ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

***

for the Sale of the Coptfold Hall *Estate in the County of* Essex *to the said* John Attwood, *and for investing the Purchase Money in other Estates, to be settled to the same Uses; and also for authorizing the Exchange of certain Lands and Hereditaments in the Counties of* Worcester *and* Gloucester, *devised by the Will of* John Stone *Esquire,*

Will of John Stone, Esq., dated 16th June 1810.

deceased, it is recited that *John Stone,* late of *Chambers Court* in the Parish of *Longdon* in the County of *Worcester,* Esquire, deceased, duly made and published his last Will and Testament in Writing, bearing Date the Sixteenth Day of *June* One thousand eight hundred and ten, and which was by him duly executed, and also attested in such Manner as by Law was then required for passing Freehold Estates, whereby, after directing Payment of his Debts, funeral and testamentary Expences, and Legacies, and giving Directions respecting the Renewal of any Life or Lives which at his Death might have dropped in all or any of his Copyhold and Leasehold Estates, and also giving certain Annuities charged upon and issuing out of his Real Estates therein and herein after mentioned, (but all which Annuities had since determined by the Deaths of the respective Annuitants,) he gave, devised, and bequeathed to *John Edmund Dowdeswell* of *Lincoln's Inn* in the County of *Middlesex,* Esquire, and the Reverend *John Broome* of *Forthampton* in the County of *Gloucester,* Clerk, their Heirs, Executors, Administrators, and Assigns, all that his Manor of *Hasfield* and *Fiddington* in the County of *Gloucester,* with its Rights, Royalties, Members, and Appurtenances, also all that his Capital Messuage or Mansion House called *Chambers Court,* with the Buildings, Lands, and Premises thereto belonging, and all other his Manors, capital and other Messuages, Tenements, Farms, Buildings, Lands, Tithes, Hereditaments, and all and singular other his Premises, situate, lying, and being in the several Parishes of *Longdon* aforesaid, *Eldersfield, Staunton, Corse, Ashleworth, Tewkesbury, Walton Cardiff, Fiddington, Ashchurch,* and *Hasfield,* or elsewhere in the Counties of *Worcester* and *Gloucester,* or either of them, and all other his (the Testator's) Manors, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises whatsoever and wheresoever, whereof or whereto he was seised, possessed, or entitled, in possession, reversion, remainder, or expectancy, or had a Power of disposing by his Will, with their and every of their several and respective Rights, Royalties, Members, and Appurtenances, to hold such of the said Manors, capital and other Messuages, Tenements, Buildings, Lands, Tithes, Hereditaments, and Premises, as were Freehold, unto the said *John Edmund Dowdeswell* and *John Broome,* their Heirs and Assigns, and to hold such of the said Manors, capital and other Messuages, Tenements, Buildings, Lands, Tithes, Hereditaments, and Premises, as were less than Freehold, unto the said *John Edmund Dowdeswell* and *John Broome,* their Executors, Administrators, and Assigns, for and during all his (the said Testator's) Estate, Term, and Interest therein, to the Uses, upon the Trusts, for the Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoes, and Limitations therein-after limited, expressed, and declared, and herein-after in part mentioned, of and concerning the same; (that is to say,) as to, for, and concerning such of the said Manors, capital and other Messuages, Tenements, Buildings, Lands, Tithes, Hereditaments, and Premises, as were Freehold,

to

to the Use of his Son *Edward Gresley Stone* and his Assigns, for the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *John Edmund Dowdeswell* and *John Broome*, and their Heirs, during the Life of his said Son *Edward Gresley Stone*, upon trust to preserve the contingent Remainders therein-after limited; and after the Decease of his said Son to the Use of the First Son of the Body of his (the Testator's) said Son *Edward Gresley Stone* in Tail, with Remainder to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of his said Son *Edward Gresley Stone*, severally and successively, according to their respective Seniorities, in Tail; and in default of such Issue to the Use of all and every the Daughter and Daughters of the Body of his said Son *Edward Gresley Stone*, equally between them, as Tenants in Common in Tail, with Cross Remainders between them in Tail, in the usual Manner; and in default or failure of all such Issue to the Use of his (the said Testator's) Nephew *James Davis Morris* (Son of *John Davis Morris* of *Feckenham* in the County of *Worcester*) and his Heirs for ever; and as to, for, and concerning such of the said Testator's Manors, capital and other Messuages, Tenements, Buildings, Lands, Tithes, Hereditaments, and Premises, as were less than Freehold, with their and every of their Appurtenances, in trust for such Person and Persons, and for such Estate and Interest, and in such Proportions and Manner, and under and subject to such Powers, Restrictions, and Limitations, as were therein expressed, limited, and declared of and concerning the said therein-before devised Freehold Manors, Hereditaments, and Premises, or as near thereto as might be, and the Nature of the Tenures of the said several and respective Estates would admit of, to the end the said last-mentioned Premises and every Part thereof, with the Appurtenances, might be held and enjoyed and go along with the said Freehold Premises so long as might be and the Laws of *England* would admit; and the said Testator, amongst other things, directed, that in case he should happen to die before his said Son the said *Edward Gresley Stone* should have attained his Age of Twenty-one Years, his said Trustees and Executors therein-after named should during his Minority set and let his said Manor, capital and other Messuages, Tenements, Buildings, Lands, Hereditaments, and Premises therein-before mentioned, and limited to him for his Life, as aforesaid, and receive the Rents, Issues, and Profits thereof, and every Part and Parcel thereof, and pay, apply, and dispose of an adequate, ample, and sufficient Part thereof in the Education and Support of his said Son the said *Edward Gresley Stone*, during his Minority, and place the Residue of such Rents, Issues, and Profits out at Interest, either on Government or Real Security, until a proper and eligible Purchase or Purchases, in the Opinion of his said Trustees (to whose Judgment and Discretion he entirely submitted and confided the same), of Manors, Messuages, Lands, Tenements, or Hereditaments (either Freehold, Leasehold, or Copyhold), could be made, and as and when such Purchase or Purchases could or might be made, then he thereby directed his said Trustees to invest the Residue of such Rents, Issues, and Profits, with all Interest that might have been gotten for the same, in the Purchase or Purchases of any Manors, Messuages, Lands, Tenements,

ments, and Hereditaments in the Kingdom of *Great Britain*, either Freehold, Leasehold, or Copyhold, and which Manors, Messuages, Lands, Tenements, and Hereditaments, when so purchased, he thereby willed and directed should be conveyed unto the said *John Edmund Dowdeswell* and *John Broome*, their Heirs and Assigns, to such and the same Uses, upon and for such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, and by, with, under, and subject to such and the same Powers, Provisoes, Stipulations, and Agreements in every respect as had been limited, expressed, provided, and declared of and concerning the Manors, capital and other Messuages, Lands, Tenements, Hereditaments, and Premises, in and by that his Will given and devised to them, or as near thereto as the Deaths of Parties or other Contingencies would admit, it being the Testator's Will and he thereby declaring that all the Residue of the Rents, Issues, and Profits of his said Manor, capital and other Messuages, Buildings, Lands, Tenements, Hereditaments, and Premises, (after such Deduction thereout for the Support and Education of his said Son as aforesaid,) and all Interest which might be made of the same from the Period of his Decease in the Infancy of his said Son to the Time of his attaining the Age of Twenty-one Years or dying, should be invested in such Purchase or Purchases of Manors, Messuages, Lands, Tenements, Hereditaments, and Premises as aforesaid, to be settled as therein-before is directed; and in the said Will are contained Powers for the Testator's Son, the said *Edward Gresley Stone*, when in possession of the said Estates, or entitled to the Rents and Profits thereof, to appoint for the Jointure of any Woman he might marry, for the Life of such Woman, any of the said Hereditaments, or any Rent-charge issuing therefrom, not exceeding the annual Sum of Four hundred Pounds, to be in bar and satisfaction of Dower and Thirds, and also, in case he shall happen to have One or more younger Child or Children, to limit or appoint the said Hereditaments and Premises or any Part thereof to any Person or Persons, for the Term of One thousand Years, or any other Term or Number of Years, upon trust by Sale or Mortgage of the said Hereditaments, or otherwise, as therein mentioned, to raise the Sum of One thousand Pounds apiece for the Portions of all and every such younger Child or Children, payable as therein mentioned, and also to grant Leases of the said Premises or any Part thereof (except of the said Mansion House called *Chambers Court*) to any Person or Persons, for any Term not exceeding Three Years, in possession, under the Restrictions therein mentioned; and the said Testator appointed the said *John Edmund Dowdeswell* and *John Broome* Executors of his said Will; and also reciting in the said Act (as the Fact was), that the said *John Stone* the Testator departed this Life on the Fourteenth Day of *March* One thousand eight hundred and eleven, without having revoked or altered his said Will, leaving the said *Edward Gresley Stone* his only Child and Heir at Law; and further therein reciting, that shortly after the Decease of the said Testator a Bill was filed in the High Court of Chancery, by or on behalf of his infant Son the said *Edward Gresley Stone*, against the said *John Edmund Dowdeswell* and *John Broome* and others, for an Account of the Estate of the said Testator, and of his Debts, Funeral Expences, and Legacies, and for the due Execution

