſaid *James Aſhton*, teſtified as therein mentioned, grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *Thomas Edwards Freeman*, the elder, and to his Heirs, all the ſaid Three Cloſes and Premiſes compriſed in the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, and all the Appurtenances, to hold the ſame unto and to the Uſe of the ſaid *Thomas Edwards Freeman*, the elder, his Heirs and Aſſigns, for ever: And whereas by Indenture of Bargain and Sale, dated the Second Day of *February* One thouſand ſeven hundred and eighty-ſeven, and duly inrolled in the ſaid Court of Chancery, indorſed on the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, and made or expreſſed to be made between the ſaid *George Stratton*, of the One Part, and the ſaid *Thomas Edwards Freeman*, the younger, and *Francis Penyſton*, of the other Part; the ſaid *George Stratton*, in purſuance of his aforeſaid Covenant in that behalf, and in Conſideration of Ten Shillings, did bargain and ſell unto the ſaid *Thomas Edwards Freeman*, the younger, and *Francis Penyſton*, and their Heirs, the ſaid freehold Meſſuage or Tenement, with the Yard, Garden, and Stable, and ſmall Cloſe of Land thereto adjoining, containing Two Roods and Twenty-eight Perches, ſituate in the Village of *Great Tew*, then late in the Tenure of the ſaid *James Aſhton*, to hold the ſame unto the ſaid *Thomas Edwards Freeman*, the younger, and *Francis Penyſton*, and their Heirs, to the Uſe of the ſaid *Thomas Edwards Freeman*, the younger, *Francis Penyſton*, and *George Stratton*, their Heirs and Aſſigns for ever, nevertheleſs upon Truſt and for the ſole Uſe and Reſidence of the Vicar of the ſaid Pariſh of *Great Tew* for the Time being, for ever; with the like Power of Appointment of new Truſtees, as in the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one is mentioned: And whereas by Indentures of Leaſe and Releaſe, dated reſpectively the Fourteenth and Fifteenth Days of *Auguſt* One thouſand ſeven hundred and eighty-nine, and made between the ſaid *Thomas Edwards Freeman*, the elder, of the One Part; and the ſaid *George Stratton*, of the other Part; reciting, that the ſaid *George Stratton* had contracted and agreed with the ſaid *Thomas Edwards Freeman* for the abſolute Purchaſe of the Cloſes, Pieces, or Parcels of Land and Hereditaments thereinafter mentioned, and intended to be thereby releaſed and conveyed, at or for the Price and Sum of One thouſand two hundred Pounds, it is witneſſed, that, in Conſideration of One thouſand two hundred Pounds to the ſaid *Thomas Edwards Freeman* paid by the ſaid *George Stratton*, the ſaid *Thomas Edwards Freeman*, the elder, did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *George Stratton*, and to his Heirs, the ſaid Three Cloſes, Pieces, or Parcels of Land or Ground, containing in the whole by Eſtimation Seventy-five Acres and Thirty-ſix Perches, deſcribed and compriſed in the ſaid Indentures of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, and the Eighteenth Day of *May* One thouſand ſeven hundred and eighty-two, and then in the Tenure or Occupation of *William Evans*, at the yearly Rent of Forty-four Pounds, to hold the ſame unto and to the Uſe of the ſaid *George Stratton*, his Heirs and Aſſigns for ever: And whereas the ſaid *George Stratton*, by his laſt Will and Teſtament in Writing, dated the Tenth of *November* One thouſand ſeven hundred and ninety-eight, deviſed his Manor, Manſion-houſe, and Advowſon of *Great Tew* aforeſaid, and his Eſtates in and near *Great Tew* aforeſaid, and all other his Freehold Manors, Meſſuages, Lands, and Hereditaments, whatſoever and whereſoever, in Poſſeſſion, Reverſion, Remainder or Expectancy, unto his Wife, *Heſter Eleanor Stratton*, and his Friends, the Reverend *John Richards* and *Thomas*

Indenture of Bargain and Sale 2d Feb. 1787.

Indentures of Leaſe and Releaſe, 14th and 15th Auguſt 1789.

