



ANNO QUARTO & QUINTO

# GULIELMI IV. REGIS.

\*\*\*\*\*

## Cap. 24.

An Act to grant further Powers of leasing Part of the Estates devised by and purchased pursuant to the Will of Sir *John Aubrey* Baronet.

[27th June 1834.]

**W**HEREAS by certain Indentures of Lease and Release and Settlement, bearing Date respectively the Twenty-third and Twenty-fifth Days of *May* One thousand eight hundred and eighteen, and made between Sir *John Aubrey* of *Dorton House* in the County of *Bucks*, Baronet, of the one Part, and *John Forster* of *Carey Street* in the Parish of *Saint Clement Danes, Westminster*, in the County of *Middlesex*, Gentleman, of the other Part, reciting that *John Eagleton* the Steward of the said Sir *John Aubrey*, and *Elizabeth Eagleton*, now his Wife, (then *Elizabeth Mumford*, the Housekeeper of the said Sir *John Aubrey* at the same Place), were about to intermarry, and that the said Sir *John Aubrey*, in consideration of their good and faithful Services, was minded to convey and settle the Messuage, Lands, and Hereditaments therein-after described in manner therein-after mentioned, it was witnessed, that in consideration of the good and faithful Services of the said *John Eagleton* and *Elizabeth Mumford* respectively, and for divers other good Causes and Considerations, he the said Sir *John Aubrey* did grant, release, and confirm unto the said *John Forster* and to his Heirs all that Messuage or Dwelling House, with the Garden, Orchard, or Paddock, Barns, Stables, and other Buildings and Appurtenances thereto belonging, and all that Close, Piece, or Parcel of Pasture Land, theretofore in Two Closes, and called the *Little Upper Moor Lintz* otherwise *Upper Close*, and

Indentures of Lease and Release, dated 23d and 25th May 1818.

[Private.]

the

Will of Sir  
John Aubrey  
Bart. dated  
30th Novem-  
ber 1825.

the *Great Upper Moor Lintz* otherwise *Home Ground*, (containing by Estimation Fourteen Acres One Rood and Eleven Perches, or thereabouts), and all that Close, Piece, or Parcel of Pasture Land called the *Lower Moor Lintz*, containing by Estimation Seventeen Acres and Eight Perches, or thereabouts, and all that Close, Piece, or Parcel of Arable Land (theretofore in Two Closes, and called *Whitcomb Hill* and the *Well Close*;) containing Eleven Acres One Rood and Sixteen Perches, or thereabouts, which said Messuage, Lands, and Premises were situate in the Parish of *Brill* in the County of *Bucks*, and were formerly in the Tenure or Occupation of *John Saunders*, afterwards of *John Fisher Fleming*, and then late of *William Russell*, his Undertenants or Assigns, with the Appurtenances, to hold unto the said *John Forster* and his Heirs to the Use of the said *John Eagleton* and his Assigns during his natural Life, with Remainder to the Use of the said *Elizabeth Mumford* and her Assigns during her natural Life, with Remainder to the Use of the said Sir *John Aubrey*, his Heirs and Assigns for ever: And whereas the said Sir *John Aubrey*, by his last Will and Testament in Writing, bearing Date the Thirtieth Day of *November* One thousand eight hundred and twenty-five, and so executed and attested as to pass Freehold Estates, after bequeathing divers specific and pecuniary Legacies, gave and devised all his Manor of *Dorton*, and his Capital Messuage or Mansion House at *Dorton* in the said County of *Bucks*, and his Manor of *Chilton*, and his Capital Messuage or Mansion House at *Chilton* in the said County of *Bucks*, and the Rectory Improprate of *Chilton* aforesaid, and all his Manor of *Easingdon* otherwise *Easington* in the said County of *Bucks*, and all and singular his Freehold Messuages, Lands, Tenements, Tithes, and Hereditaments situate or arising in *Dorton*, *Brill*, *Oakley*, *Piddington*, *Chilton*, *Easingdon* otherwise *Easington*, *Long Crendon*, and *Ickford*, or any of them, in the Counties of *Bucks* and *Oxford*, and all other the Manors and Hereditaments whatsoever the Inheritance whereof he had Power to dispose of, whether in Possession, Reversion, Remainder, or Expectancy, unto the Right Honourable *Charles Earl of Tankerville*, and *James Scott of Rotherfield Park* in the County of *Southampton*, Esquire, and their Heirs, to the Uses, upon the Trusts, and for the Intents and Purposes, and under and subject to the Powers, Provisoos, Limitations, and Declarations therein-after limited, expressed, or declared of and concerning the same respectively; namely, as for and concerning all that Messuage and Farm called *Addingrove Farm*, with the Lands, Hereditaments, and Appurtenances thereto belonging, or therewith occupied or enjoyed, containing together by Estimation Two hundred Acres and twenty-six Perches or thereabouts, situate and being in the Parishes of *Brill* and *Oakley* in the said County of *Bucks*, then or then late in the Occupation of *William Hollyman*, with the Appurtenances, to the Use of Sir *Henry Fletcher* Baronet (eldest Son of Sir *Henry Fletcher*; then late of *Walton-upon-Thames* in the County of *Surrey*, Baronet; deceased,) and his Assigns, during his natural Life, and from and after his Decease to the Use of *John Phillip Fletcher*, younger Son of the said Sir *Henry Fletcher* deceased (in the said Will by Mistake called *John Fletcher*), and his Assigns, during his natural Life; and as for and concerning all those Messuages, Gardens, Closes, Lands, and Hereditaments situate in *Brill* in the said County of *Bucks*, which

