



ANNO SECUNDO & TERTIO

# VICTORIÆ REGINÆ.

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## Cap. 37.

An Act for vesting Parts of the Estates of Sir *John Davie* Baronet, deceased, in Trustees, upon Trust to be sold, and for laying out the Purchase Money, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled to the same Uses. [19th *July* 1839.]

**W**HEREAS by an Indenture bearing Date the Twenty-first Day of *March* One thousand eight hundred and twenty-three, and made between *Frances Juliana Ferguson* then *Frances Juliana Davie* (Spinster) of the First Part, Sir *William Lemon* Baronet and *James Buller* Esquire of the Second Part, *Henry Robert Ferguson* Esquire of the Third Part, and the said *James Buller*, *Charles Lemon* Esquire, *Robert Ferguson* Esquire, and Sir *Ronald Crawford Ferguson* G. C. B., of the Fourth Part, (being the Settlement as to the present Fortune and Articles for a Settlement of the future Estate of the said *Frances Juliana Ferguson*, made and entered into previously to and in consideration of the Marriage of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife,) it was among other Things declared, by and between the Parties thereto, and particularly the said *Henry Robert Ferguson* did covenant,  
 [Private.] 11g promise,

Settlement on the Marriage of H. R. Ferguson, Esq., with F. J. Davie, dated 21st March 1823.



promise, and agree with the said *James Buller, Charles Lemon, Robert Ferguson*, and *Sir Ronald Crawford Ferguson*, their Heirs and Assigns, that in case the then intended Marriage should take effect, and the said *Frances Juliana Davie* should at any Time during the joint Lives of her and the said *Henry Robert Ferguson* become at Law or in Equity seised of or entitled to any Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, or other Real Estate, he the said *Henry Robert Ferguson* should and would, immediately after the said *Frances Juliana Davie* should become so seised or entitled as aforesaid, or so soon after as she should attain the Age of Twenty-one Years, at his own Costs and Charges, make, do, and execute, or join and concur with the said *Frances Juliana Davie* in making, doing, and executing, all such Conveyances and Assurances in the Law as should be requisite or proper, or as the said Trustees or their Counsel should require, for conveying and settling all the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises unto the said *James Buller, Charles Lemon, Robert Ferguson*, and *Sir Ronald Crawford Ferguson*, and their Heirs, nevertheless to, for, and upon the Uses, Trusts, Intents, and Purposes therein-after mentioned; (that is to say,) to the Use of them the said *James Buller, Charles Lemon, Robert Ferguson*, and *Sir Ronald Crawford Ferguson*, and their Heirs, during the joint Lives of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, upon Trust, out of the annual Rents and Profits of the said Hereditaments, to pay, apply, and dispose of the annual Sum of Five hundred Pounds, or such Part thereof as the said yearly Rents and Profits should be sufficient to pay, unto the said *Frances Juliana Davie*, for her sole and separate Use, and by way of Pin Money; and upon further Trust, during the joint Lives of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, to pay to, or otherwise permit and suffer or authorize and empower the said *Henry Robert Ferguson* and his Assigns to receive and take, the Residue (if any) of the said yearly Rents and Profits of the said Hereditaments, after full Payment of the said annual Sum of Five hundred Pounds, for his and their own Use and Benefit; and from and after the Decease of such of them the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, who should first die, to the Use of the Survivor of them, and the Assigns of such Survivor, during the Life of such Survivor; and after the Decease of such Survivor, to the Use of the right Heirs of the said *Frances Juliana Davie* for ever; and in the Indenture or Articles now in recital was contained (amongst other Things) a Declaration and Agreement, that in the Settlement to be made as therein provided it should be declared, that in case the said Trustees therein nominated should die, or be desirous to be discharged, or refuse, decline, or become incapable to act in the Trusts or Powers respectively therein-before expressed, declared, and contained, it should be lawful for the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, during their joint Lives, by any Deed or Writing under their Hands and Seals, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of such Trustee or Trustees so dying, desiring to be discharged, or refusing, declining or becoming incapable to act as aforesaid: And whereas a Marriage  
between



between the said *Henry Robert Ferguson* and *Frances Juliana* his Wife was shortly after the Date of the said recited Indenture duly had and solemnized: And whereas the said Sir *William Lemon* died in the Month of *December* One thousand eight hundred and twenty-four: And whereas Sir *John Davie* of *Creedy* in the County of *Devon*, Baronet, deceased, by his last Will and Testament in Writing, bearing Date on or about the Twenty-sixth Day of *August* One thousand eight hundred and twenty-four, and duly executed and attested as was then by Law required for rendering valid Devises of Real Estates, gave Legacies of Five hundred Pounds each to Four Charities therein named, which he directed to be paid out of such Part of his Personal Estate as should not consist of Chattels Real; and the said Testator gave and devised an Estate called *Ruxford*, and also gave and devised all his Manors, and all other his Messuages, Farms, Lands, Tenements, and Hereditaments, in the said County of *Devon* and in the County of *Somerset*, and within the City and County of the City of *Exeter*, to the Uses and in the Manner therein-after mentioned; (that is to say,) to the Use of *Lewis William Buck* of *Daddon* in the said County of *Devon*, Esquire, and the Reverend *Henry Bouchier Wrey* of *Okehampton* in the same County, Clerk, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to commence and be computed from the Day of the Decease of the said Testator, and to be from thenceforth next ensuing, without Impeachment of or for any manner of Waste, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after expressed and declared of and concerning the same; and immediately from and after the Expiration or sooner Determination of the said Term, and in the meantime subject thereto and to the Trusts thereof, to the Use of his the said Testator's Uncle *Humphrey Phineas Davie*, now Sir *Humphrey Phineas Davie*, and his Assigns, for his Life, without Impeachment of Waste; and from and after the Determination of that Estate by any Means in the Lifetime of the said Sir *Humphrey Phineas Davie*, to the Use of Sir *Thomas Dyke Acland* of *Killerton* in the said County of *Devon*, Baronet, and *Thomas Stevens* of *Winscot* in the same County, Esquire, (since deceased,) and their Heirs, during the Life of the said Sir *Humphrey Phineas Davie*, in Trust for him and his Assigns, and by the usual Ways and Means to preserve the contingent Interests therein-after limited from being defeated and destroyed; and from and immediately after the Decease of the said Sir *Humphrey Phineas Davie*, to the Use of the First and every other Son of him the said Sir *Humphrey Phineas Davie*, severally and successively according to his respective Seniority, in Tail Male, but without any further Remainder or Limitation; and the said Testator thereby further declared, that the Manors, Hereditaments, and Premises thereby limited to the said *Lewis William Buck* and *Henry Bouchier Wrey*, their Executors, Administrators, and Assigns, for the said Term of Two thousand Years, as therein-before mentioned, were so limited to them, their Executors, Administrators, and Assigns, for the said Term, upon Trust that they the said *Lewis William Buck* and *Henry Bouchier Wrey*, and the Survivor of them, and the Executors, Ad-

Will of Sir  
John Davie,  
Baronet,  
26th August  
1824.

ministrators,



ministrators, and Assigns of such Survivor, should, by Mortgage, Sale, Demise, or other Disposition of the said Manors, Hereditaments, and Premises, or any of them, or any Part thereof, for all or any Part of the said Term of Two thousand Years, or by all lawful Ways and Means, levy and raise such Sum and Sums of Money as the said *Lewis William Buck* and *Henry Bouchier Wrey*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should think it necessary or expedient to levy and raise, for the Purpose of paying and satisfying, and should therewith pay and satisfy, all his the said Testator's Funeral and testamentary Expences and Debts, and the Legacies bequeathed by the said Will (except the said Four charitable Legacies of Five hundred Pounds each), or which he should bequeath by any Codicil thereto; and the said Testator thereby further directed, that the Surplus (if any) of any such Monies to be raised as aforesaid should be paid to the said Sir *Humphrey Phineas Davie*, for his own absolute Use and Benefit; and the said Testator thereby further declared, that when all the Trusts of the said Term of Two thousand Years should have been performed, and the Costs incurred by the said Trustees and each of them, and their and each of their Executors, Administrators, and Assigns, in the Execution of such Trusts, should have been fully satisfied, the said Term of Two thousand Years should determine and be void; and the said Testator thereby further declared, that it should be lawful for the said Sir *Humphrey Phineas Davie* during his Life, and after his Decease for the said Sir *Thomas Dyke Ackland* and *Thomas Stevens*, since deceased, and the Survivor of them, and the Executors or Administrators of such Survivor, at their or his Discretion, during the Minority or respective Minorities of any Person or Persons who should become Tenant or Tenants in Tail Male in Possession of all or any of the said Manors, Hereditaments, and Premises thereby devised, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by him or them in the Presence of and attested by Two or more credible Witnesses, to appoint the said Manors, Hereditaments, and Premises, or such Part thereof as was comprised in the Share of the Person so entitled as aforesaid, or any Part thereof respectively, to any Person or Persons, by way of Lease for any Term of Years not exceeding Twenty-one Years, to be computed from the making thereof, but so as that there should be contained in every such Appointment by way of Lease a Condition of Re-entry, and so as that the Lessee or Lessees should not be made dispunishable for Waste, and so as that he, she, or they should execute a Counterpart or Counterparts thereof; and the said Testator by his said Will gave and bequeathed to his Sister the said *Frances Juliana Ferguson* the Sum of Twenty-five thousand Pounds Sterling, to be paid to her for her separate Use and Benefit exclusively of any Husband, and declared that her Receipt alone should be a sufficient Discharge for the same; and he gave to each of his Aunts, *Juliana Davie*, *Frances Davie*, and *Catherine Hunt* Widow, the Sum of One thousand Pounds; and he gave and bequeathed to his Servant therein called *James Traffin*, but whose Name the said Testator by a Codicil without Date declared to be *James Traverse*, (if in his Service at the Time of his Decease,) the Sum of Fifty Pounds, together with