Fitzhugh, their Heirs and Aſſigns, upon the Truſts following; namely, as to his Houſe at *Great Tew*, and the Lands and Hereditaments therewith uſually occupied, to the Uſe of his ſaid Wife and her Aſſigns, for her Life, without Impeachnent of Waſte; and as to all the Remainder of the ſaid Hereditaments and Premiſes, and alſo as to the ſaid Houſe and Lands ſo limited to his ſaid Wife, in Caſe of and after her Deceaſe, upon Truſt, during the Minority of his Son *George Frederick Stratton*, to let the ſame, and out of the Rents and Profits keep down an Annuity of Four hundred and twenty Pounds, payable out of Part of his ſaid Eſtates, to Miſtreſs *Tracy*, during her Life; and then to pay thereout to his ſaid Wife, an Annuity of One thouſand two hundred and eighty Pounds for her Life, clear of all Deductions whatſoever; and alſo to pay to his Daughter *Wilhelmina Sarah Stratton*, during the joint Lives of herſelf and her Mother, an Annuity of One hundred Pounds clear of all Deductions; and ſubject thereto, upon Truſt, to apply a ſufficient Part of the Rents and Profits of the ſaid Hereditaments, for maintaining and completing the Education of his (the Teſtator's) ſaid Son, and for his Pocket-money and contingent Expences; and to pay for all Repairs and neceſſary Improvements of his (the Teſtatator's) ſaid Eſtates; the Remainder to accumulate as received at Intereſt in the Public Funds or on Mortgage; and on his ſaid Son *George Frederick Stratton*'s Attainment of Twenty-one Years, upon Truſt, to transfer or pay to him all ſuch Accumulations for his own abſolute Uſe: And as to his (the Teſtator's) ſaid Manor, Lands, and Hereditaments, ſubject to his Wife's Life-intereſt and the Annuities above-mentioned, to the Uſe of his ſaid Son *George Frederick Stratton* and his Aſſigns for Life, without Impeachment of Waſte; Remainder to the Uſe of his ſaid Wife, and the ſaid *John Richards* and *Thomas Fitzhugh*, and their Heirs, during the Life of his ſaid Son, in Truſt, to preſerve contingent Remainders; Remainder to the Uſe of the Firſt and every other Son of the Body of the ſaid *George Frederick Stratton*, ſucceſſively, in Tail Male; Remainder to the Uſe of the Firſt and every other Son of the Body of the ſaid *George Frederick Stratton*, ſucceſſively, in Tail General; Remainder to the Uſe of all and every the Daughter and Daughters of his ſaid Son *George Frederick Stratton* as Tenants in common, in Tail General, with Croſs Remainders, between them in Tail General; Remainder to the Uſe of his (the Teſtator's) ſaid Truſtees, and their Heirs, upon Truſt, during the Minority of his Son *John Stratton*, to apply a ſufficient Part of ſuch Rents and Profits (ſubject as aforeſaid) for his Maintenance and Benefit, and to accumulate the Remainder in like Manner, as directed during the Minority of his ſaid eldeſt Son *George Frederick Stratton*; and on his ſaid Son *John Stratton*'s Attainment of Twenty-one, to pay or transfer to him all ſuch Accumulations for his own abſolute Uſe: And as to the ſaid Manor and Hereditaments, when his ſaid Son *John Stratton* had attained the ſaid Age, ſubject as aforeſaid, to the Uſe of him and his Aſſigns, for his Life, without Impeachment of Waſte; Remainder to the ſaid Truſtees and their Heirs, during his Life, to preſerve contingent Remainders; with Remainder to his Firſt and other Sons ſucceſſively in Tail Male; Remainder to the Uſe of the Firſt and every other Son of the ſaid *John Stratton*, ſucceſſively, in Tale General; Remainder upon Truſt, during the Minority of his (the Teſtator's) ſaid Daughter *Wilhelmina Sarah Stratton*, to apply a ſufficient Part of the Rents and Profits of the ſaid Manor and Hereditaments (ſubject as aforeſaid) for her Maintenance and Benefit, and to accumulate the Remainder in the ſame Manner as directed during the Minority of his ſaid eldeſt

