



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 24.

An Act for authorizing the raising, by Mortgage of the Estates devised by the Will of the Right Honourable *William* late Earl of *Devon*, a limited Sum of Money, to be applied, under the Direction of the High Court of Chancery, in repaying to the present Earl and Lord *Courtenay* the Whole or a Portion of the Monies already expended by them for the Repair and Restoration of the Castle of *Powderham*, and the Buildings belonging thereto, and towards completing such Repair and Restoration; and for making Provision for Payment of the Interest of the Money so to be raised, and also for the Liquidation of the Principal; also for extending the Power to grant Building Leases contained in the Will of the said late Earl. [30th *July* 1842.]

WHEREAS the Right Honourable *William* late Earl of *Devon* duly made and published his last Will and Testament in Writing, bearing Date on or about the Third Day of *May* One thousand eight hundred and thirty-one, executed [Private.]

Will of *William* Earl of *Devon*, dated 3d *May* 1831.

and attested in the Manner then required by Law for rendering valid Devises of Freehold Estates, and thereby, after giving divers pecuniary Bequests and Legacies, gave and devised unto his Brother-in-Law, the Right Honourable *George Lord Carteret* (since deceased), and his Nephew, *Sir John Courtenay Honeywood* of *Evington* in the County of *Kent*, Baronet, (also since deceased,) and their Heirs, all his the said Testator's Castles, Manors, Lands, Advowsons, and Hereditaments, in *England* and in *Ireland*, and all Remainders, Reversions, and Expectancies of and in the same, and all other the Real Estates in *England* and *Ireland* of or to which he the said Testator was at the Time of making his said Will seised or entitled, at Law or in Equity, in Possession, Reversion, or Remainder, or over or in respect of which he had any Power of Disposition or Appointment, to hold the same to the said *George Lord Carteret* and *Sir John Courtenay Honeywood*, and their Heirs, to, for, or upon the Uses, Trusts, Intents, and Purposes, and subject to the Powers, Provisoos, and Declarations, in and by the said Will limited, expressed, and declared concerning the same; (that is to say,) to the Use of the said *George Lord Carteret* and *Sir John Courtenay Honeywood*, their Executors and Administrators, during the Term of Five hundred Years, to commence from the Time of his the said Testator's Decease, upon the Trusts therein-after declared concerning the same, and from and after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to certain Uses in the usual Course of strict Settlement, for the Benefit of the said Testator's Sons, and the Sons of such Sons, and the Heirs Male of their Bodies; and in default of such Issue Male, as therein mentioned, of the said Testator's Body, to the Use of *William Reginald Courtenay* Esquire, now commonly called *Lord Courtenay*, (therein described as eldest Son of the said Testator's Relation, *William Courtenay* Esquire, now Earl of *Devon*,) during the Term of the Life of the said *William Reginald Lord Courtenay*, without Impeachment of Waste; with Remainder to the Use of the said Testator's Brother-in-Law the Right Honourable *Lord Robert Edward Somerset* and Major General *John Locke*, and their Heirs, during the Life of the said *William Reginald Lord Courtenay*, in Trust to preserve the contingent Remainders therein-after limited; and from and after the Decease of the said *William Reginald Lord Courtenay*, to the Use of each of the Sons of the said *William Reginald Lord Courtenay* born or to be born in the said Testator's Lifetime, successively, during the Term of the Life of each such Son, without Impeachment of Waste; and after the Decease of each such Son, to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of the said Sons of the said *William Reginald Lord Courtenay*, and the First and every other Son successively in Tail Male of such elder Son, might be preferred to and take before the younger of the said Sons of the said *William Reginald Lord Courtenay*, and his and their First and other Sons successively in Tail Male; with Remainder, after the Determination of the Estate for Life of each of the said Sons of the said *William Reginald Lord Courtenay* by any means in the Lifetime of such Son, to the Use of the said *Lord Robert Edward Somerset* and *John Locke*, and their

Heirs, during the Life of each of such Sons of the said *William Reginald Lord Courtenay*, in Trust to preserve the contingent Remainders therein-after limited; and in default of such Issue Male as aforesaid of the said *William Reginald Lord Courtenay*, to the Use of the Son and Sons of the said *William Reginald Lord Courtenay* who should be born after his the said Testator's Decease, successively in Tail Male, so that the elder of such Sons and the Heirs Male of his Body should be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and Bodies; and in default of such Issue, to the Use of each of the other Sons of the said *William* now Earl of *Devon* born or to be born in his the said Testator's Lifetime, successively during the Life of each such Son, without Impeachment of Waste; and after the Decease of each such Son, to the Use of his First and every other Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of the said other Sons of the said *William* Earl of *Devon*, and the First and other Sons successively in Tail Male of such elder Son, might be preferred to and take before the younger of the said other Sons of the said *William* Earl of *Devon*, and his and their First and other Sons successively in Tail Male; and after the Determination of the Life Estate of each of the said other Sons of the said *William* Earl of *Devon* by any means in the Lifetime of such Son, to the Use of the said Lord *Robert Edward Somerset* and *John Locke*, and their Heirs, during the Life of each such Son, in Trust to preserve contingent Remainders; and in default of such Issue Male of the said *William* Earl of *Devon* as aforesaid, to the Use of the said Lord *Robert Edward Somerset* and *John Locke*, and their Heirs, during the Life of the said *William* Earl of *Devon*, in Trust to preserve contingent Remainders, but nevertheless to permit the Person or Persons who for the Time being and from Time to Time during the Life of the said *William* Earl of *Devon* should be seised of or entitled to the said Testator's said Hereditaments in Remainder immediately expectant upon the Decease of the said *William* Earl of *Devon* to receive the Rents, Issues, and Profits of the said Hereditaments, in the same Manner as if the said *William* Earl of *Devon* were actually dead; and from and after the Decease of the said *William* Earl of *Devon*, to the Use of the Son and Sons of the said *William* Earl of *Devon* who should be born after his the said Testator's Decease successively in Tail Male, so that the elder of such Sons and the Heirs Male of his Body should be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and Bodies; and for Want of such Issue, to the Use of his the said Testator's Relation *Thomas Peregrine Courtenay* Esquire, since deceased, therein described as the Brother of the said *William* now Earl of *Devon*, and his Assigns, during his Life, without Impeachment of Waste; and from and after the Determination of that Estate in his Lifetime, to the Use of the said Lord *Robert Edward Somerset* and *John Locke*, and their Heirs, during the Life of the said *Thomas Peregrine Courtenay*, in Trust to preserve contingent Remainders; and from and after the Decease of the said *Thomas Peregrine Courtenay*, to the Use of *Thomas Peregrine Courtenay* the younger, the eldest Son of the said *Thomas Peregrine Courtenay*,

