

## Thomas Shrawley Vernon 1825

This is the last Will and Testament of me Thomas Shrawley Vernon late of Sheepcote in the Parish of Bromsgrove in the county of Worcester but now of The Hill in the parish of Astley in the same county Esquire. I give and devise unto my eldest son Thomas Taylor Vernon all that piece of land called Hough Croft situate at Tilley in the Parish of Wem In the county of Salop and now or late in the occupation of Thomas Griffiths and all those my fee from chief and other rents issuing out of diverse Manor Lands, Tythes and other hereditaments in the said county of Salop to hold to my said son Thomas Taylor Vernon his heirs and assigns forever and whereas under and by virtue of an Indenture of bargain and sale dated on or about the 27th day of April 1819 and made and expressed to be made between me the said Thomas Shrawley Vernon and Elizabeth my wife of the first part John Phillips Esquire of the second part William Houseman Gentleman of the third part Francis Fladgate of the fourth part Sir Anthony Lechmore Baronet and William Wall Esquire of the fifth part and Coningsby Norbury Gentleman of the sixth part and duly enrolled in the High Court of Chancery and common recovery suffered pursuant thereto in the Court of Common pleas at Westminster in Easter Term 1819 wherein I and my said wife were vouched divers Manors advowsons messuages lands and other hereditaments situate and being in the said county of Worcester therein particularly described are and stand conveyed limited and assured subject as to certain capital and other messuages lands cottages and other hereditaments situate in Hanbury and Dodderhill in the county therein described to the life estate thereby limited or restored? to the said John Phillips therein and also subject to certain other charges or incumbrances therein mentioned To the use of me the said Thomas Shrawley Vernon and my assigns during my natural life and from and after my decease and subject as to certain Messuages or Tenements and Farms situate in Feckenham and Dodderhill in the said county therein described to an annual sum or yearly Rent charge £500 during the joint living of my said wife and the said John Phillips and an annual sum or yearly rent charge £700 after the decease of the survivor of me and the said John Phillips during the life of my said wife thereby limited to the said Coningsby Norbury his executors administrators and assigns upon certain trusts by way of indemnity to himself and themselves as therein mentioned and subject theretofore the benefit of my said wife and her assigns and to the powers and remobits thereby given and a term of ninety nine years thereby limited. For enforcing payment of the same annual sums or yearly rent charges to the use of such person or persons for such estate and estates intents and purposes and with under and subject to such power provisoes declarations and agreements as I the said Thomas Shrawley Vernon by any such deed or writing as therein mentioned or by my last Will and Testament in reciting or any Codicil or Codicils thereto to be by me signed and published in the prescence of and attested by those or more witnesses shall from time to time direct limit or appoint and in default of such direction limitation or appointment as to such part or parts of the said Manors. Advowsons messuages lands and other hereditaments to which the same if incomplete shall not extend to upon and for the uses trusts and purposes and with and subject to the powers and provisoes therein declared and contained of and concerning the same for the several benefits of my sons and daughters successively? and their respective issue in a court/ course?of strict settlement Now my Will is and pertinent? to and by virtue and in exercise of the power and authority to me by the said Indenture of bargain and sale of the 27th day of April 1819 and the said common recovery suffered pursuant thereto for this purpose given or limited as hereinbefore mentioned and by virtue of all other powers and authorities and in respect of all rights and interests whatsoever in me vested or

enabling me in this behalf I do by this my last Will and Testament in writing by me signed and published in the presence of and attested by the three persons whose names are intended to be the number written as witnesses in that behalf make the following dispositions that is to say I give appoint and devise unto Sir Christopher Sydney Smith of Eardiston in the said county of Worcester Baronet and Abraham Turner of Kidderminster in the same county Esquire their executors administrators and assigns all that the advowsons right of patronage and presentation of in and to the **Rectory and Parish Church of Shrawley** in the said county of Worcester being part of the hereditaments comprised in the before written Indenture and Common Recovery To hold the same unto the said Sir Christopher Sydney Smith and Abraham Turner their executors and assigns for the term of ninety nine years to be computed from my decease and thenceforth next ensuing and fully to be complete and ended if my son John Vernon shall so long live upon trust to present my said son **John to the Rectory and living** when and as soon as the same shall become vacant after my decease if he shall then have taken Priests Orders and be otherwise by Law capable of holding the said living and when and so soon as my said son John shall have been duly presented and inducted to the