



ANNO PRIMO

# VICTORIÆ REGINÆ.

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## Cap. 27.

An Act for vesting an Estate in the Parish of *Steeple Aston* in the County of *Oxford*, devised by the Will of *John Marten Watson* Gentleman, deceased, in Trustees, for carrying into effect a Contract entered into for the Sale thereof, and for laying out the Monies thence arising in the Purchase of other Estates, to be settled to the same Uses.

[12th July 1837.]

**W**HEREAS *John Marten Watson*, late of *Steeple Aston* in the County of *Oxford*, Gentleman, made and published his last Will and Testament in Writing, bearing Date the Twenty-seventh Day of *December* in the Year One thousand eight hundred and twenty-seven, and duly executed and attested for devising Freehold Estates, which Will, so far as it relates to or affects the said Testator's Real Estate in the Parish of *Steeple Aston* aforesaid, is in the Words following: " I give and devise, direct, limit, and appoint, unto my Friends, *John Harris* the younger, of *Deddington* in the County of *Oxford*, Baker, and *William King* of *Croughton* in the County of *Northampton*, Yeoman, all and every my Manors, Messuages, Farms, Lands, and Hereditaments situate and  
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being in the Parish and Liberties of *Steeple Aston* aforesaid, with all and every the Rights, Members, and Appurtenances belonging thereto, to hold the same unto them the said *John Harris* and *William King*, their Heirs and Assigns, to the Uses, and upon and for the Trusts, Intents, and Purposes herein-after limited, expressed, and declared of and concerning the same; (that is to say,) to the Use, Intent, and Purpose that my present Housekeeper, *Ann Ell*, and her Assigns, shall and may yearly have, receive, take, and enjoy, for and during her natural Life, One annual Sum or yearly Rent-charge of Twenty Pounds of lawful Money of *Great Britain*, to be yearly issuing, going, and payable out of and charged and chargeable upon all and singular my Manors, Messuages, Farms, Lands, and Hereditaments in the Parish of *Steeple Aston* aforesaid, and to be paid and payable to the said *Ann Ell* or her Assigns by equal half-yearly Payments, free from Taxes, and without any Deduction or Abatement whatsoever, the first half-yearly Payment to begin and be made at the Expiration of Six Calendar Months after my Decease; and to and for this further Use, Intent, and Purpose, that in case the said annual Sum or yearly Rent-charge of Twenty Pounds, or any Part thereof, shall at any Time or Times be in arrear and unpaid by the Space of Twenty-eight Days next over or after either of the said Days whereon the same ought to be paid as aforesaid, then and so often it shall and may be lawful for and to the said *Ann Ell* and her Assigns to enter into and upon the said Messuages, Farms, Lands, and other Hereditaments charged therewith as aforesaid, and into and upon every or any Part thereof to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive away, carry away, and impound, and in Pound to detain and keep until the said annual Sum or yearly Payment of Rent-charge, and all Arrears thereof, together with all Costs, Charges, and Expences occasioned and incurred by taking and keeping such Distress or Distresses, shall be fully paid and satisfied, and in default of Payment thereof of any Part thereof in due Time after such Distress and Distresses shall be taken, to appraise, sell, and dispose of, or cause to be appraised, sold, and disposed of, such Distress or Distresses, or otherwise to act therein according to due Course of Law, and in like Manner as in case of Distress for Nonpayment of Rent reserved upon common Leases, to the Intent that the said *Ann Ell* on her Assigns may be fully paid and satisfied the said annual Sum or yearly Rent-charge, and all Arrears thereof, and all Costs, Charges, and Expences attending the Nonpayment and Recovery of the same; and as to, for, and concerning all and singular my said Manors, Messuages, Farms, Lands, and Hereditaments in the Parish of *Steeple Aston* aforesaid, subject to and charged with the said yearly Rent-charge or Sum of Twenty Pounds, and the Remedy hereby provided for the Recovery thereof, to the Use of *Charles Harris* of *Adderbury* in the said County of *Oxford*, Musical Instrument Maker, the Son of my Cousin *Marrion Harris*, and his Assigns, during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Decease of the said *Charles Harris* to the Use of *John Marten Watson Harris* of *Adderbury* aforesaid (the eldest Son of the said *Charles Harris*), and his Assigns,