of the Trusts of the said Will, and that by the Decree made on the hearing of the said Cause on the Second Day of *July* One thousand eight hundred and eleven it was referred to one of the Masters of the said Court to take such Account accordingly, and that a Receiver was appointed of the Rents and Profits of the Testator's Real Estates; and it is by the said Act further recited, that by an Order made on the hearing of the said Cause on Further Directions, bearing Date the Twenty-second Day of *July* One thousand eight hundred and twelve, it was declared that the Will of the said Testator *John Stone* as well proved, and that the same ought to be established, and the Trusts thereof performed and carried into execution, and it was ordered and decreed accordingly: And whereas by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of *December* One thousand eight hundred and fourteen, and made or expressed to be made between the said *James Davis Morris* of the one Part, and *Thomas Fulljames* of *Hasfield* aforesaid, Esquire, of the other Part, it is by the said Indenture of Release witnessed, that in consideration of the Sum of One thousand Pounds to the said *James Davis Morris* paid by the said *Thomas Fulljames*, in full, for the absolute Purchase of the Manor, Lands, and Hereditaments therein and herein after mentioned or referred to, in reversion or remainder expectant as therein and herein after mentioned, he the said *James Davis Morris* did grant, bargain, sell, alien, release, and confirm unto the said *Thomas Fulljames*, his Heirs and Assigns, the Reversion in Fee Simple expectant upon the Decease and Failure of Issue of the said *Edward Gresley Stone* of and in all that the said Manor of *Hasfield* in the County of *Gloucester*, extending over and being co-extensive with the Boundaries of the said Parish of *Hasfield*, with its Rights, Royalties, Members, and Appurtenances, also all that Capital Messuage, Tenement, or Farmhouse, with the Barns, Stables, Buildings, Folds, Yards, and Gardens thereto belonging, and then occupied and enjoyed therewith, situate, lying, and being in the Parish of *Hasfield* aforesaid, and then in the Possession of *William Cother* as Tenant thereof, and also divers Closes, Pieces, or Parcels of Arable, Meadow, Pasture, and Wood Land or Ground in the now-reciting Indenture particularly mentioned and described (being the whole of the Estate late of the said *John Stone* the Testator, in the said Parish of *Hasfield*, and more particularly mentioned and described in the First Schedule to this Act), and all other the Manors, Messuages, Tenements, Buildings, Lands, Hereditaments, and Premises situate, lying, and being in the Parish of *Hasfield* aforesaid, which by the said Will of the said *John Stone* deceased were devised or limited to or in trust for him the said *James Davis Morris* and his Heirs, in reversion or remainder expectant on the Estate for Life thereby devised to the said *Edward Gresley Stone*, and of the Estates Tail thereby limited to his Issue as aforesaid, or which in the event of the Decease of him the said *Edward Gresley Stone*, and Failure of lawful Issue of his Body, without suffering a valid Recovery, would devolve to the said *James Davis Morris*, his Heirs or Assigns, and every Part and Parcel thereof, by whatsoever Names or Descriptions the same were, was, or might be called, known, distinguished, or described; to have and to hold the said Manor, Messuages, Tenements, Buildings, Lands, Hereditaments, and Premises, with their respective

Indentures dated 9th and 10th December 1814, being a Conveyance from James Davis Morris of his Reversion in Fee in the Hasfield Estate to Thomas Fulljames, Esquire.

respective Rights, Royalties, Members, and Appurtenances, unto the said *Thomas Fulljames*, his Heirs and Assigns, to the only proper Use and Behoof of the said *Thomas Fulljames*, his Heirs and Assigns for ever, subject nevertheless to and in reversion or remainder expectant on the Limitations thereof, to the Use of the said *Edward Gresley Stone* for Life, and after his Decease to the First and other Sons and other the Issue of the Body of him the said *Edward Gresley Stone* in Tail, as expressed in the said Will of the said *John Stone* deceased; and it is by the said Act of the Fourth and Fifth Years of the Reign of Her said present Majesty also recited, that the said *John Broome* departed this Life in the Month of *September* One thousand eight hundred and nineteen, leaving the said *John Edmund Dowdeswell*, his Co-trustee, him surviving, and that no new Trustee had been since appointed in his Stead: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and twenty-three, and made or expressed to be made between *John Davis* of *Hasfield* in the County of *Gloucester*, Farmer, and *Elizabeth* his Wife, of the one Part, and the said *John Edmund Dowdeswell* (therein described as surviving Trustee and Executor named and appointed in and by the Will of the said *John Stone* deceased) of the other Part, in consideration of the Sum of One thousand Pounds to the said *John Davis* paid by the said *John Edmund Dowdeswell* in full for the absolute Purchase of the Hereditaments therein and herein after mentioned, and which Sum of One thousand Pounds is therein mentioned to be Part of the Accumulation of the Rents and Profits of the said Estate of the said *John Stone* deceased, as the said *John Edmund Dowdeswell* did thereby admit and acknowledge, he the said *John Davis* did grant, bargain, sell, release, and confirm unto the said *John Edmund Dowdeswell*, his Heirs and Assigns, all that Allotment or new Inclosure of Arable Land, then divided into Three Closes, and planted with Fruit Trees, and then lately Part of *Corse Lawn*, containing together by Admeasurement Nineteen Acres and Two Perches, or thereabouts, and bounded as therein mentioned, also all that Messuage or Tenement, and Garden and Orchard of Meadow or Pasture Ground thereunto adjoining and belonging, containing by Admeasurement One Acre Three Roods and Twenty-two Perches, then late or theretofore in the Occupation of *John Beale*, as Tenant thereof, and then of *John Crump*, and also all that Close, Piece, or Parcel of Meadow or Pasture Ground planted with Fruit Trees, called *Broadwells*, containing by Admeasurement Three Acres One Rood and Seven Perches (more or less), then late in the Occupation of *William Hill*, as Tenant thereof, and then of the said *John Crump*, all which said Allotment, several Closes, Pieces, or Parcels of Land, Messuage or Tenement, Buildings, Orchards, Lands, Hereditaments, and Premises, are therein mentioned to be situate, lying, and being in the Parish of *Hasfield* aforesaid, and to be wholly exempt and discharged from the Payment of Tithes, to hold the same Premises, with the Appurtenances, unto the said *John Edmund Dowdeswell*, his Heirs and Assigns, to such and the same Uses, upon such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, and by, with, under and subject to such and the same Powers, Provisoes, Stipulations, and Agreements

Indentures of Lease and Release, dated 24th and 25th March 1823.