said Rectory and living my will is that the said term of ninety nine years shall cease determine and be void and I give appoint and devise unto my said son John and his assigns from and after my decease in the meantime until he shall be duly presented and inducted to the said **Rectory of Shrawley** or shall depart this life which shall first happen one annual sum or yearly rent charge of one hundred pounds of lawful British money to be charged upon and yearly issuing and payable out of all that messuage or tenement and farm situate and being in the several parishes of Dodderhill, Hanbury and Hadzor in the said county of Worcester commonly called or known by the name of Huntingdrop now in the holding of John Wall his undertenants or assigns at the yearly rent of Two hundred and fifty pounds being other part of the hereditaments comprised in the before recited Indenture and commonly recovery and be paid by equal half yearly payments on the 25th day of March and the 29th day of September in every year the first half yearly payment thereof to be made on such of the same days as shall next happen after my decease and my Will is and I hereby further appoint and declare that my said son John and his assigns shall have usual power from time to time of distraining upon the said messuage or tenement and farm hereby charged with the payment the said annual sum or yearly rent charge of hundred selling the distress and distresses there taken as in the case of rent service in arrear for recovery of the said annual sum or yearly rent charge of one hundred pounds and all costs and expenses attending such distress and sale as aforesaid if the same annual sum or yearly rent charge or any half yearly payment thereof shall be unpaid by 21 days or more after either of the day's hereby appointed for payment of the same and I ratify and confirm the said successive annual sums or yearly rent charges of £500 and £700 by the before recited Indenture limited to the said Coningsby Norbury his executors administrators and assigns for the benefit of my wife aforesaid and I give appoint and devise all that **Estate called The Woodhouse situate and being in the parish of Shrawley** in the said county of Worcester late in the occupation of the Reverend Samuel Wharton being other part of the hereditaments comprised in the before writed Indenture and common recovery together with the capital messuage or **Mansion House now erecting thereon and the several cottages gardens and lands adjoining or contiguous thereto and lately purchased by me and lately purchased from (missing?) Pipmont?and wife and ( missing again?) Hope and Clife unto my said wife Elizabeth Vernon** and her assigns during her life without impeachment of or for any maintenance of wasteland from and after her decease my will is that the last mentioned cottages gardens and lands shall go and be held together with the said Estate called **The Courthouse and the Capital messuage or Mansion House erecting thereon to upon and for the uses tends? Intents and purposes and with and subject to the powers and provisos declared and contained of and**

**concerning the said Estate called The Woodhouse by the said Indenture of the 27th day of April 1819 or such of than as shall be then subsisting** and capable of taking effect and I give and devise the permit? accordingly and pursuant to and not virtue and in exercise of the said powers and authorities to me by the said Indenture of the 27th day of April 1819 and the said Common Recovery suffered pursuant thereto for the purpose given or limited and by virtue of all other powers and authorities and in respect of all rights and interests enabling me in this behalf I do hereby give appoint and devise unto the said Sir Christopher Smith and Abraham Turner and their heirs all that Manor or Lordship of Kington in the county of Worcester aforesaid with its rights members and appurtenances and all that the advowson and right of patronage and presentation of in and the Rectory and Parish Church of Kington aforesaid and all that messuage or Manor House and Farm in the Parishes of Kington aforesaid and Dormstone in the said county of Worcester now or late in the holding of the executors of William Baker Junior deceased their undertenants or assigns at the yearly rent of £118 and all that messuage or tenement and farm in the parish of Kington aforesaid now or late in the executors of William Baker Senior deceased their undertenants or assigns at the yearly rent of £160 and all that Water Corn Mill with the messuage or dwelling house and lands thereto belonging in the parish of Kington aforesaid now or late in the holding of Robert Baker his undertenants or assigns at the yearly rent of £30 and all that messuage or tenement with the garden and lands thereto belonging in the parish of Kington aforesaid now or late in the holding of Elizabeth Burford her undertenants or assigns at the yearly rent of £6.10 and all that messuage or tenement and farm in the the parish of Kington aforesaid commonly called or known by the name of the Cockshut Farm now or late in the holding of Edmund Mountford his undertenants or assigns at the yearly rent of £39 and all that piece or parcel of newly enclosed land in the parish of Kington aforesaid now or late in the late holding of William Matthews his undertenants or assigns at the yearly rent of 4sh and also all those the tithes and tenths of corn grain and hay issuing out of or part