the Amount of One Year's Wages and a Suit of Mourning; and directed that the several pecuniary Legacies therein-before bequeathed should be paid as soon as Money could be raised for that Purpose under the Trusts of the said Term of Two thousand Years; and the said Testator devised and bequeathed all Estates vested in him upon Trust or by way of Mortgage to the said *Lewis William Buck* and *Henry Bouchier Wrey*, their Heirs, Executors, Administrators, and Assigns, and appointed the same Persons Executors of his said Will: And whereas the said Testator made no other Codicil than that by which he corrected the Name of the said *James Traverse* as above mentioned, and died on or about the Eighteenth Day of *September* One thousand eight hundred and twenty-four, without having altered or revoked his said Will and Codicil, leaving the said *Frances Juliana Ferguson* his only Sister and Heiress at Law; and the said Will and Codicil were, on or about the Twenty-third Day of *December* One thousand eight hundred and twenty-four, duly proved by the said *Lewis William Buck* and *Henry Bouchier Wrey*; the Executors therein named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Testator's Funeral and testamentary Expences, and also all such of the Debts due and owing from him at the Time of his Decease as have come to the Knowledge of his said Executors, have been paid by them: And whereas all the said Legacies bequeathed by the said Will, and thereby directed to be raised under the Trusts of the said Term of Two thousand Years, have also been paid, as appears by Receipts for the same duly stamped; (that is to say,) a Receipt for the said Legacy of Twenty-five thousand Pounds bequeathed to the said *Frances Juliana Ferguson*, signed by her and the said *Henry Robert Ferguson*; Two Receipts in Writing, each for the Sum of One thousand Pounds, signed by the said Testator's Aunts, the said *Juliana Davie* and *Catherine Hunt*; a Receipt in Writing for the Sum of One thousand Pounds given to the said Testator's Aunt *Frances Davie*, and signed by the said *Sir Humphrey Phineas Davie*, to whom she bequeathed the same by her Will; and Receipts in Writing for Fifty Pounds and for Thirty Pounds, being the Amount of One Year's Wages, signed by the said *James Traverse*; by all which Legacy Receipts it appears that the Stamp Duty thereon had been duly paid: And whereas under and by virtue of a certain Indenture bearing Date the Thirtieth Day of *August* One thousand eight hundred and thirty, and made or expressed to be made between the said *Sir Humphrey Phineas Davie* of the First Part, the said *Henry Robert Ferguson* and *Frances Juliana* his Wife of the Second Part, the said *Lewis William Buck* and *Henry Bouchier Wrey* of the Third Part, and *Pitman Jones* of the City of *Exeter*, Gentleman, of the Fourth Part, (being a Covenant by and on the Part of the said *Sir Humphrey Phineas Davie* and *Henry Robert Ferguson* and *Frances Juliana* his Wife to levy a Fine, and a Declaration of the Uses thereof,) and by virtue of a Fine *Sur conuzance de droit come ceo, et cetera*, duly levied in pursuance of the said Indenture by the said *Sir Humphrey Phineas Davie* and *Henry Robert Ferguson* and *Frances Juliana* his Wife, in or as of Trinity Term in the First Year of the Reign of His late Majesty King *William* the Fourth, before the Justices of His Majesty's Court of Common Pleas, all those the Manors of *Stockley Pomeroy*, *Chilton Burnell* otherwise *Burnett*,

[Private.]

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Langacre,



*Langacre, Tremill, and Holsworthy, and Ninety Messuages, One Mill, Two hundred and ten Gardens, One thousand three hundred Acres of Land, Six hundred and ten Acres of Pasture, Three thousand nine hundred and fifty Acres of Furze and Heath, and One thousand one hundred and fifty Acres of Moor, with the Appurtenances, in the Parishes of Stockley Pomeroy, Broadclist, Holsworthy, Cheriton Fitzpaine, Thorverton, Cadbury, Cadleigh otherwise Cadeley, and Sandford, in the said County of Devon, being such of the Manors, Messuages, Lands, Tenements, and Hereditaments comprised in certain Indentures of Lease, Release, and Settlement, bearing Date respectively the Fifth and Sixth Days of July One thousand seven hundred and sixty-three, as were not comprised in certain other Indentures of Lease and Release bearing Date respectively the Tenth and Eleventh Days of February One thousand eight hundred and twenty-three, and a certain Common Recovery suffered in pursuance of such last-mentioned Indenture of Release in Easter Term in the Fourth Year of the Reign of His late Majesty King George the Fourth, and of which Manors and Hereditaments, intended to be comprised in the Indenture and Fine of One thousand eight hundred and thirty now in recital, the Messuages, Lands, Tenements, and Hereditaments specified in the Schedule to this Act, or some of them, are Part and Parcel, were duly limited and assured to the several Uses, upon the several Trusts, and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers and Provisoes, limited, expressed, and declared in and by the said recited Will of the said Sir John Davie of the Twenty-sixth Day of August One thousand eight hundred and twenty-four of and concerning the Manors and Hereditaments thereby devised, or such and so many of the same Uses or Trusts as were then subsisting and capable of taking effect, so as to confirm and give Effect to the same Uses, and Trusts, Powers, Provisoes, and Limitations; and from and after the Determination or Failure of the Uses and Estates limited by the same Will, and in the meantime subject thereto, to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements, expressed in the said therein in part recited Indenture of Settlement of the Twenty-first (therein by Mistake called Twenty-third) Day of March One thousand eight hundred and twenty-three, so made by the said Henry Robert Ferguson and Frances Juliana his Wife as aforesaid, with respect to the Hereditaments coming to her by Descent or otherwise as aforesaid, and to, upon, for, with, under, and subject to which Uses, Trusts, Intents, Purposes, Powers, Provisoes, Declarations, and Agreements the same Hereditaments were and are thereby covenanted and agreed to be settled, or which were and are thereby provided and agreed to be declared and created, of and in or concerning the same, (but by way of Confirmation of the same Uses, Trusts, Powers, Provisoes, Declarations, and Agreements, so far as the same had been already limited or created, and not otherwise,) and in Performance of the Covenants and Agreements contained in the same Indenture of Settlement, and therein and hereinbefore mentioned or referred to; all which said Uses, Trusts, Powers, Provisoes, Declarations, and Agreements it was by the now-reciting Indenture declared should arise and take effect in such and the same*

