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Marriage Settlement Indenture 22 April 1811

between Keeling Freeman 1788- of Trinity College Oxford sof Joseph Freeman of Pedmore Worcs
and Louisa Domville 5thdof Charles Pocklington ass Domville of Santry House Dublin - at Cheltenham

Kingswinford, Himley Shutend Pattingham Staffs. Sedgley. Olton End Solilull Warwick

Richard Keeling 1688-1766

Steward to Lord Dudley and Ward sof William Keeling/Eleanor Gibbons

bp 5 Nov 1688 Sedgley Staffs d 31 May 1766 Summerhill bur 6 Jun 1766 Kingswinford, Staffs Will 25 May 1766
m 23 Sep 1710 Patience Hodgetts 1685-1772 of Shutend Staffs at Pattingham Staffs

1 William 1711-

2 Patience 1712-1778

3 **John Keeling** 1713-1783 of Summerhill, Kingswinford bp 18 Jul 1713 d 17 Oct 1783 bur 25 Oct 1783

Will 16 Oct 1783 trustees nephews Thomas Dudley of Alton End Warwick & Rev John Dudley of Himley Staffs

Joseph Freeman, Pedmore 1..John Freeman b1787 2.Keeling Freeman b1788 3.Joseph Freeman 1794-1853 Rev

4 **Hannah Maria Keeling** 1717-1790 d 23 Jan 1790 aged 73 sister and co-heir of John

m **Thomas Dudley** 1716-1758 b 8 July 1716 Sedgley sof Edward Dudley/Ann Fellow

1 Richard 1750-

2 Charles 1752-

3 **Thomas Dudley** 1749-1825 of Shutt End, Kingswinford b 1 Oct 1749 Tipton Staffs

m 27 Jun 1776 Elizabeth Bree 1752- Olton End Solilull Warwick

1 Edward Eev 1777-1858

2 Charles 1779-1816 d 37yrs 18 Jan 1816 Java

3 Elizabeth 1781-1833

4 Hannah Maria 1783-1859

5 Robert 1784-1856

6 Jane 1785-1861

7 Sophia 1788-

4 **John Dudley** 1750-1830 of Himley Staffs no kids b 16 Sept 1750 Tipton Staffs d 31 May 1830 Himley

Matric 11 Jul 1769 Christ Church Oxford graduated B.A 1773 M.A 1776 Rector of Himly and Broome

5 Edward 1750-

6 Hannah Maria 1752-1817

5 **Anne Keeling** 1718-1784 left £40 to the poor of her parish upon her death

m **William Dudley**

1 Anne Dudley

2 William Dudley

3 Richard Dudley

6 Diane Keeling 1723-1775

Boulogne Feb 28th 1818

My Dear Sir

I duly received the £100 for which I am much obliged to you. In regard to **Fearn's & Holts** Annuities supposing we should obtain the small fund would you deem it advisable to pay them off under present circumstances? **Henry Domville** wrote to me and also to my wife since tho we had both explained the matter to him that he would not sign the power of attorney until I had fulfilled my marriage contract of placing in the hands of the trustees the sum I had settled on his sister and that **Messrs Farrer and Atkinson** said I might and ought to have done it previous to marriage

Being eminent solicitors why did not they insist on the property being transferred before the Settlement was signed The first is that **Mr Atkinson** was the only person I met with **Mr Brettell** said. After hearing from **Mr Brettell** the state of John and the younger children **Mr Aktinson** was fully satisfied. **Mr Brettell** also signified to **Mr Atkinson** that in confidence he might read any documents and also that **Joseph** was at that time under age, of course a transfer would not be made. I will thank you to see **Mr Atkinson** on this matter as it is much better **Mr Farrer** to 1 with **Henry Domville** than me and **Holt** who is an Irish barrister will perhaps be more peremptory.

My father expressly desires me to ask you to make my Will which I 2 in 3 and with my desire you will do forthwith. You know my property on contingencies better than myself and I wish my children to share alike. Also I wish **my father, my mother, John and Joseph my two brothers** to be sole guardians of my children. I am My dear Sir, yours most sincerely **K. Freeman**

Perhaps in this letter I ought to express my name in full as **Keeling Freeman**, excuse my infamous ink and paper. Since finishing this I have found I have written on a sheet of paper on which I was beginning to write to another person pray excuse this. The **Pollucks**? dined with us on Sunday last - they are nice boys 4 healthy and spirited. They 5 for 6 at Easter.

Subscribed To **Messrs Wainwright & Smith**, Holborn Court, Grays Inn, London. To **Mr Smith**, England

On the 31st May 1820 admon with the Will or Testamentary Schedule annexed of the goods chattels and credits of the **Rev'd Keeling Freeman** late of Sidmouth in the county of Devon but at Boulogne in France clerk deceased was granted to the **Rev'd Joseph Freeman** the younger, clerk the uncle and curator or guardian lawfully assigned to **Keeling Freeman, Charles Joseph Freeman** and **Louisa Caroline Freeman** spinster respectively infants the natural and lawful children and the Universal Legatees named in the said Will for the use and benefit of the said infants and until they or one of them shall attain the ages of 21 years having been first sworn duly to administer An Interlocutory Decree having been first made and interposed for the force and validity of the said Will or Testamentary Schedule as by Acts of Courts appear

(margin note)

On the 15th of August 1830 admon (with the Will or Testamentary Schedule annexed) of the goods chattels and credits of the **Reverend Keeling Freeman** late of Sidmouth in the county of Devon but at Boulogne in France clerk dec'd was granted to **Charles Joseph Freeman** esquire the son and as such one of the Universal Legatees named in the said Will having been first sworn by 7 8 duly to administer the Letters of Admon with the said Will or Testamentary Schedule annexed of the goods of the said dec'd heretofore granted to the **Reverend Joseph Freeman** clerk the younger, the uncle next of kin and curator or guardian lawfully assigned to **Keeling Freeman** the said **Charles Joseph Freeman** and **Louisa Caroline Freeman** spinster then infants the natural lawful and only children and as such the Universal Legatees named in the said Will for their use and benefit and until one of them should attain the age of 21 years having 9 and 10 by reason of the said **Charles Joseph Freeman** having attained that age an Interlocutory Decree having been formerly first made and interposed for the force and validity of the said Will or Testamentary Schedule no exor' being named in the said Will as by Acts of Court appeared

(PROB 11/1629)

Louisa Caroline Freeman
re Reverend Keeling Freeman

Proxy Dated 19th December 1819

Whereas there is now depending undetermined in judgement in the Prerogative Court of Canterbury a certain cause or business of proving in solemn form of law the pretended last Will and Testament or Testamentary Schedule of the **Reverend Keeling Freeman** late of Sidmouth in the county of Devon afterwards at Boulogne in France contained as alleged in a letter or paper writing bearing date the 28th day of February in the year 1818 which suit is promoted and brought by **Keeling Freeman, Charles Joseph Freeman** and **Louisa Caroline Freeman** infants the natural and lawful children of the said deceased acting by the **Reverend Joseph Freeman** clerk (the younger) the uncle and curator or guardian assigned for the purpose of the said suit against me the undersigned **Louisa Freeman** the lawful widow and relict of the said deceased

And whereas a certain Allegation bearing date the 19th day of May last with an exhibit thereto annexed in which the aforesaid paper bearing date the 28th day of February 1818 is pleaded and propounded as and for the true and original last Will and Testament or Testamentary Schedule of the deceased hath been given in and admitted on the part and behalf of the aforesaid infants and a decree hath issued under seal of the aforesaid Court calling upon me the undersigned **Louisa Freeman** to give in my personal answers thereto by virtue of any corporal oath

And whereas it hath been agreed by the proctor retained on behalf of the said infants acting as aforesaid that on the admissions hereinafter setforth being made on my part and behalf that I the said **Louisa Freeman** shall not be called upon to give in my personal answers on oath to the matters and things in the said Allegation pleaded and setforth but that my said answers shall be waived?

And whereas I did by virtue of a certain special proxy bearing date the 8th day of February last under my hand and seal duly executed by me authorise empower and appoint **George Buckton** of Doctors Commons London notary public one of the Procurators General of the Arches Court of Canterbury to appear and defend the said cause on my part and behalf and did give him certain powers and authorities as in the said proxy (which hath been exhibited in the said cause) reference being thereto here will more fully appear

Now know all men by these presents that I the said **Louisa Freeman** widow (without revoking the proxy by me as aforesaid executed or any of the powers or authorities by me thereby given to the above named **George Buckton**) for divers good causes and considerations are thereunto especially x do (provided the proctor of the aforesaid infants acting as aforesaid shall waive the giving in of my personal answers on oath to the aforesaid Allegation and exhibit given in and admitted in the said cause on the part and behalf of the said infants) in addition to the powers and authorities by me heretofore given authorize and empower the said **George Buckton** if he shall see fit so to do or in his absence any other proctor of the said Court for him to appear before the Right Honorable **Sir John Nicholl** knight doctor of laws master keeper or commissary of the Prerogative Court of Canterbury his surrogate or any other competent judge in this behalf and admit and confer

That the **Reverend Keeling Freeman** the party in this cause deceased was on or about the 28th day of February in the year 1818 residing at Boulogne in France and was on the said day of perfect sound mind memory and understanding and fully capable of making and executing his last Will and Testament or of doing any other serious or external act of that or the like nature requiring thought judgement and reflection and that the very letter or paper writing pleaded and exhibited in this cause on the part and behalf of the aforesaid **Keeling Freeman, Charles Joseph Freeman** and **Louisa Caroline Freeman** as and for the last Will and Testament or Testamentary Schedule of the said deceased and (beginning and ending as in the said Allegation is pleaded and setforth) and that the name "**K. Freeman**" thereto set and subscribed and also the words "perhaps in this letter I ought to express my name in full" and the name "**Keeling Freeman**" to such addition set and subscribed and likewise the superscription "**To Messrs Wainwright & Smith** Holborn Court Grays Inn London, To **Mr Smith**, England" on such letter or paper superscribed were and are all of the proper handwriting subscription and superscription of the **Reverend Keeling Freeman** clerk the party in this cause deceased

And also further to admit and confess that on the 13th day of March in the said year 1818 the said **Keeling Freeman** continued of sound mind memory and understanding and that the whole body series and contents of the paper writing or exhibit marked B to the said Allegation annexed and which purports to be and contain an original letter written and addressed by the said **Keeling Freeman** (the party in the said cause deceased) to "**Mr Smith** no 14 Grays Inn Holborn London" and which begins ends and is subscribed and superscribed as in the 9th Article of the said Allegation is pleaded and setforth was and is

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all of the proper handwriting subscription and superscription of the said **Keeling Freeman** the party in this cause deceased

And to the end that this my proxy shall have its due effect in law I do authorise and empower the said **George Buckton** or in his absence any other proctor of the said Court for him to appear before the master keeper or commissary aforesaid and exhibit the same and pray and procure the same to be admitted and enacted and generally to do perform and execute all and whatsoever may be needful in the premises on my part and behalf promising hereby to ratify confirm and allow for valid all and whatsoever my said proctor hath done may do or may cause to be lawfully done in the premises as also all powers and authorities by me heretofore given and granted to him

In witness whereof I have hereunto set my hand and affixed my seal this 19th day of December in the year of our Lord 1819

Signed sealed and delivered
(being first duly stamped)
in the presence of us

}

Louisa Freeman

X B Lea Winchlesea

Thomas Auchmuty of Brienstown, co Longford, Ireland now of Brook Cottage, Charlton Kings, Gloucestershire

(PRO 37/373)

Allegation 19th May 1819
re Reverend Keeling Freeman

On the 19th day of May 1819 a business of proving in common terms of law the last Will and Testament or Testamentary schedule of the **Reverend Keeling Freeman** late of Sidmouth in the county of Devon but afterward of Boulogne in France clerk deceased contained in a letter or paper writing bearing date the 28th day of February 1818 promoted by **Keeling Freeman, Charles Joseph Freeman and Louisa Caroline Freeman** spinster infants the natural and lawful children of the said deceased the Universal Legatees named in the said Will acting by the **Reverend Joseph Freeman** the younger clerk, their uncle and curator or guardian lawfully assigned for the purpose of this suit against **Louisa Freeman** widow the relict of the said deceased