eldeſt Son *George Frederick Stratton*, except that ſuch Accumulations ſhould not be paid to her at Twenty-one, if his ſaid Wife was then living, but continue at Intereſt until her Marriage, with the Conſent of his ſaid Wife, if living at the Time of ſuch Marriage; and upon ſuch Marriage with the Conſent of his ſaid Wife, or in Caſe of her Death, then upon ſuch Marriage without any Conſent, or on her Attainment of Twenty-one, (which firſt happened,) the ſaid Accumulations, or the Funds or Securities upon which the ſame ſhould be inveſted, ſhould be paid or transferred to his ſaid Daughter, or to ſuch Perſons, and upon ſuch Truſts, as ſhe ſhould in Writing appoint; and until ſuch Payment or Transfer, the Intereſt and Proceeds of ſuch Accumulations ſhould be paid to her for her own Uſe: And as to the ſaid Manor and Hereditaments, on his ſaid Daughter's Attainment of Twenty-one, (but ſubject as aforeſaid,) upon Truſt to pay the Rents and Profits unto his ſaid Daughter until her Marriage, with ſuch Conſent, and upon ſuch Marriage, or his ſaid Wife's Death before ſuch Marriage, then upon her Marriage without any Conſent, or Attainment of Twenty-one, which (firſt happened,) he deviſed the ſaid Manor and Hereditaments to the Uſe of his ſaid Daughter, and the Huſband with whom ſhe might marry, during their joint Lives, and the Life of the Survivor; or if his Daughter ſhould not marry, then to her Uſe for Life without Impeachment of Waſte; Remainder to the ſaid Truſtees and their Heirs, during the Lives of his ſaid Daughter and her ſaid Huſband, and the Life of the Survivor of them, in Truſt, to preſerve contingent Remainders; Remainder to the Uſe of all and every the Child and Children of his (the Teſtator's) ſaid Daughter, living at her Death, if more than One, as Tenants in common in Tail General; and in Default of ſuch Iſſue, or if his Daughter ſhould marry without the Sanction of his Wife, then from the Time of ſuch Marriage, he deviſed the ſaid Manor and Hereditaments (ſubject as aforeſaid) to his Nephew *George Stratton*, then and now a Writer in the Service of the *Eaſt India* Company, his Heirs and Aſſigns for ever: And whereas the ſaid Teſtator, by a Codicil to his ſaid Will, dated the Eighteenth Day of *March* One thouſand eight hundred, after reciting the Death of the ſaid *Thomas Fitzhugh*, appointed his Friend *Richard Joſeph Sullivan*, of *Grafton Street*, Eſquire, Truſtee in his ſtead; and deviſed and bequeathed to him, his Heirs, Executors, and Adminiſtrators, the ſame Intereſt in his (the Teſtator's) Eſtates and Monies as was by his Will deviſed and given to the ſaid *Thomas Fitzhugh*, his Heirs, Executors, and Adminiſtrators; and further reciting, that it might thereafter become expedient to ſell his Eſtates in and near *Great Tew* aforeſaid, he thereby authorized, directed, and empowered his ſaid Wife and Truſtees, or the Survivors or Survivor of them, as they, he, or ſhe ſhould think proper, to diſpoſe of the ſame, together or in Parcels, and by public or private Sale, and on the Receipt of the Purchaſe Money, to give Diſcharges for the ſame, and convey, aſſign, and aſſure the Hereditament, ſo ſold unto ſuch Purchaſer or Purchaſers, his, her, or their Heirs, Executors, Adminiſtrators, or Aſſigns, freed and diſcharged from all the Uſes, Truſts, and Purpoſes, by his ſaid Will declared concerning the ſame, with the uſual Declaration that their Receipts ſhould be effectual Diſcharges to ſuch Purchaſers, who ſhould not be accountable for the Application thereof; and directed his ſaid Wife and Truſtees, out of the Money ariſing by ſuch Sale, to purchaſe One hundred thouſand Pounds Bank Three Pounds *per Centum* Conſolidated Annuities, in their Names, or the Name of the Survivors or Survivor, his or her Executors or Adminiſtrators; and to ſtand poſſeſſed thereof,

Codicil, dated 18th March 1800.