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Manner



Manner as if the same were in the now-reciting Indenture at Length set forth, declared, given, and created in the same Words (*mutatis mutandis*) as in the said Indenture of the Twenty-first (therein called Twenty-third) Day of *March* One thousand eight hundred and twenty-three expressed and set forth: And whereas by Indentures of Lease and Release bearing Date respectively the Thirty-first Day of *July* and the First Day of *August* One thousand eight hundred and thirty-six, the Release made between the said *Henry Robert Ferguson* and *Frances Juliana* his Wife of the First Part, and the said *Charles Lemon* (then *Sir Charles Lemon* Baronet), *Robert Ferguson*, and *Sir Ronald Crawford Ferguson*, of the Second Part, *William Vizard* Gentleman of the Third Part, and *James Wentworth Buller* Esquire, of the Fourth Part, and which Indenture of Release was duly acknowledged by the said *Frances Juliana Ferguson* in the Manner prescribed by the Act for the Abolition of Fines and Recoveries; after reciting (amongst other Things) the said Indenture of Settlement or Articles of the Twenty-first of *March* One thousand eight hundred and twenty-three, and the said Will of the said *Sir John Davie*, to the Effect herein-before stated, and the Death of the said Testator, and also reciting the Death of the said *James Buller*, one of the Trustees named in the said Articles or Settlement of the Twenty-first of *March* One thousand eight hundred and twenty-three, it was witnessed, that for the Considerations therein mentioned, and also in exercise of the Power therein and herein-before recited in this Behalf, the said *Henry Robert Ferguson* and *Frances Juliana* his Wife did, by the Deed or Instrument now in recital, under their Hands and Seals, attested by Two credible Witnesses, nominate and appoint the said *James Wentworth Buller* to be a Trustee for the Purposes mentioned in the said recited Articles or Settlement, and therein-after further declared and provided for, in the Place of the said *James Buller* deceased; and it was further witnessed, that in consideration of the Premises, and for the Consideration therein mentioned, the said *Henry Robert Ferguson* and *Frances Juliana* his Wife did grant, release, and confirm unto the said *William Vizard* and his Heirs all and singular the Manors, Capital and other Messuages or Tenements, Farms, Lands, Advowsons, Rectories, Tithes, Rents, and Hereditaments, devised by the said recited Will of the said *Sir John Davie* deceased, and all other the Manors, Messuages, Lands, Advowsons, Rectories, Tithes, Rents, Tenements, and Real Estates whatsoever late of or belonging to the said *Sir John Davie*, and all other the Hereditaments and Real Estate of or to which the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, in her Right, were then seised or entitled for any Estate of Inheritance at Law or in Equity, and whether in Possession, Remainder, Reversion, or Expectancy, or otherwise howsoever, and every Part thereof, with their Rights, Members, and Appurtenances, to hold the same nevertheless, as to all such of the said Manors and Hereditaments as were devised by the said Will of the said *Sir John Davie*, subject to the Life Estate of the said *Sir Humphrey Phineas Davie*, and the Estate to Trustees to preserve contingent Remainders during his Life, and the Estate Tail limited to the First and other Sons of the said *Sir Humphrey Phineas Davie*, and also the Residue of the Term of Two thousand Years created by the said recited Will, and all Charges

Appoint-  
ment of  
a Trustee of  
Mr. and Mrs.  
Ferguson's  
Settlement,  
31st July and  
1st August  
1836.



Charges prior thereto, unto the said *William Vizard* and his Heirs, to the Uses therein-after limited of and concerning the same; (that is to say,) to the Use of the said *Sir Charles Lemon, Robert Ferguson, Sir Ronald Crawford Ferguson, and James Wentworth Buller*, their Heirs and Assigns, for and during the joint Lives of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, upon the Trusts therein declared; (that is to say,) upon Trust that they the said *Sir Charles Lemon, Robert Ferguson, Sir Ronald Crawford Ferguson, and James Wentworth Buller*, and the Survivors or Survivor of them, or the Heirs and Assigns of such Survivor, should, during the joint Lives of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, levy and raise the annual Sum of Five hundred Pounds, clear of all Deductions, and pay the same to such Person and Persons as the said *Frances Juliana Ferguson* should by Writing under her Hand appoint, and in default of such Appointment to her the said *Frances Juliana Ferguson* for her sole and separate Use and Benefit, and upon further Trust that the said Trustees should, from and after the Payment and Satisfaction of the said Annuity of Five hundred Pounds, permit and suffer the said *Henry Robert Ferguson* and his Assigns, during the joint Lives of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, to take the Rents and Profits of the said Hereditaments and Premises for his own Use and Benefit, and from and after the Decease of such of them the said *Henry Robert Ferguson* and *Frances Juliana* his Wife as should first depart this Life, to the Use of the Survivor of them for and during the Term of his or her natural Life, and from and after the Decease of the Survivor of them the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, then to the Use of (or to the Use of any Person or Persons in Trust for) all and every or such One or more of the Child or Children of the said *Frances Juliana Ferguson* by the said *Henry Robert Ferguson* her Husband, and all and every or such One or more of the Issue of such Child or Children (such Issue to be born within the Lifetime of the said *Frances Juliana Ferguson*, or within the Term of Twenty-one Years, to be computed from the Day of her Decease,) for such Estate or Estates, either at Law or in Equity, to be divided between any Two or more Objects of the said Powers in such Shares, or to go and be to the Use of or in Trust for any One or more such Object or Objects, for an Estate of Inheritance, or for any other Estate charged with any Portion or Portions to be raised for the other or others or for any other or others of the said Objects, and with any Term or Terms of Years, or other Estate or Estates, Power or Powers, or other Means for raising any such Portion or Portions, and subject to such Limitations over, Powers, Provisoës, and Restrictions, but all such Limitations over, Powers, Provisoës, and Restrictions to be for the Benefit of such Children or Issue, some or One of them, and in such Manner and Form in all respects as the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by both of them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should direct or appoint; or in default of or subject to any such joint Direction and Appointment as aforesaid, then as the Survivor of them the said *Henry Robert Ferguson* and *Frances Juliana* his Wife should,



should, by any Deed or Deeds, with or without Power of Revocation, to be by such Survivor sealed and delivered, and attested as aforesaid, or by his or her last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing or Writings purporting to be or in the Nature of his or her last Will and Testament or a Codicil or Codicils thereto, to be signed and published in the Presence of and attested by the like Number of credible Witnesses (the Objects, Extent, and Terms of the Power remaining in all other respects the same) should direct or appoint; and in default of or subject to any such joint or separate Appointment as aforesaid, to the Uses in the now reciting Indenture declared for the Benefit of any Child or Children of the said *Frances Juliana Ferguson* by her present or any after-taken Husband, and the Issue of any such Child and Children, and subject thereto to the Use of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs of the Body of the said *Frances Juliana* lawfully issuing; and for default of such Issue to such Uses as the said *Frances Juliana Ferguson* by her last Will and Testament (notwithstanding her present or any future Coverture) should direct or appoint; and in default of or subject to any such Direction or Appointment, to the Use of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs of the said *Frances Juliana* for ever: And whereas by Deed Poll of Appointment bearing Date the said First Day of *August* One thousand eight hundred and thirty-six, under the Hands and Seals of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and attested by Two credible Witnesses, they the said *Henry Robert Ferguson* and *Frances Juliana* his Wife did (in exercise of the Power and Authority given to them by the last-recited Indenture, and of all other Powers enabling them in this Behalf,) direct, limit, appoint, and declare, that all the said Manors and Hereditaments comprised in and settled and assured by the said last above-recited Indenture, and also all other Manors and Hereditaments over which the said recited joint Power of Appointment and Disposition extended, with their Appurtenances, should thenceforth remain and be and stand settled in Remainder, from and after the Decease of the Survivor of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and in the meantime subject to the Uses, Estates, and Trusts by the said recited Indenture of even Date therewith limited and declared, to take effect during their Lives and the Life of the Survivor of them, (subject nevertheless as in the said recited Indenture is mentioned,) to the Use of the said *James Wentworth Buller* and *Benjamin Hall* Esquire (now Sir *Benjamin Hall* Baronet), their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Day of the Decease of the Survivor of them the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, upon the Trusts and subject to the Powers therein-after expressed and hereinafter in part recited concerning the same; with Remainder to the Use of *Henry Davie Ferguson*, the eldest Son of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of his Body lawfully issuing; with Remainder to the Use of *John Davie Ferguson*, the Second Son of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of his Body lawfully issuing; with Remainder to the Use of *William Augustus Ferguson*, the

Deed of  
Appointment  
by Mr. and  
Mrs. Fer-  
guson,  
1st August  
1836.

[Private.]