Assigns, for and during his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of the several Estates so limited to the said *Charles Harris* and *John Marten Watson Harris* respectively, or either of the Estates, by Forfeiture or otherwise, to the Use of the said *John Harris* and *William King*, and their Heirs, during the natural Lives of the said *Charles Harris* and *John Marten Watson Harris*, and the natural Life of the Survivor of them, upon Trust to support and preserve the contingent Uses and Estates herein-after limited from being defeated or destroyed, and for that Purpose to make Entries or bring Actions, as the Case may require, yet nevertheless to permit and suffer the said *Charles Harris* and his Assigns during his Life, and after his Decease the said *John Marten Watson Harris* during his Life, to the Use of the First Son of the Body of the said *John Marten Watson Harris*, lawfully to be begotten, and of the Heirs of such First Son lawfully issuing; and for default of such Issue to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the said *John Marten Watson Harris* lawfully to be begotten, severally, successively, and in Remainder one after another as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs of his Body issuing being always preferred and to take before the younger of such Sons and the Heirs of his and their Body and respective Bodies; and for Default of such Issue to the Use of all and every the Daughter and Daughters of the said *John Marten Watson Harris* lawfully to be begotten, equally to be divided between or amongst them, Share and Share alike, as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and in case there shall be a Failure of Issue of any One or more of such Daughters, then, as well as to the original Share or Shares of as the Share or Shares of as the Share or Shares surviving and accruing to such mentioned Daughter or Daughters, or her or their Issue, to the Use of all and every other Daughter and Daughters of the said *John Marten Watson Harris* lawfully to be begotten, equally to be divided amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of their Bodies issuing; and in case all such Daughters but One shall happen to die without Issue, or if there shall be but One such Daughter, then to the Use of such One Daughter and of the Heirs of her Body lawfully issuing; and for Default of such Issue to the Use of the right Heirs of the said *Charles Harris*; and upon the following Conditions, that the said *Charles Harris*, or the said *John Marten Watson Harris*, nor any future Heir or Heirs, shall not sell the Rights of a Fourth Part of Privileges of the Manor lying and being in the Parish of *Aston*, nor the manorial Estate, but shall continue from right Heir or Heirs of the aforesaid Family for ever; also, I further give and bequeath unto my Housekeeper *Ann Ell* that Cottage commonly called the Blacksmith's, now in the Occupation of *Elizabeth Plumb*, with Hovels adjoining, Gardens, and Orchard (excepting