(signed) **Toller**

(signed) **Buckton**

On which day **Toller** in the name and as the lawful proctor of the said **Keeling Freeman, Charles Joseph Freeman and Louisa Caroline Freeman** spinster infants acting by the said **Reverend Joseph Freeman** the younger clerk their said uncle and curator or guardian lawfully assigned and exhibited the true and original last Will and Testament or Testamentary Schedule of the said **Reverend Keeling Freeman** clerk the party in this cause deceased contained in the letter or paper writing now remaining in the Registry of this Court beginning thus "Boulogne February 28th 1818 My dear Sir I duly received the £100 for which I am much obliged to you In regard to Fearn's and Holt's annuities supposing we should obtain the small fund" and ending thus "I wish my children to share alike also I wish my father, my mother, John and Joseph my two brothers to be sole guardians of my children. I am my dear Sir yours most sincerely" and being thus subscribed "**K Freeman**" and having an addition written in the words following "Perhaps in this letter I ought to express my name in full" and thus subscribed "**Keeling Freeman**" with a postscript thereto and having the following superscription or address thereon "To Messrs **Wainwright & Smith** Holborn Court, Grays Inn, London To **Mr Smith** England" and under that denomination and by all better and more effectual ways means and methods that may be most beneficial for his said part did say allege and in law articulately propound as follows to wit

- 1st That the said **Reverend Keeling Freeman** clerk the testator in this cause died on or about the 29th day of March in the year 1818 at Boulogne in France leaving behind him the said **Louisa Freeman** widow his relict and the said **Keeling Freeman, Charles Joseph Freeman and Louisa Caroline Freeman** spinster his natural and lawful and only children now respectively infants and that he the said deceased at all times entertained and expressed a great regard and affection for his said children. And this was and is true public and notorious and so much the said **Louisa Freeman** the party in this cause doth know and in her conscience believes and hath confessed to be true and the party proponent doth allege and propound everything in this and the subsequent Articles of this Allegation contained jointly and severally
- 2nd That in and by a certain Indenture of three parts bearing date the 22nd day of April in the year 1811 made between the said **Reverend Keeling Freeman** clerk the testator in this cause by his then name and description of **Keeling Freeman** esquire of the first part the said **Louisa Freeman** widow the party in this cause by her then name and description of **Louisa Domville** spinster of the second part and **Compton Domville** esquire the **Reverend Henry Barry Domville** clerk and **Henry Perkins** esquire of the third part it is recited that a marriage was then intended to be shortly had and solemnized between the said **Keeling Freeman** and **Louisa Domville** spinster and that under the Will of **John Keeling** esquire deceased the said **Keeling Freeman** having attained the age of 21 years had a vested interest in a moiety or some other portion of an accumulating fund of £52,905. 2s. 9d three per cent Consolidated Bank Annuities standing in the name of the Accountant General of the High Court of Chancery and that the said **Louisa Domville** spinster being entitled in her own right to the sum of £11,678. 16s. 8d four per cent Bank Annuities its was agreed between the said parties to the said Indenture that the sum of £13,333. 6s. 8d part of the said **Keeling Freeman's** portion of the said accumulating fund of £52,905. 2s. 9d three per cent Consolidated Bank Annuities and also the sum of £9,200 part of the said **Louisa Domville's** said sum of £11,678. 16s. 8d four per cent Bank Annuities should be respectively transferred into the names of the said **Compton Domville** esquire, **Reverend Henry Barry Domville** clerk and **Henry Perkins** esquire upon the trusts and for the intents or purposes therein after mentioned and declared concerning the same and the party proponent doth further allege and propound that the said Indenture was duly executed by the said **Keeling Freeman** and **Louisa Domville** on or about the day of the date thereof and that the said intended marriage was shortly afterwards duly had and solemnized between them And this was and is true public and notorious and the party proponent doth allege and propound as before
- 3rd That in supply of proof of the premises in the next preceding Article mentioned and to all intents and purposes in the law whatever the party proponent doth exhibit and hereto annex and prays to be here be read and inserted and taken as part and parcel hereof a certain parchment writing marked with the letter A and doth allege and propound the same to be and contain the original Indenture of Settlement made

previous to and in contemplation of the marriage of the said **Keeling Freeman** the testator in this cause with the said **Louisa Freeman** widow then **Louisa Domville** spinster in the next preceding Article mentioned that all things were so had and done as in the said cause is contained and under the trusts of the said Settlement the said **Louisa Freeman** by surviving the said **Keeling Freeman** her husband hath become entitled to the whole of the property so settled and assigned for and during her natural life and that **Keeling Freeman** and **Louisa Domville** spinster therein mentioned and whose names are subscribed to the same as parties thereto and **Keeling Freeman** the testator in this cause and **Louisa Freeman** widow the relict of the said deceased the party in this cause who and are the same persons and not divers and this was and is true public and notorious and the party proponent doth allege and propound as before

- 4th That the said **Reverend Keeling Freeman** the testator in this cause in the year 1816 became greatly embarrassed in his circumstances by having granted various annuities one of which was to a person named **Fearn** and another to a person named **Holt** and by having contracted other debts to a large amount. That in or about the month of August 1816 the said deceased consulted and advised with **Mr Thomas Ritchings Smith** of Grays Inn who with his partner **Mr John Wainwright** were then and for many years previous thereto acting on behalf of the said deceased as his solicitors in a suit in the Court of Chancery relative to the Will and property of the aforesaid **John Keeling** esquire deceased concerning the state of his the said deceased's pecuniary affairs and the said deceased under the advice of his solicitor in the month of June 1817 went and resided at Boulogne in France in order that arrangements might be made with his creditors and he continued to reside at Boulogne aforesaid from that time until his death and whilst at Boulogne he the said deceased frequently corresponded in a confidential manner with the said **Thomas Ritchings Smith** in relation to his affairs and this was and is true public and notorious and the party proponent doth allege and propound as before
- 5th That during the time the said **Reverend Keeling Freeman** the testator in this cause resided at Boulogne as aforesaid and previously he was dissatisfied with the conduct of his wife the said **Louisa Freeman** and of her family and he communicated such his dissatisfaction to the said **Thomas Ritchings Smith** and he the said deceased frequently expressed his determination never to commit the care or guardianship of his children to his said wife or to that effect and this was and is true public and notorious and the party proponent doth allege and propound as before
- 6th That the said **Reverend Keeling Freeman** the testator in this cause whilst he was residing in France as aforesaid being of sound and disposing mind memory and understanding and having a mind and intention finally to settle his affairs and make his last Will and Testament in writing and thereby to make a better provision for his said children who during the lifetime of their mother in the event of her surviving him would otherwise be not sufficiently provided for but which by then was provided for by the Marriage Settlement and also to appoint his father and mother together with his two brothers to be the sole guardians of his said children did on or about the 28th day of February in the year 1818 with his own hand write the very letter or paper writing pleaded and exhibited in this cause on the part and behalf of the said **Keeling Freeman**, **Charles Joseph Freeman** and **Louisa Caroline Freeman** his the said deceased's infant children as and for the last Will and Testament or Testamentary Schedule of the said deceased and now remaining in the Registry of this Court beginning ending and subscribed as aforesaid. And after he had so written he carefully read over the same and liked and approved thereof and having first subscribed his name thereto in his ordinary mode of signature he for greater formality afterwards wrote the words now appearing thereon, viz "Perhaps in this letter I ought to express my name in full" and then set and subscribed his name at length "**Keeling Freeman**" in manner and form as now appears thereon and he further alleged that he the said deceased was not in the habit of subscribing his name at length to any writings but of a solemn nature and having so subscribed his name he the said deceased sealed up addressed and sent the said letter or paper to the said **Thomas Ritchings Smith** meaning and intending that the said **Thomas Ritchings Smith** should in conformity thereto forthwith draw up and prepare a more formal Will for him but that his said instructions so subscribed should be operative in the event of his death before the same should have been so prepared and the same was accordingly received by him in due course of post and he the deceased was at and during all and singular the premises of perfect sound and disposing mind memory and understanding and was fully capable of making and executing his last Will and Testament or of doing any other serious or rational act of that or the like nature requiring thought judgement and reflection And this was and is true public and notorious and the party proponent doth allege and propound as before
- 7th That shortly after the premises set forth and pleaded in the next preceding Article to wit on or about the 13th day of March 1818 he the said **Reverend Keeling Freeman** the testator in this cause continuing of sound and disposing mind memory and understanding did with his own hand write address and send by the public post a letter to the said **Thomas Ritchings Smith** who received the same in due course wherein the said deceased alluding to the aforesaid paper writing pleaded and propounded in this cause which he had as aforesaid sent to the said **Thomas Ritchings Smith** and in conformity to which he was

to prepare a formal Will for him he mentioned that his the said deceased's father had written to him on the subject of his Will and he expressed his hope that the said **Thomas Ritchings Smith** would make the same out. And this was and is true public and notorious and the party proponent doth allege and propound as before

8th That in part supply of proof of the premises mentioned in the next preceding Article and to all other intents and purposes in the law whatsoever the party proponent doth exhibit and hereto annex and prays to be here read and inserted and taken as part and parcel hereof a certain paper writing marked with the letter B and doth allege and propound the same to be the original letter mentioned in the said preceding Article to have been written addressed and sent by the said deceased by the public post to the said **Thomas Ritchings Smith** on or about the 13th day of March 1818 And this was and is true public and notorious and the party proponent doth allege and propound as before

9th That the whole body series and contents of the said true and original last Will and Testament or Testamentary Schedule of the said **Reverend Keeling Freeman** the party in this cause deceased hereinbefore pleaded and exhibited beginning ending subscribed and superscribed as aforesaid and also the whole body series and contents of the said letter or exhibit marked with the letter B hereunto annexed beinning thus "Boulogne March 13th 1818 My Dear Sir, I have just had this letter" and ending thus "My father has again written on the subject of my Will which I hope you will make out. I am dear Sir, yours sincerely" and having the name "**K. Freeman**" subscribed thereto and the words "To **Mr Smith** no 14 Grays Inn Holborn London England" superscribed thereon were and are of the proper handwriting and subscription of the said **Reverend Keeling Freeman** the party in this cause deceased and are so well known or believed to be by divers persons of good faith and credit who have frequently seen him write and write and subscribe his name to writings and are thereby become well acquainted with the manner and character of hand and subscription And the said Will or Testamentary Schedule is now in all respects in the very same plight and condition as it was when sent by the said deceased by the public post to the said **Thomas Ritchings Smith** save the post marks thereon and the breaking the seal thereof And this was and is true public and notorious and the party proponent doth allege and propound as before

10th That at the time the said **Thomas Ritchings Smith** received the said Will or Testamentary Schedule from the said deceased and also at the time he received the aforesaid letter or exhibit from him now hereunto annexed marked with the letter B he the said deceased was in good health and the said **Thomas Ritchings Smith** was in expectation of very shortly obtaining from the High Court of Chancery a small fund on account of the said deceased under and in virtue of a settlement made previous to the marriage of his the deceased's father and mother which would have materially assisted in effecting an arrangement with his creditors particularly with the annuitants named **Fearn** and **Holt** and likewise in ascertaining the clear residue of the said deceased's property and it being the intention of the said **Thomas Ritchings Smith** to proceed to Boulogne and obtain the signature of the said deceased to some papers relative to such proceedings in Chancery he the said **Thomas Ritchings Smith** proposed at the same time to draw the Will of the said deceased in a more formal manner and to obtain his execution thereof and the said **Thomas Ritchings Smith** of his own accord delayed preparing such formal Will and in the meantime to wit on the 29th day of March 1818 he the said deceased died and this was and is true public and notorious and the party proponent doth allege and propound as before