thereof, and of the Dividends arising therefrom, until the Capital should be again laid out in Lands and Hereditaments, upon Trust, for such Person and Persons, charged in such Manner, and subject to such Limitations as his said Manor, Advowson, and Estates at or near *Great Tew* aforesaid were then subject and liable to, or as near thereto as the Nature of the Property would admit; and also directed his said Wife and Trustees, to sell the said One hundred thousand Pounds Consolidated Three Pounds *per Centum* Annuities, and lay out the Produce thereof in the Purchase of freehold Hereditaments, and of such Copyholds as might lie intermixed in *England*; and immediately thereupon, convey, settle, and limit the same to the Use of the same Person and Persons, and upon the same Trusts, as his then present Manor and Hereditaments at or near *Great Tew* were by his Will settled, limited, and assured, or such of them as should be then subsisting; and as to the Surplus Monies arising from the Sale of his Manor and Hereditaments at *Great Tew*, subject to such Charges and Investment as aforesaid, he directed the same to be paid to his eldest Son the said *George Frederick Stratton*, on his attaining Twenty-one Years: And whereas the said Testator died in the Year One thousand eight hundred, without revoking or altering his said Will and Codicil, leaving the Children named in his Will, and no other Issue; and soon afterwards the said Will and Codicil were duly proved in the Prerogative Court of *Canterbury*, by the said *Hester Eleanor Stratton*, the sole Executrix named in the said Will: And whereas the said *John Richards* and *Richard Joseph Sullivan*, Two of the Trustees appointed by the said Will and Codicil, are both dead: And whereas the said *George Frederick Stratton*, the eldest Son, and the said *John Stratton*, the Second Son of the said Testator, have both attained the Age of Twenty-one Years, and are married, but neither hath Issue; and the said *Wilhelmina Sarah Stratton*, the Daughter of the said Testator, hath attained the Age of Twenty-one Years, and is married to *Egerton Leigh* Esquire, but hath no Issue: And whereas the Annuitant named in the said Will of the said Testator *George Stratton*, under the Description of Mistress *Tracy*, departed this Life in the Month of *February* One thousand seven hundred and ninety-nine: And whereas the said *Thomas Edwards Freeman*, the younger, died in the Year One thousand seven hundred and eighty-eight; but although it is recited in the said Deed Poll of the Eighteenth of *May* One thousand seven hundred and eighty-two, that the said One thousand four hundred Pounds Old *South Sea* Annuities were transferred into the Names of the said *Thomas Edwards Freeman*, the younger, *Francis Penyston*, and *George Stratton*, yet no such Sum appears in the Books of the *South Sea* House to have been transferred into their Names; but it appears by the said Books that on the Twenty-ninth Day of *July* One thousand seven hundred and ninety-three, the Sum of One thousand five hundred Pounds Old *South Sea* Annuities was purchased and transferred into the Names of the said *Francis Penyston*, and the said *George Stratton*, and of the Reverend *Thomas Leigh* of *Adlestrop*, in the County of *Gloucester*, Clerk, and he the said *Thomas Leigh* has since acted as a joint Trustee with the said *Francis Penyston*, in the Performance of the Trusts declared of the said Annuities as aforesaid: And whereas in a Paper in the Hand-writing of the said *Thomas Edwards Freeman*, the elder, is contained a Memorandum in the Words following: —'By Deed dated the Ninteenth of *June* One thousand seven hundred and eighty-one, inrolled, and also by Deed-Poll dated the Eighteenth of *May* One thousand seven hundred and eighty-two, indorsed on the