(excepting the low Hovel, which I reserve for the Use of the Estate and the Occupier); also that the said *Ann Ell* during her natural Life shall enjoy and hold the same as above mentioned; and in case of her Decease, as before mentioned, I give and bequeath unto her Daughter *Elizabeth Ell* the Sum of Five Pounds of lawful Money of *Great Britain* during her natural Life, and the Annuity which is given and bequeathed unto her the said *Ann Ell* and her Daughter the said *Ann Ell*, the Sum of Twenty Pounds annually, shall be returned unto the Heir of the said *Charles Harris*, or his next Heir lawfully begotten, or the next Heirs, as before mentioned, but if the said Daughter *Elizabeth Ell* should survive the Mother *Ann Ell* then the annual Annuity of Five Pounds of lawful Money of *Great Britain* shall be paid annually unto the said *Elizabeth Ell* from the Annuity paid unto the said *Ann Ell* her Mother, from the Estate or other Property at the Time of the Decease of the said *Ann Ell* situate in *Steeple Aston* in the County of *Oxford* aforesaid; also, further, I, *John Marten Watson*, give and bequeath unto my Housekeeper *Ann Ell* all that Cottage, Hovels, Gardens, and Orchard adjoining, now in the Occupation of *Elizabeth Plumb*, commonly called the Blacksmith's, in the Parish of *Steeple Aston*, during her natural Life, at the Time of my Decease; after her natural Life, then unto *Charles Harris* or his Heir or Heirs, returned and joined again with the Estate situate and being in *Steeple Aston* aforesaid; in case of the Decease of the said *Ann Ell*, then the Sum of Five Pounds of lawful Money of *Great Britain* to be paid out of my Estate at *Steeple Aston* in the County of *Oxford*, or from some Personal or Money issuing or arising or accruing from the same Estate:" And whereas the said *John Marten Watson* made a Codicil to his said Will, also bearing Date the Twenty-seventh Day of *December* in the Year One thousand eight hundred and twenty-seven, but which Codicil did not in any way vary the Disposition made by his said Will of his Real Estate: And whereas the said *John Marten Watson* died on the Twentieth Day of *February* in the Year of our Lord One thousand eight hundred and twenty-eight, without having revoked or altered his said Will, further than the same was altered by the said Codicil; and the said Will and Codicil were duly proved in the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-first Day of *May* in the Year One thousand eight hundred and twenty-eight: And whereas the said *Ann Ell* intermarried with *William Smith* of *Steeple Aston* aforesaid on the Seventeenth Day of *April* in the Year One thousand eight hundred and twenty-eight, and afterwards departed this Life on the Eleventh Day of *April* in the Year of our Lord One thousand eight hundred and thirty-one, leaving the said *Elizabeth Ell* her surviving, who is still alive: And whereas by an Indenture bearing Date the Twenty-fifth Day of *October* in the Year One thousand eight hundred and thirty-two, and made between *John Shirley* of *Bicester* in the said County of *Oxford*, Gentleman, and *Ann* his Wife, of the First Part, the said *Charles Harris* of the Second Part, and *William Borton* of *Fewcott* in the Parish of *Stoke Lyne* in the said County of *Oxford*, Gentleman, of the Third Part, after reciting an Indenture of Demise by way of Mortgage, bearing Date the Twenty-ninth Day of *May* in the Year One thousand eight hundred and thirty, and made between

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the said *Charles Harris* of the one Part, and the said *Ann*, the Wife of the said *John Shirley*, of the other Part, wherein was recited the said Will of the said *John Marten Watson*, and whereby the said *Charles Harris*, in consideration of the Sum of One hundred and fifty Pounds paid to him by the said *Ann Shirley*, did grant and demise unto the said *Ann Shirley*, her Executors, Administrators, and Assigns, all that Messuage, Tenement, or Farm House, with the Barns, Stables, Outbuildings, Yards, Gardens, Orchards, Backsides, and Appurtenances thereto belonging, situate, lying, and being in *Steeple Aston* aforesaid, and all new Erections and Buildings erected and built upon any Part of the Ground belonging to the said Messuage or Tenement and Premises by the said *John Marten Watson* deceased, and then in the Possession of the said *Charles Harris*, and also all that Plot or Parcel of Land or Ground situate, lying, and being in the Fields of *Steeple Aston* aforesaid, containing by Statute Measure Ninety-two Acres Three Roods and Three Perches, and which Allotment had since been estimated to contain One hundred and fourteen Acres, more or less, including the Roads and Ways going through and over the same, allotted and awarded to *Jacob Watson* upon the Inclosure of the said Fields of *Steeple Aston*, and bounded as follows, on Part of the East, Part of the South, and on other Part of the East, other Part of the South, and other Part of the East, by Lands allotted to *Sir Charles Cottrell Dormer*, on other Part of the South by the Common Fields of *Rowsham* in the said County of *Oxford*, on Part of the West by the common Street of *Steeple Aston* aforesaid, on other Part of the North, and on Part of the East and North, by Lands allotted to *Richard Fox*, *Judith Lamley*, and *Lucy Benwell*, which said Plot or Parcel of Land or Ground and Premises were then in the Occupation of *Richard Prentice*, or howsoever otherwise the said Messuage, Lands, Tenements, and Hereditaments, or any Part thereof, were or theretofore were or was situated, tenanted, called, known, or described, together with all Appurtenances whatsoever to the said Messuages, Tenements, or Farm House, Plot or Parcel of Land or Ground and Premises belonging or in anywise appertaining, being the same Messuages or Tenements, Lands, and Hereditaments as, with the additional Buildings erected by the said *Charles Harris*, are specified in the Schedule to this Act annexed, to hold the same unto the said *Ann Shirley*, her Executors, Administrators, and Assigns, for and during the Term of Ninety-nine Years, to be computed from the Day next before the Date of the said Indenture of the Twenty-ninth Day of *May* One thousand eight hundred and thirty, if the said *Charles Harris* should so long live, but subject nevertheless to a Proviso for Redemption of the said Premises, it is witnessed, that in consideration of the Sum of One hundred and fifty Pounds to the said *John Shirley* and *Ann Shirley* paid by the said *William Borton* at the Request and by the Direction of the said *Charles Harris*, and of the Sum of Three hundred and fifty Pounds paid by the said *William Borton* to the said *Charles Harris*, the said *John Shirley* and *Ann* his Wife, at the Request and by the Direction of the said *Charles Harris*, did assign and set over, and the said *Charles Harris* did grant, ratify, and confirm unto the said *William Borton*,