11th That all and singular the premises were and are true and so forth

(signed) **William Adams**

(PROB 37/373)

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Copy of Settlement previous to the marriage of Keeling Freeman esq with Miss Louisa Domville
Dated 22nd April 1811

This Indenture made the 22nd day of April 1811 between **Keeling Freeman** of Trinity College Oxford esq one of the younger sons of **Joseph Freeman** of Pedmore Hall in the county of Worcester esq of the first part **Louisa Domville** spinster fifth daughter of **Charles Domville** of Santry House in the county of Dublin in Ireland esq deceased of the second part and **Compton Domville** of Santry House aforesaid the **Reverend Henry Barry Domville** of Leigh in the county of Worcester clerk and **Henry Perkins** of Birmingham in the county of Warwick esq of the third part

X Whereas a marriage between the said **Keeling Freeman** and **Louisa Domville** hath been agreed upon and is intended soon to be solemnized and whereas **John Keeling** of the parish of Kingswinford in the county of Stafford esq made and published his last Will and Testament in writing bearing date on or about the 16th day of October in the year of our Lord 1783 and amongst other devises and bequests therein contained gave and bequeathed unto his nephews **Thomas Dudley** of Alton End in the county of Warwick esq and the **Reverend W John Dudley** of Himley in the county of Stafford all his manor and manors and all the rest and residue of his freehold and copyhold and leasehold messuages tenements or dwelling houses buildings farms lands and premises with their and every of their appurtenances (not thereinbefore disposed of which copyhold messuages or tenements lands and premises he had surrendered to the uses of his last Will) situate standing lying and being in the several counties of Stafford Worcester Salop or elsewhere in the kingdom of Great Britain and also all his household goods furniture plate linen and utensils (subject to his wife's interest therein) ready money debts securites for money stock in trade and his farming business chattels and all the rest and residue of his real and personal estates not thereinbefore disposed of with their and every of their appurtenances

To hold to them the said **Thomas Dudley** and **John Dudley** their heirs and assigns for ever as to his freehold estate to their heirs executors and administrators as to his copyhold estate and to their executors and administrators as to the term and terms of and in his leasehold estate Upon the trusts and to and for the several uses intents and purposes thereafter mentioned expressed and declared of and concerning the same that is to say

Upon the special trust and confidence in them the said **Thomas Dudley** and **John Dudley** put and reposed that they or the survivor of them his heirs executors or administrators did and should so soon as might be after his decease receive and take all his ready money and bills and sell and dispose of all his cattle and stock in trade and in his farming business with the utensils and appurtenances thereto belonging collect receive and get in his book debts, debts upon simple contract and other debts which they should think proper to call in and by and with the money arising therefrom in the first place to pay and discharge his funeral expenses the charges of proving his Will and his just debts and then place out the residue thereof

and also the rents and profits of his estates and interest of money due and to become due on securites to him and for rents from time to time upon good freehold or other good real or leasehold securities so as that his property might accumulate in the best manner it could until the child or children of the said **Joseph Freeman** lawfully issuing should arrive at his her or their respective age or ages of 21 years or day or days of marriage which should first happen and then

Upon this further trust that ~~they~~ his said trustees or the survivor of them his heirs executors or administrators should grant convey surrender assign and assure all and every his manor or manors freehold copyhold and ~~leasehold~~ messuages tenements or dwelling houses buildings farms lands hereditaments and premises with their and every of their appurtenances (not thereinbefore disposed of) unto the eldest son of the said **Joseph Freeman** his heirs executors and administrators for ever

as to his freehold premises to his heirs and executors according to the copyhold manors and to his executors and administrators as to the term and terms he had in his leasehold premises at his age of 25 years and in the meantime such sum a year as his trustees should think fit subject to his wife's interest therein if she should be then living and might claim the same and in case of any younger child or children by the said **Joseph Freeman** by any wife or wives he might have

Upon trust to pay to such younger child or children all his monies at interest and to accumulate as aforesaid at the age of 21 years or marriage with the approbation of his other children trustees and sisters and to be educated by his trustees and if no younger child the whole of his personal estate so at interest to be paid to such only son and if no son but an only daughter then

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Upon trust to convey surrender and assign all his said freehold copyhold and leasehold estates not thereinbefore disposed of and pay all his monies at interest to accumulate and as therein mentioned to such daughter her executors and administrators at her age of 21 or day of marriage with the approbation of his other children trustees and sisters first deducting thereout for their reasonable charges and expenses in performing the trusts thereby in them put and reposed and he thereby nominated and appointed the said **Thomas Dudley** and **John Dudley** joint excutors of his Will

And whereas the said testator departed this life on or about the 17th day of the same month of October 1783 without having revoked or altered his said Will and the said **Thomas Dudley** and **John Dudley** shortly after the decease of the said **John Keeling** duly proved the said Will in the Prerogative Court of the Archbishop of Canterbury

And whereas the said **Joseph Freeman** soon after the death of the said **John Keeling** intermarried with **Emmete** his present wife by whom he has issue **John Freeman** their eldest son and the said **Keeling Freeman** and **Joseph Freeman** the younger then younger sons and no other issue

And whereas by a decree or decreetal order of the High Court of Chancery made in a cause now depending in the said Court in which the said **Thomas Dudley** and **John Dudley** are Complainants and the said **Joseph Freeman** the elder and **Emmete** his wife and the said **John Freeman Keeling Freeman** and **Joseph Freeman** the younger and others are defendants the said Will of the said **John Keeling** has been established and the trusts thereof were directed to be carried into execution and it was declared (among other things) that the younger children of the said **Joseph Freeman** the elder were entitled to an allowance for their maintenance and education out of the said testator's estate until they should respectively attain the age of 21 years

And whereas the said **Keeling Freeman** has attained the age of 21 years but the said **Joseph Freeman** the younger is still a minor of the age of 17 years or thereabouts And whereas the accumulating fund now subject to the trusts of the said Will for the benefit of the younger children of the said **Joseph Freeman** the father consists either wholly or in part of £52,905. 2s. 9d. capital stock in the three per cent Consolidated Bank Annuities standing in the name of the Accountant General of the said Court of Chancery to the credit of the said cause

In which fund and also in any future accumulation thereon the said **Keeling Freeman** having attained the age of 21 years has or claims to have a vested interest and is now or so soon as the same shall become payable according to the trusts of the said Will will become entitled to receive a moiety or other portion or share thereof according to the number of the younger children entitled under the said Will to portions of the said fund or he may eventually be entitled to the whole thereof

And the said **Louisa Domville** being entitled in her own right to £11,678. 16s. 8d. capital stock in the four per cent Bank Annuities standing in her own name it was upon the treaty for the said intended marriage between the said **Keeling Freeman** and **Louisa Domville** proposed and agreed that £13,333. 6s. 8d. three per cent Consolidated Bank Annuities part of the said accumulating fund or of the portion or share thereof to which the said **Keeling Freeman** is or may be entitled under the said Will of the said **John Keeling** as aforesaid

And also £9,200 four per cent Bank Annuities part of the said £11,678 16s. 8d. four per cent Bank Annuities belonging to the said **Louisa Domville** should be assigned and transferred by the said **Keeling Freeman** and **Louisa Domville** respectively to the said **Compton Domville Henry Barry Domville** and **Henry Perkins** and be settled upon the trusts and for the intents and purposes and subject to the provisoes declarations and agreements hereinafter declared expressed and contained concerning the same respectively And that upon the solemnization of the said intended marriage the sum of £2,478. 16s. 8d. four per cent Bank Annuities (being residue of the said **Louisa Domville's** stock in that fund) should become the property of the said **Keeling Freeman**

And whereas in pursuance of such proposal and agreement on the part of the said **Louisa Domville** £9,200 four per cent Bank Annuities part of the stock belonging to her as aforesaid have been transferred by her into the joint names of the said **Compton Domville Henry Barry Domville** and **Henry Perkins** in the Transfer Books of the governor and company of the Bank of England

Now this Indenture witnesseth that in consideration of the said intended marriage and of the said £9,200 four per cent Bank Annuities so transferred by the said **Louisa Domville** and agreed to be settled as aforesaid and of the said sum of £2,478 16s. 8d. like Bank Annuities which the said **Keeling Freeman** will become entitled to upon the solemnization of the said intended marriage as hereinbefore is mentioned And also in consideration of 10s. of lawful money of Great Britain to the said **Keeling**

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Freeman in hand paid by the said **Compton Domvile Henry Barry Domvile and Henry Perkins** upon or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged

The said **Keeling Freeman** in pursuance of the said recited agreement on his part and with the consent and approbation of the said **Louisa Domvile** his intended wife testified by her executing these presents hath bargained sold assigned transferred and set over And by these presents doth bargain sell assign transfer and set over unto the said **Compton Domvile Henry Barry Domvile and Henry Perkins** their executors administrators and assigns the sum of £13,333. 6s. 8d. three per cent Consolidated Bank Annuities part of the moiety portion or share of the said accumulating fund of £52,905. 2s. 9d. of the same Bank Annuities now standing in the name of the Accountant General of the said Court of Chancery to the credit of the said cause upon the trusts of the said Will of the said **John Keeling** which the said **Keeling Freeman** is intitled to or interested in as aforesaid

And all the dividends or annual proceeds of the said £13,333. 6s. 8d. Consolidated Bank Annuities which shall from time to time become due and payable to the said **Keeling Freeman** and all the right title and interest property claim and demand whatsoever of the said **Keeling Freeman** which he hath or is intitled to or which he his executors or administrators may have or become entitled to in to or out of the said £13,333. 6s. 8d. three per cent Consolidated Bank Annuities intended to be hereby assigned and the dividends and annual proceeds thereof with full power and authority to sue for or by any other legal ways and means to recover possess and receive the same

To have hold receive and take the said £13,333. 6s. 8d. three pounds per cent Consolidated Bank Annuities intended to be hereby assigned and the dividends or annual proceeds thereof unto and by the said **Compton Domvile Henry Barry Domvile and Henry Perkins** their executors administrators and assigns absolutely as their own personal estate as fully and beneficially to all intents and purposes as the said **Keeling Freeman** could or might have had or enjoyed the same if these presents had not been made nevertheless upon the trusts and for the intents and purposes and under and subject to the provisos declarations and agreements hereinafter expressed and declared concerning the same

And for the considerations aforesaid the said **Keeling Freeman** hath constituted and appointed and by these presents doth constitute and appoint the said **Compton Domvile Henry Barry Domvile and Henry Perkins** and the survivors and survivor of them and the executors or administrators of the survivor or his true and lawful attorney and attornies and doth give and grant to them full power or authority in the name place or stead of the said **Keeling Freeman** his executors or administrators or otherwise to commence present make consent to or concur in any suit petition motion suits petitions motions or other legal proceedings for obtaining the transfer and payment of the said £13,333. 6s. 8d. three pounds per cent Consolidated Bank Annuities and the dividends or annual proceeds thereof unto the said **Compton Domvile Henry Barry Domvile and Henry Perkins** or the survivors or survivor of them his executors administrators or assigns

Upon the trusts of these presents or otherwise relating to the same as they shall deem it expedient or be advised by counsel and upon receipt thereof to sign and execute one or more receipt or receipts release or releases or other discharge for the same and further to do consent to or cause to be done in relation to the said trust premises all such other acts matters and things whatsoever and that as fully and effectually as the said **Keeling Freeman** his executors or administrators could or might have done if these presents had not been made he the said **Keeling Freeman** for himself his executors and administrators hereby agreeing to ratify and confirm and hereby as far as may be ratifying and confirming whatsoever his said attorney or attornies shall lawfully do or cause to be done in or touching the premises under or by virtue of these presents

And the said **Keeling Freeman** for himself his executors and administrators doth hereby covenant and agree with the said **Compton Domvile Henry Barry Domvile and Henry Perkins** their executors and administrators and doth hereby likewise declare direct and appoint that forthwith or as soon after the solemnization of the said intended marriage as the said accumulating fund or the moiety portion or share of the said **Keeling Freeman** thereof shall be payable according to the trusts of the said Will of the said **John Keeling** deceased