Third Son of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of his Body lawfully issuing; with Remainder to the Use of *Charles Robert Ferguson*, the Fourth Son of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of his Body lawfully issuing; with Remainder to the Use of the Fifth, Sixth, and every other Son then born or thereafter to be born of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, severally, successively, and in Remainder one after the other according to Seniority, and the Heirs Male of their respective Bodies lawfully issuing; with Remainder to the Use of *Harriet Ann Ferguson*, the First Daughter of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of her Body lawfully issuing; with Remainder to the Use of *Caroline Ferguson*, the Second Daughter of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of her Body; with Remainder to the Use of *Fanny Julia Ferguson*, the Third Daughter of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and the Heirs Male of her Body; with Remainder to the Use of the Fourth, Fifth, and all and every other the Daughter and Daughters of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife begotten and to be begotten, severally and successively, and in Remainder one after another, and the Heirs Male of their several Bodies lawfully issuing; with Remainder to the Use of the said *Henry Davie Ferguson*, the First Son of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, then born, in Tail General; with Remainder to the Use of the said *John Davie Ferguson*, the Second Son, in Tail General; with Remainder to the Use of the said *William Augustus Ferguson*, the Third Son, in Tail General; with Remainder to the Use of the said *Charles Robert Ferguson*, the Fourth Son, in Tail General; with Remainder to the Use of the Fifth, Sixth, and all and every other the Son and Sons of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife begotten or to be begotten, successively according to Seniority, in Tail General; with Remainder to the Uses, and upon the Trusts, and subject to the Powers and Declarations by the herein-before in part recited Indenture of even Date with the now-reciting Deed Poll declared, expressed, and contained of and concerning the same, and which, after the Determination or Failure of the Limitations thereby appointed or created, should be subsisting and capable of taking effect; and as to the said Term of Five hundred Years, therein-before limited to the Use of the said *James Wentworth Buller* and *Benjamin Hall*, it was declared, that the same was so limited upon Trust that the said *James Wentworth Buller* and *Benjamin Hall*, or the Survivor of them, his Executors, Administrators, or Assigns, should, after the Decease of the Survivor of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, (or during the Lives of them, or the Life of the Survivor of them, with their, his, or her Consent, but not otherwise, and subject and without Prejudice to any inalienable Trust for the Benefit of the said *Frances Juliana* then existing,) by Sale, Mortgage, or other Disposition of the Manors and Hereditaments comprised in the said Term of Five hundred Years, or of a competent Part thereof for all or any Part of the said Term, and by and out of the Rents, Issues, and Profits of the same Premises, or any Part thereof, in the meantime,



and until such Sale, Demise, Mortgage, or other Disposition should be made thereof, or by cutting down and making Sale of any Timber growing on the said Premises, or any of them, or any Part thereof, or by such other lawful Ways and Means whatsoever as the said *James Wentworth Buller* and *Benjamin Hall*, or the Survivor of them, his Executors, Administrators, or Assigns, should think proper, levy and raise, for the Portions of all and every of the Children of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife then born and thereafter to be born, (other than or besides their eldest or only Child for the Time being entitled to the first Estate in Remainder expectant on the said Term,) such Sum or Sums of Money as therein and herein after mentioned; (that is to say,) in case there should be Six or less than Six younger Children, the Sum of Four thousand Pounds for the Portion of each and every of such Children not exceeding Six; and if there should be Seven or more such younger Children, then the Sum of Twenty-five thousand Pounds for the Portions of such Seven or more Children, the said Sum of Four thousand Pounds to be the Portion of each such younger Child not exceeding Six in Number, or, as the Case might be, the said Sum of Twenty-five thousand Pounds to be divided amongst such younger Children being Seven or more in Number in equal Shares, Share and Share alike; and in the said Deed Poll are contained Provisoes declaring the Ages or Times at which the said Portions should become vested Interests, and giving Benefit of Survivorship in the said Sum of Twenty-five thousand Pounds if there should be Seven or more younger Children; and also for raising Money for the Advancement of younger Sons during their Minority, and also a Proviso for raising, after the Death of the Survivor of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, out of the Rents and Profits of the said Hereditaments comprised in the said Term of Five hundred Years, for all and every the said younger Child or Children for whom a Portion or Portions was or were intended to be provided under the Trusts of the said Term as aforesaid, in the meantime, and until his, her, or their Portion or Portions should become payable, such yearly or other Sum or Sums of Money as they the said Trustees, or the Survivor of them, his Executors, Administrators, and Assigns, should think proper, not exceeding, one Year with another, what the Interest of the respective Portion or Portions of such Child or Children, were he, she, or they actually entitled thereto, would amount to, at the Rate of Four Pounds *per Centum per Annum*; and also a Proviso for Cesser of the said Term of Five hundred Years when all and every the Trusts therein-before declared of the said Term should have been executed and satisfied, or should have become unnecessary or incapable of taking effect; and also a Power for the said *Henry Robert Ferguson* and *Frances Juliana* his Wife during their joint Lives, and after the Death of either of them for the Survivor, by any Deed or Deeds to be by them, him, or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, make void, alter, or change all and every or any of the Appointments, Declarations, Uses, Trusts, or Limitations therein-before made, created, expressed, or contained concerning the said Manors and Hereditaments, or the Rents, Issues, and Profits of the same; and by the same or any other Deed or  
Deeds,



Deeds, to be sealed, delivered, and attested as aforesaid, to declare, limit, and create such new or other Uses, Trusts, Declarations, and Limitations concerning such Premises or such Part thereof the Uses and Limitations whereof should be revoked as aforesaid, being such Uses, Trusts, Declarations, or Limitations as might have been created under the joint Power of Appointment intended to be thereby exercised, as the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, or the Survivor of them, should think fit: And whereas since the Date and Execution of the said recited Settlement and Deed Poll of the First of *August* One thousand eight hundred and thirty-six there have been no other Children born of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife: And whereas the said *Sir Humphrey Phineas Davie* hath never been married: And whereas the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments specified and comprised in the Schedule to this Act are Part of the Hereditaments devised by the said Will of the said *Sir John Davie* to the said *Sir Humphrey Phineas Davie* for Life, with Remainders as aforesaid, and are also (as before stated) Part of the Hereditaments upon which the Indenture of the Thirtieth Day of *August* One thousand eight hundred and thirty, and the Fine levied in pursuance thereof as aforesaid, operated as such Confirmation of the Uses of the said Will and of the said recited Articles of the Twenty-first Day of *March* One thousand eight hundred and twenty-three as aforesaid, and the Reversion of the same Premises is comprised in the above-recited Indentures of Settlement and Deed Poll of Appointment of the First of *August* One thousand eight hundred and thirty-six, and the same Manors, Messuages, Farms, Lands, Tenements, and Hereditaments are in divers Instances situate at a Distance from the Capital Messuage or Mansion House called *Creedy*, lately occupied by the said Testator, and now in the Possession of the said *Sir Humphrey Phineas Davie*, or are lying detached and at a Distance from the Bulk of the Estate so devised by the said Will of the said *Sir John Davie* as aforesaid, or are for other Reasons inconvenient to be held and enjoyed with the said Capital Messuage and the Bulk of the said Estate, and it would be of great Benefit to the said *Sir Humphrey Phineas Davie*, and also to the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and also to the infant Children of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, now born, and the Children of her the said *Frances Juliana Ferguson* hereafter to be born, if the said Messuages, Farms, Lands, Tenements, and Hereditaments specified in the Schedule to this Act were vested in Trustees, freed and discharged from the Uses, Trusts, Charges, and Limitations declared and made by the said hereinbefore in part recited Indentures and Will respectively, in Trust to be sold, and the clear Monies thence arising to be laid out, under the Direction of the High Court of Chancery, in the Purchase of other Estates more convenient to be held and enjoyed with the said Mansion House of *Creedy*, or with the Bulk of the said devised Estates, to be settled to the subsisting Uses of the said Indentures and Will respectively; but by reason of the Limitations contained in the said Indentures and Will, and the Infancy of the Children of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife now born, the said Purpose cannot be effected without the Aid and Authority of Parliament:



ment : Wherefore Your Majesty's most dutiful and loyal Subjects the said Sir *Humphrey Phineas Davie*, and the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, on behalf of themselves, and the said *Henry Robert Ferguson* on behalf of his said infant Children, do most humbly beseech Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all those the several Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments situate, lying, and being in the Parishes of *Saint Sidwell's* and *All Hallows on the Walls* in the City and County of the City of *Exeter*, in the Parishes of *Sandford*, *Crediton*, *Stockleigh Pomeroy*, *Shobroke*, *Cheriton Fitzpaine*, *Upton Hellions*, *Cadbury*, *Thorverton*, *Landkey*, *Lydford*, *Winckley*, *Broadwood Kelly*, *Broadclist*, *Mariansleigh* otherwise *Marleigh*, *Meshaw*, *Holsworthy*, and *Clawton*, in the said County of *Devon*, and in the Parishes of *Upton*, *Reddington*, *Huishchampfflower*, *Chipstable*, and *Skilgate*, in the County of *Somerset*, more particularly mentioned and described in the Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be and the same are hereby vested in and settled upon the said Sir *Charles Lemon* of *Carclew* in the County of *Cornwall*, and the said *John Hearle Tremayne* of *Heligan* in the same County, their Heirs and Assigns for ever, to the Use of them the said Sir *Charles Lemon* and *John Hearle Tremayne*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Devises, Uses, Estates, Trusts, Entails, Charges, Powers, Provisoes, Declarations, Limitations, and Agreements, as well in and by the said Indenture or Articles of the Twenty-first Day of *March* One thousand eight hundred and twenty-three, as in and by the said Will of the said Testator Sir *John Davie* deceased, and in and by the said Indentures of Lease and Release and Settlement of the Thirty-first Day of *July* and the First Day of *August* One thousand eight hundred and thirty-six, and the said Deed Poll of Appointment of the First Day of *August* One thousand eight hundred and thirty-six, respectively limited, expressed, created, declared, and contained of and concerning the same Hereditaments respectively, or any Part or Parts thereof, and particularly of and from the Term of Two thousand Years created by the said Will and the Trusts thereof, but nevertheless upon Trust and to the Intent that it shall and may be lawful to and for them the said Sir *Charles Lemon* and *John Hearle Tremayne*, or the Survivor of them, or the Heirs or Assigns of such Survivor, and they or he are or is hereby authorized and empowered, at any Time or Times, and from Time to Time hereafter, at the Request and with the Consent in Writing of the said Sir *Humphrey Phineas Davie*, *Henry Robert Ferguson*, and *Frances Juliana* his Wife, during their joint Lives, and after the Death of any One or more of them with the Consent in Writing of the Survivors or Survivor of them, and after the Decease of such Survivor, with the Consent in Writing of the Guardian or Guardians for the Time being of the Person who under the Devises