of the Rectory of Kington aforesaid and also all those several yearly rents issuing out of several lands and tenements in Kington , North Piddle and Bishampton in the said County of Worcester part or parcel of or belonging to the said Manor of Kington amounting together to 93sh and all that the Manor of Wick Episkopi otherwise Bishops Wick with the rights members and appurtenances in the said County of Worcester and all that capital messuage Farmhouse and farm called Wick Farm situate lying and being in Wick aforesaid in the parish of St John Bedwardine in the said County of Worcester now or late in the holding of Thomas Smith his undertenants or assigns at the yearly rent of £550 and all those several pieces or parcels of land situate in Wick in the parish of St John in Bedwardine aforesaid now or late also in the holding of the said Thoma Smith his undertenants or assigns at the yearly rent of £4.4sh and all that piece or parcel of land meadow or pasture land in Wick in the parish of St John in Bedwardine aforesaid called Wickfords Close late in the holding of Joseph Smith his undertenants or assigns at the yearly rent of £4. 4sh and all that messuage or dwelling house with the garden and lands thereto belonging situate in Wick in the parish of St John in Bedwardine aforesaid now or late in the holding of Sandys Lyttleton Esquire together with other lands hereafter mentioned his undertenants or assigns at the yearly rent together of £40 and all that capital messuage or tenement and farm situate at Wick in the parish of St John in Bedwardine aforesaid now or late in the holding of William Morton his undertenants or assigns at the yearly rent of £281.14sh and also all those several pieces or parcels of situate at Wick in the parish of St John in Bedwardine aforesaid now or late also in the holding of the said William Newton his undertenants or assigns at several rents amounting together to the sum of £18.7sh and all those several pieces or parcels of land situate in Wick in the parish of St John in Bedwardine aforesaid now or late in the holding of the Representation of George Smith deceased their undertenants or assigns for the remainder of a term of ninety nine years

at the yearly rent of £4.10sh and all those several messuages or cottages gardens orchards lands and hereditaments situate and being in Wick in the parish of St John in Bedwardine aforesaid and in the parish of Powick adjoining and now or late in the several tenures or occupations of Penelope Price , Ann Holt, Joseph Powell, Thomas Davis Stallard, Joseph Hodges, Joseph Best, Sarah Reynolds, Thomas Sefton, John Mills, Richard Doughty, William Perkins, Thomas Cox, Joseph Wheeler, William Parlour, John Hundley, John Pickernell, James Clarke, Elizabeth Price, John Collins, Elizabeth Bill, Henry Brand, William Morton, Elizabeth Sanders, Charles Clarke, the widow Stackwood, and Thomas Nicholson their respective undertenants or assigns at the and under several yearly reserved rents amounting together to the yearly sum of £27.5sh.6d and all that piece or parcel of land situate in Wick in the parish of St John in Bedwardine aforesaid now or late in the holding of Thomas Smith at the yearly rent of £3 and all that piece or parcel of land called Sanders Garden and Close situate in Wick in the parish of St John in Bedwardine aforesaid and now or late in the holding of the said Sandys Lyttleton and all those several pieces or parcels of land situate in Wick in the parish of St John in Bedwardine aforesaid and now or late in the holding of the said Thomas Smith at the several yearly rents £16 and £6 and all those fee and chief rents issuing out of and charged and chargeable upon diverse farms lands and tenements within the Manor of Wick aforesaid amounting together to the yearly sum of £10. 3sh. 111/2d and all other rents chief rents and fee farm rents issuing out of and payable for any messuages lands or tenements in Kington , North Piddle, Bishampton, and Wick otherwise Wick Episkopi Otherwise Bishops Wick in the County of Worcester aforesaid and all Courts Leet and Courts Baron View of Frankpledge and what to view of Frankpledge belonged he in Kington and Wick Episkopi otherwise Bishops Wick aforesaid and all that the the impropriate Rectory or parsonage or donative of Dormstone in the county of Worcester and the parsonage house Chapel Glebe lands Tithes offerings tenements and hereditaments to the said impropriate Rectory or Chapel or Donative belonging formerly in the holding of John Barnes and now late together with the farm and lands next hereinafter mentioned in the holding of John Baker his undertenants or assigns at the yearly rent of £130 and all that messuage or tenement and farm in the parish of Dormstone and Kington in the county of Worcester aforesaid now or late in the holding of the said John Baker his undertenants or assigns and all that fee farm rent of £59.12sh. 1/2d yearly issuing out of and payable for the Manor of Brendon in the said County of Worcester and all that messuage or tenement and farm in the parish of Abbott's Morton in the said county of Worcester now or late in the occupation of Thomas Angel at the yearly rent of £66 and all that messuage or tenement and farm in the parish of Bromsgrove in the county of Worcester aforesaid commonly called or known by the name of Lickeys End now or late in the holding of the executors of John Butler deceased at the yearly rent of £50 and all that Close