The said Accountant General or other the person or persons in whom the said accumulating fund or the said moiety portion or share of the said **Keeling Freeman** thereof shall be vested shall and may transfer or cause to be transferred £13,333. 6s. 8d. three per cent Consolidated Bank Annuities part of such moiety portion or share of the said **Keeling Freeman** or pay or cause to be paid the full value in money of such Bank Annuities at the time when such transfer ought to be made unto the said **Compton Domvile Henry Barry Domvile and Henry Perkins** their executors administrators or assigns and that in the meantime or until such transfer or payment shall be made all such dividends or annual proceeds which shall arise from such part of the said fund as is intended to be hereby assigned and settled in so much

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thereof as would have belonged and become payable to the said **Keeling Freeman** according to the trusts of the said Will of the said **John Keeling** shall from time to time go belong and be payable to such person or persons or be applicable for such intents and purposes as the dividends or annual produce of the said Bank Annuities so to be transferred would go and belong and be applicable if such transfer had been actually made to the said trustees

And that the said Accountant General or other the person or persons in whom the said accumulating fund or the portion or share of the said **Keeling Freeman** thereof shall from time to time be vested shall and may from time to time pay or apply such dividends or annual produce or permit and authorize such person or persons respectively or the trustees or trustee for the time being for carrying these presents into execution to receive and apply the same accordingly and for which their receipt or receipts shall be a good and absolute discharge

Provided always and it is hereby declared and agreed by and between the parties to these presents that if the accumulation directed by the said Will of the said **John Keeling** shall extend to any part of the dividends or annual produce of the said £13,333. 6s. 8d. three pounds per cent Consolidated Bank Annuities which shall arise before the same capital stock shall become payable or transferrable to the said **Compton Domvile Henry Barry Domvile and Henry Perkins** their executors administrators and assigns upon the trusts of these presents such accumulation as shall arise from the same stock shall not be considered as part of the capital stock or fund intended to be assigned by the said **Keeling Freeman** as aforesaid or to be settled by these presents

And it is hereby declared and agreed by and between the parties to these presents that the said **Compton Domvile Henry Barry Domvile and Henry Perkins** and the survivors and survivor of them and the executors administrators and assigns of such survivor shall stand possessed of and interested in the said several sums of £9,200 four per cent Bank Annuities and £13,333. 6s. 8d. three per cent Consolidated Bank Annuities assigned and transferred by the said **Keeling Freeman and Louisa Domvile** respectively as aforesaid Upon the trusts and to and for the intents and purposes and with under and subject to the powers provisoes declarations and agreements hereinafter expressed and declared of and concerning the same respectively (that is to say)

As for and concerning the said £13,333. 6s. 8d. three per cent Consolidated Bank Annuities assigned by the said **Keeling Freeman** as aforesaid In trust for the said **Keeling Freeman** his executors administrators and assigns until the said intended marriage shall or be had and solemnized

And as for and concerning the said £9,200 four per cent Bank Annuities transferred by the said **Louisa Domvile** In trust for the said **Louisa Domvile** her executors administrators and assigns until the said intended marriage shall be had and solemnized and as to all the said £9,200 four per cent Bank Annuities £13,333. 6s. 8d. three per cent Consolidated Bank Annuities from and after the solemnization of the said intended marriage

Upon trust to pay the interest dividends or annual proceeds thereof as the same shall from time to time arise unto the said **Keeling Freeman** or his assigns or otherwise to permit and authorize him or them to receive and enjoy the same during the term of his natural life and from and immediately after his decease

Upon trust in case the said **Louisa Domvile** his intended wife shall happen to survive him, to pay the dividends interest or annual proceeds thereof as the same shall from time to time arise unto the said **Louise Domvile** or her assigns or otherwise to permit and authorize her or them to receive and enjoy the same during the term of her natural life and from and immediately after the decease of the survivor of them the said **Keeling Freeman and Louisa Domvile** his intended wife to stand possessed of and interested in the said several sums of £9,200 four per cent Bank Annuities and £13,333. 6s. 8d. three per cent Consolidated Bank Annuities

Upon trust in case there shall be an only child of the said intended marriage for such only child to be vested and payable at such time or times and in case there shall be two or more children of the said intended marriage In trust for all and every such children in such parts shares or proportions to be vested and payable at such time or respective times and subject to such conditions or restrictions charges or limitations in favor or for the benefit of some or one of the said children with such provisions from or out of the said trust funds or the dividends interest or annual produce thereof or any part thereof for the maintenance and education or for the preferment or advancement of such only child or of such children respectively or in such manner and form as the said **Keeling Freeman and Louisa Domvile** at any time or times and from time to time during their joint lives by any deed or deeds instrument or instruments in writing with or without power of revocation to be by them sealed and delivered in the presence of and to be attested by two or more credible witnesses shall jointly direct or appoint and in default of such direction

or appointment or so far as any such direction or appointment not being a complete disposition thereof shall not extend

In trust in case there shall be an only child of the said intended marriage for such only child the same to be a vested interest in such only child if a son on his attaining the age of 21 years and if a daughter on her attaining that age or being married which ever shall first happen and to be paid and transferred to him or her at the same age or time of vesting unless the same shall happen in the lifetime of both or either of them the said **Keeling Freeman** and **Louisa Domvile** and in such case as soon as conveniently may be after the decease of the survivor of them and in case there shall be two or more children of the said intended marriage then Upon trust for all such children to be divided amongst them in equal shares or proportions the share of each such child being a son to be a vested interest in him on attaining the age of 21 years and of each such child being a daughter on her attaining that age or being married which ever shall first happen and to be paid or transferred to him her or them respectively at the same age or time ages or times of vesting unless the same shall happen in the lifetime of both or either of them the said **Keeling Freeman** and **Louisa Domvile** and in such case as soon as conveniently may be after the decease of the survivor of them

And if there shall be two or more children of the said intended marriage and any one or more of them being a son or sons shall depart this life under the age of 21 years without leaving issue or being a daughter or daughters shall depart this life under that age and without having been married then and in every such case and so often as the same may happen not only the original portion or share of each such child so dying but also every other portion or share portions or shares which may accrue to him or her by survivorship shall from time to time accrue to and be in trust for the survivors or survivor or others or other of the said children to be divided amongst them if more than one in equal shares or proportions and shall be a vested interest or vested interests in him her or them respectively and be payable as and when his her or their original portion or share portions or shares respectively shall be vested and payable or as near thereto as circumstances will admit

And in case there shall not be any issue of the said intended marriage or if there shall not be any child who being a son shall attain the age of 21 years or being a daughter shall attain that age or be married then the said **Compton Domvile** **Henry Barry Domvile** and **Henry Perkins** and the survivor of them and the executors administrators or assigns of such survivor shall stand possessed of and interested in the sum of £10,000 three per cent Consolidated Bank Annuities (part of the said capital sum of £13,333. 6s. 8d. three pounds per cent Consolidated Bank Annuities assigned by the said **Keeling Freeman** as aforesaid)

In trust for the said **Keeling Freeman** his executors administrators and assigns and of the said £9,200 four per cent Bank Annuities transferred by the said **Louisa Domvile** as aforesaid and also of the sum of £3,333. 6s. 8d. three per cent Consolidated Bank Annuities (residue of the aforesaid capital sum of £13,333. 6s. 8d. three per cent Consolidated Bank Annuities) In trust for the said **Louisa Domvile** her executors administrators or assigns in case she shall survive the said **Keeling Freeman** but in case she shall die in his lifetime then

In trust for such person or persons and for such interest or interests uses intents and purposes and in such names and form as the said **Louisa Domvile** notwithstanding her intended coverture shall by her last Will and Testament in writing or any codicil or writing in the nature of and purporting to be her Will to be signed and published by her in the presence of and to be attested by two or more credible witnesses direct or appoint give or dispose of the same and for want of such appointment or disposition or so far as any such if incomplete shall not extend

In trust for such person and persons and to pay and distribute the same in such manner as the personal estate of the said **Louisa Domvile** would belong to and be payable or distributable under the statue or statues made for the distributions of the personal estates of such as die intestate in the event of the death of the said **Louisa Domvile** intestate and without having been married provided always and it is hereby declared and agreed that no child to whom or in whose favor any such direction or appointment shall be made as aforesaid shall have or be entitled to any portion or share of and in the said trust funds by virtue of the trusts hereinbefore declared to take effect in default of or subject to such direction or appointment without bringing into hotchpot such portion or portions or other interest or benefit as he or she shall so take by way of appointment and accounting for the same accordingly unless by such direction or appointment it shall be expressly declared to the contrary

Provided also that every son who shall die under the age of 21 years leaving lawful issue living at his death shall take his portion absolutely as if he had lived to such age Provided also and it is hereby further declared and agreed that from and after the decease of the survivor of them the said **Keeling Freeman** and **Louisa Domvile** his intended wife in case there shall be any child of the said intended marriage who

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being a son shall not have attained the age of 21 years or being a daughter shall not have attained that age nor have been married they the said **Compton Domvile Henry Barry Domvile and Henry Perkins** and the survivors and survivor of them and the executors administrators and assigns of such survivor shall and lawfully may (subject nevertheless and without prejudice to any direction or appointment to be made as aforesaid) pay and apply all or any part of the yearly proceeds of the portion to which each such child for the time being shall be presumptively entitled by virtue of these presents as well by appointment or survivorship as otherwise for or towards his or her maintenance and education in such manner as the said trustees or trustee for the time being shall think proper and from time to time until such portion shall become payable or transferrable shall and may accumulate and improve any surplus or savings of such yearly proceeds which may remain unapplied for the purposes aforesaid as he or they shall think fit and shall stand and be possessed of and interested in all such savings and accumulations upon the same trusts in all respects as the principal money or portion or respective portions from which the same shall arise To the intent that such savings and accumulations may be attendant thereon and go and be applicable in like manner to all intents and purposes or so far as circumstances will admit as if the same had originally constituted part thereof respectively

Provided also and it is hereby likewise declared and agreed by and between the parties to these presents that it shall and may be lawful to and for the said **Compton Domvile Henry Barry Domvile and Henry Perkins** and the survivors and survivor of them and the executors administrators and assigns of such survivor from and after the decease of the survivor of the said **Keeling Freeman and Louisa Domvile** his intended wife or after the death of either of them and during the life of the survivor with his or her consent signified in writing under his or her hand for want of such direction or appointment as aforesaid

To raise and apply for the preferment advancement or benefit of each or any son of the said intended marriage during his minority such part or parts not exceeding in the whole one third part of the portion to which he shall for the time being be presumptively or otherwise entitled by virtue of these presents as well by appointment or survivorship or otherwise and including any savings and accumulation thereon as the said trustees or trustee shall in their or his discretion think fit

Provided always and it is hereby further agreed and declared by and between the said parties to these presents that it shall and may be lawful to and for the said **Compton Domvile Henry Barry Domvile and Henry Perkins** and the survivors and survivor of them and the executors administrators and assigns of such survivor by and with the joint consent and approbation of the said **Keeling Freeman and Louisa Domvile** during their joint lives testified in writing under both their hands and after the death of either of them by and with the consent of the survivor of them testified in writing under his or her hand or after the death of the survivor then of the proper authority of the trustees or trustee thereof for the time being to sell and dispose of the said several sums of £9,200. 6s. 8d. three per cent Consolidated Bank Annuities or any part thereof respectively and to lay out and invest the monies to arise by such sale or sales in the name or names of the said **Compton Domvile Henry Barry Domvile and Henry Perkins** or the survivors or survivor of them or the executors administrators or assigns of such survivor in the purchase of stock in the public funds or on Government or real securities in Great Britain or in the purchase of any lands tenements or hereditaments in Great Britain