the said Testator had purchased of Mr. *Lawrence Shirley*, and all that Messuage, with the Close of Pasture Land, situate in *Brill* aforesaid, then or then late in the Occupation of *William Parsons*, which the said Testator had purchased of the Reverend *Thomas Snell*, and also all that Close, situate in *Brill* aforesaid, called *Pickard Close*, containing Five Acres or thereabouts, then in the Occupation of the Reverend *John Samuel Baron* Clerk, with their respective Appurtenances, to the Use of the said *John Samuel Baron*, Curate of the Perpetual Curacy of *Brill* and *Boarstall* in the said County of *Bucks*, during his natural Life, if he should so long continue Curate of *Brill* and *Boarstall* aforesaid; and as for and concerning Two Closes or Parcels of Ground situate in *Piddington* in the said County of *Oxford*, in the said Will more particularly described, to the Use of the said *John Eagleton*, his Heirs and Assigns for ever; and as for and concerning the Manor of *Easingdon* otherwise *Easington* in the said County of *Bucks*, and all those the Testator's Messuages, Lands, Tenements, and Hereditaments situate at *Chilton*, *Long Crendon*, and *Ickford* in the same County, therein-after mentioned, namely, Two Farmhouses and divers Closes or Parcels of Land then or then late in the several Possessions or Occupations of *Anthony Hemming* and *Anthony Coghill*, a Coppice called *Hornage Coppice*, in his the Testator's own Occupation, and divers Cottages and Gardens then or lately in the several Occupations of *John Bushby*, *Thomas Taylor*, *William Candle*, *Robert Thurroch*, *John Edwards*, *William Howlett*, *Thomas Jordan*, *Francis Ayres*, and *Samuel Ollriff*, together with the Tithes of the said Lands and Hereditaments, and the Appurtenances thereto belonging, to the Use of the said *John Eagleton* during his natural Life; and as for and concerning the said Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments so limited in Use to the said *Sir Henry Fletcher* the Son, *John Phillip Fletcher*, *John Samuel Baron*, and *John Eagleton* respectively as aforesaid, from and after the Determination of the several Estates so limited to them respectively, and also all and singular other the Manors, Messuages, Advowsons, Tithes, Lands, Tenements, and Hereditaments therein-before devised to the said *Charles Earl of Tankerville* and *James Scott*, and whereof no Use was by the now reciting Will before declared, with their and every of their Rights, Members, and Appurtenances, to the Use of the said *John Forster* and *John Eagleton*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, to be computed from the Testator's Decease, without Impeachment of Waste; upon and for the Trusts and Purposes and subject to the Proviso therein-after expressed and declared concerning the same Term; Remainder, subject to the same Term and to the Trusts thereof, to the Use of the said *Charles Earl of Tankerville* and *James Scott*, and their Heirs, during the natural Life of his the Testator's Niece *Elizabeth Sophia Ricketts*, then and now the Wife of *Charles Spencer Ricketts* Esquire, the only surviving Child of his (the Testator's) late Brother Colonel *Thomas Aubrey* deceased, in Trust for her sole and separate Use, and not subject to the Debts or Controul of her then present or any future Husband, and from and after the Decease of the said *Elizabeth Sophia Ricketts* to the Use of *Charles Ricketts* an Infant (eldest Son of the said *Elizabeth Sophia Ricketts*), and his Assigns, during his natural Life; Remainder to the Use of the said *Charles Earl*

Earl of *Tankerville* and *James Scott*, and their Heirs, during the Life of the said *Charles Ricketts*, upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Charles Ricketts* and the Heirs Male of the Body of such First Son; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Charles Ricketts* lawfully to be begotten, and of the Heirs Male of the Body and Bodies of such Son and Sons successively, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies; and for Default of such Issue to the Use of *Thomas Gamble Ricketts* an Infant (Second Son of the said *Elizabeth Sophia Ricketts*), and his Assigns, during his natural Life; Remainder to the Use of the said *Charles* Earl of *Tankerville* and *James Scott*, and their Heirs, during the Life of the said *Thomas Gamble Ricketts*, upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Thomas Gamble Ricketts* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Thomas Gamble Ricketts* lawfully to be begotten, and of the Heirs Male of the Body and Bodies of all and every such Son and Sons successively; and for Default of such Issue to the Use of *Aubrey Ricketts* an Infant (Third Son of the said *Elizabeth Sophia Ricketts*), and his Assigns, during his natural Life; Remainder to the Use of the said *Charles* Earl of *Tankerville* and *James Scott*, and their Heirs, during the Life of the said *Aubrey Ricketts*, upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Aubrey Ricketts* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Aubrey Ricketts* lawfully to be begotten, and of the Heirs Male of the Body and Bodies of all and every such Son and Sons successively; and for Default of such Issue to the Use of the Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Elizabeth Sophia Ricketts* lawfully begotten or to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons successively; and for Default of such Issue to the Use of the said Sir *Henry Fletcher* the Son, and his Assigns, during his natural Life; Remainder to the Use of the said *Charles* Earl of *Tankerville* and *James Scott*, and their Heirs, during the Life of the said Sir *Henry Fletcher* the Son, upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said Sir *Henry Fletcher* the Son lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said Sir *Henry Fletcher* the Son lawfully to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons successively; Remainder to the Use of the said *John Phillip Fletcher*