ments in every respect, as had been and were limited, expressed, provided, and declared of and concerning the Manor, capital and other Messuages, Lands, Hereditaments, and Premises in and by the said Will of the said *John Stone*, and thereby given and devised to the said *John Edmund Dowdeswell* and *John Broome*, their Heirs and Assigns, as therein and herein before is mentioned: And whereas by other Indentures of Lease and Release, dated respectively the Sixteenth and Seventeenth Days of *June* One thousand eight hundred and twenty-six, the Release being made or expressed to be made between *Josiah Tibbatts* Gentleman and *Margaret* his Wife of the First Part, *Sarah Mutlow* Widow of the Second Part, *Mary Tibbatts* Widow of the Third Part, the said *John Edmund Dowdeswell* of the Fourth Part, and *James Holbrook* Gentleman of the Fifth Part, in pursuance of certain Orders of the said Court of Chancery made in the said Cause of *Stone* versus *Dowdeswell*, and of the Master's Report made pursuant thereto, and of a certain Contract or Agreement in that Behalf, and in consideration of the Sum of Six hundred and five Pounds to the said *Josiah Tibbatts* paid by the said *Thomas Fulljames* with and out of the Rents and Profits of the said Trust Estate received by him in his Capacity of Receiver, in full for the absolute Purchase of the Lands and Hereditaments therein and herein after described, with the Appurtenances, and for the nominal and other Considerations therein mentioned, the said *Josiah Tibbatts* did grant, bargain, sell, release, and confirm, and the said *Sarah Mutlow* and *Mary Tibbatts* did respectively surrender and release, unto the said *John Edmund Dowdeswell*, his Heirs and Assigns, all that Close, Piece, or Parcel of Arable Land situate in *Hasfield* aforesaid, containing by Admeasurement Six Acres and Thirteen Perches, bounded as therein mentioned, and called by the Name of *Hobb's Hill*, and also all that Piece or Parcel of Land situate in *Hasfield* aforesaid, containing by Admeasurement One Acre and Twenty-four Perches, bounded as therein mentioned, and called by the Name of *Stock Orchard*, to hold the same Premises, with the Appurtenances, unto the said *John Edmund Dowdeswell*, his Heirs and Assigns, for ever, to the Uses, upon the Trusts, for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Limitations which in and by the said in part recited Will of the said *John Stone* are limited, expressed, and declared concerning the said Freehold Estates and Hereditaments thereby devised as aforesaid, or such or so many of them as were then subsisting or capable of taking effect: And whereas by an Indenture of Feoffment (with Livery of Seisin endorsed), bearing Date the Seventeenth Day of *November* One thousand eight hundred and twenty-six, and made or expressed to be made between *John Davis* of the said Parish of *Hasfield*, Farmer, of the First Part, the said *Thomas Fulljames* of the Second Part, and *John Crump* Gentleman of the Third Part, in consideration of the Sum of Fifty-five Pounds therein expressed to be paid by the said *Thomas Fulljames* to the said *John Davis*, in full for the absolute Purchase of the Plot, Piece, or Parcel of Land and Hereditaments therein and herein after mentioned, he the said *John Davis* did grant, bargain, sell, alien, enfeoff, and confirm unto the said *Thomas Fulljames* and *John Crump*, their Heirs and Assigns, all that Plot, Piece, or Parcel of Arable Land, containing by Admeasurement

Indentures of Lease and Release, dated 16th and 17th June 1826.

Indenture of Feoffment, dated 17th November 1826.

ment Two Roods and Twenty-eight Perches, or thereabouts, formerly Pasture Land, and called *Greensmead*, situate, lying, and being in an inclosed Parcel called *Hobb's Hill*, in the said Parish of *Hasfield*, bounded as therein mentioned, to hold the same, with the Appurtenances, unto the said *Thomas Fulljames* and *John Crump*, their Heirs and Assigns, for ever, to the Use of such Person or Persons, for such Estate and Estates, Interest and Interests, and to and for such Ends, Intents, and Purposes, upon such Trusts, and chargeable in such Manner as the said *Thomas Fulljames* should, by any Deed or Instrument in Writing, to be executed as therein mentioned, direct, limit, or appoint the same or any Part thereof; and in default thereof, and subject thereto, to the Use of the said *Thomas Fulljames* and his Assigns for his Life, with a Limitation to the Use of the said *John Crump* and his Heirs during the Life of and in trust for the said *Thomas Fulljames*, with Remainder to the Use of the said *Thomas Fulljames*, his Heirs and Assigns, for ever: And whereas the said last-mentioned Purchase Money or Sum of Fifty-five Pounds was not the proper Money of the said *Thomas Fulljames*, but was advanced and paid by him out of the Rents and Profits of the Trust Estate of the said *John Stone*, of which he was then the Agent and Receiver, and such Purchase was so made by the said *Thomas Fulljames* on the Behalf and for the Benefit of the Estate of the said *John Stone*, and of the Person or Persons entitled thereto under his said Will: And it is in and by the said Act of the Fourth and Fifth Years of the Reign of Her said present Majesty further recited, that the said *Edward Gresley Stone* intermarried with *Susanna Shepherd* Spinster on the Thirty-first Day of *May* One thousand eight hundred and twenty-nine, and that by an Indenture of Settlement made and executed previously to and in contemplation of such Marriage, bearing Date the Thirtieth Day of the same Month of *May*, and made or expressed to be made between the said *Edward Gresley Stone* of the First Part, the Reverend *Henry Shepherd* of *Langleys* near *Colnbrook* in the County of *Buckingham*, Doctor of Divinity, and the said *Susanna Shepherd*, then of the same Place, Spinster, (One of the Daughters,) of the Second Part, and *Charles Thorley*, then of *Colchester* in the County of *Essex*, Esquire, (since deceased,) *Richard Van Heythuysen*, then of *John Street*, *Bedford Row*, in the County of *Middlesex*, Gentleman, (since deceased,) *Henry John Shepherd* of *Beverley* in the County of *York*, Esquire, and *Charles Oldaker* of *Pershore* in the County of *Worcester*, Esquire, of the Third Part, he the said *Edward Gresley Stone*, pursuant to and in exercise of the Power or Authority to him in that Behalf given or limited by the said Will of the said *John Stone* deceased, did settle, limit, and appoint upon and unto the said *Susanna Shepherd*, in case the said then intended Marriage should take effect, and she should survive him, One annual Sum or yearly Rent-charge of Four hundred Pounds, to be issuing out of and chargeable upon all and singular the said Freehold Manors, capital and other Messuages, Tenements, Farms, Buildings, Lands, and Hereditaments, in the Counties of *Worcester* and *Gloucester*, devised by the said Will of the said *John Stone* as aforesaid, and to be payable and paid to her the said *Susanna Shepherd* and her Assigns for and during the Term of her natural Life, for her Jointure, and in full recompence, lieu, bar, and

Settlement on Marriage of Edward Gresley Stone with Susanna Shepherd, dated 30th May 1829.

satisfaction of her Dower and Thirds, as therein mentioned, and with the usual Powers and Remedies, by Distress and Entry, and Perception of Rents and Profits, for compelling and enforcing Payment thereof when in arrear; and that by the same Indenture of Settlement the said *Edward Gresley Stone*, in further pursuance and exercise of the Power or Authority given or limited to him for that Purpose by the said Will of the said *John Stone*, did limit and appoint all and singular the said Manors, capital and other Messuages, Tenements, Farms, Buildings, Lands, Tithes, and Hereditaments thereby charged with the said annual Sum or yearly Rent of Four-hundred Pounds, with the Appurtenances, unto the said *Henry John Shepherd* and *Charles Oldaker*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence and be computed from the Decease of the said *Edward Gresley Stone*, upon certain Trusts therein expressed and declared concerning the same Term, for the further and better securing and enforcing the due Payment of the said annual Sum or yearly Rent of Four hundred Pounds to the said *Susanna Shepherd* or her Assigns, when in arrear, as therein mentioned, and all Costs attending the same, and with a Proviso for Cesser of the said Term on Performance of the said Trusts: And whereas the said *Edward Gresley Stone* hath now Issue by the said *Susanna* his Wife Four Sons, (namely,) *Edward Henry Montague Stone*, *Edgar Gresley Stone*, *Richard John Thorley Stone*, and *William Harry Stone*, and no other Child: And whereas by Articles of Agreement, dated the Fourteenth Day of *October* One thousand eight hundred and forty-two, and made and entered into by and between the said *Edward Gresley Stone* of the one Part, and the said *Thomas Fulljames* of the other Part, the said *Edward Gresley Stone* agreed to sell to the said *Thomas Fulljames* (subject to the Approbation of the High Court of Chancery), for the Sum of Twenty-five thousand Pounds, the several Freehold, Copyhold, and Leasehold Estates and Hereditaments specified and set forth in the Schedule or Particular thereunder written, and also in the First Schedule to this Act, situate in the Parishes of *Hasfield*, *Ashleworth*, and *Corse*, in the said County of *Gloucester*, late the Estate of the said *John Stone* deceased, and being the whole of the Freehold, Copyhold, and Leasehold Estates and Hereditaments of him the said *Edward Gresley Stone* in the said Parishes of *Hasfield* and *Ashleworth* respectively, or either of them, (including the said Hereditaments comprised in the before-mentioned Indentures of the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and twenty-three, the Sixteenth and Seventeenth Days of *June* One thousand eight hundred and twenty-six, and the Seventeenth Day of *November* One thousand eight hundred and twenty-six,) and also all that Piece or Close of Land known by the Name of the *Lawn Piece* (divided), then in the Occupation of *Charles Clark*, in the Parish of *Corse* in the County of *Gloucester*, and rented or holden with a certain Farm called *Foscombe*, that Part in *Corse* containing Twenty-six Acres and Twenty-five Perches (more or less), together with the Manor of *Hasfield*, and all Timber and other Trees then standing on any Part of the said Hereditaments and Premises, and all Coppice and Coppice Woods, Mines, Minerals, and Quarries, and all Landlords Fixtures in or about the Buildings or any of them,