And from time to time as often as it shall be found necessary or deemed expedient by and with the like consent and approbation or of the like authority as the case may require to sell call in and dispose of the stocks securities or estates in which the trust monies shall for the time being be laid out or invested and change and vary the same And that the said stocks funds or securities and also such estates as shall be purchased with the trust monies (and which estates shall for the purposes of this settlement be considered as a personal fund and be applied accordingly) shall be under and subject to such or the like trusts ends intents and purposes powers provisoes stipulations or agreements and in particular to this power of sale and disposition as are hereby expressed or declared of or concerning the trust funds the produce whereof shall be invested therein respectively or such of them as shall for the time being be existing or capable of taking effect or as near or as agreeable thereto as may be

Provided also and it is hereby declared and agreed that upon any sale or disposition or calling in of the said trust stocks securities or estates as aforesaid the receipt or receipts of the said **Compton Domvile Henry Barry Domvile and Henry Perkins** or the survivors or survivor of them or the executors administrators or assigns of the survivor shall be a good and absolute discharge for the monies due or payable upon or for the same or so much thereof as in such receipt or receipts shall be expressed and acknowledged to be received and that the person or persons paying and obtaining such receipt or receipts for the same shall not afterwards be concerned to see to the application thereof nor answerable for any loss or misapplication thereof

And that the rents and profits of any real estates to be purchased as aforesaid so long as such estates shall remain subject to the trusts of this settlement shall go and be received and applied in like manner as

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the interest and annual proceeds of the money to be invested in such purchase would go and be applicable if such money had remained upon security at interest

Provided always and it is hereby likewise agreed and declared by and between the said parties to these presents that in case the said **Compton Domville Henry Barry Domville** and **Henry Perkins** or any or either of them shall happen to die or be desirous of being discharged from the trusts hereby reposed in them or refuse to act or become unfit to act therein before the same shall have been fully carried into execution it shall and may be lawful to and for the said **Keeling Freeman** and **Louisa Domville** during their joint lives by any writing or writings under both their hands and after the death of either of them for the survivor by any writing under his or her hand to nominate and appoint one or more fit person or persons to be a trustee or trustees in the room or stead of the said present trustees or of such of them as shall happen to die or be desirous of being discharged from the said trusts or refuse to act or become unfit to act therein as aforesaid and that in case of any future vacancy or vacancies in the said trusts by the means aforesaid or any of them and when and so often as the same shall happen one or more new trustee or trustees shall or may be nominated or appointed in manner aforesaid and that upon every such nomination or appointment the trust monies stocks securities and estates shall and may be conveyed transferred assigned and disposed of so as to be legally vested in such trustee or trustees so to be appointed jointly with the remaining or acting trustee or trustees for the time being if any upon the trusts and for the intents and purposes and with under and subject to the powers provisoes declarations and agreements to which the same shall for the time being be subject under or by virtue of these presents or such of them as shall be existing undetermined or capable of taking effect

And that the trusts thereof shall be duly declared accordingly and that every new trustee to be so appointed shall and be invested with all such powers and authorities and may act and assists in all respects in the execution of these presents and the trusts thereof as if he had been originally nominated and appointed a trustee by these presents anything hereinbefore contained to the contrary thereof notwithstanding

Provided also and it is hereby likewise agreed and declared by and between the said parties to these presents that it shall and may be lawful to and for the said **Compton Domville Henry Barry Domville** and **Henry Perkins** and such future trustee or trustees so to be nominated and appointed as aforesaid and every of them their and every of their heirs executors administrators and assigns to retain to and reimburse themselves in the first place from and out of the said trust funds and estates and the produce thereof and also to allow to his or their co-trustee or co-trustees all such costs charges damages and expenses as they or any of them shall or may bear pay sustain expend or be put unto in or about the execution of the trusts hereby in them reposed or in defence or execution thereof or otherwise relating thereto

And also that the said **Compton Domville Henry Barry Domville** and **Henry Perkins** and all such future trustees as aforesaid or any of them their or any of their heirs executors administrators or assigns shall not be charged with or accountable for any more monies than what shall actually come to their respective hands by virtue or under these presents nor shall the one be answerable for the other or others of them but each of them with or for his own proper acts defaults and receipts only their joining in receipts for the sake of conformity notwithstanding

And that they or any of them shall not be answerable or accountable for any misfortune loss or damage which may happen in the execution of the trusts aforesaid or in relation thereto by the failure of any banker broker or agent intrusted with the receipt or custody of the said trust monies or the deficiency of the title to any estate to be purchased with any of the said trust monies or of any security upon which the said trust monies shall be invested or otherwise in the due execution of the trusts aforesaid except the same shall happen by or through his or their own wilful default respectively

And the said **Keeling Freeman** for himself his heirs executors and administrators doth hereby covenant promise and agree to and with the said **Compton Domville Henry Barry Domville** and **Henry Perkins** their executors administrators and assigns that the said **Keeling Freeman** hath not made done committed or suffered any act deed matter or thing whatsoever whereby or by reason or means whereof the said accumulating fund or the moiety portion or share of the said **Keeling Freeman** thereof or any part thereof hath been or is or can shall or may be assigned or transferred charged affected or incumbered in anywise howsoever save and except a certain Indenture bearing date on or about the 15th day of April instant and made or expressed to be made between the said **Keeling Freeman** of the first part the said **Joseph Freeman** the father and **Emmete** his wife of the second part and the said **Henry Perkins** of the third part whereby the sum of £5,000 sterling to be raised out of the said moiety portion or share of the said **Keeling Freeman** of the said accumulating fund hath been assigned by him to the said **Henry Perkins** for securing the payment of an annuity or yearly sum of £200 to the said **Joseph**

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Freeman during his life and to the said **Emmete** his wife during her life if she shall survive him as well as the payment of the gross sum of £500 to the said **Joseph Freeman** the father for his own use

And also that all the said £13,333. 6s. 8d. three per cent Consolidated Bank Annuities intended to be hereby assigned so far as the said **Keeling Freeman** is or may become intitled to or can or may have power to assign the same under the trusts of the said Will of the said **John Keeling** deceased as well as the stock hereinbefore mentioned to be transferred by the said **Louisa Domvile** as aforesaid shall from and after the solemnization of the said intended marriage be and remain and the same and the dividends or annual produce which shall arise from the same and would be due and payable to the said **Keeling Freeman** as aforesaid shall and may be held recovered transferred paid and applied upon the trusts and for the intents and purposes hereby expressed and declared concerning the same respectively and according to the true intent and meaning of these presents without any hindrance interruption or disturbance whatsoever of from or by the said **Keeling Freeman** his executors administrators or assigns or any person or persons whomsoever lawfully claiming or to claim by from or under him

And further that the said **Keeling Freeman** his executors or administrators shall and will at any time or from time to time after the solemnization of the said intended marriage at the request of the said **Compton Domvile Henry Barry Domvile** and **Henry Perkins** their executors administrators or assigns or any of them or other the trustee or trustees for the time being to be substituted for them of any of them make do and execute consent to or concur in all such acts proceedings matters or things whatsoever for the better or more effectually assigning a transferring unto the said trustees or trustee for the time being such part of the said accumulating fund as is intended to be hereby assigned and settled as aforesaid or for the better enabling them to obtain the transfer or payment thereof and of the dividends or annual produce thereof and to carry the trusts and purposes of these presents or any of them into execution as by the said trustees or trustee for the time being or their counsel shall be reasonably required or advised

And the said **Keeling Freeman** for himself his heirs executors and administrators doth hereby further covenant and agree with the said **Compton Domvile Henry Barry Domvile** and **Henry Perkins** their executors administrators and assigns and he doth hereby likewise declare direct and appoint that the said sum of £5,000 assigned by the said **Keeling Freeman** to the said **Henry Perkins** as aforesaid shall be raised and paid by or out of the remaining part of the said accumulating fund or the portion or share thereof to which the said **Keeling Freeman** is or may be entitled as aforesaid so as wholly to exonerate and discharge such part of the said accumulating fund as is intended to be hereby assigned and settled as aforesaid from the said sum of £5,000 and every part thereof and all claims and demands on account of the same and that such remaining part of the said accumulating fund or of such portion or share thereof shall be exclusively charged with the said sum of £5,000 accordingly

And also that in case the accumulation of the dividends or annual produce of such part of the said accumulating fund as is intended to be hereby assigned and settled as aforesaid shall continue to be carried on according to the trusts of the said will of the said **John Keeling** after the death of the said **Keeling Freeman** the executors or administrators of the said **Keeling Freeman** shall and will from time to time after the death of the said **Keeling Freeman** and until the capital thereof shall be payable according to the said Will pay such sum or sums of money as shall be equivalent to the dividends or annual produce thereof unto such person or persons and for such intents and purposes and at such time or respective times as the dividends or annual produce of the said £13,333. 6s. 8d. three per cent Consolidated Bank Annuities intended to be hereby assigned as aforesaid in case the same had become payable and been transferred to the said trustees in the lifetime of the said **Keeling Freeman** would been payable and applicable by virtue of or according to the trusts of these presents and that the residue of the said accumulating fund or of the portion or share thereof to which the said **Keeling Freeman** is or may be entitled as aforesaid which shall remain after the said transfer of the said £13,333. 6s. 8d. three per cent Consolidated Bank Annuities intended to be hereby assigned or the payment of the value thereof and after answering the purposes for which the sum of £5,000 hath been assigned by the said **Keeling Freeman** as aforesaid shall stand charged with and the same residue is hereby charged and made chargeable with the payment of such equivalent as a security to the persons entitled thereto in aid of the covenant of the said **Keeling Freeman** for the payment thereof

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

(Wiltshire Record Office)

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In the Prerogative Court of Canterbury

Freemans by their Guardian against Freeman

On the Allegation given by Toller dated the 19th day of May 1819 and to the Will of Testamentary Schedule therein propounded

8th June 1819

Thomas Ritchings Smith of Grays Inn in the county of Middlesex solicitor aged 46 years a witness produced and sworn

To the 1st Article of the said Allegation the deponent saith that he is in partnership with **Mr John Wainwright** of Grays Inn in the county of Middlesex as solicitors and that the said **Mr Wainwright's** late father (who was also a solicitor) having been concerned in a suit in the Court of Chancery in which the articulate **Reverend Keeling Freeman** clerk the testator in this cause deceased became a party and the deponent and his said partner having upon the death of the said **Mr Wainwright's** late father became concerned in the said suit for the said **Reverend Keeling Freeman** the testator, and the management of the same having from that time (which happened in or about the year 1880) been wholly under the direction of this deponent, he the deponent thereby came well acquainted with the said deceased and his family and he continued so to be from that time down to the time of his the said testator's death which happened on or about the 29th day of March in the year 1818 at Boulogne in France

And he saith that the said deceased at the time of his death left behind him the articulate **Louisa Freeman** widow his lawful relict (party in this cause) and **Keeling Freeman, Charles Joseph Freeman** and **Louisa Caroline Freeman** spinster his natural lawful and only children who were respectively infants under the age of 7 years at the time when the said Allegation was given in and admitted in this cause but the articulate **Keeling Freeman** and **Charles Joseph Freeman** two of the said children (who are twins) have since arrived at the age of 7 years and are now respectively in their minority and the said **Louisa Caroline Freeman** the other child of the said testator is still in her infancy, to wit, under the age of 7 years

And the deponent further saith that from the intimate footing of acquaintance which subsisted between the deponent and the said testator he had many opportunities of observing and knowing the feeling of affection and regard which the said testator had for his said children, for the same was frequently the subject of his the said testator's conversation with the deponent and thereby the deponent well knows that the said deceased at all times entertained the greatest regard and affection for his said children. And further to the said Article he cannot depose.