The Manors and Hereditaments mentioned in the Schedule vested in Trustees upon Trust to sell the same.

[Private.]

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and



and Limitations contained in the said recited Will and Settlement respectively, or either of them, shall be entitled to the Possession or Receipt of the Rents and Profits of the said Manors and Hereditaments, and shall be a Minor or Minors, to dispose of the said several Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested and settled as aforesaid, or any of them, or any Part or Parts thereof, either at one Time or several Times, and either in one Lot or several Lots, and either by public Auction or private Contract, or partly in each Mode, to any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively; and for the best Price or Prices that can or may, in the Opinion of the said Sir Charles Lemon and John Hearle Tremayne, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, be reasonably obtained for the same respectively, and upon such Terms, and upon such Conditions, Stipulations, and Agreements, as to Title or Evidence of Title, as they or he shall think fit, with full Power, Liberty, and Authority to buy in the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, or any of them, or any Part or Parts thereof, at any Sale by Auction, or to agree to rescind any private Contract or Agreement for Sale of all or any Part of the said Premises, and to re-sell the Premises so bought in or comprised in any such rescinded Contract at any future Auction or by private Contract, without being answerable for any Loss which may happen by such buying in, rescinding, or Re-sale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England*, in manner herein-after directed, of the Purchase Monies for which the same Hereditaments or any of them shall be sold, upon Trust that they the said Sir Charles Lemon and John Hearle Tremayne, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, do and shall convey and assure the said Hereditaments which shall be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, according to the Nature of the same Hereditaments respectively, or to such Uses, and upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers shall direct or require, absolutely freed, exonerated, and discharged as herein-before is mentioned.

Monies arising from Sales to be paid into the Court of Chancery.

II. And be it further enacted, That the Purchaser or Purchasers of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid, or any Part thereof, shall pay his, her, or their Purchase Monies respectively into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estate of the said Sir John Davie deceased, pursuant to the Method prescribed by the Act passed in the Twelfth Year of the Reign of King George the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act passed in the Twelfth Year of the Reign of King George the Second, Chapter Twenty-four.

III. And



III. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Purchase Monies as aforesaid, shall from Time to Time and at all Times be a good and sufficient Discharge to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for the Monies for which such Certificate or Certificates and such Receipt or Receipts shall be so given; and after filing such Certificate or Certificates such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely and for ever freed and discharged of and from the same Purchase Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Certificate of the Accountant General and Receipt of the Cashier of the Bank of England to be a good Discharge to a Purchaser.

IV. And be it further enacted, That all Monies arising from such Sales as aforesaid (after deducting such Costs, Charges, and Expences as herein-after mentioned) shall, upon a Petition to be presented to the said Court of Chancery in a summary Way by the said Sir *Humphrey Phineas Davie* during his Life, or after his Decease by the said *Henry Robert Ferguson* and *Frances Juliana Ferguson*, or such one of them, or such other Person as for the Time being would have been entitled to the first Estate of Inheritance or of Freehold of and in the said Manors and Hereditaments if the same had not been sold, and who shall be of the Age of Twenty-one Years, or of the Guardian or Guardians of any such Person for the Time being entitled as last aforesaid who shall be under the Age of Twenty-one Years being a Male, or under that Age and unmarried being a Female, and under the Direction of the said Court, be laid out or invested in the Purchase of any other Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of Inheritance, to be situated in *England* or *Wales*, or in both; and the Messuages, Lands, Tenements, and other Hereditaments so to be purchased shall immediately upon or after the Purchase of the same be, under the like Direction of the said Court (to be obtained upon Petition in the like Manner), conveyed, assured, and settled to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as under or by virtue of the said recited Will of the said Sir *John Davie* deceased, and the said recited Settlement or Articles of the Twenty-first Day of *March* One thousand eight hundred and twenty-three, and the said Indentures of Lease and Release and Settlement of the Thirty-first Day of *July* and the First Day of *August* One thousand eight hundred and thirty-six, and the said Deed-Poll of Appointment of the First Day of *August* One thousand eight hundred and thirty-six, or any or either of them, the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested as aforesaid would have been or stood settled or limited to if the same had not been sold as aforesaid, including the Residue of the said Term of Two thousand Years created by the said

Monies arising from Sales, after Payment of Expences, to be laid out, under the Direction of the Court of Chancery, in the Purchase of other Estates to be settled to the same Uses.



said Will, and such, if any, of the Trusts of the said Term as shall or may be subsisting undetermined or capable of taking effect, and also including the Power of Revocation and new Appointment of Uses contained in the said Deed Poll of the First of *August* One thousand eight hundred and thirty-six.

Until Purchasers are found the Monies to be invested in Exchequer Bills.

V. And be it further enacted, That in the meantime and until the Monies arising from such Sale or Sales as aforesaid shall be laid out or invested in such Purchase or Purchases as aforesaid, the same shall from Time to Time be laid out, under the Direction of the said Court of Chancery, to be obtained by Petition by the Person or Persons and in the Manner herein-before mentioned, in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out as aforesaid; and the Money received for the said Navy or Victualling Bills or Exchequer Bills, as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling Bills or Exchequer Bills; and all the said Navy or Victualling Bills and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until they shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by such Person or Persons as is or are herein-before authorized to present such Petition, be ordered to be sold by the said Accountant General for the completing of any such Purchase or Purchases hereby authorized to be made as aforesaid, or for the Payment of any Debt or Debts of the said Sir *John Davie* deceased, if the said Court should think fit so to order, and the said Bills shall then be sold and disposed of and the Proceeds thereof applied in such Manner as to the said Court shall seem just and meet: Provided always, that if the Money to arise by the Sale of any such Navy or Victualling Bills or Exchequer Bills as aforesaid shall exceed the Amount of the original Purchase Money laid out in purchasing the same Bills respectively as aforesaid, then and in such Case only the Surplus or Excess shall be paid to such Person or Persons respectively as would have been entitled to the Rents and Profits of the Hereditaments herein-before directed to be purchased, in case the same had been actually purchased in pursuance of this Act, or (as the Case may be) to the Representative of such Person or Persons, as Part of his, her, or their Personal Estate.

Court of Chancery empowered to make Orders for Taxation and Payment of Costs.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time (upon Petition in a summary Way, to be presented by such Person or Persons as herein-before directed in other Cases,) to make such Order as to the said Court shall seem expedient or reasonable for allowing, taxing, or settling all Costs, Charges, or Expences which have been or shall be incurred in obtaining and passing this Act or preparatory thereto, and in making and completing the Sales and Purchases hereby authorized to be made, or otherwise in carrying into execution the Trusts and Purposes of this Act, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from any such Sale or Sales of the said Manors and Hereditaments by this Act directed to be sold, or  
out



out of any Monies to arise by the Sale of any of such Navy or Victualing Bills or Exchequer Bills, or any of them, to be purchased as aforesaid.

VII. And be it further enacted, That, in the meantime and until such Sale or Sales as aforesaid shall be made of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid, the said Sir *Charles Lemon* and *John Hearle Tremayne*, and the Survivor of them, his Heirs and Assigns, shall permit the Rents and Profits of the same Hereditaments, or such Parts thereof as shall from Time to Time be remaining unsold, to be had, received, and taken by the Person or Persons who would have been entitled to the same in case this Act had not been made.

Until Sale Rents to be received by the Persons entitled as if this Act had not been passed.