Courtenay, and his Assigns, during his Life, without Impeachment of Waste; and from and after the Determination of that Estate in his Lifetime, to the Use of the said Lord *Robert Edward Somerset* and *John Locke*, and their Heirs, during the Life of the said *Thomas Peregrine Courtenay* the Son, upon Trust to preserve contingent Remainders; and after the Decease of the said *Thomas Peregrine Courtenay* the Son, to the Use of the First and every other Son of the said *Thomas Peregrine Courtenay* the Son lawfully to be begotten, successively according to Priority of Birth in Tail Male, so that the elder of such Sons and the Heirs Male of his Body should be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and Bodies; and for Want of such Issue, to the Use of each of the other Sons of the said *Thomas Peregrine Courtenay* the Father, born or to be born in his the said Testator's Lifetime, successively, during the Term of the Life of such Son, without Impeachment of Waste; and after his Decease, to the Use of the First and every other Son of each such Son lawfully to be begotten, successively according to Priority of Birth in Tail Male, so that the elder of the said other Sons of the said *Thomas Peregrine Courtenay* the Father, and the First and every other Son successively in Tail Male of such elder Son, might be preferred to and take before the younger of the said other Sons of the said *Thomas Peregrine Courtenay* the Father, and his First and other Sons successively in Tail Male; and after the Determination of the Estate for Life of each of the said other Sons of the said *Thomas Peregrine Courtenay* the Father in his Lifetime, to the Use of the said Lord *Robert Edward Somerset* and *John Locke*, and their Heirs, during the Life of each such Son, in Trust to preserve contingent Remainders; and for Want of such Issue Male as aforesaid of the said *Thomas Peregrine Courtenay* the Father, to the Use of the Son and Sons of the same *Thomas Peregrine Courtenay* who should be born after his the said Testator's Decease, severally and successively, and in Remainder one after another, according to their respective Seniorities in Tail Male, so that the elder of such Sons and the Heirs Male of his Body should be preferred to and take before the younger of such Sons and the Heirs Male of the Body and Bodies of such younger Son and Sons; and in default of such Issue, to the Use of the Person upon whom at the Time of the Expiration, Determination, or ultimate Failure of all the several Estates and Uses for Life and in Tail therein-before limited or devised in and of the said Hereditaments the Title of "Earl of *Devon*" should devolve, and the Heirs Male of the Body of such Person lawfully begotten; and for Want of such Issue, to the Use of each and every Person who upon the Determination of any Estate in Tail Male by the said Will limited or devised, and by reason of the Failure of Issue who would inherit such Estate, should succeed to the said Title of "Earl of *Devon*;" such Persons to take Estates in Tail Male in the said Testator's said Hereditaments severally, successively, and in Remainder one after another, according to their Order of Succession to the said Title, in such Manner that the Person standing previously in such Order of Succession, and the Heirs Male of his Body, should in all Cases be preferred to and take before any Person standing subsequently in such Order of Succession, and the Heirs Male of his Body,

Body, it being the said Testator's Will and Intention that his said Hereditaments should be settled upon and go along with and accompany the Earldom of *Devon*, so far as the Rules of Law and Equity would permit; and from and after the Determination of all Estates by the now-stating Will limited, and in default of Persons succeeding to the said Title of "Earl of *Devon*," and of their Issue Male as aforesaid, the said Testator declared it to be his Will, that all and singular his said Hereditaments should be and remain to the Use of his the said Testator's own right Heirs for ever; and in the now-stating Will were contained Powers to the Persons who should from Time to Time be Tenants for Life of the said Hereditaments to charge the same with Jointures, and with Portions for younger Children, in the Manner and to the Extent therein mentioned, and also Powers of Sale, Exchange, and Partition, to be exercised by the said *George Lord Carteret* and *Sir John Courtenay Honywood*, and the Survivor of them, and the Heirs of such Survivor, with such Consent as therein mentioned, with a Direction that any Monies to arise from any such Sale, Exchange, or Partition should be laid out in the Purchase of other Hereditaments to be settled to the Uses of the said Will, or as near thereto as the Change of Circumstances would permit, and also such Powers of leasing as therein particularly mentioned, to be exercised by the said *George Lord Carteret* and *Sir John Courtenay Honywood*, and the Survivor of them, and the Executors and Administrators of such Survivor, and in particular a Power to grant Building Leases for Terms of Years not exceeding Sixty-one Years in possession; and the said Testator further willed and directed, that during the Life of the said *William* now Earl of *Devon*, his the said Testator's Castle at *Powderham*, and the Buildings, Gardens, Park, and Appurtenances thereto belonging, and the Plantations and Domains there, then in his the said Testator's own Possession, should not be inhabited or occupied by the Person for the Time being beneficially entitled to or claiming the same by virtue of or under the now-reciting Will, but that it should be lawful for the said *George Lord Carteret* and *Sir John Courtenay Honywood*, and the Survivor of them, his Executors or Administrators, from Time to Time, during the Life of the said *William* now Earl of *Devon*, and they and he were thereby authorized and required, to permit the said *William* now Earl of *Devon* (if he should be desirous of so doing) to reside in and occupy the said Castle, Buildings, Gardens, Park, Plantations, and Domains during his Life, or so long as he might choose so to do, without paying any Rent for the same, but he discharging all Rates and Taxes payable in respect thereof; but if the said *William* Earl of *Devon* should not be desirous of occupying the said Castle, or should at any Time cease to do so, then it should be lawful for the said last-mentioned Trustees or Trustee for the Time being, from Time to Time, during the Life of the said *William* Earl of *Devon*, with such Consent as therein mentioned, to demise or lease the said Castle, Buildings, Gardens, Park, Plantations, Domains, and their Appurtenances, to any Person or Persons, either together or in Parcels, for such Term as therein mentioned; and the said Testator further directed and declared, that it should be lawful for the said *George Lord Carteret* and

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Sir *John Courtenay Honywood*, and for the Survivor of them, and the Executors and Administrators of such Survivor, and they were thereby respectively authorized and required, during the Life of the said *William* now Earl of *Devon*, to take all proper and necessary Steps for maintaining and keeping the said Castle, and the Buildings, Park, Gardens, Plantations, and Domains at *Powderham*, with the Appurtenances, (whether the same should be occupied by the said *William* Earl of *Devon* or not,) in good Repair and Condition, and for that Purpose to lay out and expend so much of the Rents, Issues, and Profits of the Hereditaments comprised in the said Term of Five hundred Years as they in their Discretion should think necessary, not exceeding in any One Year the Sum of Two thousand Pounds; and the said Testator further declared, as to and concerning the said Term of Five hundred Years so limited to the said *George Lord Carteret* and Sir *John Courtenay Honywood*, their Executors and Administrators, as aforesaid, that the same was so limited to them upon Trust from Time to Time during the Continuance of the Trusts thereby created, by and out of the annual Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of Five hundred Years, in the first place, to pay and satisfy the Interest due at his the said Testator's Decease, and thenceforth to become due upon or in respect of all such Debts and Sums of Money as should be a Charge or Lien upon his Real Estates in *England* or *Ireland*, or any of them, at the Time of his the said Testator's Decease, and of such other Debts due and owing by him as should bear or carry Interest, and also the Interest which should from Time to Time become due and payable upon or in respect of any Sum or Sums of Money which should be raised by way of Mortgage under the Trusts of the said Term of Five hundred Years therein-after declared, and also all the Arrears which should be due and owing at his the said Testator's Decease upon or in respect of any Annuities granted and secured by him in his Lifetime, and upon or in respect of any Liferents payable by him upon or in consequence of any Surrenders of any Leases of his Estates in the County of *Devon*, and also the growing Payments which from and after his Decease should become due and payable from Time to Time upon and in respect as well of the same Annuities and Liferents as the several Annuities given or confirmed by his said Will, or which he might thereafter give or bequeath by any Codicil or Codicils thereto, and also all Expences to be occasioned by keeping his said Castle, Buildings, Park, Gardens, Plantations, and Domains at *Powderham* in repair as aforesaid, and in keeping the said Castle and Buildings insured from Damage by Fire, and also all Expences which might be incurred in repairing and insuring such other of the Buildings on any of his Estates in *England* or *Ireland* as his Trustees or Trustee for the Time being might think it proper and beneficial to his Property to repair and insure, and which he thereby empowered them and him, at their and his Discretion, to do during the Life of the said *William* now Earl of *Devon*; and upon further Trust, at such Times as they or he should, in their or his Discretion, and without being answerable or accountable for the Exercise of such Discretion, think proper, by demising or mortgaging the Hereditaments and Premises comprised in the said Term of Five hundred Years,