'Second

'Second Skin, likewiſe inrolled, the Capital Stock of One thouſand four hundred Pounds in *South Sea* Old Annuities, which has ſince by accumulated Intereſt, and a farther Donation, amounting together to One hundred Pounds additional Stock, making in the whole One thouſand five hundred Pounds Stock in the ſaid Fund of Old *South Sea* Annuities was ſettled by *T. E. F.* Eſquire, and the ſame was veſted the Twenty-ninth of *July* One thouſand ſeven hundred and ninety-three, in the Names of *Francis Penyſton*, and *George Stratton*, Eſquires, and the Reverend *Thomas Leigh*, Rector of *Broadwell*, Truſtees of the ſaid Settlement, for the following Uſes, viz.: That the Dividends or Intereſt, amounting yearly to Forty-five Pounds *per Annum*, ſhall be appropriated and applied as follows:—Thirty Pounds towards the Augmentation of the Vicarage of *Great Tew*, to be paid to the Vicar thereof for the Time being, by Half-yearly Payments, provided the Vicar ſhall reſide in the ſaid Pariſh, and perform the Conditions particularly ſpecified in the above-mentioned Deed; the remaining Fifteen Pounds *per Annum* to be applied to the Payment of a Salary to a School-maſter or School-miſtreſs, for teaching and inſtructing Poor Boys and Girls, Children of the Poor, belonging to the Pariſh of *Great Tew*; the Boys to be inſtructed in reading and knitting, the Girls in reading, knitting, ſpinning and ſewing, and both in the Proteſtant Religion, and in doing ſuch Work as the ſaid Truſtees ſhall think proper to direct:' And whereas the Dividends of the ſame Annuities have been received by Meſſieurs *Devaynes* and Company of *Pall Mall*, Bankers, by virtue of a Power of Attorney from the ſaid *Francis Penyſton*, *George Stratton*, and *Thomas Leigh*, and have been paid over to the ſaid *George Stratton*, and *George Frederick Stratton*, ſince his Death, and the ſame have been by them applied to the Purpoſes expreſſed in the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, concerning the Rents and Profits of the Lands and Hereditaments compriſed therein; but no Deed or Declaration of Truſt can be found to ſhew that the ſaid Sum of One thouſand five hundred Pounds Old *South Sea* Annuities is compoſed of the ſaid Sum of One thouſand four hundred Pounds Old *South Sea* Annuities, which was intended to be transferred into the Names of the ſaid *Thomas Edwards Freeman* the younger, *Francis Penyſton*, and *George Stratton*, as expreſſed in the ſaid Deed Poll of the Eighteenth Day of *May* One thouſand ſeven hundred and eighty two; nor does it appear by any Deed or Declaration of Truſt or otherwiſe, what was the Nature or Extent of the ſaid Donation mentioned in the ſaid Memorandum; but it appears by the ſaid Memorandum that the ſaid Sum of One thouſand four hundred Pounds Old *South Sea* Annuities, Part of the ſaid Sum of One thouſand five hundred Pounds Old *South Sea* Annuities, is the ſame Sum mentioned in the ſaid Deed-Poll of the Eighteenth of *May* One thouſand ſeven hundred and eighty-two, and therein expreſſed to have been transferred into the joint Names of the ſaid *Thomas Edwards Freeman* the younger, *Francis Penyſton*, and *George Stratton*; and *John* Lord *Redesdale*, and *Thomas Loggen*, as the Executors of the ſaid *Thomas Edwards Freeman* the elder, with whoſe Money the ſaid One thouſand four hundred Pounds, Part of the ſaid One thouſand five hundred Pounds Old *South Sea* Annuities, was purchaſed, are willing and deſirous that the ſame ſhould be diſcharged from the Truſts aforeſaid: And whereas the Conveyance to the ſaid *Thomas Edwards Freeman*, the elder, by the ſaid recited Indentures of the Seventeenth and Eighteenth Days of *May* One thouſand ſeven hundred and eighty-two, of the