piece or parcel of Meadow or pasture land containing by admeasurement 14 acres 3roods and 8 perches or thereabouts in the parish of Bromsgrove aforesaid commonly called or known by the name of Reighkeys now or late in the holding of Robert Lucas his undertenants or assigns at the yearly rent of £48 and all that messuage or tenement and farm in the parish of Hadzor In the County of Worcester aforesaid commonly called or known by the name Outwood otherwise the Deau? now or late in the late in the holding of John Lewis his undertenants or assigns at the yearly rent of £105 and all that messuage or tenement and farm in the parish of Upton Warren in the county of Worcester aforesaid called Durban's now or late in the holding of James Frances his undertenants or assigns at the yearly rent of £156 and all that the messuage or tenement and farm in the parish of Upton Warren aforesaid called Berry Lane now or late in the holding of William Hyde his undertenants or assigns at the yearly rent of £50 and all that messuage or tenement and farm in the parish of Upton Warren aforesaid now or late in the holding of Thomas Powell his undertenants or assigns at the yearly rent of £8.8sh all which said Manors

advowsons impropriate Rectory donative messuages farms land and other hereditaments are other parts the hereditaments comprised in the before recited Indenture and Common Recovery and also all that messuage farm and lands situate and being at Claines Astwood in the Parish of Claines aforesaid now in the occupation of Thomas Stanton or his undertenants which I hold under a Lease for the three lives from the Lord Bishop of Worcester with the rights members and appurtenances thereto respectively belonging and all the other messuages farms lands and tenements hereditaments and Real Estate whatsoever of me the said Thomas Shrawley Vernon in the several counties of Worcester and Warwick whereof or wherein I have by Law or in Equity a power to dispose and not compromised in the before writed Indenture and Common Recovery to have and to hold the Manors advowson impropriate Rectory donative messuages farms lands and other hereditaments and premises last hereby appointed and devised and every part thereof unto and to the only use of them the said Sir Christopher Sydney Smith and Abraham Turner their heirs and assigns according to the respective terms and legal qualities thereof upon and for the several trusts interests and purposes following that is to say as to the said advowson of the Rectory and Parish Church of Kington and the said donative of Dormstone Upon Trust to present my said son John to the said Rectory of Kington and collate him to the said donative of Dormstone when and as soon as the same shall respectively become vacant after my decease if he shall then have taken priests orders and be otherwise by law capable of holding the same provided always and my will is that in case the said Rectories of **Shrawley** and Kington and donative of Dormstone or any of them shall become vacant after my decease before my said son **John** shall have taken priests orders and be otherwise by law capable of holding the same then I authorise and direct my said Trustees or the survivor of them their or his heirs executors administrators or assigns respectively to take and not such means with respect to the actual vacancies as will secure as early avoidances as possible of the same Rectories and donative in favour of jimmy said son **John** after he shall become capable of holding the same and as to all and singular the Manors advowson impropriate Rectory Donative Messuages Farms Lands and other hereditaments and premises last hereby appointed and devised subject as to the same advowson and donative to the Trust hereinbefore declared thereof in favour of my said son **John** upon trust that they the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them their or his heirs or assigns do and shall within six calendar months next after my decease by and out of the rents issues and profits of the same Manors and other hereditaments and premises or by Mortgage or sale of the same Or any part thereof but with such consent as to any sale as hereinafter mentioned levy and raise the sum of £20,000 of lawful British money with interest for the same at the rate of 4 pounds percent per annum from my death and all costs, charges and expenses attending the raising the same and apply and dispose of the same sum and interest for the purposes and in a manner hereinafter directed provided always and my will is that that no sale shall be made of all or any part of the said Manors and other hereditaments and premises last hereby appointed and devised for the purpose of raising the said sum of £20,000 and interest or any part thereof without the consent in writing of my eldest son **Thomas Taylor Vernon** or other the person or persons for the time being entitled in possession under the limitations of the said Indenture of the 27th day of April 1819 if such person or persons shall be of full age provided also and my will further is that the receipts in writing of the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them their or his heirs or assigns shall be sufficient and effectual discharge or discharges to any mortgages or mortgagee or mortgages, purchaser or purchasers of all or any part of the said Manors and other hereditaments and premises last hereby appointed and devised for his her or their mortgage or purchase money or monies or so much thereof respectively as shall be thereby acknowledged to be received and that the same mortgagee or purchaser or purchasers his her