To the 2nd and 3rd Articles of the said Allegation and to the parchment writing marked with the letter (A) to the said Allegation annexed and in the said two Articles pleaded to be and contain the original Indenture of Settlement made between the said **Reverend Keeling Freeman** clerk the testator in this cause deceased by his then name and description of **Keeling Freeman** esquire of the first part, the said **Louisa Freeman** widow the party in this cause by her then name and description of **Louisa Domville** spinster of the second part and **Compton Domville** esquire, the **Reverend Henry Barry Domville** clerk and **Henry Perkins** esquire of the third part, previous to and in contemplation of the marriage of the said **Keeling Freeman** the testator in this cause, with the said **Louisa Freeman** widow then **Louisa Domville** spinster, and bearing date the 22nd day of April in the year 1811, the deponent saith that he was not privy to the making or the execution of the said Indenture of Settlement but he knows that the said testator in this cause deceased did subsequently to the day of the date thereof intermarry with the said **Louisa Domville** spinster now **Louisa Freeman** widow party in this cause and as the said original Indenture of Settlement now marked with the letter (A) afterwards came into the possession of the deponent and his partner as his the said testator's solicitors and the same was necessarily obliged to be refer'd to and stated in the course of the proceedings in the aforesaid suit in the Court of Chancery wherein he the said testator was a party, he the deponent hath not a doubt but that the said original Indenture of Settlement was duly executed by the said **Keeling Freeman** the testator and **Louisa Domville** now **Louisa Freeman** widow on or about the day of the date thereof.

And he saith that on reference to the same Indenture of Settlement it will be found that it is recited therein (as is placed and set forth in the said 2nd Article of the said Allegation) that a marriage was then intended to be had and solemnized between the said **Keeling Freeman** and **Louisa Domville** spinster and that under the Will of **John Keeling** esquire deceased the said **Keeling Freeman** having attained the age of 21 years had a vested interest in a moiety or some other portion of an accumulating fund of £52,905. 2s 9d three per cent Consolidated Bank Annuities standing in the name of the Accountant General of the High Court of Chancery and that the said **Louisa Domville** spinster being entitled in her own right to the sum of £11,678. 16s 8d four per cent Bank Annuities, it was agreed between the said parties to the said Indenture that the sum of £13,333. 6s 8d part of the said **Keeling Freeman's** portion of the said accumulating fund of £52,905. 2s 9d three per cent Consolidated Bank Annuities and also the sum of

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£9,200 part of the said **Louisa Domville's** said sum of £11,678. 16s 8d four per cent Bank Annuities should be respectively transferred into the names of the said **Compton Domville** esquire, **Reverend Henry Barry Domville** clerk and **Henry Perkins** esquire upon the trusts and for the intents and purposes thereafter mentioned and declared concerning the same.

And the deponent having now been shown and having carefully viewed and perused the said recited Indenture of Settlement marked (A) he further deposeth and saith that the same is the original Indenture of Settlement which came into his possession in manner hereinbefore mentioned and hath been delivered up by him to be pleaded in this cause and he hath not the least doubt but does verily and in his conscience believe that **Keeling Freeman** and **Louisa Domville** spinster therein mentioned and whose names appear subscribed to the same as parties thereto and **Keeling Freeman** the testator in this cause deceased and **Louisa Freeman** widow the relict of the said deceased the party in this cause were and are the same persons and not divers especially as the deponent from the knowledge which he hath of the said deceased's manner and character of handwriting and subscription as will be hereinafter deposed, hath not a doubt but verily believes that the names "**Keeling Freeman**" set and subscribed to the said Settlement were and are of the deceased's own proper handwriting and subscription. And further to the said Articles he cannot depose save that the said **Louisa Freeman** widow by surviving the said **Keeling Freeman** her husband hath under the trusts of the said Settlement become entitled to the whole of the property as as aforesaid settled and assured, for and during her natural life

To the 4th Article of the said Allegation the deponent saith that sometime previous to the year 1816 the said **Reverend Keeling Freeman** became greatly embarrassed in his circumstances by having granted various annuities and contracted other debts to a large amount wholly unknown to the deponent who then considered him as entitled to a very large property, but it having be mere accident come to this deponent's knowledge sometime in or about the summer of the said year 1816 that the said **Reverend Keeling Freeman** had been granting annuities and was then endeavouring to raise more money on annuities to be granted by him and that he from the embarrassed state into which he had brought his circumstances had thro' a sense of the impropriety of what he had been doing and of the shame of its being exposed and of the deponent being made acquainted therewith, kept from coming to advise with and consult the deponent thereon

and the deponent having upon finding that the said **Keeling Freeman** had got himself into such pecuniary difficulties gone into the Enrollment Office and there discovered by making the necessary search for that purpose that he the said **Keeling Freeman** had granted annuities to the amount or what the deponent supposed to be the amount or value of the whole of his property and that he must inevitably be ruined unless measures were speedily taken to extricate him from his difficulties, he the deponent did thereupon, from a desire to serve the said testator and prevent his total ruin, communicate such his situation to a **Mr Brettell of Stourbridge** who had been for many years before and then was the confidential friend and adviser of the family of the said testator in the country and in consequence of something having passed between the said **Mr Brettell** and the said **Keeling Freeman** respecting what the deponent had as aforesaid communicated to him the said **Mr Brettell**, he the said **Keeling Freeman** come to the deponent and laid open to him the whole of his situation and the state of his affairs and advised and consulted with the deponent (who with his aforesaid partner **Mr John Wainwright** were then and for many years previous thereto had been acting on behalf of the said testator as his solicitors, as is predeposed) on the subject thereof

and thereby the deponent came to know and be acquainted with the fact that amongst the various annuities which the said testator had as aforesaid granted was one to a person named **Fearn** and another to a person named **Holt** which said two annuities were granted for his the testator's own life and were secured upon the dividends payable to him for his life, in respect to the sum of £9,200 four per cent Bank Annuities being part of his wife's said sum of £11,678. 16s 8d four per cent Bank Annuities which had on their marriage been transferred to the aforesaid trustees named in the before recited Indenture of Settlement in trust to permit him to receive the dividends thereof during his life, and over which said dividends he had a controlling power for his life and the deponent being of the opinion that the act which the said testator had so done in granting the said two annuities on the dividends of the said sum of £9,200 four per cent Bank Annuities was wholly unjustifiable, he therefore strongly recommended that the said two annuities should if possible be redeemed

And in consequence thereof the aforesaid **Mr Brettell** and the said deceased's two brothers **John** and **Joseph Freeman** and the deceased himself met the deponent several times thereon and consulted and advised with him this deponent on the state of his the said deceased's affairs, and they the said **Mr Brettell** and the deceased's said two brothers agreed with the deponent that everything that was possible should be done to pay off and redeem the said two annuities as aforesaid granted to the said two person **Fearn** and **Holt** and to effect a compromise with his the said deceased's creditors in general and they the

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said **Mr Brettell** and the deceased's said two brothers joined the deponent in advising him the said deceased to go and reside at Boulogne in France in order that arrangements might be made with his creditors and that he might not be liable to be imprisoned under any process that might be issued against him by any of his creditors in the meantime and he the said deceased did under and in consequence of such advice go and reside at Boulogne accordingly sometime in or about the month of June 1817 and he continued so to reside there from that time until his death and whilst he so continued to reside at Boulogne he the said deceased frequently corresponded with the deponent in a confidential manner in relation to his affairs and concerns. And further to the said Article he cannot depose.

To the 5th Article of the said Allegation the deponent saith that when it was as aforesaid advised that the testator should go and when he the testator at first consented to go and reside at Boulogne and was preparing to go thither accordingly, it was not intended that he should take any part of his family with him, but he the said deceased having then declared to the deponent that he was resolved not to leave his children under the control, care or management of his wife the said **Louisa Freeman** party in this cause, and the deponent appearing a little surprised thereat, he the said deceased expressed himself to the deponent as being greatly dissatisfied with the conduct of his said wife and her family, between whom and the said deceased the deponent knew there had been disagreements, but he the said deceased was more strong and pointed in the expressions of his dissatisfaction in respect to the conduct of his said wife, and at length he communicated to the deponent the reasons on which such his dissatisfaction was grounded, and he at the same time expressly and repeatedly declared that he would not consent to leave his children under his said wife's care, management or control on any account

and the deponent finding him immoveable in that respect and believing, as he still does, that the deceased's dissatisfaction in regard to his wife arose from a wrong impression he had received of her conduct, he the deponent did thereupon advise the said deceased that as he appeared to be fully and unalterably determined not to leave his children behind him under the care, management or control of his said wife that he should immediately return into the country where he had left them and should bring his said wife and children away with him and that they should accompany him to and they should all live and reside together at Boulogne aforesaid

and the said deceased having taken the deponent's advice in that respect he the deceased accompanied by his said wife and children did accordingly go and reside together at Boulogne aforesaid and the deponent hath good reason to believe and does believe that during the whole time the said deceased so resided at Boulogne, he continued to be dissatisfied as well with the conduct of his wife the said **Louisa Freeman** as of that of her family and to adhere to the determination he had (as is predeposed) formed not to commit the care, management or control of his children to his said wife

and the deponent's belief of such being the deceased's determination down 'til the time of his death or at least 'til very shortly before that event happened, is confirmed by a letter written by the said deceased in this cause from Boulogne aforesaid to the deponent dated "Boulogne February 28th 1818" which is the paper writing pleaded and propounded in this cause as the last Will and Testament or Testamentary Schedule of the said deceased and which will be hereinafter particularly deposed of, for in such letter there is the following passage "also I wish **my father, my mother, John and Joseph** my two brothers to be sole guardians of my children" and the word "sole" was underscored at the time when he the deponent received the same by the general post in manner as the same now appears to be so underscored

he the deponent does therefore believe that the same was done by the deceased to mark his determination that his said wife should not be a guardian of his said children and that no other person than those so as aforesaid named and appointed by himself should be a guardian to his said children; but the deponent does not remember ever to have heard the said deceased say anything about the appointment of guardians or of any guardian of his children nor speak expressly of any person who should not be a guardian to them except as may be inferred from what he as aforesaid said concerning his children not being left under the care of his wife. And further to the said Article he cannot depose.

To the 6th Article of the said Allegation and to the paper writing therein pleaded and propounded as the last Will and Testament or Testamentary Schedule of the said **Reverend Keeling Freeman** clerk the party in this cause deceased, the deponent saith that having now carefully viewed and perused the said paper writing which purports to be a letter written addressed and sent by the said deceased from Boulogne to him the deponent (the same having been now produced and shown to the deponent for the purpose) and begins thus "Boulogne February 28th 1818 My dear Sir I duly received the £100 for which I am much obliged to you. In regard to **Fearn and Holt's** annuities supposing we should obtain the small fund" ends thus "I wish my children to share alike also I wish my **father, my mother, John and Joseph** my two brothers to be sole guardians of my children - I am my dear Sir yours most sincerely" and is thus subscribed "**K. Freeman**" and hath an addition written at the bottom thereof in the words following

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"perhaps in this letter I ought to express my name in full as" and is thus subscribed "**Keeling Freeman**" and hath a postscript thereto and the following superscription or address thereon "To **Messrs Wainwright & Smith**, Holborn Court, Grays Inn, London. To **Mr Smith** England"

he the deponent very well knows the same to be an original letter which he received in London in due course of post after the date thereof from the said deceased in this cause who was then at Boulogne, for he the deponent kept the same in his own possession until it was found necessary to deliver the same up for the purpose of obtaining legal advice whether the same was or could be considered as the Will of the party deceased, and ultimately for the purpose of its being propounded as such in this cause and judging from the contents of the same the deponent saith that he hath no manner of doubt whatever but does verily and in his conscience believe that at the time when he the said deceased wrote the said letter or paper writing he had a mind and intention thereby to make a better provision for his said children and also to appoint his father and mother together with his two brothers to be the sole guardians of his children, for the said children, the deponent saith, would (but for such Will or Testamentary Schedule so made by the deceased) during the lifetime of their mother in the event of her surviving him the said deceased, otherwise not be in any manner provided for, but the said **Louisa Freeman** their mother was provided for by the aforesaid Marriage Settlement

and the deponent is also well satisfied and convinced from the contents of the said letter or Testamentary Schedule that he the said deceased in so writing and sending the same to him the deponent, was desirous and meant and intended that he should in conformity thereto forthwith draw up and prepare a more formal Will for him and as the said deceased appears to have first subscribed his name to the said letter or Testamentary Schedule in his ordinary mode of signature viz thus "**K. Freeman**" and it appears that he afterwards for greater formality wrote the addition at the bottom thereof in the following words viz "Perhaps in this letter I ought to express my name in full as" and then subscribed his name thereto at length "**Keeling Freeman**" in manner as now appears thereon, the deponent does therefore verily believe that the said deceased meant and intended that the said letter or instructions now propounded as the last Will and Testament or Testamentary Schedule of the said deceased so as aforesaid subscribed by him should be operative in the event of his death before the deponent should have drawn up and prepared a formal Will for him in conformity thereto, for the deponent saith that the said deceased was not in the habit of subscribing his name at length to any writings but of a solemn or formal nature, such as deeds and all kinds of legal instruments which he always used to sign his name to in that manner at full length as he hath in like manner set and subscribed his name to the Indenture of Settlement hereinbefore deposed of save that it does appear that some of the deceased's correspondence with his family many of his letters to them are signed by him the deceased **Keeling Freeman** at full length.