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*Borton*, his Executors, Administrators, and Assigns, all that the said Messuage, Tenement, or Farm House, with the Barns, Stables, Outbuildings, Yards, Gardens, Orchards, Backsides, and Appurtenances thereto belonging, situate, standing, lying, and being in *Steeple Aston* aforesaid, and also all that the said Plot or Parcel of Land or Ground situate, lying, and being in the Fields of *Steeple Aston* aforesaid, therein-before more particularly mentioned and described, and all and singular other the Hereditaments and Premises mentioned and comprised in the therein-before in part recited Indenture, and thereby demised to the said *Ann Shirley*, her Executors, Administrators, and Assigns, with the Rights, Members, and Appurtenances to the same respectively belonging or appertaining, to hold the same unto the said *William Borton*, his Executors, Administrators, and Assigns, thenceforth for and during all the Rest, Residue, and Remainder then to come and unexpired of the said Term of Ninety-nine Years, if the said *Charles Harris* should so long live, subject nevertheless to a Proviso therein-after contained for making void the same Term on Payment by the said *Charles Harris*, his Heirs, Executors, or Administrators, unto the said *William Borton*, his Executors, Administrators, or Assigns, of the Sum of Five hundred Pounds, with Interest after the Rate of Five Pounds *per Centum per Annum*, on a Day therein mentioned, and long since past, and subject to certain other Provisoes, Powers, Declarations, and Agreements in the said Indenture now in recital expressed, declared, and contained of and concerning said Hereditaments and Premises: And whereas by Three several Indentures, bearing Date respectively the Fourteenth Day of *February* in the Year One thousand eight hundred and thirty-four, the Twenty-first Day of *November* in the Year One thousand eight hundred and thirty-four, and the Twenty-second Day of *July* last, and respectively made between the said *Charles Harris* of the one Part, and the said *William Borton* of the other Part, the said Messuage or Tenement, Farm, Lands, and Hereditaments, comprised in the said Term of Ninety-nine Years assigned by the before-recited Indenture were charged by the said *Charles Harris* with the Payment unto the said *William Borton*, his Executors, Administrators, or Assigns, of the further Sums of Three hundred Pounds, Three hundred and fifty Pounds, and Six hundred and fifty Pounds, with Interest for the same Sums respectively after the Rate of Five Pounds *per Centum per Annum*, making, together with the said Sum of Five hundred Pounds secured by the before-recited Indenture, the Sum of One thousand eight hundred Pounds; which Sum, with some Interest in respect thereof, still remains due and owing to the said *William Borton*: And whereas the said *John Marten Watson* is yet a Bachelor: And whereas the Lands and Tenements in *Steeple Aston* devised by the Will of the said *John Marten Watson* as aforesaid are surrounded by and lie intermixed with Lands of *Charles Cottrell Dormer* of *Rousham* in the said County of *Oxford*, Esquire; and the said *Charles Cottrell Dormer* being desirous of making his Estate more compact and connected, some Time since proposed to purchase the said Lands and Tenements of the said *Charles Harris* and *John Marten Watson Harris*, stating that he was willing to give  
a Price