or their heirs executors admors or assigns shall not afterwards be answerable or accountable for the loss misapplication or be in anywise obliged or concerned to see to the application of the money in such receipt or receipts acknowledged to be received or any part thereof and my will further is that from and after the raising and payment of the said sum of £20,000 and the interest thereof and the costs charges and expenses of raising the same the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them their or his heirs and assigns do and shall convey limit and assure all and singular the Manors advowsons impropriate Rectory donative and fee simple and life hold messuages farms lands and other hereditaments and premises last hereby appointed and devised or such part or parts thereof as shall not have been sold and disposed of for purposes aforesaid and subject to any mortgage or mortgages which may have been made of the same or any part thereof for the same purposes and also subject as to the said advowson of the Rectory and Parish Church of Kington and the said donative of Dormstone to the trusts hereinbefore declared thereof respectively for the benefit of my said son John and to any of them or other legal Estate which they or he may think proper to limit or create for the performance of the last mentioned Trusts to upon or for the uses trusts intents and purposes and with and subject to the powers and provisoes declared and contained of and concerning the said Manors advowson impropriate Rectory donative and fee simple messuages farms lands and other hereditaments by and in the said Indenture of the 27th Apr 1819 or such of the same uses trusts intents and purposes powers and provisoes as shall be them subsisting undetermined or capable of taking effect and my will is and I hereby declare that the said Sir Christopher Sydney Smith and Abraham Turner their heirs administrators and assigns shall stand and be possessed of and interested in the said sum of £20,000 hereinbefore directed to be raised as aforesaid and the intent thereof upon and for the several trusts intents and purposes following that is to say as to the sum of £3,000 part of the said sum of £20,000 and the interest thereof in trust to pay the said sum of £3,000 and the interest to the trustees in the settlement made on the marriage of **my daughter Lucy with the late Robert Boulton Waldron Esquire** or other the person or persons entitled to receive the same under such settlement in discharge of the like sums which I hereby Covenanter should be paid by my heirs executors or administrators within six months after my death for the portion of my said daughter **Lucy** and as to the further sum of £3,000 other part of the said sum of £20,000 and the interest thereof in trust to pay the same sum of £3,000 and interest unto **my daughter Theophania Vernon** her executors administrators or assigns for her and their absolute benefit to whom I give bequeath the same accordingly and as to the sum of £4,000 further part of the sum of £20,000 and the interest thereof in trust to pay the sum of £4,000 and interest unto **my son George Croft Vernon** his executors administrators or assigns for his and their absolute benefit to whom I give and bequeath the same accordingly and as to the sum of £1,000 further part of the said sum of £20,000 and the interest thereof in trust to pay the same sum of £1,000 and interest unto my son **John Vernon** his executors administrators and assigns for his and their absolute benefit to whom I give and bequeath the same accordingly and as to the further sum of £3,000 other part of the said sum of £20,000 and the interest thereof upon trust to lay out and invest the same sum of £3000 in the names or name of them the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of of them their or his executors administrators or assigns in some of the public stocks or Parliamentary Funds of Gt Britain or upon Real Security in England to be from time to time altered and varied as they or he shall think proper and their or his receipt in reciting to be sufficient discharges for the same sum and the investments thereof so much thereof or shall from time to time be paid up and upon trust to pay the interest or dividend and annual produce of the same sum of £3,000 or of the stock funds and securities whereon the same shall be so invested for and during the life of **my daughter Mary Houseman the wife of William Houseman** unto her the said Mary Houseman or such