*Fletcher* and his Assigns during his natural Life; Remainder to the Use of the said *Charles* Earl of *Tankerville* and *James Scott*, and their Heirs, during the Life of the said *John Phillip Fletcher*; upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *John Phillip Fletcher* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *John Phillip Fletcher* lawfully to be begotten, and of the Heirs Male of the Body and Bodies of such Son and Sons successively; and in default of such Issue to the Use of his the said Testator's Nephew *Thomas Digby Aubrey*, now Sir *Thomas Digby Aubrey* Baronet, and his Assigns, during his natural Life; Remainder to the Use of the said *Charles* Earl of *Tankerville* and *James Scott*, and their Heirs, during the Life of the said *Thomas Digby Aubrey*, upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Thomas Digby Aubrey* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for Default of such Issue to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Thomas Digby Aubrey* lawfully to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons successively; and for Default of such Issue to the Use of the Testator's own right Heirs; and as for and concerning the said Term of Six hundred Years therein-before limited in Use to the said *John Forster* and *John Eagleton* as aforesaid, it was by the now reciting Will declared that the same was so limited upon Trust for raising by Mortgage or Demise, or out of the Rents, Issues, and Profits of the Hereditaments therein comprised, all such of the Testator's Debts, Funeral and Testamentary Expences, and Legacies as his Personal Estate not specifically bequeathed should be insufficient to satisfy, and upon further Trust to raise by all or any of the Means aforesaid such of the several Annuities given by the Will and Codicils of the Testator's late dear Wife as should be subsisting at his Death, and also the several Annuities therein-after mentioned; namely, to *Martha Carter* Spinster, therein further described, during her Life, One Annuity of Two hundred Pounds; to *Frederick Thomas Walsh*, during his Life, One Annuity of One hundred and fifty Pounds; and in case the Testator's Godson *Francis Aubrey Walsh*, the Grandson, of the said *Frederick Thomas Walsh*, should survive him, then to the said *Francis Aubrey Walsh*, during the Residue of his Life, One Annuity of One hundred and fifty Pounds; to the Testator's Godson *John May*, during his life, One Annuity of Thirty Pounds; to *Jane Hunt*, Wife of Mr. *James Hunt* of *Boarstall*, Farmer, during her Life, One Annuity of Forty Pounds; to Mrs. *Martha Rowden* of *Iver*, Widow, during her Life, One Annuity of Fifty Pounds; and to each of her Four Daughters in the said Will named One Annuity of Twenty Pounds during their respective Lives; to *Lee*, therein further described, One Annuity of Twenty Pounds during her Life; to Miss *Sophia Dod*, therein further described, One Annuity of Fifty Pounds during her Life; and to her Sister Miss *Elizabeth Martha Dod* One Annuity of Twenty

[Private.]

Pounds during her Life; and to *Christopher Rhodes*, an Infant, therein further described, One Annuity of Fifty Pounds during his Life, and to be respectively payable in manner therein mentioned; and upon further Trust, in case the said *Thomas Digby Aubrey* should depart this Life without Issue Male, or there should be a Failure of such Issue Male in the Lifetime of the said Sir *Henry Fletcher* the Son, to raise thereupon, by all or any of the Means aforesaid, and pay to the said Sir *Henry Fletcher* the Son during his Life, One Annuity of One thousand Pounds in manner therein mentioned; and upon further Trust from Time to Time to permit the Person or Persons who should be entitled to the Remainder or Reversion of the said Hereditaments comprised in the said Term of Six hundred Years to receive all the Surplus of the Rents, Issues, and Profits of the same Hereditaments remaining unapplied for the Purposes aforesaid; and it was thereby provided, that when and so soon as the Trusts of the said Term of Six hundred Years should have been fully performed, or should be discharged or become unnecessary, or incapable of being carried into execution, (and upon Payment of the Trustees Costs,) then and from thenceforth the said Term of Six hundred Years of and in the said Hereditaments comprised therein, or so much thereof as should not have been mortgaged or demised for the Purposes aforesaid, should cease; and the said Testator, in regard to the Provision thereby made by way of annual Income for the separate Use of the said *Elizabeth Sophia Ricketts*, declared his Will to be, that it should not be lawful for her to sell, assign, charge, or incumber the same by Anticipation; and the said Testator declared his Will to be, that it should be lawful for his said Niece *Elizabeth Sophia Ricketts*, notwithstanding her Coverture, by any Deed or Instrument in Writing, to be sealed and delivered by her in the Presence of Two or more credible Witnesses, (but subject and without prejudice to the said Term of Six hundred Years and the Trusts thereof,) to grant or appoint unto or to the Use of her Husband the said *Charles Spencer Ricketts*, for his Life, to take effect from or after her Decease, any annual Rent-charge not exceeding Five hundred Pounds, clear of all Taxes and Deductions, to be issuing out of and chargeable upon all or any of the said Hereditaments therein-before settled, and to be paid at such Times and in such Manner, and with such Powers and Remedies by Distress and Entry for the Recovery of the same when in arrear, as to the said *Elizabeth Sophia Ricketts* should seem meet, and as she should so direct; and also (but subject and without prejudice as aforesaid) to grant or appoint the Hereditaments so to be charged for any Term of Years, with or without Impeachment of Waste, for the Purpose of better securing and paying the same, to take effect from and after the Decease of the said *Elizabeth Sophia Ricketts*, so as such Term or Terms were made to determine on the Death of the said *Charles Spencer Ricketts*, and full Payment of all Arrears of the said Rent-charge or Rent-charges, and the Expences incurred by the Nonpayment thereof; and as to the Residue of his Personal Estate and Effects not therein-before specifically disposed of, remaining after Payment of his Debts, Funeral and Testamentary Charges, and Legacies, the said Testator did thereby give the same unto the said *Charles Earl of Tankerville*, *James Scott*, *John Forster*, and *John Eagleton*, (his Executors therein-after named,) their Execu-