VIII. Provided always, and be it further enacted, That, in the meantime and until such Sale or Sales as hereby authorized shall take place, the Power of leasing or appointing by way of Lease, given by the said Will of the said Sir *John Davie* deceased, to the said Sir *Humphrey Phineas Davie*, shall continue in full Force and Effect, and shall and may be exercised, as to or concerning the Hereditaments hereby vested in Trust as aforesaid, or such Part or Parts thereof as from Time to Time shall be remaining unsold, in such and the same Manner as if this Act had not been passed, any thing herein-before contained to the contrary in anywise notwithstanding.

Existing Power of leasing to continue in force until Sales made.

IX. Provided always, and it is hereby further enacted, That if the said Sir *Charles Lemon* and *John Hearle Tremayne*, or either of them, or any Trustee or Trustees who shall be appointed in the Stead of them or either of them, as herein-after mentioned, or their or any of their Heirs or Assigns, shall die, or be desirous to be discharged from or become incapable to act in the Trusts hereby created, at any Time before the same Trusts shall be fully executed and performed, then and in every such Case it shall be lawful for the said Court of Chancery (upon a Petition to be presented in a summary Way by any Person or Persons herein-before authorized to present such Petition in other Cases) to appoint the Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or desiring to be discharged, or becoming incapable to act as aforesaid, and thereupon the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested as aforesaid, or such of them as shall from Time to Time be remaining unsold, shall with all convenient Speed be conveyed and transferred so and in such Sort and Manner as to become legally vested in such new Trustee or Trustees, solely or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, and their Heirs and Assigns, upon the Trusts, and to and for the Intents and Purposes herein-before expressed and declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and every such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be so substituted or appointed.

Power to appoint new Trustees.

[*Private.*]



Indemnity  
for Trustees.

X. Provided always, and be it further enacted, That none of the said present or future Trustees of this Act shall be answerable or accountable for the other or others of them, or for involuntary Losses, and that, by and out of any Money which shall come to their or his Hands or Hand by virtue of any of the aforesaid Trusts, it shall be lawful for them or him to retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expences which they or he may respectively incur or sustain in carrying the Trusts of this Act into execution, and not herein particularly provided for.

General  
Saving.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Sir *Humphrey Phineas Davie*, and his First and other Son and Sons, (if he shall have any such Son or Sons), and the Heirs Male of the Body or Bodies of such Son or Sons, and the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, and each of them, and the said *Henry Davie Ferguson*, *John Davie Ferguson*, *William Augustus Ferguson*, *Charles Robert Ferguson*, *Harriet Ann Ferguson*, *Caroline Ferguson*, and *Fanny Julia Ferguson*, (the Sons and Daughters of the said *Henry Robert Ferguson* and *Frances Juliana* his Wife, now born,) and all and every other Son and Sons, Daughter and Daughters of the Body of the said *Frances Juliana* hereafter to be born, and the Heirs Male of the Body and respective Bodies and Heirs of the Body and respective Bodies of all and every the said Sons and Daughters now born and hereafter to be born, and the Heirs of the Body of the said *Frances Juliana Ferguson*, and also her right Heirs, and the Heirs of the said Sir *John Davie* deceased, and of the said Sir *Humphrey Phineas Davie*, and of the said *Henry Robert Ferguson*, and also except the Trustees named in the said Will of the said Sir *John Davie* and in the said Indenture of Settlement and Deed Poll of Appointment of the First of *August* One thousand eight hundred and thirty-six, for preserving contingent Remainders, and their respective Heirs, and also the said *James Wentworth Buller* and *Benjamin Hall*, their Executors, Administrators, and Assigns, as Trustees of the Term of Five hundred Years created by the said Deed Poll of Appointment, and except all and every other Person and Persons whatsoever having or claiming, or who shall or may at any Time or Times hereafter have or claim, any Estate, Right, Title, Charge, Term, Trust, or Interest, at Law or in Equity, under or by virtue of the said recited Will of the said Sir *John Davie*, or the said recited Indenture of the Twenty-first Day of *March* One thousand eight hundred and twenty-three, or the said recited Indenture and Deed Poll of Appointment of the First of *August* One thousand eight hundred and thirty-six, or under any Appointment already made or hereafter to be made by the said *Henry Robert Ferguson* and *Frances Juliana* his Wife jointly, or the said *Frances Juliana Ferguson* solely, under the Powers of Appointment given or reserved to them and to her by the said Indentures and Deed Poll respectively, or any or either of them, and the Heirs, Executors, Administrators, and Assigns of any such Appointee or Appointees,) all such Estate or Estates, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Manors, Mes-  
suages,



suages, Farms, Lands, Tenements, and Hereditaments hereby vested in Trust to be sold, or intended so to be, or any Part or Parts thereof, as they respectively, every or any of them, had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

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

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



## The SCHEDULE referred to by this Act.

Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
<i>Lands in the City and County of the City of Exeter.</i>								
James and George Darke.	A Close of Land, called Willis's Brickfield.	Saint Sidwell's.	1	0	0	4	4	0
John Nicholls -	Part of the Buildings late John Fleming's.	Allhallows on the Walls	-	-	-	3	5	0
William Wilcocks -	The other Part of Ditto -	Ditto -	-	-	-	1	15	0
Charlotte Tapley and Edward Tapley.	An old Dye-house and Premises, formerly Yoe's, late Pitman's, and other Houses in Rack Close Lane.	Ditto -	-	-	-	20	0	0
<i>Lands in the County of Devon.</i>								
William Daw and others.	Clase's Tenement - -	Sandford -	14	0	21	} 55	0	0
Ditto - -	Late Lane's Tenement - -	Ditto -	13	1	19			
William Brown and others.	Cobley's Tenement - -	Ditto -	15	1	0			
John Trude and Ann Kelland.	Messuage and Tenement called Whiterows.	Ditto -	52	0	12	45	0	0
Daniel Norrish -	Messuage and Tenement called East Pidsley.	Ditto -	119	1	27	150	0	0
William Norrish -	Pagham - - - -	Ditto -	40	3	16	30	0	0
Giles Hamlyn and John Bickley.	Messuage and Tenement called Clampitts and Claylands.	Ditto -	30	1	20	31	0	0
Robert Tucker -	Messuage and Tenement called West Hentshill.	Ditto -	45	1	27	50	0	0
John Wright, William Passmore, Thomas Wright, and others.	Waterhouse Tenement -	Ditto -	3	0	8	4	10	0
William Harris -	Lake's Tenement - - -	Ditto -	6	0	16	0	5	0
William Norrish -	Messuage and Tenement called Venn.	Ditto -	37	2	26	70	0	0
Elizabeth Tucker, late Rowe.	Tenement called the Crofts -	Ditto -	2	3	7	0	2	0
Thomas Denham -	Northlake's Tenement - -	Ditto -	30	1	14	1	8	2
John Hatten -	Cottage, Tenement, and Witheaven.	Ditto -	0	0	20	0	3	10
William Wellacott -	House adjoining the Churchyard.	Ditto -	0	0	2	0	15	0
Sarah and Ann Brown.	Three Marshes, and the Plots called Broad Marsh, Long Marsh and Higher Marsh, adjoining Venn by the River Creedy (late Harris's.)	Ditto -	12	0	0	37	1	8



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
John, Thomas, and William Drake.	Punchy Close and Long Close, Part of Ponsford's Tenement.	Crediton -	6	1	13	16	0	0
Jonas Pollard -	The Star Orchard, late Parnell's.	Ditto -	2	0	0	9	10	0
Richard Paddon -	A Cottage Tenement called Waybourne's.	Ditto -	1	0	23	8	8	0
Widow Cox -	A Cottage and Garden, late Pitt's, near the Church.	Ditto -						
Hugh Pollard -	A Cottage and Garden near the Church.	Ditto -						
Samuel Cross -	A Cottage and Garden near the Church.	Ditto -						
Elizabeth Flood, Widow.	A Cottage and Garden near the Church.	Ditto -						
Richard White -	A Cottage Tenement, Part of Fridales, late William Risdon's, near the Church.	Ditto -	0	0	38	14	10	0
James Warren -	A Cottage and Garden, Part of Ditto, near Ditto.	Ditto -						
Ditto -	A Cottage Tenement, Part of Ditto, near Ditto.	Ditto -						
William Flood -	A Cottage Tenement near the Church.	Ditto -						
James Barry, John Furzeman, James Woodgates, and George Newman.	Hooker's House and Premises -	Ditto -	0	0	25	8	10	0
John Lendon or the Heirs of Stabback.	A Chief Rent of Ten Shillings payable out of a House in the East Street of Crediton, late Andrew Norrish's.	Ditto -	-	-	-	0	10	0
Messrs. Bodley, Tucker, and others.	The Manor of Stockleigh Pomeroy in the County of Devon, comprising all the Messuages, Lands, and Tenements in the Parish of Stockleigh Pomeroy, except the Glebe.	Stockleigh Pomeroy.	1,194	1	9	1,310	0	0