person or persons and for such purposes as she shall from time to time when and as the same or any part thereof shall become due but not but not by way of assignment charge or other anticipation thereof direct or appoint free from the debts and control of the said William Houseman or any her future or any her future husband for which purpose it is my will that the receipts in reciting of her the said Mary Houseman or such her appointee or appointees as aforesaid shall notwithstanding her coverture be effectual discharges for the said interest dividends and annual produce or any part thereof and from and after the decease of the said Mary Houseman My Will is that the said last mentioned sum of £3,000 and such stocks funds or securities whereon the same may be invested shall go and be held by due trust for all and every the children and child of the said Mary Houseman who shall attain the age of twenty one years or in the instance of a daughter or daughters shall marry under it to be divided between and among such children if more than one in equal shares and proportions and their respective executors administrators and assigns and if there shall be but one child then the whole of the last mentioned Trust sum Stocks fund and securities to be in trust for such one child his or her executors administrators or assigns and if there shall be no child of the said Mary Houseman who shall attain the age of twenty one years or being a daughter shall marry under it then from and after the decease of Mary Houseman and such want or failure of issue as aforesaid the last mentioned trust sum stocks funds and securities shall go and be held on trust for such person or persons for such intents and purposes and with subject to such power provisoes and declarations as the said Mary Houseman by her last Will and Testament or any Codicil or Codicils thereto to be by her signed and published in the presence of two or more witnesses shall from time to time notwithstanding her said present or any future coverture direct or appoint and in default of any such direction or appointment or so far as the same if incomplete shall not extend In trust for the executors or administrators of the said Mary Houseman as part of her personal estate and as to the future sum of £3,000 other part of the said sum of £20,000 and the interest thereof upon trust to lay out and invest the sum of £3,000 in the names or name of them the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them their or his executors administrators or assigns in some of the public stocks or Parliamentary funds of Gt Britain or upon Real Security Jin England to be from time to time altered and varied as they or he shall think proper and their or his receipts in reciting to be sufficient discharges for the same sum and the investments thereof or so much thereof as shall be from time to time be paid up and upon trust during the life of **my son Edward Vernon** to pay the interest or dividends and annual produce of the same sum of £3,000 or of the stock funds or securities whereon the same shall be invested unto or permit the same to be received by the said Edward Vernon or his assigns for his and their benefit and as to the last mentioned trust sum of £3,000 and the stocks funds or securities whereon the same may be invested from and after the decease of the said Edward Vernon on trust for all and every or such out or more exclusively of the other or others of the child or children of the said Edward Vernon lawfully to be begotten and of the issue of any of the same child or children who shall be part of this life in the lifetime of the said Edward Vernon leaving issue then then living at such age or respective ages in such manner and if more than one in such shares and proportions as the said Edward Vernon by any deed or deeds writing or writings with or without power of reparation to be by him sealed and delivered in the presence of two or more witnesses or by his last Will and Testament in writing to be by him signed and published in the presence of two or more witnesses shall direct and appoint and for the want of such direction or appointment or so far as the same if incomplete shall not extend InTrust for all and every the children or child of the said Edward Vernon lawfully to be begotten who shall attain the age of twenty one or in the instance of a daughter or daughters who shall marry under it to be divided between and among such children if more than one in equal sharesand proportions and their respective executors

administrators and assigns and if there shall not but one such child then the whole of the last mentioned trust sum of £3,000 and the stocks funds and securities whereon the same may be invested to be in trust for such one child his or her executors administrators or assigns and if there shall be no child or other issue of the said Edward Vernon who shall become absolutely entitled to the last mentioned trust for the executors or administrators of or the said Edward Vernon as pert of his personal estate provided always and my will is that it shall and may be lawful to and for the said Sir Christopher Sydney Smith and Abraham Turner and the survivor of them or his executors administrators and assigns at any time or times after the decease of the said Mary Houseman as to the said trust sum stocks funds and securities hereinbefore disposed of in favour of her and such her child or children as aforesaid and at any time or times after the decease of the said Edward Vernon as to the said trust sum stocks funds and securities hereinbefore disposed of in favour of him and such his child or children or isn't as aforesaid or in the lifetime of each of them respectively with his or her consent in writing and as to the said Mary Houseman notwithstanding her coverture to levy and raise any part or parts of the portion or portions intended to be hereby provided for such child or children or other issue of the said Mary Houseman and Edward Vernon respectively as aforesaid not exceeding in the whole for any one such child or other issue one moiety or equal half part thereof of his or her eventual portion of or in the said several trust sums funds and promises notwithstanding the same shall not then have become