tors and Administrators, upon Trust with all convenient Speed to invest the same in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple, and of such Copyhold or Leasehold Lands and Tenements as therein mentioned, and to settle and assure, or cause to be settled and assured, the Hereditaments so to be purchased to, upon, and for such and the same Uses, Trusts, and Purposes, and with and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as were therein-before limited, expressed, and declared concerning the said Manor of *Dorton*, or as near thereto as the Deaths of Parties and other intervening Accidents, and the Nature of such Copyhold and Leasehold Lands (if any), would admit of; and the said Testator appointed the said *Charles Earl of Tankerville, James Scott, John Forster, and John Eagleton* Executors of his said Will; and in the now reciting Will are contained a Power for enabling the granting of Leases of the Hereditaments thereby devised (except the said Mansion House at *Dorton* aforesaid, and the Gardens, Pleasure Grounds, and Lands usually occupied therewith,) for Terms of Years not exceeding Twenty-two Years from the making thereof, at the best and most improved yearly Rent, and subject to other Conditions therein expressed, and a Power to demise or lease any Collieries or other Mines under the same Hereditaments in manner therein mentioned, but no other Powers of leasing: And whereas the said Sir *John Aubrey* departed this Life in the Year One thousand eight hundred and twenty-six, without having revoked or in anywise altered his said Will, leaving his Niece the said *Elizabeth Sophia Ricketts*, his Heiress at Law, him surviving, and his said Will was proved, on the Thirteenth Day of *April* in the same Year, by all the Executors therein-named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Elizabeth Sophia Ricketts*, by a certain Deed Poll under her Hand and Seal, bearing Date the Nineteenth Day of *August* One thousand eight hundred and twenty-six, did, by virtue of her said recited Power in that Behalf, grant and appoint that the said *Charles Spencer Ricketts* and his Assigns should, from and after her Decease, have and receive during his Life One clear yearly Rent-charge of Five hundred Pounds Sterling, to be issuing out of and chargeable upon all the said Manors and Hereditaments by the said recited Will limited in Use to the said *Charles Earl of Tankerville* and *James Scott* and their Heirs, during the Life of the said *Elizabeth Sophia Ricketts*, in Trust for her separate Use, (except Advowsons, and also except the said Hereditaments limited in Use to the said Sir *Henry Fletcher, John Fletcher, John Samuel Baron, and John Eagleton* respectively,) and to be paid at such Times, and with such Powers of Entry and Distress for the Recovery thereof when in arrear, as therein mentioned, and did thereby further appoint that the said Manors, Hereditaments, and Premises therein-before charged with the said annual Rent-charge of Five hundred Pounds should remain and be, from and after her Decease, to the Use of *Alexander Robert Sutherland* of *Parliament Street* in the City of *Westminster*, Esquire, Doctor of Medicine, and *James Walsh* of *Camberwell* in the County of *Surrey*, Esquire, for the Term of One hundred Years, without Impeachment of Waste, for better securing, raising, and paying the same yearly Rent-charge by such Ways and Means

Deed Poll,  
dated  
19th August  
1826.

Indentures of  
Lease and  
Release,  
dated 12th  
and 13th  
June 1829.

Means as the said Trustees should think fit and should be authorized by the said Will, and subject to a Proviso that on the Death of the said *Charles Spencer Ricketts*; and Payment of all Arrears of the said yearly Rent-charge of Five hundred Pounds, and the Expences incurred by the Nonpayment thereof, the said Term of One hundred Years should cease, but without Prejudice to any Disposition which might have been made thereof for the Purpose aforesaid: And whereas by Indentures of Lease and Release, bearing Date respectively the Twelfth and Thirteenth Days of *June* in the Year One thousand eight hundred and twenty-nine, the Release made between *John Chippendale* of the *Lodge* in the Parish of *Hillingdon* in the County of *Middlesex*, Esquire, of the First Part, the Reverend *Thomas Snell* of *Windlesham* in the County of *Surrey*, Clerk, of the Second Part, *Elizabeth Snell* of *Windlesham* aforesaid, Widow, of the Third Part, the Reverend *Thomas Newcome* of *Shenley* in the County of *Hertford*, Clerk, and *Robert Richard Pigou* of *Whitchurch* in the County of *Oxford*, Esquire, (Devisees in Trust named in the last Will and Testament of *William Snell* late of *Salisbury Hall* in the Parish of *Shenley* aforesaid, Esquire, deceased,) of the Fourth Part, the said *Charles Earl of Tankerville*, *James Scott*, *John Forster*, and *John Eagleton* of the Fifth Part, and the said *Charles Earl of Tankerville* and *James Scott* of the Sixth Part, reciting (among other Things) the Will of the said Sir *John Aubrey* to the Effect hereinbefore stated, and noticing the Bequest of the Residue of his Personal Estate in the said Will contained, and that the said *Charles Earl of Tankerville*, *James Scott*, *John Forster*, and *John Eagleton* had agreed with the said *Thomas Snell* for the absolute Purchase of the Hereditaments and Premises therein-before described, and the Inheritance thereof in Fee Simple, for the Sum of Five thousand five hundred and forty Pounds, it was witnessed, that in pursuance of the said Agreement, and in consideration of the Sum of Five thousand five hundred and forty Pounds paid by the said *Charles Earl of Tankerville*, *James Scott*, *John Forster*, and *John Eagleton* in manner therein mentioned, and for other the Considerations therein expressed, the said *John Chippendale*, *Thomas Snell*, *Elizabeth Snell*, *Thomas Newcome*, and *Robert Richard Pigou* (according to their several and respective Rights or Interests) did grant, bargain, sell, release, and convey unto the said *Charles Earl of Tankerville* and *James Scott* and their Heirs divers Pieces or Parcels of Land therein particularly described, situate in *Brill* otherwise *Brehill* aforesaid, with the Appurtenances, to hold the same unto the said *Charles Earl of Tankerville* and *James Scott* and their Heirs for ever, to, upon, and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Limitations, and Declarations as were by the said Will of the said Sir *John Aubrey* limited, expressed, and declared of or concerning the said Manor of *Dorton* thereby devised, or such and so many of them as were then subsisting undetermined or capable of taking effect: And whereas *Charles Aubrey Ricketts*, in the said Will called *Charles Ricketts*, *Thomas Gamble Ricketts*, and *Aubrey Ricketts*, the Three Sons of the said *Charles Spencer Ricketts* and *Elizabeth Sophia* his Wife, are all Infants and unmarried, and the said *Elizabeth Sophia Ricketts* has no other Male Issue: And whereas the said Sir *Henry Fletcher* the Son,  
and