Agreement between Mr. Stone and Mr. Fulljames for the Sale to the latter of the Hasfield and Ashleworth Estate, and Orders in Chancery thereon, 14th Oct. 1842.

and all and singular other the Rights, Members, and Appurtenances thereto respectively belonging, subject nevertheless to the Land Tax and reserved Chief Rents charged upon or payable out of the same Estates, to the Quit Rents, Heriots (if any), Customs, and Services in respect of the several and respective Tenures thereof; and the said *Thomas Fulljames* thereby agreed to pay the said Purchase Money or Sum of Twenty-five thousand Pounds in manner therein stipulated: And whereas by an Order of the High Court of Chancery, bearing Date the Ninth Day of *December* One thousand eight hundred and forty-two, and made in the before-mentioned Cause, on the Petition of the said *Edward Gresley Stone*, it was ordered that it should be referred to Sir *George Rose*, the Master to whom the said Cause stood transferred, to inquire and state to the Court whether it would be fit and proper, and for the Benefit of all the Parties interested in the said Trust Estates, that the Agreement in the said Petition mentioned between the Petitioner *Edward Gresley Stone* and *Thomas Fulljames*, in the said Petition named, and hereinbefore in part recited, should be carried into effect, and whether the said Agreement was a beneficial Agreement; and it was further ordered that the said Master should also inquire and state whether it would be for the Benefit of the said Parties so interested as aforesaid that an Act of Parliament should be applied for, for the Purpose of effecting and carrying into execution the said Agreement between the said Petitioner *Edward Gresley Stone* and *Thomas Fulljames*, in the said Petition named, and for the Sale of certain other detached Parts of the said Trust Estates situate in the County of *Gloucester*, and if the said Master should be of that Opinion, then it was ordered that he should inquire and state to the Court what Powers it was proper to ask to have conferred by the Act: And whereas Sir *George Rose*, the Master to whom the said Petition was referred, by his Report, bearing Date the Twenty-fourth Day of *January* One thousand eight hundred and forty-three, certified that upon due Consideration of the said Agreement, and of the Evidences and Facts therein stated, he was of opinion that it would be fit and proper, and for the Benefit of all the Parties interested in the Trust Estates in question in the said Cause, that the said Agreement, dated the Fourteenth Day of *October* One thousand eight hundred and forty-two, should be carried into effect, and that it would be for the Benefit of the said Parties so interested as aforesaid that an Act of Parliament should be applied for, for the Purpose of effecting and carrying into execution the said Agreement between the said Plaintiff and the said *Thomas Fulljames*, and also for effecting the Sale of some further detached Lands and Hereditaments in the County of *Gloucester*, Part of the said Trust Estates, and for investing the Purchase Monies in more convenient Estates situate in the County of *Worcester*: And whereas by another Order of the said Court of Chancery, bearing Date the Twenty-fourth Day of *February* One thousand eight hundred and forty-three, it was ordered that the Master's said Report should be confirmed; and it was ordered that the Agreement in the said Report mentioned as bearing Date the Fourteenth Day of *October* One thousand eight hundred and forty-two, and made between the Petitioner and *Thomas Fulljames*, be carried into effect; and it was further ordered that the Petitioner be at liberty

liberty to apply for an Act of Parliament for the Purpose of effecting and carrying into execution the said Agreement between the Petitioner and the said *Thomas Fulljames*, and also for the Sale of certain other detached Parts of the said Trust Estates situate in the County of *Gloucester*: And whereas the said Master, by his further Report, bearing Date the Twenty-second Day of *April* One thousand eight hundred and forty-three, certified that he found by his separate Report, bearing Date the Twenty-fourth Day of *January* One thousand eight hundred and forty-three, that in his Opinion it would be fit and proper, and for the Benefit of all the Parties interested in the Trust Estates in question in the said Cause, that the said Agreement, bearing Date the Fourteenth Day of *October* One thousand eight hundred and forty-two, between the Plaintiff *Edward Gresley Stone* and *Thomas Fulljames*, should be carried into effect, and that the same was a beneficial Agreement, and that it would be for the Benefit of the said Parties so interested as aforesaid that an Act of Parliament should be applied for, for the Purpose of effecting and carrying into execution the said Agreement, and for the Sale of certain other detached Parts of the said Trust Estates situate in the County of *Gloucester*, and he had therefore proceeded to inquire what Powers it would be proper to ask to have conferred by the said Act, and the Draft of an Act of Parliament having been laid before him, he had perused and considered and did approve of the same as a proper Act to be applied for pursuant to the said Order, for the Purposes aforesaid, and he was of opinion that the Powers contained in the said Draft were such Powers as it would be proper to ask to have conferred by the said Act, and he had caused a Copy to be made of the said Draft Act of Parliament so approved as aforesaid by him, and in testimony of his Approbation thereof he had signed his Allowance thereof at the Foot of the said Copy: And whereas by another Order of the said Court of Chancery, bearing Date the Third Day of *November* One thousand eight hundred and forty-three, and made in before-mentioned Cause, on the Petition of the said *Edward Gresley Stone*, it was ordered that it should be referred back to Sir *George Rose*, the Master to whom the said Cause then stood referred, to review his said Report, dated the Twenty-fourth Day of *January* One thousand eight hundred and forty-three, and it was ordered that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of all the Parties interested in the Trust Estates in the Petition mentioned, that certain other detached Parts of the said Trust Estates, situate in the Parishes of *Chaceley*, *Staunton*, and *Eldersfield* in the County of *Worcester*, should be sold, and the Monies arising therefrom invested in the Purchase of more convenient Estates, lying nearer to the Family Mansion called *Chambers Court*: And whereas the said Master, by his further Report, bearing Date the Eighth Day of *December* One thousand eight hundred and forty-three, certified that it would be fit and proper, and for the Benefit of all the Parties interested in the said Trust Estates, that the said Agreement, dated the Fourteenth Day of *October* One thousand eight hundred and forty-two, between the said *Edward Gresley Stone* and *Thomas Fulljames*, should be carried into effect, and that the same was a beneficial Agreement, and he was also of opinion that it would be for the Benefit of the Parties so

interested

interested as aforesaid that the said detached Parts of the said Trust Estates situate in the said Parishes of *Chaceley*, *Staunton*, and *Eldersfield* in the County of *Worcester* (set forth by way of Schedule to his said Report) should be sold, and that the Monies arising therefrom should be invested in the Purchase of more convenient Estates lying nearer to the Family Mansion called *Chambers Court*, so that it would be for the Benefit of the Parties so interested as aforesaid that an Act of Parliament should be applied for, for the Purpose of effecting and carrying into execution the said Agreement between the said *Edward Gresley Stone* and *Thomas Fulljames*, and also for effecting the Sale of some further detached Lands in the said County of *Gloucester*, and also of the said detached Lands and Hereditaments in the said Parishes of *Chaceley*, *Staunton*, and *Eldersfield* in the said County of *Worcester* (mentioned in the Schedule to his said Report annexed), and for investing the Monies to arise from such respective Sales in the Purchase of other Estates nearer to and more convenient to be held with the said Family Mansion called *Chambers Court*: And whereas by another Order of the said Court of Chancery, bearing Date the Fifteenth Day of *December* One thousand eight hundred and forty-three, it was ordered that the said Master's said Report, dated the Eighth Day of *December* One thousand eight hundred and forty-three, should be confirmed, and it was ordered that the Plaintiff, *Edward Gresley Stone*, should be at liberty to apply for an Act of Parliament, as directed by the Order of the said Court of the Twenty-fourth Day of *February* One thousand eight hundred and forty-three, for the Purpose of effecting and carrying into execution the Agreement between the Plaintiff *Edward Gresley Stone* and *Thomas Fulljames*, in the said Order mentioned, and for effecting the Sale of some further detached Lands in the County of *Gloucester*, and also of the detached Lands and Hereditaments in the Parishes of *Chaceley*, *Staunton*, and *Eldersfield* in the County of *Worcester*, particularly mentioned and described in the Schedule to the Master's Report of the Eighth Day of *December* One thousand eight hundred and forty-three, and for investing the Monies to arise from such respective Sales in the Purchase of other Estates nearer to and more convenient to be held with the Family Mansion called *Chambers Court*: And whereas, inasmuch as the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, Your Majesty's most dutiful and loyal Subjects, the said *Edward Gresley Stone* and *Susanna* his Wife (on behalf of themselves and of the said *Edward Henry Montague Stone*, *Edgar Gresley Stone*, *Richard John Thorley Stone*, and *William Harry Stone*, their infant Sons and only Children), the said *John Edmund Dowdeswell*, the said *Henry John Shepherd*, the said *Charles Oldaker*, and the said *Thomas Fulljames*, do must 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 immediately after the passing of this Act all that the said Manor of *Hasfield* in the County of *Gloucester*, and also all and singular the Freehold, Copyhold, and Leasehold Messuages, Tenements, Cottages, Buildings, Farms, Lands, Woods, Coppices, Orchards, Gardens, and Hereditaments whatsoever late of the said *John Stone* deceased,