the ſaid Lands and Hereditaments at *Great Tew*, therein compriſed, not being authorized by the Truſts declared of the ſame Lands and Hereditaments by the ſaid recited Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty one, it is apprehended that the Title to the ſame Lands and Hereditaments under the ſaid Indentures of the Seventeenth and Eighteenth Days of *May* One thouſand ſeven hundred and eighty-two, and the ſaid recited Indentures of the Fourteenth and Fifteenth Days of *Auguſt* One thouſand ſeven hundred and eighty-nine, and Will and Codicil of the ſaid *George Stratton*, is imperfect: And whereas the Reverend *Samuel Naſh*, Clerk, is Vicar of the Vicarage of *Great Tew* aforeſaid, which lies within the Dioceſe of the Lord Biſhop of *Oxford*: And whereas the ſaid *George Frederick Stratton* is ſeiſed in Fee Simple of an Eſtate ſituate in the Pariſh of *Steeple Barton*, in the ſaid County of *Oxford*, near the ſaid Pariſh of *Great Tew*, a Particular whereof is contained in the ſecond Schedule to this Act, and the ſame is of greater Value than the ſaid Lands and Hereditaments in the ſaid Pariſh of *Great Tew*, compriſed in the ſaid Indenture of the Ninteenth Day of *June* One thouſand ſeven hundred and eighty-one, a Particular whereof is contained in the firſt Schedule to this Act, and would, if ſubſtituted in lieu thereof, be more beneficial or advantageous to the Perſons intereſted or entitled under the Truſts of the ſame Indenture, than the ſaid Lands and Hereditaments therein compriſed: And whereas the ſaid Lands and Hereditaments in the Pariſh of *Great Tew*, compriſed in the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, having been deviſed by the ſaid Teſtator, and holden and enjoyed by him, and ſince his Deceaſe, by his Deviſees, as Part of his general Eſtate, it is deſirable and convenient for the Purpoſes of the Sale ſo as aforeſaid directed by his ſaid Codicil, and otherwiſe, that the ſame ſhould continue to form a Part of ſuch general Eſtate, and that the Title thereto ſhould be made perfect, and that the ſame ſhould be diſcharged from the Truſts thereof declared by the ſaid Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one; and that the ſaid Lands and Hereditaments in the Pariſh of *Steeple Barton*, ſhould be ſubſtituted in lieu thereof, and ſubjected to the ſame Truſts, and in Conſideration of ſuch Subſtitution, it is reaſonable that the ſaid One thouſand four hundred Pounds, Part of the ſaid Sum of One thouſand five hundred Pounds Old *South Sea* Annuities ſhould be transferred to the ſaid *George Frederick Stratton*, to and for his own Uſe and Benefit, diſcharged from the Truſts thereof declared by the ſaid recited Deed-Poll of the Eighteenth Day of *May* One thouſand ſeven hundred and eighty-two: And whereas the ſaid *Thomas Edwards Freeman* the Elder, duly made and publiſhed his laſt Will and Teſtament in Writing, bearing Date the Fourth Day of *December* One thouſand eight hundred and two, and thereby appointed the Right Honourable *John* Lord *Redeſdale*, and *Thomas Loggen*, of *Baſinghall Street*, Eſquire, Executors of his Will, who have ſince his Death duly proved the ſame in the Prerogative Court of the Archbiſhop of *Canterbury*; and the ſaid *Heſter Eleanor Stratton* and *George Frederick Stratton* are deſirous and have propoſed to the ſaid *Francis Penyſton* and *Thomas Leigh*, the Right Reverend *Charles* Lord Biſhop of *Oxford*, the ſaid *Samuel Naſh*, and the ſaid *John* Lord *Redeſdale*, and *Thomas Loggen*, that the ſeveral Purpoſes laſt mentioned ſhall be carried into Execution; but the ſame, though very beneficial both to the ſaid Vicar and his Succeſſors, and the other charitable Purpoſes of the ſaid Indenture of the Nineteenth Day of *June* One thouſand

Will of T. E. Freeman the Elder, dated Dec. 4th 1802.

ſand ſeven hundred and eighty-one, cannot be effected without the Aid and Authority of Parliament: Therefore your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Heſter Eleanor Stratton*, *George Frederick Stratton*, *John Stratton*, *Egerton Leigh*, and *Wilhelmina Sarah* his Wife, *Francis Penyſton*, and *Thomas Leigh*, 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 immediately from and after the paſſing of this Act, the ſaid Lands and Hereditaments compriſed in and conveyed by the ſaid recited Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, the Particulars of which are compriſed in the firſt Schedule to this Act, ſhall be limited and aſſured, ratified and confirmed; and the ſame are hereby from henceforth limited and aſſured, ratified and confirmed to, for, and upon, and under and ſubject to, ſuch and ſo many of the Uſes, Truſts, Powers, Proviſoes, Limitations, and Declarations, in and by the ſaid recited Will and Codicil of the ſaid *George Stratton* limited, expreſſed, and declared, of and concerning his Manor and Eſtates in and near *Great Tew* aforeſaid, thereby given and deviſed, (except his Houſe at *Great Tew*, and the Lands and Hereditaments therewith uſually occupied,) as are now in being, undetermined, and capable of taking Effect, wholly and abſolutely freed, acquitted, exonerated, and diſcharged of and from the Truſts, Intents and Purpoſes, Limitations, Powers, and Proviſoes, by and in the ſame Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one expreſſed, declared, and contained, of or concerning the ſame.

Premiſes conveyed by recited Indenture of 19th June 1781, and ſpecified in the Firſt Schedule, confirmed, ſubject to the Will of G. Stratton Eſq.