Years, or some competent Part or Parts thereof, (except the said Testator's said Castle, Buildings, and Appurtenances, Gardens, Park, Plantations, and Domains at *Powderham*, then in his Possession,) for all or any Part of the same Term, or by the Fall and Sale of Timber growing thereon (other than and except ornamental Timber), or by all or any of the Ways or Means aforesaid, raise and levy such Sum and Sums of Money as, together with his the said Testator's Personal Estate not specifically bequeathed or disposed of by his said Will, should from Time to Time be necessary and sufficient to pay and discharge his Debts, by Mortgage, Bond, or otherwise, (including all Debts owing by him the said Testator in *France* at the Time of his Death,) and his funeral and testamentary Expences, and the several Legacies by the now-reciting Will, or any Codicil or Codicils thereto, bequeathed or to be bequeathed, and accordingly to pay, apply, and dispose of the Money so to be raised and levied as aforesaid in Payment of the said several Debts, Expences, and Legacies; and, subject to the several Trusts aforesaid, (from and after the Failure or Determination of the Limitations therein-before contained for the Benefit of the Issue Male of the said Testator's Body,) during the Life of the said *William* now Earl of *Devon*, to receive and take the Surplus of the annual Rents, Issues, and Profits of the said Hereditaments and Premises comprised in the said Term of Five hundred Years, after the several Payments directed to be made thereout, as therein-before was mentioned, and (subject to the Proviso therein-after contained and herein-after set forth) to pay the same surplus Rents, Issues, and Profits, when and as the same should become due and payable, unto the said *William* now Earl of *Devon* during his Life, in addition to the Interest or Income arising from a certain Sum of Eight thousand Pounds therein mentioned to be then secured by a Mortgage on the said Testator's Estate, and included in the Settlement made previously to the said *William* now Earl of *Devon*'s Marriage with *Lady Harriet Courtenay* (now deceased), bearing Date the Twenty-fourth of *November* One thousand eight hundred and four: Provided always, that when and as often, during the Life of the said *William* now Earl of *Devon*, as the said surplus Rents, Issues, and Profits should in any Year or Years, in addition to and together with the Interest or Income arising in that Year from or in respect of the said Sum of Eight thousand Pounds, exceed the annual Sum of Five thousand Pounds, then and so often as the same should happen the said Testator directed that his said Trustees or Trustee should in every Year in which there should be such Excess pay to the said *William* Earl of *Devon* only so much of the said Rents and Profits accruing in that Year as with such Interest or Income as aforesaid should make up the Sum of Five thousand Pounds, and should either apply the ultimate Surplus immediately in making Improvements or liquidating Incumbrances in the Manner therein-after directed respecting the Accumulations to arise under this Proviso, or lay out and invest the same ultimate annual Surplus, in their or his Names or Name, in or upon such Stocks, Funds, or Securities as therein mentioned, to the Intent that such ultimate annual Surplus (if any) of the said Rents, Issues, and Profits, and the Dividends, Interest, and annual Produce of the Stocks, Funds, or Securities in or upon which the same should be invested,

invested, might during the Life of the said *William* now Earl of *Devon* accumulate by way of Compound Interest, which said Stocks, Funds, and Securities the said Trustees and Trustee were to be at liberty to alter, vary, and transpose as they or he should think proper; and the said Testator further directed, that his said Trustees or Trustee for the Time being of the said Term of Five hundred Years should, upon the Decease of the said *William* now Earl of *Devon*, or from Time to Time in the Lifetime of the said *William* Earl of *Devon*, if they or he should think proper, sell and convert into Money the same Accumulations, or the Stocks, Funds, and Securities of which the same should from Time to Time consist, and apply the Monies arising from such Sale or Conversion, at their or his Discretion, either in paying off and discharging the Incumbrances then affecting the said Testator's said Real Estates or any of them, or in making such Improvements of the said Testator's Estates in *England* and *Ireland*, by building, draining, planting, forming Roads, Canals, or Aqueducts, or otherwise, as they or he should think conducive to the Advantage of such Estates, and without their being obliged to appropriate the Monies arising in either Country to the Property in that Country only; and if at the Death of the said *William* Earl of *Devon* there should be no Incumbrance affecting any of the said Testator's said Real Estates, nor any Measure of Improvement which it should seem expedient to his said Trustees or Trustee to effect, or if there should be any Surplus of the said Accumulations after discharging all such Incumbrances as aforesaid, and after making all such Improvements as his said Trustees or Trustee might think proper to make, then the said Testator directed that his said Trustees or Trustee for the Time being should lay out and invest the said Accumulations, or the Surplus thereof, in the Purchase of Freehold or Copyhold Estates in *England* or *Ireland*, and should settle the Estates so to be purchased to and upon such Uses and Trusts (excepting the said Term of Five hundred Years, and the Trusts thereof,) as were in and by the said Will limited and declared of and concerning the said Testator's said Real Estates thereby devised, or as near thereto as Circumstances would admit; and (after making a Provision for the said Lady *Harriet Courtenay*, the Wife of the said *William* now Earl of *Devon*, in the event of her surviving him,) the said Testator further directed, that his said Trustees or Trustee for the Time being should permit the Person or Persons to whom the next or immediate Estate in Remainder expectant upon the Determination of the said Term of Five hundred Years of and in the Hereditaments and Premises therein comprised should for the Time being belong, to receive and take the Rents and Profits, or Surplus of the Rents and Profits, which should remain after and not be applied in or towards the Execution and Performance of the Trusts thereby declared of the same Term; and in the said Will was also contained a Proviso for Cesser of the said Term of Five hundred Years so soon as the Trusts thereof should have been fully performed and satisfied; and the said Testator further directed the Trustees or Trustee for the Time being of the said Term of Five hundred Years, from Time to Time, during the Continuance of the Trusts of the said Term, to submit their or his yearly Accounts to the Person for the Time being seised of or