a. Price far beyond their intrinsic Value; whereupon the said *Charles Harris* and *John Marten Watson Harris* caused the said Lands and Tenements to be surveyed and valued by a competent Land Surveyor and Valuer, who valued the same at the Sum of Four thousand three hundred and thirty-five Pounds Two Shillings: And whereas by a Contract or Agreement in Writing under the Hands of the said *Charles Cottrell Dormer* and *Charles Harris*, bearing Date the Sixteenth Day of *March* last, the said *Charles Cottrell Dormer* has contracted with the said *Charles Harris* to purchase all the said Lands and Tenements devised by the said Will of the said *John Marten Watson* as aforesaid, freed and discharged from the said Mortgage to the said *William Borton*, but subject to the said Annuity of Five Pounds given by the said Will of the said *John Marten Watson* to the said *Elizabeth Ell* during her Life as aforesaid, at the Price or Sum of Five thousand eight hundred Pounds, provided a good Title can be made to him thereof: And whereas the said Sum of Five thousand eight hundred Pounds offered by the said *Charles Cottrell Dormer* is much more than the intrinsic Value of the said Lands and Tenements, and much more than the same Hereditaments could be sold for to any other Person, and it would be greatly to the Advantage of the said *Charles Harris* and *John Marten Watson Harris*, and of every other Person who may become entitled under the Limitations contained in the said Will of the said *John Marten Watson*, that the Sale to the said *Charles Cottrell Dormer* should be completed, and the said Sum of Five thousand eight hundred Pounds, after deducting Expences, as herein-after mentioned, should be laid out and invested in the Purchase of other Freehold or Copyhold Lands and Hereditaments, to be limited to the Use of the said *William Borton*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *Charles Harris* should so long live, in substitution for the said Lands and Tenements so proposed to be sold, and subject thereto to be settled to and upon the same Uses and Trusts, except the Charge of the said Annuity of Five Pounds in favour of the said *Elizabeth Ell*, as the said Lands and Tenements so proposed to be sold now stand limited and settled under and by virtue of the said Will of the said *John Marten Watson*; but by reason of the Limitations in strict Settlement contained in the said Will such Object cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Charles Harris* and *John Marten Watson Harris*, with the Consent of the said *William Borton*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 from and after the passing of this Act all the Messuages or Tenements, Lands, and other Hereditaments in *Steeple Aston* aforesaid devised by the Will of the said *John Marten Watson* deceased, except the undivided Fourth Part of the said Manor, and which are more particularly specified in the Schedule to this Act annexed, with their respective Rights, Members, and Appurtenances, shall be vested in and settled upon, and the same

The Messuages or Tenements and Hereditaments in *Steeple Aston* devised by the Will of *John Martin Watson*, except

the undivided Fourth Part of the Manor, vested in Richard Maley and John Harris, Gentlemen, upon Trust to convey the same to C. C. Dormer, upon Payment of the Purchase Money.