*Lands in the County of Devon.*

Ann Kelland Widow, John Sargent, and John Case.	Message, Tenements, and Farm, called Hill and Butson's, and Part of Underhill.	Shobrooke and Sandford.	114	0	9	80	0	0
James Cole -	Message and Tenement called Trew.	Shobrooke	120	0	10	84	0	0
Richard Melhuish -	Message, Tenements, and Farm called Chilton Barton, Middle or Little Chilton, Melhuishe's, and Ramspitt.	Cheriton Fitz Paine.	231	1	17	200	0	0
John Strong -	Message, Tenement, and Farm called Higher Chilton, late Lake's.	Ditto -	109	1	2	178	0	0
John Bellamy -	Message and Tenement called Perry.	Ditto -	49	2	17	45	0	0
John Eastabrooke -	Message and Tenement called Welcombe.	Ditto -	77	3	0	73	10	0
James Cockram and John Hewish.	Tenement called Chilton Downs.	Ditto -	21	3	20	23	0	0

[Private.]



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
Benjamin Brewer -	A Cottage Tenement called White Cross Green.	Cheriton Fitz Paine.	1	2	0	0	1	6
Untenanted -	A Cottage and Garden at Hask, late William Tooke's.	Upton Helions.	—			—		
Sarah Mare, Widow	A Cottage and Garden at Hask.	Ditto -	-	-	-	1	10	0
James Dymond -	A Cottage Tenement at Hask -	Ditto -	0	2	0	4	12	0
Samuel Passmore -	A Cottage Tenement at Hask -	Ditto -	0	2	0	4	0	0
John Hill -	Messuage and Tenement called Bowley, alias Higher Bowley.	Cadbury -	25	0	31	27	0	0
William Roberts and Cossway.	Messuages and Tenement called Chilton Gate, alias Brookes, Chilton, and Bowden Hills.	Thorverton	132	3	34	111	0	0
Fursdon -	The redeemed Land Tax of Easter Bowden Hill, Woodwalls, Spireaux, and Way.	Ditto -	-	-	-	8	7	4
Thomas Joce Buck- ingham.	Messuage and Tenement called Hill.	Landkey -	23	3	8	60	0	0
Richard Born -	Messuages, Tenements, and Farm called Fernworthy and Assycombe, adjoining Dartmoor.	Lydford -	1,521	0	8	90	0	0

*Manor of Hollacombe Parramore in the County of Devon.*

John Hernaman's Widow.	Cottage Tenement in Winkley Town, late Emanuel Saunders.	Winkley Town.	0	0	6	4	18	0
William Young and Thorn.	A Cottage Tenement in Ditto -	Ditto -	0	0	14	0	2	8
Messrs. Pillman.	Messuage and Tenement called East Pitford and Hollacombe-Coppice.	Ditto -	130	0	2	52	0	0

*Manor of Brixton in the County of Devon.*

William Sampson and Samuel Sampson.	Messuage and Tenement called Brixton Barton. Messuage and Tenement called Murhay, with Two Cottages thereon.	Broadwood Kelly -	271	3	15	153	2	6
Thomas Vicary's Widow.	Messuage and Tenement called Bowdon. A Cottage Tenement called Jarman's Cott. A Cottage Tenement called Easter Cottage.	Ditto -	0	1	25	0	10	0

## CHIEF RENTS:

Wreford -	Lower Woodland -	Broadwood Kelly.	-	-	-	0	2	6
William Sampson -	Colehouse, formerly Ellis's -	Ditto -	-	-	-	0	2	6
John Sampson -	Stafford Beer -	Ditto -	-	-	-	0	3	0
Robert Clapp -	Late Gerrard Napper's Coalhouse.	Ditto -	-	-	-	0	2	6
Sir T. D. Acland, Bart.	The Reversion in Fee of the Manor of Langacre, Devon, subject to a Term of 2,000 Years therein.	Broadclist.	—			—		



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
<i>Manor of Mariansleigh otherwise Mareleigh in the County of Devon.</i>								
Ann Eastmond, Widow.	Messuage and Tenement called Callard's.	Mariansleigh otherwise Mareleigh.	2	3	18	8	10	0
William Adams and Andrew Goss.	Messuage and Tenement called Furze Park alias Barton.	Ditto -	43	0	4	38	10	0
William Adams and others.	Messuage and Tenement called Widehay.	Ditto -	52	2	3	35	0	0
Ditto -	A Tenement called Scilvings-toole.	Ditto -	2	2	11	4	4	0
John Bennett -	Messuage and Tenement called Moorhouse.	Ditto -	101	2	6	42	0	0
William Chapple -	Messuage and Tenement called Wester Moor.	Ditto -	38	2	9	18	0	0
Michael Down, John Eastmond, and George Cruwys.	Messuage, Tenements, and Farm called Wester Huntingdon and Easter Cleave, alias Town Living.	Ditto -	74	1	6	51	0	0
James Tout -	Messuage and Tenement called Higher Westacott.	Ditto -	61	1	29	30	0	0
George Treble -	Messuage and Tenement called Lower Westacott.	Ditto -	81	2	22	35	0	0
James Carter and others.	Messuage and Tenement called Hill alias Hill Town.	Ditto -	71	1	15	30	0	0
Ditto -	Messuage and Tenement called Wester or Lower Uppacott.	Ditto -	113	2	32	66	0	0
Thomas Ayre -	Messuage and Tenement called Higher Uppacott.	Ditto -	76	0	11	55	0	0
Robert Harris -	Messuage and Tenement called Trittoncott.	Ditto -	69	3	36	35	0	0
William Tucker -	Messuage and Tenement called Southcott.	Ditto -	52	3	37	40	0	0
Ditto -	Messuage and Tenement called Milltown.	Ditto -	77	0	22	30	0	0
William Packer and William Rock.	Messuage and Tenement called Notcliffe.	Ditto -	60	0	7	24	0	0
Messrs. Meechem and Elworthy.	Messuage and Tenement called Rowcliffe.	Ditto -	75	1	37	37	0	0
William Cruwys -	Cottage and Garden, Part of Scelvingstoole.	Ditto -	0	0	12	1	10	0
William Cawsey -	Cottage and Garden, Part of Ditto.	Ditto -	0	0	12	1	10	0
John Cook -	Cottage and Garden, late Cook's	Ditto -	0	0	13	1	10	0
Dorothy Rock -	A Ditto late Ditto -	Ditto -	0	0	13	1	5	0
James Fewings junior.	A Cottage Tenement -	Ditto -	0	0	15	1	10	0
Thomas Ayre -	A Cottage Tenement -	Ditto -	0	0	15	1	10	0
William Eastmonds	Crispin's Cottage -	Ditto -	0	0	12			
Robert Fewings -	A Cottage and Garden -	Ditto -	0	0	10	2	0	0
John Bennett -	A Cottage adjoining the Churchyard.	Ditto -	0	0	2	1	0	0
William Lethbridge	A Ditto Ditto -	Ditto -	0	0	2	1	0	0
William Nott -	A Ditto Ditto -	Ditto -	0	0	2	1	0	0
Henry Adams -	A Tenement called Norther Ground, alias Stick's Ground.	Ditto -	14	3	31	0	2	8
William Eastmond -	Allen's Cott -	Ditto -	0	0	9	0	1	0
James Eastmond -	A Messuage and Tenement called Finhay.	Ditto -	3	2	15	0	4	2



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
Robert Eastmond -	A Cottage, late Bowdon's -	Mariansleigh	0	0	8	0	3	0
Thomas Bessley -	A Cottage late Anthony Adam's	Ditto -	0	0	37	0	2	0
In hand -	Easter Wood, Middle Wood, and Wester Wood.	Ditto -	57	2	9	—		
William Tucker -	Gammonshay's Tenement -	Meshaw -	33	2	30	15	0	0

## CHIEF RENTS.

Edward Kemp -	Toadlake - - - -	Mareleigh -	-	-	-	0	14	8 $\frac{1}{2}$
John Thorne -	Little Alzer alias Elias Rocks	Ditto -	-	-	-	0	3	0 $\frac{1}{2}$
John Toms -	Yeo Barton - - - -	Ditto -	-	-	-	0	12	2
John Bowdon, Esquire.	Bullmarsh - - - -	Ditto -	-	-	-	0	16	0
Colonel Ferguson -	Uppacott - - - -	Ditto -	-	-	-	0	2	0.