vested or payable and to apply the money so to be raised for the preferment advancement or benefit of such child or children or other issue in such manner as the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them his executors administrators or assigns shall in their or his discretion or with consent as aforesaid as the case may be think fit provided also and it is my will that the said Sir Christopher Sydney Smith and Abraham Turner their executors administrators and assigns do and shall from and after the decease of the said Mary Houseman as to the said trust sum stocks funds and securities hereinbefore disposed of in favour her and such her child or children as aforesaid and after the decease of the said Edward Vernon as to the said trust sum stocks funds and securities hereinbefore disposed of in favour of him and such his child or children or issue as aforesaid by and out of the interest dividends and annual produce of the said several last mentioned trust sums stocks funds and securities pay and apply for the maintenance and education of the child or children or other issue for the time being of the said Mary Houseman and Edward Vernon respectively who shall be eventually entitled to a provision under the several trusts or powers aforesaid in the meantime and until his her or their eventual portion or portions of the said several last mentioned trusts sums funds and provisions shall become vested such yearly sum or sums of money not exceeding the amount of the interest and annual produce of the same portion or portions as the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them the executors administrators and assigns shall think fit and do and shall accumulate and improve the residue if any of the said dividends interest and annual produce after answering the last mentioned purposes by investment thereof and of the produce there from in their or his name or names in some of such public stocks or upon such real securities as aforesaid for the benefit of such child or children or other person or persons as under the Trust of my Will shall become absolutely entitled to the principal trust monies Stocks funds or securities or such part or parts thereof from the interest dividends and annual produce of which accumulations shall have proceeded and as to the sum of £3,000 residue of the said sum of £20,000 and the interest thereof upon trust in case the capital message or Mansion House which I am now erecting on the said Estate **called Woodhouse** and hereinbefore devised to my said wife shall not be completely erected and finished fit for habitation at the time of my decease and I shall not then have removed to and taken up my residence in the same then and in such case but not otherwise to advance and pay to my said wife either the whole of the last



mentioned sum of £3,000 and interest or such part or parts thereof as the said Sir Christopher Sydney Smith and Abraham Turner or the survivor of them their or his executors administrators or assigns shall in their or his sole discretion think necessary to enable her my said wife to complete and finish fit for habitation the same capital messuage or Mansion House and to finish the same only if the same capital messuage or Mansion House shall be finished fit for habitation at my death but shall not then have removed thereto and to be applied for such purpose accordingly under the direction of my said trustees for the time being and if any surplus shall remain of the last mentioned sum of £3,000 after answering the purpose aforesaid then such surplus shall constitute and be congas part of my personal Estate provided always and my will is that in case the said Capital messuage or Mansion House now erecting the said Estate called the Woodhouse shall be completely erected and fit for habitation at the time of my decease and I shall then have removed to and taken up residence in tha same then and in such case the last mentioned sum of £3000 and interest shall not be raised out of the said Manor and other hereditaments and premises last hereby appointed and devised but the sum of £17,000 and interest only shall be raised instead of the sun of £20,000 and interest u dear the trusts hereinbefore declared and I give and bequeath unto my said wife for her absolute benefit all the household goods and furniture pictures, prints, plate, linen, wearing apparel, glass, china, carriages, (?), wines, liquors, household stores and provisions, corn, grain, hay, cattle, farming stock and utensils, implements of husbandry and all other my live and dead stock whatsoever which I shall die possessed of and also I give and bequeath to my said wife all that capital messuage or Mansion House called called The Hill whereon I now reside and the la d occupied by me therewith and which I now hold by lease with other ladies do therein me under Moses Harper Esquire and all the unexpired term and interest which I shall have therein at my death and I give and bequeath the remainder of the lands comprised in such lease and which I underlet to ...?.....Cooke to my eldest son Thomas Taylor Vernon for al, the unexpired term and interest I shall have thereon at the time of my decease he paying the entire rent for the whole of the premises compromised in such lease from time to time as it shall become due it being my will and meaning that my wife shall hold and enjoy the Mansion and land I occupy therewith freed and discharged from all rent whatsoever