II. And be it further enacted, That immediately from and after the paſſing of this Act, the Lands, Tenements, and Hereditaments particularly mentioned in the Second Schedule to this Act, being the ſaid Eſtate ſituate in the ſaid Pariſh of *Steeple Barton* in the County of *Oxford*, with their Rights, Members, and Appurtenances, ſhall be and are hereby veſted in the ſaid *Francis Penyſton*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs, to the Uſe of them the ſaid *Francis Penyſton*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs and Aſſigns for ever, upon and to, and for ſuch and ſo many of the Truſts, Intents, and Purpoſes, and under and ſubject to ſuch and ſo many of the Powers, Proviſoes, Limitations, and Declarations by and in the ſaid recited Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one limited, expreſſed, declared and contained, of or concerning the ſaid Hereditaments and Premiſes thereby bargained and ſold, or intended ſo to be, as are now ſubſiſting undetermined and capable of taking Effect.

Premiſes mentioned in Second Schedule veſted in Truſtees.

III. Provided always, and be it further enacted, That if any Perſon or Perſons lawfully or equitably claiming under or by virtue of any of the Limitations contained in the ſaid Will of the ſaid *George Stratton*, and hereby ratified and confirmed, ſhall at any Time or Times hereafter, without his, her, or their wilful Default, be evicted or turned out of the Poſſeſſion of the ſaid Hereditaments and Premiſes, ſituate at *Great Tew*, and compriſed in the ſaid recited Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, or any Part thereof, by any Perſon or Perſons lawfully or equitably having or claiming, or hereafter to have or claim, any Eſtate, Right, Title, or Intereſt in to or out of the ſame,

In caſe of Eviction from the Premiſes ſituate at Great Tew, Perſons entitled to enjoy the Premiſes in Steeple Barton.

ſame, exiſting or ariſing previouſly to the Execution of the ſame Indenture and paramount thereto, ſo as to be prevented or hindered from holding and enjoying the ſame Hereditaments, and every Part thereof, according to the true Intent and Meaning of this Act; then and in ſuch Caſe the ſaid Hereditaments in the ſaid Pariſh of *Steeple Barton* compriſed in the ſaid Second Schedule, and hereby veſted in the ſaid *Francis Penyſton*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs, in the Manner and upon the Truſts herein-before mentioned or referred to, ſhall immediately thereupon, be and remain to the Uſes which ſhall then be ſubſiſting, or capable of taking Effect in the Manors and other Hereditaments ſo by the ſaid Will of the ſaid *George Stratton* deviſed and entailed, as herein-before is mentioned: And then and in that Caſe, it ſhall and may be lawful for the Perſon or Perſons lawfully claiming or to claim under any of the Limitations or Powers contained in the ſaid recited Will or Codicil of the ſaid *George Stratton*, in and upon the ſaid Hereditaments, ſituate in the Pariſh of *Steeple Barton*, and hereby veſted in the ſaid *Francis Penyston*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs, in Truſt as herein-before is mentioned, to enter, and to have, hold, and enjoy the ſame, and to have, receive, and take the Rents, Iſſues, and Profits thereof, to and for his or their own Uſe and Benefit.

If diſpoſſeſſed of the Premiſes in Steeple Barton, Premiſes of Great Tew to revert.

IV. Provided alſo, and be it further enacted and declared, That if the ſaid *Francis Penyſton*, *Thomas Leigh*, and *George Frederick Stratton*, their Heirs or Aſſigns, ſhall at any Time hereafter, without their or either of their wilful Default, be evicted or turned out of the Poſſeſſion of the ſaid Lands, Hereditaments and Premiſes, ſituate in the Pariſh of *Steeple Barton*, hereby veſted in the ſaid *Francis Penyston*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs, in Truſt, as hereinbefore is mentioned, or any Part thereof, by any Perſon or Perſons lawfully claiming or to claim, any Eſtate, Right, Title, or Intereſt in or to the ſame Lands and Hereditaments, ſo as to be in anywiſe prevented or hindered from holding and enjoying the ſame, and every Part thereof, upon the Truſts aforeſaid, and according to the true Intent and Meaning of this Act; then and in ſuch Caſe the ſaid Lands and Hereditaments at *Great Tew*, comprized in the ſaid recited Indenture of the Nineteenth Day of *June* One thouſand ſeven hundred and eighty-one, ſhall immediately thereupon go and remain, and be to the Uſe of the ſaid *Francis Penyston*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs and Aſſigns for ever, upon and for the Truſts, Intents, and Purpoſes by and in the ſaid Indenture of the Nineteenth of *June* One thouſand ſeven hundred and eighty-one, expreſſed and declared of or concerning the ſame; and that then and in that Caſe it ſhall and may be lawful to and for the ſaid *Francis Penyſton*, *Thomas Leigh*, and *George Frederick Stratton*, and their Heirs and Aſſigns, into and upon the ſame Hereditaments and Premiſes to enter, and to have, hold, and enjoy the ſame, and to have, receive, and take the Rents, Iſſues, and Profits thereof, upon the Truſts, and to and for the Intents and Purpoſes, and with and ſubject to the Powers, Proviſoes, Declarations and Agreements, by and in the ſaid Indenture of the Nineteenth of *June* One thouſand ſeven hundred and eighty-one, expreſſed, declared, and contained, of or concerning the ſame, or ſuch and ſo many of them as may be then ſubſiſting or capable of taking Effect.