are hereby vested in and settled upon, *Richard Maley* of *Bicester* in the County of *Oxford*, Gentleman, and *John Harris* of *Steeple Aston* aforesaid, Gentleman, their Heirs and Assigns, to the Use of them the said *Richard Maley* and *John Harris*, their Heirs and Assigns for ever, freed and discharged of and from all Monies due and owing to the said *William Borton* upon or by virtue of the before-mentioned Indentures of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-two, the Fourteenth Day of *February* One thousand eight hundred and thirty-four, the Twenty-first Day of *November* One thousand eight hundred and thirty-four, and the Twenty-second Day of *July* last, or any of them, and of and from the said Term of Ninety-nine Years vested in the said *William Borton* as aforesaid, and all the Uses, Trusts, Charges, Powers, Provisoos, Limitations, and Declarations in and by the above-mentioned Indentures, or any of them, or in and by the said Will of the said *John Marten Watson*, expressed, declared, or contained of or concerning the same or any Part thereof, save and except the Charge of the said Annuity of Five Pounds in favour of the said *Elizabeth Ell* contained in the said Will, which Annuity it is intended shall remain unaffected by this Act, upon Trust that they the said *Richard Maley* and *John Harris*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, on Payment by the said *Charles Cottrell Dormer*, his Heirs, Executors, Administrators, or Assigns, of the Sum of Five thousand eight hundred Pounds into the Bank of *England* in manner herein-after mentioned, convey and assure the said Messuages or Tenements, Lands, and other Hereditaments, with their respective Rights, Members, and Appurtenances, unto and to the Use of the said *Charles Cottrell Dormer*, his Heirs and Assigns, or in such Manner as he or they shall direct or appoint, absolutely freed and discharged as herein-before is mentioned.

Until such Conveyance the Rents to be received by the Persons at present entitled thereto.

II. And be it further enacted, That in the meantime and until such Conveyance shall be made unto and to the Use of the said *Charles Cottrell Dormer*, his Heirs and Assigns, or according to his or their Direction, as aforesaid, the Rents, Issues, and Profits of the said Lands and other Hereditaments and Premises by this Act vested in the said *Richard Maley* and *John Harris*, their Heirs and Assigns, as aforesaid, shall be received and taken or enjoyed by such Person or Persons as would have been entitled to have had; received, or enjoyed the same in case this Act had not been passed.

Purchase Money to be paid into the Bank of England to the Account of the Accountant General of the Court of Chancery.

III. And be it further enacted, That the said Sum of Five thousand eight hundred Pounds to arise from the Sale of the said Messuages or Tenements, Lands, and other Hereditaments and Premises, shall be paid by the said *Charles Cottrell Dormer*, his Heirs, Executors, Administrators, or Assigns, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "ex parte the Purchaser of an Estate in the Parish of *Steeple Aston* in the County of *Oxford* devised by the Will of *John Marten Watson* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and



and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth.

IV. And be it further enacted, That the Certificate of the Accountant General of the said Court of Chancery, together with the Receipt of One of the Cashiers of the Bank of *England* to be thereto annexed and therewith filed in the Register Office in the said Court of Chancery, of the Payment into the Bank of *England* of the said Sum of Five thousand eight hundred Pounds herein-before directed to be so paid, shall be a sufficient Discharge to the said *Charles Cottrell Dormer*, his Heirs, Executors, Administrators, and Assigns; and after filing such Certificate and Receipt as aforesaid the said *Charles Cottrell Dormer*, his Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same Sum of Five thousand eight hundred Pounds, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof or of any Part thereof.

Certificate of Accountant General to be a sufficient Discharge.