The Hasfield and Ashleworth Estates, and a Close in the Parish of

deceased, and now of the said *Edward Gresley Stone*, as Tenant for Life under his said Will, situate and being in the Parishes of *Hasfield* and *Ashleworth* in the said County of *Gloucester* (including the Hereditaments comprised in the said several Indentures of the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and twenty-three, the Sixteenth and Seventeenth Days of *June* One thousand eight hundred and twenty-six, and the Seventeenth Day of *November* One thousand eight hundred and twenty-six), and also a certain Piece or Close of Land containing Twenty-six Acres and Twenty-five Perches, and called or known by the Name of the *Lower Piece*, being Part of *Foscombe Farm*, in the Occupation of *Charles Clarke*, and situate in the Parish of *Corse* in the said County of *Gloucester*, all which Hereditaments and Premises are more particularly described in the First Schedule to this Act annexed, together with the Timber and other Trees now standing or growing thereon, and the Coppice and Coppice Woods and Underwood, Mines, Minerals, and Quarries, in or under the same, and all Landlords Fixtures, Rights, Royalties, Members, and Appurtenances thereto respectively belonging or appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, and of every Part and Parts thereof respectively, and all Term or Terms for Lives or Years now subsisting therein or in any Part thereof respectively, shall be vested in and settled upon, and the same are hereby accordingly vested in and settled upon, *Richard Edward Van Heythuysen* of *John Street*, *Bedford Row*, in the County of *Middlesex*, Gentleman, and *George Bayley* of *Brixton* in the County of *Surrey*, Esquire, their Heirs, Executors, Administrators, and Assigns respectively, according to the different Natures, Tenures, and Qualities of the same several Freehold, Copyhold, and Leasehold Estates respectively, freed and absolutely acquitted, exonerated, and discharged of and from all the Uses, Estates, Trusts, Entails, Limitations, Charges, Incumbrances, Powers, Provisoes, Terms of Years, Declarations, or Directions in and by or by virtue and means of the herein-before in part recited Will of the said *John Stone* deceased, or the said in part recited Indenture of Settlement of the Thirtieth Day of *May* One thousand eight hundred and twenty-nine, or either of them, or otherwise by the said *John Stone* deceased, or the said *Edward Gresley Stone*, or either of them, created, limited, charged, declared, or made of and concerning the same several Hereditaments and Premises, or any of them, or any Part or Parts thereof, but nevertheless upon trust and to the Intent that they the said *Richard Edward Van Heythuysen* and *George Bayley*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns respectively of such Survivor, do and shall, upon Payment by the said *Thomas Fulljames*, his Heirs, Executors, Administrators, or Assigns, of the said Purchase Money or Sum of Twenty-five thousand Pounds into the Bank of *England*, in manner herein-after directed, and upon such Certificate and Receipt being given for the same as herein-after mentioned, convey, surrender, and assign or otherwise assure and release all and singular the said Manor, Messuages, or Tenements, Cottages, Buildings, Farms, Lands, Woods, Coppices, Orchards, Gardens, Mines, Minerals, and other Hereditaments and Premises mentioned

Corse, comprised in the First Schedule to the Act, vested in Trustees, upon trust to convey the same to Mr. Fulljames, upon Payment of his Purchase Money of 25,000*l.* into the Bank.

mentioned and described in the First Schedule to this Act, and so herein-before vested and settled as aforesaid, with their and every of their Rights, Royalties, Members, and Appurtenances, unto and to the Use of the said *Thomas Fulljames*, his Heirs, Executors, Administrators, and Assigns respectively, according to the different Natures, Tenures, and Qualities of the same several Estates and Premises respectively, or unto such Person or Persons, and for such Uses, Estates, Intents, or Purposes, and in such Manner, as he or they shall direct or appoint in that Behalf, freed, acquitted, exonerated, and discharged as aforesaid, but, as to the said Copyhold or Customary Hereditaments, according to the Custom of the Manor or Manors whereof the same are respectively holden, and by and under the Rents, Suits, and Services therefore due and of right accustomed, and as to the said Leasehold Estates and Premises, whether for Lives or Years, subject to, by, with, and under the yearly and other Rents and Reservations, Covenants and Agreements, to which the same are now respectively subject or liable, and for and during all the Residue and Remainder of the several Terms for Lives and Years now to come and unexpired or subsisting therein respectively, or to be hereafter obtained therein upon any and every Renewal of the existing Lease or Leases thereof.

Estate comprised in the Second Schedule (being certain detached Estates in the County of Gloucester and Worcester) vested in the same Trustees, in trust to be sold.

II. And be it enacted, That from and immediately after the passing of this Act all such and so many of the several other Freehold, Copyhold, and Leasehold Messuages or Tenements, Cottages, Buildings, Farms, Lands, Woods, Coppices, Orchards, Gardens, Hereditaments, and Premises, situate, lying, or being in the said Counties of *Gloucester* and *Worcester*, late the Estate and devised or bequeathed by the herein-before in part recited Will of the said *John Stone* deceased, as are mentioned and described in the Second Schedule to this Act annexed, together with their and every of their Rights, Members, and Appurtenances, and all Timber Trees and Underwood growing thereon, and all Mines or Minerals in or under the same, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, and all and every Term or Terms for Lives or Years now subsisting therein or in any Part thereof respectively, shall be vested in and settled upon, and the same are hereby accordingly vested in and settled upon, the before-named *Richard Edward Van Heythuysen* and *George Bayley*, their Heirs, Executors, Administrators, and Assigns, according to the different Natures, Tenures, and Qualities thereof respectively, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Entails, Limitations, Charges, Incumbrances, Powers, Provisoes, Terms of Years, Declarations, and Directions in and by or virtue and means of the said in part recited Will of the said *John Stone* deceased, or the said Indenture of Settlement of the Thirtieth Day of *May* One thousand eight hundred and twenty-nine, or either of them, created, limited, charged, declared, or made of and concerning the several last-mentioned Hereditaments and Premises, or any of them, or any Part or Parts thereof respectively; but upon trust, nevertheless, and to the Intent and Purpose, that they the said *Richard Edward Van Heythuysen* and *George Bayley*, or the Survivor of them, or the

Heirs, Executors, Administrators, or Assigns respectively of such Survivor, do and shall, at such Time or Times after the passing of this Act as to them or him shall seem fit or expedient, make sale and absolutely dispose of the same several Freehold, Copyhold, and Leasehold Messuages or Tenements, Cottages, Buildings, Farms, Lands, Woods, and other Hereditaments and Premises hereby lastly vested in them the said *Richard Edward Van Heythuysen* and *George Bayley* as aforesaid, and described and comprised in the Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Fee Simple and Inheritance thereof, or Term or Terms for Lives or Years therein, respectively, as the Case may be, either by public Sale or private Contract, and in such Lots or Parcels, as may be deemed expedient, unto any Person or Persons who may be willing to become the Purchaser or Purchasers thereof or of any Part thereof respectively, for the best Price or Prices and most Money that can be reasonably had or gotten for the same, and upon such Terms, and under such Conditions, Stipulations, and Agreements, with respect to Title or otherwise, as they or he shall think fit, with full Power, Liberty, and Authority to buy in the same Hereditaments or any of them, or any Part or Parts thereof which may be offered for Sale at any Auction, and to resell the same at any future Auction or by private Contract, without being answerable for any Loss which may happen by such Resale, and upon Payment of the Money arising from the said Sale or Sales into the Bank of *England* in the Manner herein-after mentioned do and shall convey, surrender, and assign or otherwise assure the said last-mentioned Messuages or Tenements, Cottages, Buildings, Farms, Lands, Woods, and other the Hereditaments and Premises which shall be so respectively sold as aforesaid, with the Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their respective Heirs, Executors, Administrators, or Assigns, according to the different Natures and Tenures thereof respectively, or to or for such other Uses, Estates, Intents, or Purposes as he, she, or they shall direct or appoint in that Behalf, freed, acquitted, exonerated, and discharged as aforesaid, but as to the Copyhold and Leasehold Parts thereof respectively subject to such yearly Rent or Rents, Reservations, Covenants, Conditions, and Agreements, as the same may be then respectively subject or liable to.