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entitled to the first beneficial Estate of Freehold in the said Testator's said Hereditaments expectant upon the Determination of the said Term, if such Person should be of full Age, but if not, then to his Guardian or Guardians for the Time being, and such Person, or his Guardian or Guardians, as the Case might be, if upon inspecting and auditing such Accounts he or they should be satisfied therewith, were to pass the same, and give the said Trustees or Trustee a Discharge in respect thereof, which the said Testator declared should be a full and complete Acquittance and Release to such Trustees or Trustee in respect of the Accounts so passed; and the said Testator further gave and bequeathed all such Household Goods, Jewels, Plate, and Furniture, Pictures, Prints, Drawings, Books, and Libraries, which should be in or belonging to his said Castle at the Time of his Decease, unto his before-named Trustees, upon Trust to permit the same to continue in his said Castle at *Powderham* as and in the Nature of Heirlooms, directing Inventories to be made and taken thereof in manner therein mentioned, but with a Proviso that no Tenant in Tail by Purchase should become absolutely entitled to the said Chattels, unless he should attain the Age of Twenty-one Years; and all the Residue of the said Testator's Personal Estate in *England* and *Ireland*, of what Nature and Kind soever, he gave and bequeathed unto his said Trustees, in Trust to pay and apply the same, so far as it would extend, in Payment and Discharge of his funeral and testamentary Expences, his Debts, and the Legacies given by his said Will; and the said Testator nominated and appointed the said *George Lord Carteret* and *Sir John Courtenay Honeywood* Executors of his said Will: And whereas the said Testator *William* late Earl of *Devon* afterwards made Four Codicils in Writing to his said last Will and Testament, bearing Date respectively the Twenty-eighth of *June* One thousand eight hundred and thirty-one, the Seventh of *November* One thousand eight hundred and thirty-two, the Twenty-first of *March* One thousand eight hundred and thirty-five, and the Thirteenth of *May* One thousand eight hundred and thirty-five, all of which, except the last, were duly executed and attested in manner then by Law required for rendering valid Devises of Freehold Estates, but none of the said Codicils in any way altered or revoked the Devises and Dispositions herein-before mentioned to have been made by the said Will, save only that by the Second of the said Codicils, bearing Date the Seventh of *November* One thousand eight hundred and thirty-two, the said Testator, after reciting that the said *Sir John Courtenay Honeywood*, One of the Devisees in Trust and Executors of his said Will, had since the Date and Execution thereof departed this Life, and that the said Testator was desirous of substituting *John Wilkinson* of *Lincoln's Inn* in the County of *Middlesex* to be an Executor and Trustee in his Place, did by the said Codicil appoint the said *John Wilkinson* to be an Executor of his said Will jointly with the said *George Lord Carteret*, and did also give and devise unto the said *George Lord Carteret* and *John Wilkinson*, and their Heirs, all his Castles, Manors, Lands, Advowsons, and Hereditaments in *England* and in *Ireland*, of or to which he was then seised or entitled, at Law or in Equity, in Possession, Reversion, and Remainder, or over or in respect of which he had any Power of Disposition or Appointment, to hold the same unto the said *George Lord Carteret*

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Four
Codicils,
dated 28th
June 1831,
7th Nov.
1832, 21st
Mar. 1835,
and 13th
May 1835.

and *John Wilkinson*, and their Heirs, to such Uses, upon and for such Trusts, and with, under, and subject to such Powers, Provisions, Directions, and Limitations, as were in and by his said Will limited, expressed, declared, and contained of and concerning the Real Estates thereby devised to the said *George Lord Carteret* and *Sir John Courtenay Honywood*, save and except as the same were altered or varied by the now-reciting Codicil, and save and except that every Use, Estate, Trust, Power, and Direction which in the said Will was given or limited to the said *George Lord Carteret* and *Sir John Courtenay Honywood*, their Heirs, Executors, or Administrators, was by the now-reciting Codicil given and limited to the said *George Lord Carteret* and *John Wilkinson*, their Heirs, Executors, or Administrators, in the same Manner, to all Intents and Purposes, as if the Name of the said *John Wilkinson* had been originally substituted for the Name of the said *Sir John Courtenay Honywood* wherever such latter Name occurred in the said Will; and by the now-reciting Codicil the said Testator gave and bequeathed unto the said *George Lord Carteret* and *John Wilkinson*, their Executors and Administrators, all Hereditaments in the County of *Devon* of or to which the said Testator then was or at the Time of his Decease should be possessed or entitled for any Term or Terms of Years or other Chattel Interests, to hold the same unto the said *George Lord Carteret* and *John Wilkinson*, their Executors, Administrators, and Assigns, for all such Estate and Interest as the said Testator had or should or might have therein respectively, but upon and for such Trusts, Intents, and Purposes as would best correspond with the Uses, Trusts, Powers, Provisions, and Limitations in and by his said Will and the now-reciting Codicil expressed, declared, and contained of and concerning the said Testator's Real Estates, and so that no Person becoming Tenant in Tail by Purchase of such Real Estate should be absolutely entitled to his said Leasehold Hereditaments unless and until he should attain the Age of Twenty-one Years; and the said Testator by the now-reciting Codicil also gave and bequeathed his said Effects at *Powderham Castle* aforesaid, and also his residuary Personal Estate, to the said *George Lord Carteret* and *John Wilkinson*, their Executors and Administrators, upon the same Trusts as were by his said Will declared of and concerning the same; and by the Third of the said Codicils, bearing Date the Twenty-first of *March* One thousand eight hundred and thirty-five, the said Testator gave and devised unto the said *George Lord Carteret* and *John Wilkinson*, and their Heirs, all such Lands and Real Estate in the said County of *Devon*, in or over which by virtue of any Exchange or otherwise he had, since the publishing of the said Second Codicil, acquired any Interest or disposing Power, to hold the same to such and the same Uses and in such and the same Manner in every respect as if he the said Testator had been seised of such Lands and Real Estate at the Time of publishing his said Will, and as if the same had passed thereby; and by the said Third Codicil the said Testator confirmed his said Will and previous Codicils: And whereas the said *William* late Earl of *Devon* departed this Life on or about the Twenty-sixth of *May* One thousand eight hundred and thirty-five, without having altered or revoked his said Will and Codicils, and the same were shortly after his Decease