V. And be it further enacted, That the said Sum of Five thousand eight hundred Pounds, when paid into the Bank as aforesaid, or so much thereof as shall not be applied in Payment of Costs, Charges, and Expences as herein-after mentioned, shall, upon Petition to be preferred to the said Court of Chancery in a summary Way at any Time and from Time to Time by the said *Charles Harris* during his Life, and after his Decease by the said *John Marten Watson Harris*, and after his Decease by the Person or Persons who for the Time being would be beneficially entitled to the Rents and Profits of the Hereditaments and Premises to be purchased by virtue of this Act, if the same were purchased and settled, as herein-after is mentioned, or by the Guardian or respective Guardians of such Person or Persons on his, her, or their Behalf in case of Minority, be laid out and invested, under the Direction of the said Court, in the Purchase of such Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments as shall be approved of by the said Court, the Copyhold Lands and Hereditaments not exceeding One Sixth Part of the Whole of the Lands and Hereditaments so to be purchased; and the said Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased shall, immediately upon or after the Purchase thereof, be conveyed, surrendered, and assured to the Use of the said *William Borton*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *Charles Harris* shall so long live, with, under, and subject to such Powers, Provisoës, Charges, Declarations, and Agreements as in and by the before-mentioned Indentures of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-two, the Fourteenth Day of *February* One thousand eight hundred and thirty-four, the Twenty-first Day of *November* One thousand eight hundred and thirty-four, and the Twenty-second Day of *July* last, are expressed, declared, and contained, and would then have been subsisting and capable of taking effect, of or concerning the Hereditaments and Premises

Application of Surplus of Purchase Money.

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comprised in the same Indentures, in case this Act had not been passed, and, subject to the said Term of Ninety-nine Years, and to the Powers, Provisoos, Charges, Declarations, and Agreements aforesaid, to, upon, and for the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations, in and by the said Will of the said *John Marten Watson* expressed, declared, or contained of or concerning the said Hereditaments and Premises by this Act vested in the said *Richard Maley* and *John Harris*, their Heirs and Assigns as aforesaid, save and except the Charge of the said Annuity of Five Pounds in favour of the said *Elizabeth Ell* contained in the said Will, or such and so many of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Limitations, and Declarations, as would then have been subsisting and capable of taking effect of, in, or concerning the same Hereditaments and Premises in case this Act had not been passed, or as near thereto as the Nature of the Estates so to be purchased and other Contingencies will admit.

Until such Application the Surplus to be laid out in Navy, Victualling, or Exchequer Bills.

VI. And be it further enacted, That the said Sum of Five thousand eight hundred Pounds, when paid into the Bank as aforesaid, or so much thereof as shall not be applied in Payment of Costs, Charges, and Expences as herein-after mentioned, shall, in the meantime and until the same shall be invested in such Purchase or Purchases of Lands and Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such general or special Order or Orders (if necessary), that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest on the Bills which are paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before directed, and until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way by the said *Charles Harris* during his Life, and after his Decease by the said *John Marten Watson Harris*, and after his Decease by the Person or Persons who for the Time being would be beneficially entitled to the Rents and Profits of the Hereditaments so to be purchased as aforesaid, or by the Guardian or respective Guardians



of such Person or Persons, on his, her, or their Behalf, in case of Minority, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases as aforesaid, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money, after Payment of such Costs, Charges, and Expences as aforesaid, and so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

VII. And be it further enacted, That it shall and may be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, on Petition in a summary Way, from Time to Time to make such an Order as the said Court shall think fit for taxing and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining or passing this Act, and in making the several Applications to the said Court in pursuance thereof, and in making out the Title and in completing the Conveyance of the said Hereditaments and Premises hereby directed to be conveyed to the said *Charles Cottrell Dormer*, his Heirs and Assigns, or according to his or their Direction as aforesaid, and in investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of other Manors, Lands, and Hereditaments, according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution; and also from Time to Time to make such Order or Orders as the said Court shall think fit for Payment of such Costs, Charges, and Expences as aforesaid, out of the said Sum of Five thousand eight hundred Pounds so to be paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased as aforesaid; and it shall be lawful for the said Court of Chancery from Time to Time to make such other Order or Orders in or about the Execution of this Act as the said Court shall think fit.

Court of Chancery may make Order for Payment of Expences of obtaining this Act, &c.