Purchase Monies to be paid into the Bank, and reinvested in the Purchase of other Estates in the County of Worcester, to be settled to the same Uses.

III. And be it enacted, That the said Purchase Money or Sum of Twenty-five thousand Pounds shall be paid by the said *Thomas Fulljames*, 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 said *Thomas Fulljames*;" and that all and every the Sum and Sums of Money which shall arise from the respective Sales to be made in pursuance of this Act of the Hereditaments comprised in the said Second Schedule hereto shall be paid by the Person or Persons to whom such respective Sales shall be made into the Bank of *England*, in the Name and with the Privity of the said Accountant General, to be placed to his Account "*Ex parte*

"*Ex parte* the Purchaser or Purchasers of the Estate late of *John Stone* Esquire deceased;" and all such Payments into the Bank shall be respectively made pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four; and that as soon as may be after such Sum of Twenty-five thousand Pounds, and such other Sum or Sums of Money as last aforesaid, shall have been respectively paid into the Bank, as herein-before mentioned, the same respectively (after deducting such Costs, Charges, and Expences as are herein-after mentioned,) shall with all convenient Speed be laid out and invested, under and subject to the Direction of the said Court of Chancery, in pursuance of an Order or Orders for that Purpose, to be obtained upon a Petition to be preferred to the said Court in a summary Way by the said *Edward Gresley Stone* during his Life, and after his Decease by the Person or Persons who for the Time being would be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Hereditaments to be purchased in pursuance of this Act, if such Person or Persons shall be of the Age of Twenty-one Years, but if such Person or Persons shall be under that Age then by his, her, or their Guardian or Guardians, in the Purchase of Freehold, Copyhold, or Leasehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments situate in the County of *Worcester*, near or adjoining to and convenient to be held and enjoyed with the said Mansion House called *Chambers Court*, and to be approved of by the said Court of Chancery; and from and immediately after the making of such Purchase or Purchases the Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments so to be purchased, as well Freehold, Copyhold, and Leasehold, shall be respectively conveyed, surrendered, assigned, settled, and assured to, for, and upon the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Charges, Limitations, Powers, Provisoes, and Declarations, as the said several Freehold, Copyhold, and Leasehold Hereditaments and Premises comprised and described in the said Two several Schedules hereunto annexed respectively stood limited, settled, or assured under or by virtue of the said Will of the said *John Stone* deceased, or the said recited Indenture of the Ninth and Tenth Days of *December* One thousand eight hundred and fourteen, or the said Indenture of Settlement of the Thirtieth Day of *May* One thousand eight hundred and twenty-nine, or either or any of them, at the Time of the passing of this Act, or to, for, or upon, with, under, and subject to such and so many of the same Uses, Trusts, Intents, and Purposes, Charges, Limitations, Powers, Provisoes, and Declarations, as shall be then subsisting undetermined or capable of taking effect, or as would have been then subsisting and capable of taking effect therein respectively if this Act had not been passed.

Until Estates purchased the Money to

IV. And be it enacted, That as well the said Sum of Twenty-five thousand Pounds as also all other Sum and Sums of Money as shall be

be so paid into the Bank of *England* in the Name of the said Accountant General in manner herein-before directed, or so much thereof respectively as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs and Expences, according to the Direction herein-after contained, shall, in the meantime and until the same respectively shall be invested in the Purchase of Manors, Messuages, Farms, Lands, Tenements, or Hereditaments as aforesaid, be from Time to Time laid out by the said Accountant General, in his Name, in the Purchase of Bank Three Pounds *per Centum* Annuities, to the Credit of the Cause "*Stone* versus *Dowdeswell.*"

be invested in Bank Three per Cent. Annuities in the Cause of "Stone v. Dowdeswell."

V. And be it enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of any one of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank by the said *Thomas Fulljames* of the said Sum of Twenty-five thousand Pounds, and of the Payment into the Bank by the Person or Persons becoming the Purchaser or Purchasers of the several Messuages, Cottages, Farms, Lands, Tenements, and other Hereditaments and Premises comprised in the Second Schedule to this Act, and so hereby authorized to be sold as aforesaid, or of any Part or Parts thereof respectively, of his, her, or their Purchase Money or respective Purchase Monies, or any Part thereof, shall from Time to Time and at all Times thereafter be a good and sufficient Discharge and good and sufficient Discharges to the said *Thomas Fulljames*, his Heirs, Executors, Administrators, and Assigns, for the said Sum of Twenty-five thousand Pounds, and to such other Person or Persons so becoming the Purchaser or Purchasers of all or any Part or Parts of the said Hereditaments and Premises comprised in the said Second Schedule hereto, and to his, her, and their respective Heirs, Executors, Administrators, and Assigns, for the said respective Purchase Monies, or so much thereof for which such Certificate or Certificates, Receipt or Receipts, shall be respectively so given, and that upon filing such Certificate and Receipt, or such respective Certificates and Receipts as aforesaid, the said *Thomas Fulljames*, his Heirs, Executors, Administrators, and Assigns, and such other Person or Persons who shall become such Purchaser or Purchasers as aforesaid, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be and he and they is and are hereby absolutely and for ever freed, acquitted, and discharged of and from the said respective Purchase Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such respective Purchase Monies, or any Part thereof respectively, nor be bound or concerned to see to the Application thereof or any Part thereof respectively.

Certificate of Accountant General and Receipt of One of the Cashiers of the Bank to be a sufficient Discharge to Mr. Fulljames and the other Purchasers.

VI. And be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time, upon Petition in a summary Way, to make such Order or Orders as the said Court shall think fit, expedient, and reasonable for allowing, taxing, and settling all Costs, Charges, and Expences

Court of Chancery to make an Order for taxing the Costs.

Expences which have been or shall be incurred in preparing, obtaining, and passing this Act, and in making any Applications to the said Court in pursuance thereof, and in making and completing the respective Sales of the said Hereditaments and Premises described and comprised in the Two Schedules hereunto annexed, or any Part or Parts thereof respectively, and 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, Messuages, Farms, 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 all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall be so paid into the Bank by the said *Thomas Fulljames*, or by the other Purchaser or Purchasers as aforesaid, or out of the Monies arising by the Sale of the said Bank Annuities so to be purchased as aforesaid; and it shall be lawful for the said Court of Chancery from Time to Time to make such further or other Order or Orders in the Premises as the said Court shall think fit.

Rents and Profits, till Sales are completed, to be received by the Person or Persons so entitled.

VII. And be it enacted, That in the meantime and until such Sale or Sales shall be made as aforesaid of the Hereditaments and Premises comprised in the Second Schedule hereunto annexed, and so hereby authorized to be sold as aforesaid, they the said *Richard Edward Van Heythusen* and *George Bayley*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, shall from Time to Time permit and suffer the Rents and Profits thereof to be had, received, and taken by the Person or Persons who would respectively have been entitled thereto and ought to have received the same in case this Act had not been made.

Power to appoint new Trustees.