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duly proved by the said *John Wilkinson* in the proper Ecclesiastical Court, Power being reserved to the said *George Lord Carteret* to come in and prove the same, but the said *George Lord Carteret* never did come in or prove the same, or any of them: And whereas the said *George Lord Carteret* never acted in the Execution of the Trusts reposed in him by the said Will and Codicils, but by a Deed Poll under his Hand and Seal, bearing Date the Eighteenth of *July* One thousand eight hundred and thirty-five, he the said *George Lord Carteret* utterly and irrevocably renounced and disclaimed all Devises and Bequests, Trusts, Powers, and Authorities, which in and by the said Will and Codicils of the said Testator *William* late Earl of *Devon*, or any or either of them, were made, imposed, given, devised, bequeathed, or conferred to or upon him the said *George Lord Carteret*, either alone or jointly with the said *Sir John Courtenay Honeywood* or the said *John Wilkinson*, or with any other Person or Persons whomsoever, of any Estate or Property, Real or Personal: And whereas by a Deed Poll under the Hands and Seals of the said *John Wilkinson* and the said *William Reginald Lord Courtenay*, bearing Date the Sixth of *August* One thousand eight hundred and thirty-five, *Samuel Trehawke Kekewich* of *Peamore* in the County of *Devon*, Esquire, was, in pursuance of a Power for that Purpose contained in the said Will of the said late Earl of *Devon*, duly appointed to be a Trustee of the said Will and Codicils in the Place of the said *George Lord Carteret*: And whereas the said Testator *William* late Earl of *Devon* never had any Issue of his Body: And whereas the said *William Reginald Lord Courtenay* intermarried, on or about the Twenty-seventh Day of *December* One thousand eight hundred and thirty, with the Right Honourable *Elizabeth Fortescue* commonly called *Lady Elizabeth Fortescue*, and the said *William Reginald Lord Courtenay* has had Issue by the said *Lady Elizabeth* his Wife, now called *Lady Courtenay*, Three Sons, namely, *William Reginald Courtenay*, who was baptized in *December* One thousand eight hundred and thirty-two (being in the Lifetime of the said Testator), *Hugh Courtenay*, born in One thousand eight hundred and thirty-three, but who departed this Life in the Lifetime of the said Testator, and *Edward Baldwin Courtenay*, born after the Decease of the said Testator, and baptized in *June* One thousand eight hundred and thirty-six; but the said *William Reginald Lord Courtenay* and *Elizabeth Lady Courtenay* have not at present any other Issue Male than the said *William Reginald Courtenay* and *Edward Baldwin Courtenay*: And whereas the said *William* now Earl of *Devon* (then *William Courtenay* Esquire) intermarried in *November* One thousand eight hundred and four with the Right Honourable *Harriet Leslie* commonly called *Lady Harriet Leslie*, by whom the said Earl had Male Issue, first, the said *William Reginald* now *Lord Courtenay*, secondly, the Reverend *Henry Hugh Courtenay* Clerk, now commonly called the Honourable and Reverend *Henry Hugh Courtenay*, who was baptized in *August* One thousand eight hundred and eleven, thirdly, *Edward Courtenay*, who was baptized in *June* One thousand eight hundred and thirteen, but who died in *January* following, and, fourthly, the Reverend *Charles Leslie Courtenay* Clerk, now commonly called the Honourable and Reverend *Charles Leslie Courtenay*, who was baptized in *April* One thousand eight hundred

hundred and sixteen : And whereas the said Lady *Harriet* afterwards Countess of *Devon* died in or about the Month of *December* One thousand eight hundred and thirty-nine, and the said *William* Earl of *Devon* is now a Widower, and hath no other Male Issue than his Three surviving Sons herein-before named : And whereas the said *Henry Hugh Courtenay* intermarried in *January* One thousand eight hundred and thirty-five, at *Leslie House* in the County of *Fife* in *North Britain*, with the Honourable *Anna Maria Leslie* commonly called Lady *Anna Maria Leslie*, and by whom he the said *Henry Hugh Courtenay* hath Issue One Son, named *Henry Reginald Courtenay*, born after the Decease of the said Testator, and baptized in *February* One thousand eight hundred and thirty-six, but no other Male Issue : And whereas the said *Charles Leslie Courtenay* is a Bachelor : And whereas the said Right Honourable *Thomas Peregrine Courtenay* (the Brother of the said *William* now Earl of *Devon*) died in *July* One thousand eight hundred and forty-one, and had Male issue the said *Thomas Peregrine Courtenay* the younger, his eldest Son, and *Reginald Courtenay*, *George Henry Courtenay*, *Francis Courtenay*, *Edward Courtenay*, *Richard William Courtenay*, *Henry Reginald Courtenay*, and *Josceline Courtenay*, his younger Sons, him surviving, all of whom were born in the Lifetime of the said *William* late Earl of *Devon* the Testator, and all of whom (except the said *Henry Reginald Courtenay* and *Josceline Courtenay*) have attained the Age of Twenty-one Years ; and the said *Thomas Peregrine Courtenay* the Father had no other Male Issue : And whereas the said *Thomas Peregrine Courtenay* the younger, and all his said Brothers, are respectively Bachelors : And whereas the Heirs at Law of the said Testator at the Time of his Death were, the Honourable Lady *Frances Honeywood du Gennevray*, his eldest Sister, the Honourable Lady *Charlotte Giffard*, his Second Sister, *Henry Somerset*, Lieutenant Colonel in His late Majesty's Army, the eldest Son and Heir at Law of Lady *Elizabeth Somerset*, then deceased, the Fourth Sister of the said Testator, (his Third Sister having died in her Infancy and unmarried,) the Right Honourable *Ernest* Earl of *Lisburne*, the eldest Son and Heir at Law of the Right Honourable *Lucy* Countess of *Lisburne*, then deceased, the Fifth Sister of the said Testator, the Right Honourable *Harriet* Lady *Carteret*, his Sixth Sister, the Right Honourable *George Arthur Annesley* commonly called Viscount *Valentia*, the eldest Son and Heir at Law of the Right Honourable *Anne* Countess of *Mountnorris*, then deceased, the Eighth Sister of the said Testator, (his Seventh Sister having died in her Infancy and unmarried,) the Honourable Lady *Caroline Eustatia Morland*, the Ninth Sister of the said Testator, the Honourable Lady *Matilda Jane Locke*, his Eleventh Sister, (his Tenth Sister having died in her Infancy and unmarried,) the Honourable Lady *Sophia Foy*, his Twelfth Sister, and *Edward Arthur Somerset* Esquire, the eldest Son and Heir at Law of the Honourable Lady *Louisa Augusta Somerset*, then deceased, the Thirteenth and youngest Sister of the said Testator : And whereas the said Lady *Frances Honeywood du Gennevray* hath since the Death of the said Testator departed this Life, leaving her Grandson, Sir *John Edward Honeywood* Baronet, her Heir at Law, and the said *Harriet* Lady *Carteret* hath also departed this Life without Issue, and in the Lifetime of her Husband the said *George*