*Manor of Holsworthy in the County of Devon.*

Robert Northcott and William Badge.	Message and Tenement called Southcott.	Holsworthy	335	3	33	108	0	0
Messrs. Millman and William Badge.	Message and Tenement called Keephills.	Ditto -	88	0	10	34	6	0
Thomas Gerry -	Middle Park and Middle Park Meadow.	Ditto -	8	0	37	11	0	0
John Cornish Bole	Little Kimming's Meadow, Great Kimming's Meadow, and Part of Great Southercombe Meadow.	Ditto -	8	1	21	10	0	0
Robert Northcott -	An overland Tenement called Greenaway.	Ditto -	5	3	19	12	0	0
John Hooper -	Garden Plot adjoining Green- away.	Ditto -	0	0	21	0	10	0
Robert Northcott, junior.	Windmill Meadow and Plot adjoining.	Ditto -	1	0	4	2	10	6
James Ching and Sons.	Eastern and Western Souther- combe Meadow, One Acre Field, and Long Close.	Ditto -	10	2	18	12	10	0
Lewis Braund -	Little Southercombe Meadow, Plot of Waste in Souther- combe Lane, and Plot Part of Great Southercombe Mea- dow.	Ditto -	2	1	29	2	10	0
Thomas Gerry -	Great Common Park alias Webber's Close.	Ditto -	5	1	11	8	10	0
Richard Ching -	Crabb's Stanbury - - - -	Ditto -	8	2	9	14	0	0
Ditto -	Holland Park and Meadow -	Ditto -	13	1	8	11	10	0
John Bartlett -	Higher and Lower Easter Southercombe.	Ditto -	7	0	15	6	10	0
Thomas Yeo -	Lower Cleverdon's Close -	Ditto -	2	3	23	7	10	0
George Wonnacott -	Higher Cleverdon's Close -	Ditto -	1	1	23	3	5	0
Joseph Bennett -	Little Common Park, Randle's Park, and Dobble's Croft.	Ditto -	5	0	0	12	0	0
Charles Kingdon -	Holsworthy Parks and Crispin's Close.	Ditto -	11	0	18	11	0	0
James Northcott -	A Garden Plot adjoining Kimming's Field.	Ditto -	0	0	4	0	2	6
Urbanus Pearse -	A House and Garden adjoining Greenaway Close.	Ditto -	0	0	8	0	5	0
Joseph Bennett -	Lillick's and another House in Holsworthy Town.	Ditto -	0	0	33	0	4	0



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
Richard Ching	Windmill Park	Holsworthy	12	0	11	0	16	0
Daniel Sleeman	A House near the White Hart in Holsworthy Town.	Ditto	0	0	7	0	5	0
Richard Webb	Messuage and Tenement called Merryfield.	Ditto	144	2	28	55	0	0
William Routley, Richard Hancock, and John Edgcombe.	Messuage and Tenement called Yellowland.	Ditto	85	0	12	29	1	0
Benjamin Axford and Charles Treble.	Messuage and Two Tenements called Gearnes and ScorPhill.	Ditto	238	0	20	77	19	0
Messrs. Richard Allin.	Messuage and Tenement called Burrow.	Ditto	122	1	34	60	0	0
Richard Heydon	Messuage and Tenement called Hole Parks.	Ditto	20	3	5	15	0	0
John Cornish	One Third of Featherland Ham	Ditto	10	0	11	2	0	0
John Bayley	The Shear of a Plot of Ground in Rolls Meadow.	Clawton	3	3	20	0	10	0

## CHIEF RENTS.

The Heirs of John Specott Long, Esquire.	A House in the Possession of Samuel Fry.	Holsworthy	-	-	-	0	1	0
Richard Ching	A Ditto in Possession of Walter Friend.	Ditto	-	-	-	0	5	0½
The Heirs of Manning.	A Ditto late in the Possession of Grace Vile.	Ditto	-	-	-	0	0	10
John Hoskin	A Ditto late in the Possession of George Down.	Ditto	-	-	-	0	1	11
John Gimblett	A Ditto late in the Possession of Mrs. Bland.	Ditto	-	-	-	0	1	6
Henry Cory	The Crown and Sceptre	Ditto	-	-	-	0	4	0
Richard Ching	A House in the Possession of Richard Kingdon.	Ditto	-	-	-	0	1	6
Richard Kingdon	Late Marshall's House	Ditto	-	-	-	0	1	4
The Earl of Stanhope.	For the Manor of Holsworthy	Ditto	-	-	-	0	4	6

*Manor of Bittiscombe in the County of Somerset.*

John Palfrey	Messuage, Tenements, and Farm called Lee Ford, Hayford's Marsh, Part of Lowtrow, and One Field, Part of Little Heddon, and the Tithes of the same.	Upton	83	3	24	38	12	0
Richard Hill and others.	Messuage and Tenement called Godham, and the South Part of Lowtrow, and the Water Close, (including the Allotments belonging to Godham Landsend and Lowtrow on Heddon Hill, and the Tithes of the same).	Ditto	197	0	9	123	2	6
James Welch	Messuage, Tenement, and Farm called Landsend, and the Tithes of the same.	Ditto	178	1	35	162	2	6

[Private.]

[11 n]



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.		
			A.	R.	P.	£	s.	d.
William Pearse and others.	Message, Tenement, and Farm called Lotley, and the Tithes of the same.	Upton -	169	3	33	110	8	0
James Luxton -	Mill Meadow alias Hone Meadow, and the Tithes of same.	Ditto -	2	3	3	5	12	0
James Jones -	Bittiscombe Mills and the Tithes of the same.	Ditto -	6	3	22	15	18	0
Widow Wilkins -	A Garden Plot, inclosed from the Waste in Bittiscombe Village, and the Tithes of the same.	Ditto -	0	0	18	0	2	6
William Butson -	A Dwelling House and Garden at Pool, and the Tithes thereof.	Ditto -	0	0	14	2	0	0
John Marsh -	A Dwelling House and Garden at Pool, and the Tithes thereof.	Ditto -	0	0	14	2	0	0
Thomas Tudball's Widow.	Wild Parks and the Tithes of the same.	Ditto -	15	2	16	2	12	6
Robert Norman and James Luxton.	Message, Tenements, and Farm called Bittiscombe Hill, Pool House, Lee Closes and Pool, and the Tithes of that Part in Upton.	Upton and Reddington.	139	3	15	127	9	0
Robert Norman -	Message, Tenements, and Farm called Barton House alias Chapman's, and an Overland called Rhode's, and the Tithes of that Part in Upton.	Ditto -	33	3	14	34	4	6
Robert Were -	Oxenleaze, West Overly, New Parks, and Cater's Meadow, and the Tithes of that Part in Upton.	Ditto -	145	2	33	107	0	0
Richard Tudball -	Three Cottages alias Lang's, and the Tithes of that Part in Upton.	Ditto -	16	0	6	3	13	2
John Palfrey -	Message and Tenement called Notwell.	Reddington	159	2	9	125	0	0
John Yeandle -	Overland called East Overly -	Ditto -	27	3	14	16	0	0
John Webber -	A Cottage on the Waste adjoining Sholford.	Huishchampflower.	0	0	20	0	2	6
John Heyward -	A Cottage on Two Plots on Ditto.	Ditto -	0	0	24	0	2	6
George and John Palmer.	Message, Tenement, and Farm called Sperry Barton and Sholford, and the Tithes of that Part in Upton.	Ditto and Upton.	313	3	26	226	12	6
In hand -	Bittiscombe Wood and the Tithes of the same.	Upton -	46	0	35	—	—	—
Ann and John Slocombe.	Message and Tenement called Chitcombe.	Chipstable -	139	3	10	80	0	0
Thomas Follett and Richard Collard.	East Milton, Beccombe Ford, and West Milton, with their Allotments on Heddon Hill.	Skilgate -	306	0	16	190	0	0
James and John Morse.	Lower Gamblyn and Rose Cottage, with the Allotment on Heddon Hill.	Ditto -	78	2	14	70	0	0



Tenants.	Premises.	Parishes.	Estimated Contents.			Yearly Rents.			
			A.	R.	P.	£	s.	d.	
CHIEF RENTS.									
John Beague, Esq.	Lee Barton and Frogwall	-	Skilgate	-	-	-	0	0	0½
Ditto	Withywind	-	Ditto	-	-	-	0	2	0
John Hill	Higher Gamblyn	-	Ditto	-	-	-	0	4	0
John Acland, Esq.	Withy, late Pulham's and Darche's.	-	Chipstable	-	-	-	0	0	4

FRA<sup>s</sup> BERRY.

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