VIII. Provided always, and be it enacted, That in case the said *Richard Edward Van Heythuysen* and *George Bayley*, or either of them, or any Trustee or Trustees who shall be appointed in their or either of their Stead, as herein-after mentioned, shall die, or be desirous to be discharged from or shall refuse or decline or become incapable to act in the Trusts hereby created, or shall go to reside out of *Great Britain* before the said Trusts shall be fully performed and executed, then and in every such Case it shall and may be lawful to and for the said Court of Chancery, in a summary Way, on a Petition to be preferred by any Person or Persons who shall be a Trustee or Trustees for carrying this Act into execution, or by the said *Edward Gresley Stone* during his Life, and after his Decease by the Person or Persons who for the Time being shall be beneficially entitled under the said Will of the said *John Stone* deceased to the Possession or to the Receipt of the Rents and Profits of the Messuages, Lands, Tenements, or Hereditaments described and comprised in the Second Schedule to this Act annexed, or such of them as shall then remain unsold, if such Person or Persons shall be of the Age of Twenty-one Years, but if under that Age then by his, her, or their Guardian or Guardians, to appoint any Person or Persons,

to be named by the said Court, to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act, or going to reside out of *Great Britain* as aforesaid; and thereupon all the said Trust Estates hereby made saleable, or such of them as shall then remain unsold or unconveyed, 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 shall require, upon the same Trusts, and for the same Uses, Intents, and Purposes, as are herein declared of and concerning the said Estates hereby made saleable, or such of them as shall be then subsisting or capable of taking effect; and such new Trustee and Trustees shall to all Intents 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.

General Saving.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Edward Gresley Stone* and *Susanna* his Wife, their Heirs, Executors, and Administrators, and the said *Edward Henry Montague Stone*, *Edgar Gresley Stone*, *Richard John Thorley Stone*, and *William Harry Stone*, and the Heirs of their respective Bodies, and all and every other the Son and Sons of the Body of the said *Edward Gresley Stone* lawfully to be begotten, and the Heirs of their respective Bodies, and also all and every the Daughter and Daughters of the Body of the said *Edward Gresley Stone* lawfully to be begotten, and the Heirs of their several and respective Bodies, and also the said *James Davis Morris*, his Heirs, Executors, and Administrators, and the said *John Edmund Dowdeswell*, his Heirs, Executors, Administrators, and Assigns, and the Trustees or Trustee for the Time being of or acting under the said Will of the said *John Stone* deceased, and also the said *Henry John Shepherd* and *Charles Oldaker*, their Executors, Administrators, and Assigns, and the Trustees or Trustee for the Time being of the said Term of One thousand Years created by the said Indenture of Settlement of the Thirtieth Day of *May* One thousand eight hundred and twenty-nine, and all and every other Person or Persons claiming or to claim any Estate, Right, Title, Interest, Term, or Charge of, in, to, or upon the several Hereditaments mentioned or described in the Two several Schedules to this Act annexed, under or by virtue of the said recited Will of the said *John Stone* deceased, or the said Indenture of Settlement of the Thirtieth Day of *May* One thousand eight hundred and and twenty-nine, or either of them,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever, of, in, to, or out of the same several Hereditaments or any of them, and every or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

X. And

Act as printed by Queen's Printers to be Evidence.

X. And be it 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.

The

The FIRST SCHEDULE to which the foregoing Act refers.

All that the Manor of Hasfield, with the Rights, Members, and Appurtenances thereto belonging, in the County of Gloucester, and also all that Messuage, Farm, and Outbuildings called the Hill Farm, and the several Closes or Parcels of Land known by the Names of										
							A.	R.	P.	A. R. P.
Farmhouse, Outbuildings, Yards, Gardens, &c.						- - -	1	2	35	
Hill Orchard (divided)						Pasture, Orchard -	2	3	25	
Hill Ground						Pasture - -	6	3	2	
Calve's Ground						Pasture - -	4	1	39	
	A.	R.	P.							
Lower Salmon Field	15	3	35			Arable - -	22	3	25	
Upper ditto (between Hedges)	6	3	30			Arable - -				
Upper Salmon Field (adjoining Wood)	11	2	35			Arable - -	15	3	13	
Ditto (Birt's Piece)	4	0	18			Arable - -				
Windmill Field Piece, next the Road	12	2	30			Arable - -	28	2	8	
Ditto	10	2	18			Arable - -				
Ditto (further Part)	5	1	0			Arable - -				
Hither Cook Redding						Pasture - -	7	2	11	
Further Cook Redding						Pasture - -	7	2	26	
Stock's Piece						Arable, Orchard -	4	1	35	
The Nursery						Arable, Orchard -	0	2	5	
Peasland						Pasture - -	2	2	16	
Peasland Ground						Pasture - -	3	1	17	
Horse Hills						Pasture - -	12	3	24	
The Langet						Pasture, Orchard -	1	0	30	
Upper Mix Hill (divided)						Pasture - -	20	0	3	
Lower Mix Hill	6	1	18			Pasture - -	7	1	11	
Watkin's Orchard	0	3	33							
Remainder Low Mix Hill	2	2	5			Pasture - -	25	3	19	
Ram's Close	2	1	26							
Court Field	20	3	28							
The Ham (divided into Three Grounds)	51	0	36			Pasture - -	49	2	6	
Deduct sold to Mr. Fulljames	1	2	30							
Cow Leasow						Meadow - -	31	3	9	
Ox Leasow, being an Inclosure of Meadow Ground in Widdenham						Meadow - -	30	3	10	
In the Occupation of Joseph Lane.										288 3 9
Also those Three Closes or Parcels of Land:										
	A.	R.	P.							
In Winnall's	6	2	34			Meadow - -	11	3	35	
	3	0	10							
	2	0	31							
In the Occupation of Charles Clarke.										11 3 35

Also a Messuage or Tenement and Outbuildings in the Occupation of John Crump junior, and the several Closes or Parcels of Land known by the Names of		A. R. P.	A. R. P.	
The Lime-kiln Pieces (divided) - -	Arable, Part Orchard	19 0 2		
		A. R. P.		
Stone Quarry Ground - -	Pasture, Orchard -	2 0 4		
Close adjoining Stock's Piece -	Pasture, Orchard -	0 3 29		
Lime-kiln Ground - -	Pasture - -	1 0 35	5 1 30	
Close adjoining Lime-kiln Ground - -	Pasture, Part Orchard	1 1 2		
Close by Lower Field - -	Arable - -	1 0 31		
In Lower Field (divided) -	Arable and Pasture - - -	24 2 38	25 3 29	
Farm Buildings, Yards, &c. -		- - -		
	Pasture - -		4 0 0	
Broadwells - - -	Pasture -	3 1 7		
Orchard belonging to Messuage formerly occupied by John Beale - - -		1 1 4	5 0 30	
Messuage formerly occupied by John Beale - -	Orchards - -	0 2 19		
		5 2 12		
About - - -		1 0 0		
	Pasture - -	5 0 18	13 1 22	
About - - -		1 2 32		
About - - -		1 0 0		
Stockey Piece - -	about	0 2 26		
	Arable - -	3 1 7	4 3 33	
	Arable - -	0 2 28		
Hobbs's Hill - - -	Part Orchard -	5 3 0	6 1 28	
In Widdenham - - -	about Meadow - -		15 0 0	
				99 1 14
Also a Close or Parcel of Land in the Occupation of Henry Jennings,				
In Widdenham - -	about Meadow - -		20 1 15	
				20 1 15
Also the following Freehold Pieces or Parcels of Wood and Coppice now in hand, known by the Name of				
Winchcomb Hale - - -			5 2 11	
The Grove - - -			12 0 16	
Horse Hill Brake - - -	Woods and Coppices		3 0 19	
Mixhill Brake - - -			2 1 18	
				23 0 24
A Cottage and Garden in the Occupation of John Pain.				
A Cottage and Garden in the Occupation of John Matthews.				
Three Cottages and Gardens in the Occupation of William Parke and others - -	- - - -		0 2 23	
				0 2 23
	TOTAL FREEHOLD -			444 1 0

In the Parish of Ashleworth in the said County of Gloucester.