VIII. And be it further enacted, That in case the said *Richard Maley* and *John Harris*, or either of them, or any future Trustee or Trustees to be appointed in their or either of their Stead, as hereinafter is mentioned, shall die, or be absent from *England*, or be desirous of being discharged from or decline to act or become incapable of acting in the Trusts or Powers hereby created, then and in such Case, and when and so often as the same shall happen, it shall and may be lawful for the said High Court of Chancery, in a summary Way, on the Petition of the said *Charles Harris* during his Life, and after his Decease of the said *John Marten Watson Harris*, and after his Decease of the Person or Persons who for the

Where Trustees decline, &c. Court of Chancery may appoint others.

Time



Time being would be entitled to the Rents and Profits of the Hereditaments and Premises to be purchased by virtue of this Act, if the same were purchased and settled as herein-before is mentioned, or by the Guardian or respective Guardians of such Person or Persons on his, her, or their Behalf in case of Minority, from Time to Time to appoint any Person or Persons, to be approved of by the said Court, to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or being absent from *England*, or desirous of being discharged or declining to act or becoming incapable to act as aforesaid; and thereupon all the said Hereditaments and Premises hereby vested in the said *Richard Maley* and *John Harris*, their Heirs and Assigns as aforesaid, or such of them as shall not have been conveyed to the said *Charles Cottrell Dormer*, his Heirs and Assigns, or according to his or their Direction as aforesaid, shall with all convenient Speed be conveyed and assured so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the continuing Trustee or Trustees, as the Circumstances of the Case may require, upon the same Trusts and for the same Intents and Purposes as are herein declared of and concerning the same, or such of them as shall be then subsisting and capable of taking effect; and such new Trustee or Trustees shall, to all Intents and Effects, Constructions and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room or Stead he or they shall be so substituted or appointed.

Trustees only  
accountable  
for Money  
received by  
them.

IX. And be it further enacted, That the Trustees hereby appointed, or by virtue of this Act to be appointed, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively only for such Monies as they shall respectively actually receive by virtue of or under this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, or for any Loss that may be sustained in the Execution of the Trusts hereby created, except the same shall happen by or through his or their own wilful Default respectively.

General  
Saving.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Successors, Heirs, Executors, Administrators, and Assigns, (other than and except the said *Charles Harris* and his Heirs, and the said *John Marten Watson Harris* and his Issue, and the said *William Borton*,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever in or to the said Hereditaments and Premises hereby vested in the said *Richard Maley* and *John Harris*, their Heirs and Assigns, in Trust as aforesaid, or any Part thereof, as they or any of them had or were entitled to before the passing of this Act, or could or might have had or been entitled to if this Act had not been passed.

XI. And



XI. And be it further enacted, That this Act shall be printed by the several Printers to the Queen'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.

Act to be  
printed by  
the Queen's  
Printers.



The SCHEDULE to which the foregoing Act refers.

A MESSUAGE, Farm, and Lands in Steeple Aston in the County of Oxford, in the Occupation of the said Charles Harris, and consisting of the following Particulars; namely,

	Quantity by Estimation.		
	A.	R.	P.
House, Garden, Orchard, Two Barns, Stable, Granary, Waggon Hovel, and other Hovels	2	0	0
Little Dickeridge - - - - Gardened	2	0	0
Great Dickeridge - - - - Pasture	5	0	0
Dairy Ground - - - - Ditto	18	2	0
Nizewell Heads - - - - Arable	10	0	0
The Dean - - - - Pasture and Furze	20	0	0
The Deans - - - - Arable	58	2	0
	<u>116</u>	<u>0</u>	<u>0</u>

A Messuage or Tenement, with the Appurtenances, in Steeple Aston aforesaid, in the Occupation of the said Charles Harris.

A newly-erected Messuage or Tenement, with the Appurtenances, adjoining to the last-mentioned Messuage, and in the Occupation of

A Close of Land at the Back of the last-mentioned Messuages, and a Piece of Nursery Ground lying across the Road in front of the said newly-erected Messuage, in the whole, by Estimation, Two Acres.

*Sam<sup>l</sup>. Druce.*

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LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1837.