Lord

Lord Carteret, and the said George Arthur Viscount Valentia hath also departed this Life, intestate and without Issue, and in consequence of which several Events the present Heirs at Law of the said Testator are the said Sir John Edward Honeywood, Lady Charlotte Giffard, Henry Somerset, Ernest Earl of Lisburne, Lady Caroline Eustatia Morland, Lady Matilda Jane Locke, Lady Sophia Foy, and Edward Arthur Somerset: And whereas the said Samuel Trehawke Kekewich and John Wilkinson, since the said Sixth Day of August One thousand eight hundred and thirty-five, have acted as Trustees of the said Term of Five hundred Years created by the said hereinbefore stated Will, and they have accordingly received the Rents, Issues, and Profits of all the Manors and Hereditaments in *England and Ireland* comprised in the said Term, and they have (amongst other things) paid to the said William now Earl of Devon so much of the said Rents and Profits as he has been from Year to Year entitled to receive, and they have, in exercise of the Power in this Behalf contained in the said Will, permitted the said William now Earl of Devon to reside in and occupy the said Castle, Buildings, Gardens, Park, Plantations, and Domains at *Powderham* aforesaid, upon the Terms mentioned in the said Will; and the said Earl hath accordingly inhabited and occupied the same, with his Family, ever since the Decease of the said Testator: And whereas for a Period of nearly Twenty-five Years immediately preceding the Death of the said late Earl of Devon the said Castle had not been occupied as a Family Residence, and therefore at the Time of his Death the same had become greatly in want of extensive and substantial Repairs, and upon Examination thereof soon after his Decease, by a skilful and experienced Architect and Surveyor, it was ascertained that, independent of such general Repairs, very considerable Portions of the said Castle and of the Buildings connected therewith had, partly from Age and Decay (the greatest Portion thereof being of a very great Age), and partly as to other Portions from bad and imperfect original Construction, fallen into such a State of Dilapidation and Insecurity that it was deemed by the said Architect and Surveyor impossible to reinstate the same by the usual Application of an Expenditure for Repairs, and that as to such Portions it was considered that in order to restore them to a secure and habitable State and Condition it would be necessary to rebuild and reinstate the same, and that unless immediate Measures were taken for such Restoration and rebuilding, the same Portions, and the Buildings generally, would rapidly fall into still greater Decay and Dilapidation: And whereas any Attempts to effect the above-mentioned Objects by a limited Expenditure of Two thousand Pounds *per Annum* would not only have inevitably protracted and extended the Works for a very great Number of Years, but would also during a long Period, and not improbably during the whole Life of the said present Earl, have rendered it impossible that the said Castle should be occupied as a Residence with Comfort or Convenience, whereby the Intention of the Testator, as may fairly be collected from his said Will, would have been frustrated: And whereas, considering all the Circumstances before stated, it appears that the said Testator did not by his said Will make an adequate Provision for the due Repair and Maintenance of the said

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Castle and Buildings, and the Restoration thereof to good Order and Condition, Regard being had to the actual State and Condition thereof at the Time of his Death, although it is to be inferred from his attempting to make such Provision, and from the Language of his Will in other respects, that it was his Intention to make such Provision, and that the same should be effected as well during the Life of the present Earl as after his Death; and therefore, under that Impression, and shortly after the Death of the said Testator, the said present Earl and *William Reginald Lord Courtenay* took upon themselves the Task of proceeding to put the said Castle and Buildings at once into substantial Repair and good Order and Condition, and have accordingly expended large Sums of Money towards effecting such Repairs and Works, under the Advice and Superintendence of the Architect and Surveyor before referred to; but other Repairs and Works of some Extent and Magnitude are still requisite: And whereas, in proceeding with such Repairs and Works as have already been effected as aforesaid, it frequently became necessary entirely to reinstate various Portions of the old Works, and it was deemed advisable in some Instances by new Construction and Arrangement to introduce (in conformity with the Advice and Judgment of the said Architect and Surveyor) Improvements of a solid and permanent Character, which if they had been undertaken by themselves at any subsequent Period must have caused in the End a greatly increased Expenditure: And whereas the said present Earl of *Devon* and *William Reginald Lord Courtenay* are desirous that an adequate Sum of Money should be raised by way of Mortgage of the devised Estates of the said *William* late Earl of *Devon*, or a competent Part thereof, (subject to such Incumbrances thereon as are now subsisting,) to be applied, under the Control and Direction of the High Court of Chancery, towards making good to them the Sums already advanced and expended by them as before stated, or some Portion thereof, upon its being made to appear to the Satisfaction of the said Court of Chancery that the same have been properly applied and expended, and also towards completing such other Repairs and Works as are herein-before mentioned to be still requisite: And whereas, in order that the Inheritance of the said Estates may not be too heavily burdened for the Purpose aforesaid, the said Earl of *Devon* and *William Reginald Lord Courtenay* have proposed that the Sum to be raised as aforesaid shall be limited not to exceed the Sum of Twenty thousand Pounds, and that such Provisions shall be made for the Payment of the Interest, and the Liquidation of the Principal of the Money so to be borrowed, by Instalments, as herein-after is contained, the Payment of which Interest and Instalments of Principal shall be provided for and paid out of the annual Sum to be raised under the Trusts of the said Will for maintaining and keeping up the said Castle, and the said Buildings, Park, Gardens, Plantations, and Domains at *Powderham* aforesaid (and which they are desirous and propose should become a fixed annual Payment of Two thousand Pounds); and further, that the Balance or annual Surplus of the said annual Sum of Two thousand Pounds which shall remain after keeping down such Interest, and paying or setting apart such Instalments of Principal as aforesaid, should continue applicable to the Maintenance and keeping up of the said Castle, and the said Buildings,

ings, Park, Gardens, Plantations, and Domains at *Powderham*, so far as the same may be needed, and that in case the Surplus so remaining applicable shall be insufficient for the said Purpose, the Deficiency shall, during the Life of the said *William* now Earl of *Devon*, be met and paid by him the said Earl, and after his Decease by the said *William Reginald* Lord *Courtenay*, or the Person or Persons for the Time being entitled to the said Castle and Estate under the Limitations of the said Will of the said *William* late Earl of *Devon*: And whereas the Power of granting Building Leases contained in the said recited Will being restricted to the granting of such Leases for Terms not exceeding Sixty-one Years, Parties have been found unwilling to take such Leases, on account of the Shortness of the Terms which can be granted thereby; and the said *William* Earl of *Devon* and *William Reginald* Lord *Courtenay* are therefore desirous that a new Power of granting Building Leases should be created, with Provisions better calculated to enable the granting of such Leases upon advantageous Terms: And whereas by an Order of the High Court of Chancery, bearing Date the Sixth Day of *May* One thousand eight hundred and forty-two, the said *Thomas Peregrine Courtenay* the Son was appointed the Guardian of the Persons and Estates of the said *Henry Reginald Courtenay* (the Son of the said *Thomas Peregrine Courtenay* deceased) and *Josceline Courtenay*, for the Purpose of consenting, on behalf of the said last-named *Henry Reginald Courtenay* and *Josceline Courtenay*, and each of them, to the passing into a Law of this Act: And whereas the aforesaid Objects, although the same are reasonable, and are consented to by all Persons interested now in existence and capable of giving such Consent, cannot, by reason of the Limitations contained in the said Will of the said *William* late Earl of *Devon*, and the Infancy of some of the Parties interested, be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William* Earl of *Devon*, and the said *William Reginald* Lord *Courtenay* on behalf of himself and his said infant Sons the said *William Reginald Courtenay* and *Edward Baldwin Courtenay*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *Samuel Trehawke Kekewich* and *John Wilkinson*, or the Survivor of them, or the Executors or Administrators of such Survivor, at the Request or with the Consent of the said *William* Earl of *Devon* and *William Reginald* Lord *Courtenay*, or the Survivor of them, to be testified by some Writing under their or his Hands or Hand, to borrow and take up at Interest on Mortgage of the Manors, Estates, and Hereditaments late of the said *William* Earl of *Devon* deceased, in *Great Britain* and *Ireland*, devised by his said Will, or a competent Part or Parts thereof, (but with such Priority of Charge only as is herein-after specially provided,) any Sum or Sums of Money, to be applied in repaying to the said *William* Earl of *Devon* and *William Reginald* Lord *Courtenay*, their Executors and Administrators, respectively, the Amount of such Monies as have already been expended by them or

Trustees to raise Money, to be applied in repaying the Sums already laid out by the Earl of *Devon* and Lord *Courtenay*, or some Portion thereof, and towards completing the Repair and Restoration of *Powderham* Castle and the Buildings.