And the deponent further deposeth and saith that altho' he verily believes that the said deceased meant by his said Testamentary Schedule or instructions for his Will and by the more formal Will which he was desirous the deponent should have made in conformity thereto, to have left all he could to his children, yet from the manner in which he had involved his property by granting various annuities which were secured upon almost every part thereof so as to amount almost, if not wholly, to the full value of his property, was an accumulating fund and would have been a fine fortune to him had he not so involved it, there was no great expectation that his the deceased's children could have been much benefitted thereby and the mention made by the said deceased in this cause in his said letter to the deponent (being the Testamentary Schedule propounded on behalf on **Keeling Freeman, Charles Joseph Freeman and Louisa Caroline Freeman** the children of the deceased) viz "My father expressly desired me to ask you to make my Will" is to be accounted for by the deceased's said father having been told only of the deceased having granted the two annuities secured on his own life interest in the dividends payable in respect to the aforesaid sum of £9,200 four per cent Bank Annuities, being part of his said wife's aforesaid sum of £11,678. 16. 8. like four per cent Bank Annuities, as a reason to him the deceased's said father for his son the said deceased going to reside at Boulogne whilst an arrangement could be made for the redeeming the said two annuities

and the rest of the deceased's pecuniary difficulties and embarrassments were concealed from his said father and he never knew or was informed thereof until after the said deceased's death so that whilst the said deceased lived and when his said father had as aforesaid expressed his desire to him that he would ask the deponent to make his the deceased's Will for him, he (the father of the deceased) supposed and believed that the said deceased had a disposing power by his Will over a very considerable property.

And the deponent lastly saith that as the said deceased was at Boulogne at the time when he as aforesaid wrote and sent to him the deponent the said letter now propounded as the last Will and Testament or Testamentary Schedule of him the deceased, he this deponent had no opportunity of seeing him and as he also never saw him the said deceased after he went to reside at Boulogne as aforesaid he the deponent therefore had no means of judging of the state of the said deceased's mental

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capacity during any part of the said time except from the contents of the letters which he received from the said deceased in his own handwriting, but judging from the contents of all the letters which he so received from the said deceased whilst he so resided at Boulogne which the deponent saith were all written in a perfectly rational and sensible style and manner, he the deponent had no reason to suppose and did not suppose or believe that the said deceased in this cause was at any part of the said time otherwise than of sound mind, memory and understanding; and more particularly judging from the style and the whole contents of the said letter or Testamentary Schedule beginning ending and subscribed as hereinbefore is recited, he saith he hath no manner of doubt whatever but does verily and in his conscience believe that the said **Reverend Keeling Freeman** the party deceased when he wrote, addressed and sent the said letter to him the deponent, was of perfect sound and disposing mind, memory and understanding and was fully capable of making serious or rational act of that or the like nature requiring thought judgement and reflection. And further to the said Article he cannot depose.

To the 7th and 8th Articles of the said Allegation and to the letter or exhibit marked with the letter (B) annexed to the said Allegation and in the said Articles particularly pleaded and refer'd to, the said letter or exhibit marked (B) beginning thus "Boulogne March 13th 1818 My Dear Sir, I have just had this letter" and ending thus " My father has again written on the subject of my Will which I hope you will make out, I am Dear Sir, Yours sincerely" and hath the name "**K. Freeman**" subscribed thereto and the words "To **Mr Smith** no 14 Grays Inn, Holborn, London, England" superscribed thereon, the deponent saith that shortly after he received the aforesaid letter dated February 28th 1818 now pleaded and propounded in this cause as the Will or Testamentary Schedule of the party deceased, from him the said deceased, he the deponent received by the public post in due course, another letter from the said deceased written and sent by him from Boulogne aforesaid and dated the 13th day of March 1818 wherein he the said deceased (alluding to the aforesaid letter of paper writing of the 18th of February 1818 pleaded and propounded in this cause which he had as aforesaid sent to the deponent and in conformity to which he was to have prepared a formal Will for him) he the deceased mentioned that his father had written to him on the subject of his Will and he the said deceased expressed his hope that the deponent would make the same out and the said paper writing or exhibit marked with the letter (B) having been now produced and shown to and carefully viewed and perused by the deponent he saith that he knows the same to be the original letter hereinbefore last deposed of to have been received by him the deponent by the public post from the said deceased in this cause shortly after the said 13th of March 1818 the day of the date thereof. And further to the said two Articles he cannot depose.

To the 9th Article of the said Allegation and to the said letter or paper writing pleaded and propounded in this cause as the last Will and Testament or Testamentary Schedule of the said **Reverend Keeling Freeman** the party in this cause deceased, and also to the aforesaid letter marked (B) annexed to the said Allegation and bearing date the 13th of March 1818, the same having now again been respectively produced and shown to and carefully viewed and perused by the deponent, he saith that in the course of the aforesaid long acquaintance and the frequent intercourse and correspondence which he had with the said deceased he very often saw him write and subscribe his name and received many letters from him and thereby he became perfectly well acquainted with his manner and character of handwriting and subscription

and deposing from such his knowledge thereof, he saith that he hath not the least doubt whatever but does verily and in his conscience believe that the whole body series and contents of the said paper writing or letter pleaded and propounded as the Will or Testamentary Schedule of the said deceased and beginning, ending, subscribed and superscribed as is hereinbefore particularly recited, and also the whole body series and contents of the said letter or exhibit marked with the letter (B) beginning, ending, subscribed and superscribed also as is hereinbefore particularly recited, were and are all of the proper handwriting and subscription of the said **Reverend Keeling Freeman** clerk, the party in this cause deceased. And he lastly saith that the said paper writing or Will or Testamentary Schedule is now in all respects in the very same plight and condition as it was when it was received by him the deponent from the said deceased by the public post as is predeposed, save the post marks thereon and the breaking the seal thereof. And further to the said Article he cannot depose.

To the 10th Article of the said Allegation the deponent saith that at the time he the deponent received the said Will or Testamentary Schedule from the said deceased and also at the time he received the aforesaid letter of exhibit from him now annexed to the said Allegation and marked with the letter (B), he the deponent hath the strongest reason to believe and does believe that the said deceased was in good health, and the deponent having in consequence of certain proceedings which he had taken on behalf of the said deceased in the High Court of Chancery, obtained an order from that Court for the transfer of the sum of £4,013. 1s. 8. three per cent Bank Annuities into the name of the said deceased in this cause and for the payment to him the deceased of the sum of £120. 7s. 10. which said two sums were together the moiety of the accumulations of a fund settled upon the younger children of the said deceased's father and

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mother under and in virtue of a settlement made previous to their marriage and were intended to be applied to the redeeming the two annuities hereinbefore mentioned to have been granted by the deceased to the persons named **Fearn** and **Holt** or otherwise in the effecting some arrangement with his creditors (but which could not in any material way have assisted in ascertaining the clear residue of the said deceased's property)

and the deponent being at the time deposed of and particularly alluded to in the said 10th Article of the said Allegation in expectation of very shortly procuring those acts to be completed which were required by the forms and practice of the said Court of Chancery, to have enabled the said deceased to receive the transfer and payment of the above mentioned sums and it being then the deponent's intention to have proceeded to Boulogne in order to have obtained the signature of the said deceased to certain papers relative to the said proceedings in Chancery, that they might be exhibited in the Master Office, he the deponent purposed or intended at the same time to have drawn the Will of the said deceased for him in a more formal manner and to have obtained his execution thereof,

for the deponent did not think it a very material thing whether the deceased did nor did not make a Will from the knowledge which he the deponent had of the embarrassed state of his affairs, besides which it was the deponent's intention when he saw the said deceased to have expostulated with him on the impropriety of his wholly omitting to make any mention of his wife in so solemn an instrument as that of his Will, added to which the deponent had not the least reason to suppose or believe that the deceased was even ailing much less that there was a probability of his death being so near at hand as it was and he the deponent therefore of his own accord delayed preparing such formal Will for the deceased and in the meantime (to wit) on the 29th day of March 1818 he the deceased died. And further to the said Article he cannot depose.

signed **Thos. R. Smith**

20th November 1819

The same witness examined on the interrogation administered on behalf of **Louisa Freeman** widow party to this cause

To the 1st interrogatory the respondent answers that he had been for sometime before and was down to the time of the death of the **Reverend Keeling Freeman** clerk the deceased in this cause his the said deceased's solicitor and since the embarrassment of the said deceased came to his the respondent's knowledge he was the deceased's confidential adviser therein and in other respects, but 'til he was made acquainted with the same he was no otherwise the confidential advisor of the deceased than as related to his concerns in the Court of Chancery

That the respondent was well acquainted with the deceased's affairs and in order to specify as well as he is able the nature and extent of all the deceased's property, as well that to which he was or might have been entitled on contingencies or otherwise as is required by the said interrogatory, he the respondent answereth and saith that **John Keeling** esquire the grandfather of the deceased did by his Will dated the 16th October 1783 direct the rents and profits of his estates and the residue of his personal estate to be placed out by his trustees named in his said Will, upon securities so that his property might accumulate in the best manner it could until the child or children of his son **Joseph Freeman** (the father of **Keeling Freeman** the testator in this cause) should arrive at his her or their age or ages of 21 years or day or days of marriage which should first happen, and then upon trust in case of any younger child or children of the said son **Joseph Freeman** by any wife or wives he might have, to pay to such younger child or children all his monies at interest and to accumulate as aforesaid at the age of 21 years or marriage with the approbation of his other children, trustees and sisters;

That the said **Joseph Freeman** the son of the said **John Keeling** deceased had but two younger children namely **Keeling Freeman** the party in this cause deceased and his brother **Joseph Freeman** and when the said **Joseph Freeman** (the youngest child of the aforesaid **Joseph Freeman** and brother of the said deceased in this cause) attained his age of 21 years which took place on the 18th August 1814, the accumulations of the said property according to the deponent's judgement and opinion and the construction which he conceives the said Will of the said **John Keeling** ought to bear or to be considered to bear, then ceased and the fund arising from such accumulations being at that time £71,408. 13s. 10d three per cent Consolidated Bank Annuities, the respondent considers and believes that the deceased in this cause was at the time of his death entitled to one moiety thereof, subject however to be reduced if his father the aforesaid **Joseph Freeman** (who is still living) should at any time hereafter have any other child by his present or any other wife;

And he further answering saith that there is a question raised in the High Court of Chancery whether the accumulations ought not to have ceased when the eldest of the said two younger children of the aforesaid

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Joseph Freeman (who was the deceased in this cause the said **Reverend Keeling Freeman**) attained his age of 21 years to wit sometime in the month of December 1809 and in case it should be determined that such is the proper construction of the said **John Keeling's Will** it will effect a very material deduction in the said accumulated fund and reduce the deceased's interest therein to the amount of £10,000 stock or thereabouts according to the respondent's rough calculation thereof.