and his Brother the said *John Phillip Fletcher*, are both unmarried, and the said *John Phillip Fletcher* is an Infant, and the said Sir *Henry Fletcher* (the Son) hath been appointed by the High Court of Chancery the Guardian of the said *John Phillip Fletcher* for the Purpose of consenting on his Behalf to this Act, and doing all Acts necessary in relation thereto: And whereas the said Sir *Thomas Digby Aubrey* has no Issue: And whereas the said *Charles Spencer Ricketts* and *Elizabeth Sophia* his Wife, *Charles Aubrey Ricketts*, *Thomas Gamble Ricketts*, and *Aubrey Ricketts*, Sir *Henry Fletcher* (the Son), *John Phillip Fletcher*, Sir *Thomas Digby Aubrey*, *John Samuel Baron*, *John Eagleton* and *Elizabeth* his Wife, and the said *Charles* Earl of *Tankerville* and *James Scott*, *John Forster*, and *Alexander Robert Sutherland* and *James Walsh*, (as such Trustees as aforesaid,) are the only Persons now in existence (except such of the Life Annuitants named and referred to in the said Will of the said Sir *John Aubrey* deceased as are still surviving) who are interested in the said Manors and Estates devised by the said Will of the said Sir *John Aubrey* deceased as above recited, or any Part thereof, under any of the Limitations contained in such Will: And whereas a Chalybeate Spring, possessing important Medicinal Properties, hath been discovered upon Part of the said devised Estates of the said Sir *John Aubrey* deceased, in the Parish of *Dorton* aforesaid, of which the said *Elizabeth Sophia Ricketts* is the first beneficial Tenant for Life under the said Will, and the same hath lately obtained much Repute and is already greatly resorted to, and the Lands and Hereditaments comprised in the said Indentures of Lease and Release and Settlement of the Twenty-third and Twenty-fifth Days of *May* One thousand eight hundred and eighteen, and certain Parts of the Lands and Hereditaments devised by and purchased pursuant to the said Will of the said Sir *John Aubrey* deceased, as aforesaid, which are comprised and described in the Schedule to this Act annexed, are situate immediately around or in the Vicinity of the said Spring, the First Part of the said Schedule comprising the said Farm and Hereditaments by the same Will devised in the first place to the Use of the said Sir *Henry Fletcher* (the Son) and the said *John Phillip Fletcher* successively for Life, the Second Part of the same Schedule comprising the said Hereditaments by the same Will devised in the first place to the Use of the said *John Samuel Baron* during his Life, if he shall so long continue Curate of *Brill* and *Boarstall* aforesaid, the Third Part of the same Schedule comprising the said Hereditaments conveyed by the said Indentures of Lease and Release and Settlement of the Twenty-third and Twenty-fifth of *May* One thousand eight hundred and eighteen, as aforesaid, and the Fourth and last Part of the same Schedule comprising Part of the Hereditaments and Freehold Estates devised by and purchased pursuant to the same Will as aforesaid, of which the said *Elizabeth Sophia Ricketts* is the first beneficial Tenant for Life under such Will: And whereas by reason of the increasing Resort to the said Spring, and the Want of sufficient Accommodations for Persons visiting the same in the immediate Neighbourhood thereof, it would tend greatly to increase the Value of the said Estates in the said County of *Bucks* devised by and purchased pursuant to the Will of the said Sir *John Aubrey* deceased, and be for the Benefit of all the Persons interested therein, if Powers

[*Private.*]

Power to  
grant Build-  
ding and Re-  
pairing  
Leases for  
99 Years, &c.

were given to lease such Parts thereof as are situate immediately around and in the Vicinity of the said Spring, and comprised in the Schedule to this Act annexed, for the Purpose of building on and improving the same in the Manner and with or subject to the Provisions hereafter expressed and contained; but such beneficial Purposes cannot be effected without the Aid of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Charles Spencer Ricketts* and *Elizabeth Sophia* his Wife (on behalf of themselves and of their infant Children the said *Charles Aubrey Ricketts*, *Thomas Gamble Ricketts*, and *Aubrey Ricketts*), Sir *Henry Fletcher* (the Son), on behalf of himself and of his Brother the said *John Phillip Fletcher*, Sir *Thomas Digby Aubrey*, *John Samuel Baron*, *John Eagleton* and *Elizabeth* his Wife; *John Forster*, *Alexander Robert Sutherland*, and *James Walsh*, 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 it shall and may be lawful to and for the said *Charles Earl of Tankerville* and *James Scott*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustee or Trustees for the Time being of the said Will of the said Sir *John Aubrey* deceased, who shall be appointed, by virtue of the Power therein contained in that Behalf, in the Place of them or any of them, by Indenture or Indentures to be sealed and delivered by them or him in the Presence of and to be attested by Two or more credible Witnesses, from Time to Time to demise or lease all or any Part of the several Lands, Grounds, Tenements, and Hereditaments described or mentioned in the said Schedule to this Act annexed, together with their Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years from the Date of the Lease or respective Leases, to any Person or Persons whomsoever who shall be willing to improve or repair the present or any future Houses or Buildings, or any of them, on the Lands or Grounds so to be demised or leased, or to erect and build any other House or Houses or Buildings in lieu and stead thereof or in addition thereto, or to erect and build any House or Houses or other Buildings on any of the said Lands and Grounds whereon no Houses or Buildings shall then be standing, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down all or any Part or Parts of the Buildings standing on the Lands or Grounds in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses as shall be agreed upon; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of Land or Ground to be comprised in any such Lease or Leases as and for the Scite of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and make, in and under any of the Land or Ground which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any present or