Old South Sea Annuities to be transferred.

V. And be it further enacted, That it ſhall and may be lawful for the ſaid *Francis Penyſton*, and *Thomas Leigh*, and the Survivor of them, his Executors

cutors, or Administrators; and they and he are and is hereby empowered, authorized, and directed, immediately after the passing of this Act, to transfer One thousand four hundred Pounds, Part of the said Sum of One thousand five hundred Pounds Old *South Sea* Annuities, so transferred into, and standing in the joint Names of them the said *Francis Penyston*, and *Thomas Leigh*, as herein-before is mentioned, unto the said *George Frederick Stratton*, his Executors, or Administrators, to and for his and their own absolute Use and Benefit, freed and discharged of and from the Trusts thereof declared or referred to bythe said recited Deed Poll of the Eighteenth Day of *May* One thousand seven hundred and eighty-two, and all Claims and Demands whatsoever on Account thereof.

General Saving.

VI. 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, Successors, and Assigns, (other than and except the said *George Frederick Stratton*, his Heirs and Assigns, in respect of the Hereditaments comprised in the Second Schedule to this Act; and the said *Francis Penyston*, and *Thomas Leigh*, their Heirs and Assigns; and the said Lord Bishop of *Oxford*, and his Successors, Bishops of *Oxford*; and the said *Samuel Nash*, and his Successors, Vicars of *Tew* aforesaid; and the said *John* Lord *Rodesdale*, and *Thomas Loggen*, and all and every Person or Persons whomsoever, having or claiming, or who shall or may have or claim, any Estate, Right, Title, or Interest, into or upon the Hereditaments comprised in the First Schedule to this Act, under the said Indenture of the Nineteenth Day of *June* One thousand seven hundred and eighty one; or any Right, Title, Trust, Benefit, Interest, Claim, or Demand in the said Sum of One thousand four hundred Pounds Old *South Sea* Annuities, under the said Deed Poll of the Eighteenth Day of *March* One thousand seven hundred and eighty two,) all such Estate, Right, Title, and Interest, as they, every, or any of them, could or ought to have had and enjoyed, in, to, or out of the said Lands and Hereditaments, in the said Parishes of *Great Tew* and *Steeple Barton*, comprised in the said First and Second Schedules, before the passing of this Act, or could or ought to have had or enjoyed, in case this Act had not been made.

Evidence.

VII. 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 Act.

The Estate at Great Tew, in the Parish of Great Tew, in the County of Oxford.

	A.	R.	P.	
Barn and Yard	0	1	13	In one Ground.
Picked Caulters	20	0	28	
East Ground in Wheatlands	19	2	10	
Middle Ground in Wheatlands	15	0	37	Formerly in one Ground.
West Ground in Wheatlands	18	1	35	
As to the Admeasurement M. Russel.	73	3	3	

Value, - - - 88l. 10s. per annum.
JOHN DAVIS.

This Estate, in the Conveyance of the Nineteenth of June One thousand seven hundred and eighty-one, is stated to contain 75 A. 0 R. 36 P. but the actual Admeasurement is as above.

The Second SCHEDULE referred to by the Act.

The Estate at Middle Barton, in the Parish of Steeple Barton, in the County of Oxford.

	A.	R.	P.
Home Ground - -	14	0	10
Colmoor - -	18	2	26
Rushbed - -	17	3	22
Long Holborn - -	5	3	21
As to the Admeasurement - M. Russel.	56	1	39

Value - - 98l. 3s. per Annum.
JOHN. DAVIS.

The Land Tax upon this Estate is 3 10

Which reduces it to 94 13

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