and I also give and bequeath all my books and all the rest and residue of my monies securities for money goods and chattels and other personal estate and effects whatsoever not hereinbefore given or disposed of and which shall remain after satisfying my debts and funeral and Testamentary expenses and the rent from time to time to become due to the said Moses Harper unto my said Son Thomas Taylor Vernon his executors administrators and assigns for his and their own benefit and I appoint **my said wife Elizabeth and my son Thomas Taylor Vernon and George Croft Vernon Executrix and Executors of this my Will** and I declare that I have not made any provision by this my Will **for my said son William Vernon** because I have already provided for him provided always and I do hereby declare that if the trustees hereby appointed or either of them or any trustees or trustee be appointed in the stead or place of them or either of them or any future Trustees or Trustee as hereinafter mentioned shall die or go to reside beyond the seas or shall be desirous of being discharged from or decline or become incapable to act in the several trusts hereby in them repared? respectively as as aforesaid by the said trusts shall be fully performed then and in such case it shall and may be lawful to and for the surviving or continuing Trustee if any whether such surviving or continuing Trustee shall be willing to act in other respects or not or if all the Trustees for the time being shall be then dead then for the executors or administrators of the surviving Trustee but with the consent in writing of the said Thomas Taylor Vernon or other the person or persons for the time being entitled in possession under the limitations of the said Indenture of the 27th day of April 1819 if such person or persons shall be of full age by any writing or writings under his or their hand and

seal or hands and seals from time to time to nominate institute or appoint any other person or persons to be Trustees or Trustee in the stead or place of the Trustees or Trustee so dying or going to reside beyond the seas or being desirous of being discharged or declining or becoming incapable to act as aforesaid and thereupon all the Trust Estates monies and premises comprised in or arising under the Trusts of this my Will and the purposes whereof shall then remain unsatisfied shall with all convenient speed be conveyed assigned and transferred respectively so and in such manner that the same shall and may be legally and effectually vested in the surviving or continuing Trustee or Trustees and such new or other Trustee or Trustees or if there shall be no continuing Trustee then in such new a Trustee Only upon the same Trusts and with the same powers and authorities as are hereinbefore declared and contained of and concerning the same Estates monies and premises or such of the same Trusts powers and authorities as shall or may be then subsisting or capable of taking effect and it is my will that my Trustees for the time being and every of them and their respective heirs executors administrators and assigns shall be severally charged and chargeable only for such monies as they shall actually receive respectively by virtue of the Trusts hereby in them reposed although they or any of them may give sign or join in any receipt or receipts for the sake of conformity and that each of them shall only be answerable for himself and his own acts and that none of them shall be answerable for any Banker Broker or other person with whom any part of the Trust monies to arise under this my Will shall or may be deposited nor for the insufficiency or deficiency of and security in or upon which the said Trust monies or Stock or any part thereof shall be placed out or invested nor for any defect of Title in any hereditaments to be taken in mortgage as aforesaid nor for any other misfortune or loss in the execution of the Trusts of this my Will or any of them unless the same shall happen by or through their own wilful default respectively and that it shall and may be lawful to and for my Trustees or Trustee for the time being and every of them to retain to and reimburse themselves and to allow their or his co Trustee by or out of the Trust estates funds and premises comprised in or to arise under this my Will all costs damages and expenses which they or any of them shall or may suffer disburse or incur in or about the execution of the aforesaid Trusts or any of them or in relation thereto and Lastly I hereby revoke all former and other Wills Codicils and Testamentary dispositions whatsoever by me made In witness whereof I have to this my last Will and Testament contained in 17 sheets of paper whereof to the first 16

sheets thereof set my hand and to this the 17th and last sheet thereof my hand and seal this 14th day of April in the year of our Lord 1824 **Thomas Shrawley Vernon Signed** sealed published and declared by the said Testator Thomas Shrawley Vernon as and for his last Will and Testament in the presence of us who in his presence and in the presence of each other have hereunto subscribed our names as witnesses

*E Isaac, S Swan, Bank Worcester, Con Norbury Droitwich*

**Proved in London 19th December 1825 before the Judge by the oaths of Elizabeth Vernon widow the relict and Thomas Taylor Vernon Esquire and George Croft Vernon Esquire the sons the Executors to whom admon was granted being first sworn ( by Common) duly to administer**