future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, such Stone, Earth, Clay, Sand, Loam, or Gravel as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements as aforesaid; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising such Power of leasing shall seem reasonable, and as are usual in Leases of a similar Description; so as there be reserved in every such Lease or Demise the best yearly Rent that can be reasonably had or gotten for the same, to be made payable by half-yearly or quarterly Payments; and so as every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for or in respect of the making of the same; and so as in every such Lease or Demise there be contained a Covenant on the Part of the Lessee or Lessees to erect or rebuild or substantially to repair (as the Case may require) and to finish the Houses and Buildings agreed to be either newly erected, rebuilt, or repaired, and to be thereby demised, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and Buildings, and a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping the Houses and Buildings erected and built, and to be erected and built, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Four Fifths at least of the Value thereof, in some or One of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Proviso or Condition of Re-entry for Nonpayment of the Rents or Rent to be thereby reserved, or for Nonperformance of any of the Covenants, Provisoes, and Conditions herein-before required to be therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and with or without any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, which shall appear reasonable to the Persons or Person by this Act empowered to grant such Leases; and so as the respective Lessees shall execute Counterparts of their respective Leases; and also that it shall and may be lawful to and for the Persons or Person for the Time being empowered to grant such Leases as aforesaid to lay out and appropriate any Part of the Lands and Grounds so authorized to be leased as aforesaid as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the Estate, and the Accommodation of the Tenants and Occupiers thereof, in such Manner as shall be mentioned and agreed upon, either in any  
Demise

Demise or Lease respectively so to be made as aforesaid, or in any general Deed to be executed for that Purpose, and to be sealed and delivered by the Persons or Person who for the Time being shall be authorized to exercise the said Power of leasing; and also to enter into any Contract or Contracts in Writing under their or his Hands or Hand, for granting any Lease or Leases of the Buildings, Lands, or Grounds herein-before authorized to be leased as aforesaid, or any Part or Parts thereof, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree (as and when any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract or Contracts), by One or more Indenture or Indentures, sealed and delivered and attested as aforesaid, to demise and lease the Buildings and Grounds mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term and Estate to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper; and also (if the Persons or Person for the Time being authorized to grant Leases under this Act shall think the same expedient,) to agree, that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of the Residue thereof to the Payment only of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as shall not have been reserved by any such Lease or Leases, and also to agree, that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained: Provided that in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon the Land or Ground and Buildings therein comprised and agreed to be let, or such Part or Parts thereof as shall not have been actually leased in pursuance of such Contract, in case the same shall not be built on or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, or in case the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall not accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be appointed by such Contract.

Rents may be made progressive.

II. And be it further enacted, That the yearly Rents to be reserved in the Contracts and Leases to be entered into or granted by virtue of this Act may (if the Persons or Person authorized to enter into or grant the same shall so deem it expedient) be made to commence at

at such Period or Periods within Three Years from the Commencement of the Terms or Estates to be demised or agreed to be demised, and may be made to increase periodically up to the full Rent, as shall be thought proper and convenient, and as in such Contracts and Leases shall be expressed, Regard being had to the Quantity of Land from Time to Time agreed for or demised, and the Progress of the Buildings stipulated to be erected thereon.

III. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person who for the Time being shall be authorized to grant Leases under this Act from Time to Time to enter into any new Covenants or Agreements with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts, and that the Hereditaments so surrendered may be leased, or contracted and agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

Power to alter, release, or renew Contracts, &c

IV. Provided also, and be it further enacted, That every Lease to be granted under the Provisions herein-before contained shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed; and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease, provided such Lease shall be conformable to the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted.

Leases when granted to be valid.

Contracts to form no Part of Title after Leases have been granted.

V. Provided also, and be it further enacted, That no Lease or Contract to be made by virtue of the Provisions herein-before contained shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part or Parts of the Hereditaments demised or agreed to be demised, where the Breach or Default in the Lessee's Covenant may have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be demised or agreed to be demised by any such Lease or Contract, and that notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements, as to Part or Parts only of the Buildings, Lands, and Tenements thereby demised or agreed to be demised, the Condition of Re-entry shall remain and be in full Force and Operation as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition may (if the

Re-entry.

[Private.]

Persons

Persons or Person for the Time being enabled by this Act to grant or enter into such Leases or Contracts as aforesaid shall so deem it expedient) be made apportionable and shall have Effect according to the Intentions of the Parties as expressed in any such Lease or Contract accordingly.

As to the Surrender of Leases granted under this Act.