And the respondent further answering saith that the said deceased was also at the time of his death entitled to one moiety of the sum of £8,026. 3s. 5d three per cent Consolidated Bank Annuities and to a moiety of £240. 15s. 8d dividends due thereon which said sum of £8,626. 3s. 5d three per cent Consols was the accumulation of a fund settled upon the younger children of the deceased's father and mother by the settlement made previous to their marriage, but the said principal sum and dividends last mentioned are also subject to the same contingency of being reduced by there being any after born children of the marriage of the deceased's said father and mother. And further to the said interrogatory he cannot answer for he hath no knowledge of any other property which the deceased was either possessed of or entitled to.

To the 2nd interrogatory the respondent answers that he did not on the receipt of the letter propounded in this cause as the Will or Testamentary Schedule of the deceased, or as instructions for his Will, prepare any draft of a Will there from and the reasons for his delaying so to do were first that he considered the deceased to be in good health and that there was therefore no necessity for a Will being immediately prepared for him, also that being in expectation of having occasion very shortly to obtain the signature of the deceased to certain papers relative to some proceedings that had been taken on his the deceased's behalf in the Court of Chancery, as is fully and particularly set forth in the respondent's deposition in chief on the 10th Article of the Allegation on which he hath been examined, and intending on such occasion to proceed to Boulogne himself to obtain the deceased's signature to such papers, he the respondent purposed and intended at the same time whilst he was so to be with him the deceased, to draw and prepare his Will for him in a proper and formal manner and to obtain his execution thereof

and when he had so the opportunity of talking with him the said deceased respecting his said Will it was the respondent's intention to have expostulated with him upon the impropriety of his omitting to mention (and that in respectful terms too) the name of his wife the ministrant in such a solemn instrument as his last Will and Testament and to endeavour to prevail upon him to show some mark of respect for her in and by the Will which he the respondent intended to have prepared for him to execute at the said time which was a subject he the respondent did not choose to write to the deceased upon for certain reasons which had weight with him the respondent, and in addition to what he hath hereinbefore set forth the respondent did not consider it to be very material whether the said deceased did or did not make a Will at all from the knowledge which he the respondent had of the embarrassed state of the deceased's affairs, under all which aforesaid considerations he the respondent did of his own accord delay preparing such intended formal Will for him the deceased.

And he further answering saith that after the receipt of the aforesaid letter propounded in this cause as the Will or Testamentary Schedule of the deceased, he did not write to the deceased upon the said subject nor did he the respondent receive any letter from the said deceased upon the subject of his Will subsequent to the receipt of the said paper propounded in this cause, other than the letter dated 13th March 1818 annexed to the Allegation admitted in this cause on behalf of the producents, that he was able to prepare the deceased's Will without further instructions than those contained in the said paper dated 28th of February 1818 and he did on receiving the said letter consider the instructions therein contained sufficiently specific to have enabled him to prepare the deceased's Will there from and that further instructions were not necessary for that purpose, had he the respondent not chosen to expostulate with the deceased upon his wholly omitting to make mention therein, of his wife the ministrant, for as the deceased had by the said letter appointed his father and mother and two brothers sole guardians of his children, tho he had not mentioned in express words who were to be his executors, he the respondent should have thought himself warranted and justified in making them the deceased's said father, mother and two brothers executors of the deceased in so preparing a formal Will for him as he had as aforesaid in his said letter to the respondent appointed them sole guardians of his children and as the respondent well knew the said deceased's feeling in respect to his wife and her family, and in every other respect than the expressly mentioning the names of persons to be appointed executors of his Will, the aforesaid instructions contained in the said letter of the 28th February 1818 were quite full and complete for the making a Will there from. And further to the said interrogatory he cannot answer.

To the 3rd interrogatory the respondent answers that **Thomas Farrer** the solicitor of **Louisa Freeman** widow one of the parties in the cause did call upon him the respondent soon after it was known in England that the deceased was dead with a view of learning from him whether the deceased had left any Will, for he made enquiries of the respondent to that effect, and he this respondent did on such occasion

inform the said **Thomas Farrer** that the deceased had not made any Will, (the aforesaid paper writing or letter now propounded as the Will or Testamentary Schedule of the deceased having then escaped his recollection) and thereupon the said **Thomas Farrer** as if he had had some information from some other quarter respecting the said letter of paper writing dated February the 28th 1818 asked the respondent if he had not got some letter or other document or paper writing in the handwriting of the party deceased which was of a testamentary nature or to that effect, which immediately brought to his the respondent's recollection the aforesaid paper writing or letter dated February the 28th 1818 now propounded in this cause and he answered he thought he had a letter which he received from the said deceased which was of a testamentary nature or contained instructions for his the deceased's Will but that he did not know whether it would or could operate as his Will or to that effect

and he then selected the said letter or paper writing now propounded in this cause from amongst the letters which he had received from the said deceased and give the same to the said **Thomas Farrer** to peruse and when he had so done he the said **Thomas Farrer** expressed it to be his opinion that the said letter was of a testamentary nature and that something ought to be done in respect thereto either as to its being received as a Will or Testamentary Schedule of the deceased or to its being pronounced by the competent jurisdiction to be invalid as such and he requested the respondent to deliver the same up to him to get done what was necessary to be done in respect thereto, but the respondent refused to let him have the said original letter now propounded in this cause to take away with him and told him that he had no objection to furnish him with a copy thereof which he accordingly did, and then he this respondent caused legal advice to be taken as to the validity of the said paper writing or letter dated as aforesaid and now propounded in this cause, the result of which advice was that the opinion of this Court ought to be taken thereon and thereupon the proceedings in this cause were commenced. And further to the said interrogatory he cannot answer.

signed **Thos. R. Smith**

22nd November 1819

Repeated and acknowledged before **Dr Dauberry** surrogate, present **Mark Morley** notary public

In the Preogative Court of Canterbury

Freemans by their Guardian against Freeman

On the aforesaid Allegation given by Toller dated the 19th day of May 1819 and on the Will or Testamentary Schedule therein propounded

19th November 1819

John Price clerk to **Messrs Wainwright & Smith** of Grays Inn in the county of Middlesex attornies at law and solicitors aged 25 years a witness produced and sworn

To the 3rd Article of the said Allegation the deponent saith that he served his clerkship to the aforesaid **Messrs Wainwright & Smith** of Grays Inn in the county of Middlesex attornies at law and solicitors and he hath ever since continued to be and still is a clerk in their office so that he hath altogether been in their said office about nine years and he saith that he thereby came to know the articulate **Reverend Keeling Freeman** clerk the party in this cause deceased for they the said **Messrs Wainwright & Smith** were acting on behalf of the said deceased as his solicitors in a suit in the Court of Chancery relative to the Will and property of **John Keeling** esquire deceased at the time when he the deponent first went into their said office as an articulated clerk to them and they continued to be so acting on behalf of him the said deceased from the time aforesaid down to the time of his the said deceased's death which happened at Boulogne in France in the latter end of the month of March in the year 1818 (but the particular day of the month he does not remember) and he the said deceased was during the said time previous to his going to Boulogne in France as will be hereinafter deposed, in the habit of coming to the said **Messrs Wainwright & Smith** office on the subject of the said Chancery suit and on other business rather frequently.

And the deponent further saith that from his said situation in the office of the deceased's said solicitors and from matters of business that passed under his own observation respecting the said deceased and his concerns (tho he the deponent was not the person whom the deceased ever consulted respecting the same) he knew that the said deceased had become greatly embarrassed in his circumstances by having granted various annuities, one of which was to a person of the name of **Fearn** and another to a person named **Holt** and by having contracted other debts to a large amount and the deponent also knew that in the course of the summer of the year 1816 that the deceased did advise with **Mr Thomas Ritchings Smith** one of the partners of the said firm of **Wainwright & Smith** (who was the person chiefly consulted by the deceased) concerning the state of his the said deceased's pecuniary affairs upon which said subject he the said deceased and his **two brothers** and a **Mr Brettell** a friend of his had several meetings and consultations with the said **Thomas Ritchings Smith** at the said **Messrs Wainwright &**

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Smith's chambers in Grays Inn during the latter end of the summer and autumn of the said year 1816 and subsequently thereto

and the deponent hath good reason to believe and does believe that it was under the advice of such his said solicitor **Mr Smith** that he the said deceased in this cause went to reside at Boulogne in France in order that arrangements might be made with his creditors to which said place he the said deceased did accordingly go to live and reside sometime in the early part of the summer in the year 1817, to the best of the deponent's recollection as to time, and he continued so to reside at Boulogne aforesaid from that time until his death and whilst at Boulogne he the said deceased frequently corresponded in a confidential manner with the said **Thomas Ritchings Smith** in relation to his affairs some of which correspondence he the deponent occasionally saw and is thereby enabled to depose to the fact. And further to the said Article he cannot depose.

To the 9th Article of the said Allegation and to the paper writing or letter now remaining in the Registry of this Court which is pleaded and propounded in the cause as the true and original last Will and Testament or Testamentary Schedule of the said **Reverend Keeling Freeman** clerk the party in this cause deceased and which begins thus "Boulogne February 28th 1818 My Dear Sir, I duly received the £100 for which I am much obliged to you. In regard to **Fearn & Holt's** annuities supposing we should obtain the small fund" ends thus "I wish my children to share alike, also I wish my **father**, my **mother**, **John** and **Joseph** my two brothers to be sole guardians of my children. I am My Dear Sir, yours most sincerely" and is thus subscribed "**K. Freeman**" and hath an addition written at the bottom thereof in the words following "perhaps in this letter I ought to express my name in full as" and is thus subscribed "**Keeling Freeman**" with a postscript thereto, and hath the following superscription or address thereto "To **Messrs Wainwright & Smith** Holborn Court, Grays Inn, London. To **Mr Smith**, England"

and also to the letter or exhibit marked with the letter (B) annexed to the said Allegation and in the said 9th Article thereof particularly referr'd to which said letter or exhibit begins thus "Boulogne March 13th 1818 My Dear Sir, I have just had thy letter" and ends thus "my father has again written on the subject of my Will which I hope you will make out. I am Dear Sir yours sincerely" and hath the name "**K. Freeman**" subscribed thereto and the words "To **Mr Smith** no 14 Grays Inn, Holborn, London England" superscribed thereon, the same having now respectively been produced and shown to the deponent, he saith that in the course of the time he so as aforesaid knew the said **Keeling Freeman** the party deceased he many times saw him write and subscribe his name and thereby became well acquainted with his the said deceased's manner and character of handwriting and subscription

and he having now carefully viewed and perused the said Will or Testamentary Schedule of the said deceased beginning, ending, subscribed and superscribed as hereinbefore is particularly recited and also the said letter or exhibit marked with the letter (B) and beginning, ending, subscribed and superscribed as hereinbefore also particularly recited, the deponent saith that he hath not the least doubt whatever but does verily and in his conscience believe that the whole body series and contents of the said Will or Testamentary Schedule of the said **Reverend Keeling Freeman** clerk the party deceased and also the whole body series and contents of the said letter or exhibit marked (B) and the signatures to the said two paper writings respectively and the superscriptions thereon, were and are all of the proper handwriting and subscription of him the said **Reverend Keeling Freeman** clerk the party in this cause deceased, by him the deponent hereinbefore particularly deposed of. And further he cannot depose.

signed **John Price**

Same Day

Repeated and acknowledged before **Dr Dauberry** surrogate present **Mark Morley** notary public

(PROB 37/373)

Louisa Caroline Freeman 1815-1897 25

→ M Sam - Forbes Mitty 1812-1871
MS 4 Aug 1840

John Freeman Harborne co Stafford

Edward Augustus Freeman 1823-1892

M Miss Gutz d of Rev Gutz

1 Harold Freeman 1850 -

Joseph Freeman Rednote Worcester

1 Rev Joseph Freeman

2 - John

3. Keelinge 1788 -

Cheltenham

M Louisa Donville ^M 22 April 1811 X

5th d of Charles Donville of Sanbury