Works to be approved of by the Court of Chancery.

either of them, as herein-before is mentioned (so far as such past Expenditure shall be approved of by the High Court of Chancery in manner herein-after directed), and also for the Purpose of further and more completely repairing and restoring the said Castle of *Powderham* in the County of *Devon*, and repairing, restoring, or reconstructing all or any of the Offices, Hothouses, Conservatories, Lodges, and other Buildings thereto belonging, or usually held and occupied therewith, and putting the same into substantial Repair and good Condition: Provided always, that the Repairs and Works executed or to be executed, and to be paid for with the Monies so to be borrowed as aforesaid, shall (both as to the Nature and Character of the Works, and the Execution thereof, and the Charges for the same,) be approved of by the Order of the High Court of Chancery, to be from Time to Time obtained for that Purpose in the Manner herein-after mentioned.

Interest to be paid half-yearly, and Principal liquidated as here directed.

II. Provided also, and it is hereby enacted, That all and every the Sum and Sums of Money to be borrowed as aforesaid, and the Interest thereof, shall be paid at the Times and in the Manner herein-after mentioned; (that is to say,) the Interest thereof, or of so much thereof as from Time to Time shall remain unpaid, at such Rate as shall be agreed upon, shall be paid by equal half-yearly Payments on half-yearly Days to be therein respectively appointed; and One Thirtieth Part of the Principal Money shall be paid or set apart as herein-after directed at the End of the First Year from the Day of advancing or lending such Sum or Sums of Money respectively, and a like Part of the said Principal Money shall be paid or set apart as aforesaid at the End of the Second and each succeeding Year, until the whole of the Sum or respective Sums so to be borrowed as aforesaid shall be liquidated and discharged; and provided also, that the Principal Monies to be borrowed under the Powers and for the Purposes of this Act shall not in the whole exceed the Sum of Twenty thousand Pounds Sterling.

Monies borrowed not to exceed 20,000*l.*;

and to be paid into the Bank in the Name of the Accountant General of the Court of Chancery.

III. And be it enacted, That the Person or Persons advancing any Sum or Sums of Money for the Purposes of this Act shall pay the Money to be advanced by him, her, or them 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 Mortgagee or Mortgagees of the Estates late of *William Earl of Devon* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Certificate of Accountant General with Receipt of Cashier to be a good Discharge for Monies so paid in.

IV. And be it 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* by any Person or Persons of any Sum or Sums of Money to be advanced for the Purposes of this Act, shall from Time to Time and at all Times be a good

a good and sufficient Release and Discharge to such Person and Persons, his, her, or their Heirs, Executors, Administrators, and Assigns, respectively, for so much Money as in such Certificate or Certificates, Receipt or Receipts, shall be expressed to be received, and after filing such Certificate or Certificates such Person or Persons respectively, his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely and for ever freed and discharged of and from the same Money, and shall not be answerable or accountable for any Misapplication or Nonapplication thereof or of any Part thereof.

V. And be it enacted, That every Mortgage or Charge to be made for raising the Money by this Act authorized to be raised as aforesaid may be made by Deed of Grant in Fee Simple or Demise for a Term of Years, sealed and delivered by the said *Samuel Trehawke Kekewich* and *John Wilkinson*, or the Survivor of them, or the Executors or Administrators of such Survivor, and shall have such Force and Effect as herein-after mentioned; (that is to say,) so far as the same may be intended to create an Estate or Term such Estate or Term shall take effect as if the same had been a Remainder created by the said Will of the said late Earl, to commence immediately after and expectant on the Decease of the said *William Reginald Lord Courtenay*; but every such Mortgage or Charge shall also be charged upon, and the Interest and Principal thereof shall be paid and liquidated out of, the annual Sum of Two thousand Pounds herein-after provided to be raised for those and other Purposes in the Manner herein-after particularly directed.

Mode of making and Priority and Effect of Mortgages or Charges under this Act.

VI. Provided always, and be it enacted, That every such Mortgage or Charge to be made or created under the Powers of this Act shall be liable to be affected and over-reached by the Exercise of all or any of the Powers or Authorities contained in the said Will of the said *William* late Earl of *Devon* which would have affected or over-reached the same, and in the same Manner and to the same Extent as the same might have been so affected and over-reached if such Mortgage or Charge had been a Remainder created by the said Will immediately after and expectant on the Decease of the said *William Reginald Lord Courtenay*.

Mortgages to be subject to certain Powers contained in the Will of the Earl of Devon.

VII. And be it enacted, That it shall be lawful for the High Court of Chancery, upon Petition, to be from Time to Time presented in a summary Way by the said *William* Earl of *Devon* and *William Reginald Lord Courtenay* during their joint Lives, or by the Survivor of them during the Life of such Survivor, or after the Decease of such Survivor by the said *Samuel Trehawke Kekewich* and *John Wilkinson*, or the Survivor of them, or the Executors or Administrators of such Survivor, (but either before or after the borrowing and raising of any such Sum or Sums of Money on Mortgage as aforesaid,) stating in such Petition that any Sum or Sums of Money hath or have been or ought to be laid out and expended in the substantial Repair of the said Castle of *Powderham*, or in repairing, restoring, or reconstructing any Part of the said Castle, or all or any of the Offices, Hothouses, Con-

Court of Chancery empowered to make Orders for Application of Monies.

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servatories, Lodges, and other Buildings thereto belonging, or at any Time used, held, and occupied therewith, or any of them, or any Part thereof, to inquire into the Matters to be alleged in such Petition or Petitions; and for that Purpose to make any Reference or References to any of the Masters of the said Court, or otherwise to proceed as the said Court shall think fit; and in particular it shall be lawful for the said Court; in its Discretion, to make separate and distinct or combined References or Orders as to past and future Expenditure; and upon the Truth of the Matters alleged in such Petition or Petitions being ascertained to the Satisfaction of the said Court, it shall be lawful for the said Court to order such Sum or Sums of Money as to the said Court shall seem fit to be paid by the Accountant General of the said Court, with or out of any Monies which shall be then standing in the Name or to the Account of the said Accountant General, for the Purposes of this Act, or which shall be raised by Sale of such Securities as herein-after mentioned, to the Petitioners or Petitioner, or to such other Person or Persons as the said Court of Chancery shall from Time to Time think fit and just.