VI. And be it further enacted, That it shall and may be lawful to and for the Persons or Person who from Time to Time shall for the Time being be authorized to grant Leases by virtue of this Act at any Time or Times to accept or authorize a Surrender or Surrenders of all or any of the Leases which may have been granted as aforesaid, and upon any such Surrender or Surrenders to grant Leases and enter into Contracts for granting Leases, under the Powers and Authorities herein-before contained, of the Hereditaments comprised in the Lease or Leases so to be surrendered, or any Part or Parts thereof, either alone or together with any other Part or Parts of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making due Allowance in regulating the Terms upon which Leases shall be granted or agreed to be granted for the Value (if any) of the Estate or Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof; and also that if the Person or Persons who for the Time being shall be entitled under the Limitations of the said Will of the said Sir *John Aubrey* deceased shall at any Time hereafter enter upon and resume or recover or obtain Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act, under and by virtue of any Condition of Re-entry therein respectively contained, then and in every such Case it shall and may be lawful to and for the Persons or Person who for the Time being shall be authorized to grant Leases under this Act to grant Leases or enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted.

Powers of Act not to be exercised without consent of the Parties interested.

VII. Provided always, and be it further enacted, That no Lease, Contract, or other Deed, Act, or Thing hereby authorized to be granted, entered into, made, or done in the Execution of the Powers and Provisions herein-before contained or any of them, shall be valid without the previous Consent and Approbation of such Person or respective Persons (other than and except any Minor or Minors on whose Part such Consent shall not be required) who under or according to the said Indentures of Lease and Release of the Twenty-third and Twenty-fifth Days of *May* One thousand eight hundred and eighteen, or the said Will of the said Sir *John Aubrey* deceased, or the said Indentures of Lease and Release of the Twelfth and Thirteenth Days of *June* One thousand eight hundred and twenty-nine, or any of them, shall be beneficially entitled for the Time being to the Lands and Hereditaments to be comprised in and affected by the same for an Estate of Freehold or some larger Estate in Possession, or subject only to the aforesaid Term of Six hundred Years, and the Trusts thereof, to be testified by Writing under his, her,

her, or their Hand or respective Hands; and that no such Lease, Contract, Deed, Act, or Thing as aforesaid, to be granted, entered into, made, or done during the Life of the said *Elizabeth Sophia Ricketts*, shall in any Case be valid without the previous Consent and Approbation of her and the said *Charles Spencer Ricketts* her Husband, or of the said *Elizabeth Sophia Ricketts* alone, after his Decease, in the Event of her surviving him, testified as aforesaid, and which Consent and Approbation the said *Elizabeth Sophia Ricketts* is hereby authorized to give, notwithstanding her present or any future Coverture.

VIII. Provided also, and be it further enacted and declared, That nothing in this Act contained shall in anywise defeat, supersede, or prejudice any of the Powers of leasing contained in the said Will of the said Sir *John Aubrey* deceased, but that such Powers shall subsist and be exercised as to all the Hereditaments by the same Will made subject thereto respectively in like Manner as if the Powers hereby given had been given by the said Will in addition to the several Powers of leasing in the same Will actually expressed and contained.

Act not to prejudice existing Powers of leasing.

IX. Provided always, and be it further enacted and declared, That nothing in this Act contained is intended or shall be construed to prejudice the raising of the several Life Annuities by the said Will of the said Sir *John Aubrey* deceased directed to be raised under the Trusts of the said Term of Six hundred Years thereby limited as aforesaid, and which are now subsisting, or the Exercise of any of the Trusts by the said Will declared concerning the said Term of Six hundred Years, in that Behalf, or otherwise, but that all such of the said Lands, Tenements, and Hereditaments comprised in the Schedule hereto annexed as were immediately before the passing of this Act comprised in the said Term and subject to the Trusts thereof, and the Rents to be reserved upon the Leases to be granted of such last-mentioned Hereditaments or any of them, by virtue of this Act, shall and may be and remain subject to the said Term of Six hundred Years and the Trusts thereof as fully and in the same Manner as the other Hereditaments comprised in such Term and the Rents and Profits thereof, and shall and may respectively be liable to be mortgaged or demised, recovered and applied, accordingly, any thing herein-before contained notwithstanding.

The Annuity-ants under the Will of Sir John Aubrey not to be prejudiced by this Act.

X. And be it further enacted, That it shall and may be lawful for the said *Charles Earl of Tankerville, James Scott, John Forster, and John Eagleton*, their Executors or Administrators, and they are hereby authorized and required, by and out of any Monies in their Hands, and which are or shall be applicable to the Purchase of Lands and Hereditaments to be settled to the Uses of the said Will of the said Sir *John Aubrey* deceased, to defray all the Costs, Charges, and Expences incident to and attending the passing of this Act or in anywise relating thereto, such Costs, Charges, and Expences being first taxed and settled by one of the Masters of the High Court of Chancery, under the Order of the said Court, and which Order the said Court is hereby authorized (on the Petition of any Party or Parties interested, to be presented in a summary Way) to make accordingly.

Expences of the Act.

XI. Savnig

General Sav-  
ing.