		A.	R.	P.	A.	R.	P.
All that Messuage, Farm, and Outbuildings called Foscomb Farm, and the several Closes or Parcel of Copyhold and Leasehold Land, known by the Names of							
Farmhouse, Outbuildings, Yards, and Garden	- - -			0	3	15	
Home Ground - - - -	Pasture - -			5	0	10	
Part of Brake - - - about	Pasture - -			8	2	9	
Brake Ground - - - -	Pasture - -			6	1	32	
Middle Ground (divided) - - -	Arable - -			14	3	33	
Meadow, Barn, &c. - - -	Pasture - -			6	3	14	
Square Ground - - - -	Arable and Coppice			5	0	28	
First Ploughed Ground - - -	Arable - -			4	3	4	
Second Ploughed Ground - - -	Arable - -			7	3	10	
Third Ploughed Ground, laid down -	Pasture - -			8	0	37	
An Allotment, Part of New Loon's Field -	Arable - -			14	2	6	
Further Ground - - - -	Arable - -			8	2	13	
Lackham Pool Meadow - - -	Meadow - -			8	2	6	
		A.	R.	P.			
Allotment, Part of Winnall's -		9	0	0			
Ditto - - -	Meadow - -	2	3	10	13	1	2
Ditto - - -		1	1	32			
An Allotment, Part of the Lawn		17	2	39			
Less sold off - - -	Pasture - -	1	3	32	15	3	7
An Allotment, Part of the Lawn - -	Pasture - -				2	0	4
Ditto - - - -	Pasture - -				13	3	4
In the Occupation of Charles Clarke.							145 0 34
All those Three Pieces of Wood or Woodland known by the Names of							
Foscomb Wood - - - -	Coppice - -				6	3	0
The Brake - - - -	Coppice - -				1	3	37
Part of the Brake - - about	Coppice - -				2	2	0
							11 0 37
In hand.							
All those Four Pieces or Parcels of Land, known by the Names of							
Little Foscomb Hill - - -	Arable - -				5	2	2
Green Street Ground - - -	Arable - -				3	3	3
Little Foscomb - - -	Arable - -				2	1	23
The Lane - - - -	Arable - -				0	1	16
In the Occupation of William Taylor.							12 0 4

In the Parish of Corse in the said County of Gloucester.

		A.	R.	P.				
All that Piece or Close of Land known by the Name of the Lawn Piece, being a Part of Foscomb Farm, and in the same Tenant's Occupation, viz. Charles Clarke,								
Allotment in Corse - -		34	1	25				
Part sold off by the late John Stone, Esq., to Mr. Colchester	Arable and Pasture	8	1	0	26	0	25	
								26 0 25
					TOTAL - ACRES			638 3 20

Josiah Castree.

The SECOND SCHEDULE to which the foregoing Act refers.

In the said Parish of Corse in the County of Gloucester.

All that Messuage, Farm, and Outbuildings now in the Occupation of William Hawkins, and the several Pieces or Closes of Land, known by the Name of		A. R. P.	A. R. P.	
Homestead, Garden, &c.	Pasture	2 2 28		
Home Ground	Pasture	3 2 14		
Lower Ground	Pasture	3 1 34 0 3 20	4 1 14	
Late Ferris's	Pasture	3 3 22		
Ploughed Hill (now subdivided)	Arable	25 2 8		
The Hill	Arable	18 2 26		
	Pasture	3 0 0		
			61 2 32	
All that Barn, Fold, and Yard, and the Field or Allotment of Land, now in the Occupation of William Fowler	Arable	22 0 30		
			22 0 30	

In the Parish of Upleadon in the County of Gloucester.

All that Messuage, Farm, and Outbuildings now in the Occupation of John White, and the several Closes or Parcels of Land known by by the Name of				
House, Garden, &c.	-	0 0 37		
Hearn's Orchard	Pasture	6 0 17		
Barn Field	Arable	5 1 6		
In Slade Field (Two Parcels)	Arable	0 3 23		
Ditto	Arable	0 1 23		
Pool Meadow	Pasture	2 0 10		
Bunthill and Brake	Arable	16 1 4		
Barrell's Top, in One	Meadow Pasture	3 0 18 3 3 31	7 0 9	
Hearn's Meadow	Meadow	1 3 0		
In Ham Meadow	Meadow	0 1 31		
			40 2 0	

In the Parish of Tewkesbury in the County of Gloucester.

All that Piece or Parcel of Meadow called the Oldbury, now in the Occupation of George Long	Meadow	5 3 4	5 3 4	

In the Parish of Walton Cardiff in the County of Gloucester.

All that Piece or Parcel of Land called the Bull Meadow, now in the Occupation of George Long	Meadow	11 1 15	11 1 15	

In the Parishes of Fiddington and Treddington in the County of Gloucester.

In FIDDINGTON:								
All that Messuage, Farm, and Outbuildings now in the Occupation of George Long, and the several Closes or Parcels of Land known by the Names of		A.	R.	P.		A.	R.	P.
The Homestead		2	0	10	Pasture	14	0	29
The Orchard		1	3	1				
Home Ground		9	3	28				
The Forty Acres		0	1	30				
Nut Croft					Pasture	7	1	22
New Leaze					Pasture	4	1	8
Smith's Shop and Cottage						0	0	22
Rough Close					Pasture	2	0	19
Sand Pits	now in One				Pasture	5	2	25
Inclosure adjoining	now in One				Pasture	1	3	19
Double Cottage and Gardens						0	3	13
Allotment in Rudgeway					Arable	22	3	9
West End of Knight's Leys					Pasture	3	0	20
In Rudgeway					Arable	25	1	21
The Leys					Meadow	9	1	9
In Rudgeway Field					Arable	7	0	2
In ditto, open to ditto					Arable	21	1	26
Granary Field					Arable	33	3	15
Shareland					Arable	5	2	22
Ditto					Pasture	2	3	16
Ditto					Pasture	2	1	29
Ditto					Pasture	7	0	2
Ditto					Pasture	2	2	28
In Rudgeway Field					Arable	43	0	15
In TREDDINGTON:								
In Furzen Field, homeward Side					Arable	9	2	0
In - ditto - farther Side					Arable	9	0	0
The Brake						2	0	0
The Brake, late Knight's					Arable	6	3	4
								250 1 15

In the Parish of Chaceley in the County of Worcester.

All that Close or Piece of Land known by the Name of Chaceley Ham, now in the Occupation of Henry Jennings	Meadow			7 2 37

In the Parish of Staunton in the County of Worcester.

All that Messuage, Farm, and Outbuildings now in the Occupation of and the several Closes or Parcels of Land known by the Name of						
The Homestead, &c.					0	2 27
Calve's Close	Pasture				0	3 0
Lower Orchard	Pasture				2	1 31
Home Field	Arable				6	3 38
Old House Orchard	Arable				3	1 27
Pool Close	Pasture				0	3 12
Old House Ground	Pasture				4	1 19
Broom Field	Pasture				3	2 20
Ox Pasture	Arable				4	1 5
Holly Bush Field	Arable				6	1 7
Hill Field	Arable				6	3 5
Birchley (Two Parcels)	Arable				6	0 1
Leadon Meadow	Meadow				2	0 1
Birchley (Three Parcels)	Arable				1	0 36
						49 2 29

In the Parish of Eldersfield in the County of Worcester.

		A.	R.	P.	A.	R.	P.
All that Messuage, Farm, and Outbuildings called Dunshill Farm, and the several Closes or Parcels of Land known by the Names of							
The Homestead, &c.	-	1	1	6			
Little Ground	Pasture	3	0	20			
Farmer's Hill	Pasture	8	1	31			
The Lot Ground	Arable	4	3	11			
Great Ground	Pasture	12	3	16			
Orchard and Rick-yard	Pasture	4	0	15			
Cinquefoil Hill	Arable	3	3	26			
The Great Dean	Arable	13	2	5			
Linken Ground	Pasture	2	0	5			
Little Swallow Dine	Arable	2	0	30			
Tibber's Croft	Pasture	5	2	20			
Green Croft	Pasture	1	0	22			
Ditchley Ground	Pasture	3	0	22			
Palmer's Meadow and late Lamb's Bit	Pasture	3	2	22			
Palmer's End and Barn	Arable	3	1	14			
Beggar's Land	Pasture	0	2	34			
In Linkhill	Arable	6	3	29			
In Swallow Dine Field	Arable	2	0	31			
In Short Croft Field	Arable	5	1	25			
In Broadley Field	Arable	15	2	27			
In Little Dean Field	Arable	0	2	10			
In Haw Field	Arable	7	0	28			
In Barrow Dine Field	Arable	0	3	18			
In Burley Meadow	Meadow	1	1	2			
In Man Meadow	Meadow	1	2	22			
In Grove Meadow	Meadow	5	0	1			
In the Occupation of Henry Jennings.					120	2	12
	TOTAL - ACRES				569	3	14

Josiah Castree.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1844.