XI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Charles Spencer Ricketts* and *Elizabeth Sophia* his Wife, the said *Charles Aubrey Ricketts*, *Thomas Gamble Ricketts*, and *Aubrey Ricketts*, the said Sir *Henry Fletcher* (the Son), the said *John Phillip Fletcher*, and the said Sir *Thomas Digby Aubrey*, the said *John Samuel Baron*, and the said *John Eagleton* and *Elizabeth* his Wife, and the Sons hereafter to be born of the said *Elizabeth Sophia Ricketts*, and the Sons of the said *Charles Aubrey Ricketts*, *Thomas Gamble Ricketts*, *Aubrey Ricketts*, Sir *Henry Fletcher* (the Son), *John Phillip Fletcher*, and Sir *Thomas Digby Aubrey* respectively, and the Heirs Male of the Bodies of all such Sons respectively, the said *Charles Earl of Tankerville*, *James Scott*, *John Forster*, *Alexander Robert Sutherland*, and *James Walsh*, their respective Heirs, Executors, Administrators, and Assigns, and the Heirs of the said Sir *John Aubrey* deceased, and all and every other Person and Persons having or claiming, or who shall or may hereafter have or claim, any Estate, Charge, Right, Title, or Interest, at Law or in Equity, in, to, or out of or upon the said Lands, Grounds, Tenements, and Hereditaments comprised in the said Schedule to this Act annexed, or any Part or Parts thereof, under or by virtue of the said Will of the said Sir *John Aubrey* deceased, or under the Exercise of any Power or Powers therein contained,) all such Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Hereditaments respectively, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, and enjoyed in case this Act had not been passed.

Act to be  
printed by  
the King's  
Printers.

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



## The SCHEDULE referred to by the foregoing Act.

## THE FIRST PART,

COMPRISING

The Farm and Hereditaments devised by the Will of Sir JOHN AUBREY Baronet, deceased, to the Use of Sir HENRY FLETCHER (the Son) and JOHN PHILLIP FLETCHER for Life.

Tenants Names.	Names of Holdings.	Parish.	Quantities.		
			A.	R.	P.
Mrs. Jane Pollard	Home Ground	Part in Brill and Part in Oakley.	34	1	5
	Brook Meadow	Brill	7	3	24
	Old Ploughed Ground	Oakley	14	3	36
	Poor Ground	Oakley	10	0	10
	Oat Piece	Oakley	6	1	33
	Great Hornage Ground	Oakley	45	0	28
	Davis's Ground	Oakley	44	1	38
	Addingrove Mead	Oakley	15	1	12
	Bankey Ground	Oakley	14	2	12
Mrs. George Mortemore	Little Paddock	Oakley	2	3	14
	Ditto Homestall	Oakley and Brill	0	3	35
James Oakley	Crook's Close	Brill	3	0	19

## THE SECOND PART,

COMPRISING

The Hereditaments devised by the said Will, in the first place, to the Use of the Reverend JOHN SAMUEL BARON Clerk during his Life, if he shall so long continue Curate of Brill and Boarstall.

Messuages, Lands, &c. purchased of Lawrence Shirley by the Testator.	Brill	7	0	13
Messuages and Close of Pasture purchased by the Rev. Thomas Snell by the Testator.	Ditto	14	2	0
Pickard Close	Ditto	5	0	0

## THE THIRD PART,

COMPRISING

The Hereditaments conveyed by the Indentures of the 23d and 25th May 1818.

John Eagleton	{	Messuage, &c. and Paddock	Brill.			
		Little Upper Moor Lintz	Ditto	2	3	0
		Great Upper Moor Lintz	Ditto	11	2	11
James Jackman		Lower Moor Lintz	Ditto	17	0	8
Greatest Part in Gardens to poor People; Remainder to Thomas Gregory.		Whitcombe Hill	Ditto	7	3	16
		Well Close	Ditto	3	2	0

[Private.]

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## THE FOURTH PART,

COMPRISING

Part of the Hereditaments and Freehold Estates devised by and purchased pursuant to the said Will of which Mrs. Elizabeth Sophia Ricketts is the first beneficial Tenant for Life.

Tenants Names.	Names of Holdings.	Parish.	Quantities.		
			A.	R.	P.
In Hand	Homestead	Dorton	4	2	8
	Kenny's Croft	Ditto	60	1	8
	Ditto Arable	Ditto	12	0	0
Charles Spencer Ricketts, Esq.	Dovehouse Close	-	18	2	32
	West Coppice	-	20	1	12
	Kiln Yard	-	18	1	24
	Dairy Ground	-	29	1	7
	The Slip	-	6	3	12
	The Warren	-	32	0	14
	Whitcombe Hill	-	19	0	4
	Standhill Close	-	10	0	8
Edward Parrott	Corner Close	-	7	1	8
	Park and Homestead	Ditto	88	1	4
	Park Meadow	-	32	0	22
	Conduit Coppice	-	31	0	10
Messrs. Meads	Dovehouse Close	-	32	2	30
	Treadwell's Hill	-	80	0	0
Edward Russell	Little Hill	-	17	0	0
	Great Ground	Brill	-	-	-
	Well Fields	Ditto	57	0	6
William Norcott	Dormer's Mead	-	-	-	-
	Well Fields	-	12	2	0
Henry Anstiss	Kissing Acre	-	1	0	0
Mr. Knight, Surgeon	House and Close	-	3	0	0
Mrs. Robinson	House, Garden, and Closes	-	2	3	0
Miss Gardener	Cottage and Garden	-	0	1	0
William Coggins and Thomas Pointer.	Newton's Cottage and Garden	-	1	0	0
John Smith Park Pale	Two Cottages	Brill	1	0	0
Ditto	Nine Closes	-	61	2	10
Thomas Osborne	Three Closes	-	20	0	16
John Banwell	Lowsey Bushes	-	25	0	32
Moses Blake	The Great and Small Park	Chilton	86	0	0
	Ploughed Piece	Ditto	16	3	8
	Sheep-pens Ground, including a small Osier-bed.	-	26	3	11
Unoccupied	Hornage Farm, adjoining the new Turnpike Road.	Ditto	140	1	35
Rev. G. Chetwode	House and Garden	-	1	0	0
	Messuage, Offices, and Garden	-	1	0	0
	Several Cottages and Gardens	In Chilton.	-	-	-

*John Eagleton.*