Provision in the late Earl's Will for keeping up Powderham to cease, and in lieu thereof of an annual sum of 2,000*l.* to be raised by half-yearly Payments.

VIII. And be it enacted, That the Provision made by the said recited Will of the said *William* late Earl of *Devon* for maintaining and keeping up the said Castle of *Powderham*, and the Buildings, Park, Gardens, Plantations, and Domains at *Powderham*, with the Appurtenances, during the Life of the said *William* now Earl of *Devon*, by the Expenditure of a Part of the Rents, Issues, and Profits of the Hereditaments comprised in the aforesaid Term of Five hundred Years, under the Restrictions and Limitations in the said Will expressed, shall be deemed to have ceased and ended at or upon the Twenty-fourth Day of *June* last before the passing of this Act, and to have been fully performed and satisfied up to the same Day, and in lieu of the said Provision it shall be lawful for the said *Samuel Trehawke Kekewich* and *John Wilkinson*, and the Survivor of them, and the Executors and Administrators of such Survivor, and their or his Assigns, by and out of the Rents, Issues, and Profits of the Manors and Hereditaments comprised in the said Term of Five hundred Years, or any competent Part or Parts thereof, to raise and levy One clear yearly Sum of Two thousand Pounds of lawful Money of the United Kingdom of *Great Britain* and *Ireland*, the same to be a Charge on the said Term of Five hundred Years, and to be raiseable out of the Rents and Profits of the Manors and Hereditaments comprised in the said Term, as a Charge thereon immediately prior to the raising of the Sum or Sums of Money by the said Will directed to be applied for the Use of the said *William* now Earl of *Devon* during the Continuance thereof, and afterwards in preference to the ulterior Trusts of the said Term, and to be raised and payable by equal half-yearly Portions on the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, the first half-yearly Portion to be deemed to have become due on the Twenty-fourth Day of *June* One thousand eight hundred and forty-two, and to be raised and paid as soon as conveniently may be after the passing of this Act, and to be free and clear from all Taxes, Charges, and Deductions whatsoever, and which said yearly Sum of

Two thousand Pounds shall continue to be raised and paid until all such Principal Sum or Sums of Money as shall be borrowed on Mortgage under the Powers of this Act, and all Interest for the same, shall have been fully liquidated, paid, and discharged.

IX. And be it enacted, That the said yearly Sum of Two thousand Pounds shall be and the same is hereby vested in them the said *Samuel Trehawke Kekewich* and *John Wilkinson*, their Executors, Administrators, and Assigns, upon and for the Trusts and Purposes next herein-after declared; (that is to say,) in the first place, upon Trust thereout to pay and keep down the Interest of the Sum and Sums of Money which shall from Time to Time be raised by Mortgage for the Purposes of this Act, under the Power first herein-before contained, as and when such Interest shall become due and payable, according to such Contract or Contracts as shall be made with the Party or Parties advancing the same; and in the second place, upon Trust to pay, or set apart as herein-after mentioned, the annual Instalments of One Thirtieth Part in each and every Year herein-before directed to be paid or set apart in or for the Liquidation of the Principal of such Sum and Sums of Money to be borrowed as aforesaid, until the whole thereof shall be thereby or otherwise satisfied and discharged; and in the third place, the Surplus of the said yearly Sum of Two thousand Pounds (or so much thereof as in each Year may be required for such Purpose) shall be applied from Time to Time, and either before or after or pending the Application of the Monies herein-before authorized to be raised by Mortgage as aforesaid, in keeping the said Castle, and the Offices, Hothouses, Conservatories, Lodges, and other Buildings for the Time being belonging to or occupied with the said Castle, in good Repair, and in keeping in good Order and Condition the Gardens, Park, Plantations, and Domains belonging to the said Castle, or therewith held and occupied, according to the Provision for those Purposes contained in the said Will of the said *William* late Earl of *Devon*.

The same vested in Trustees upon Trust,

1st. To keep down Interest of Monies borrowed;

2dly. To pay or set apart the Instalments of Principal;

and 3dly, to apply the Surplus in keeping up Powderham Castle, &c.

X. Provided always, and be it enacted, That in case there shall at any Time or Times be any Part of the said yearly Sum of Two thousand Pounds which shall not be wanted for the several Purposes herein-before provided for, the same shall be laid out by the said Trustees or Trustee, in their or his own Names or Name, in the public Stocks or Funds, or upon Government Securities at Interest, the Dividends and Interest whereof, and all resulting Income, shall also be laid out in like Manner to form a Fund accumulating in the Way of Compound Interest, which Accumulations shall be applicable to such Repairs and other Works as last aforesaid in future Years, and shall and may be sold and disposed of, and the Proceeds thereof applied accordingly.

Surplus to accumulate till wanted.

XI. Provided always, and be it enacted, That in case it shall be found disadvantageous, in contracting for the Loan of any Sum or Sums of Money on Mortgage for the Purposes of this Act, to stipulate with the Person or Persons advancing any such Sum

Trustees may set aside Sums equal to the Instalments to form a Sinking Fund.

or Sums of Money for the actual Repayment thereof by such Instalments as aforesaid, it shall be lawful to and for the said *Samuel Trehawke Kekewich* and *John Wilkinson*, or the Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, and they or he are or is hereby required, to omit or forbear to make such Stipulation; and then and in every such Case the said Trustees or Trustee shall, at the End of the first Year, to be computed from the Day or Days on which such Sum or Sums of Money shall be advanced, and of each and every succeeding Year, set apart, out of the yearly Sum of Two thousand Pounds herein-before made applicable as aforesaid, a Sum equal to One Thirtieth Part of such Principal Sum or Sums of Money, to be laid out and invested in the Public Stocks or Funds, and the Dividends, Interest, and annual Proceeds thereof accumulated in the Way of Compound Interest, as a Sinking Fund for the Payment of the said Principal Sum or Sums of Money: Provided always, that when and so soon as the Sum of Five thousand Pounds shall have been raised by such Accumulation as aforesaid the Sum so raised shall be applied in part Payment and Discharge of the said Principal Sum or Sums of Money, and so on *toties quoties* until the whole of the said Principal Monies shall have been paid off.

Monies in Bank to be laid out in Exchequer Bills till wanted.

XII. And be it enacted, That in the meantime, and until the Monies to be paid into the Bank as aforesaid shall be applied for the Purposes herein-before mentioned concerning the same respectively; the same shall from Time to Time be laid out, under the Direction of the said Court of Chancery (to be obtained by Petition in the Manner herein-before mentioned with reference to other Cases,) in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the said Exchequer Bills as aforesaid, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Exchequer Bills; and all the said Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court in manner herein-before mentioned, be ordered to be sold, and the Proceeds thereof to be applied as by this Act directed.

Court of Chancery to make Orders for taxing and Payment of Costs.

XIII. And be it 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, to make such Order as the Court shall think expedient or reasonable, for allowing, taxing, and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and in making and completing the Mortgages and Dispositions 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 and be produced as aforesaid, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by the Sale of the

the said Exchequer Bills so to be purchased as aforesaid, or any other Monies for the Time being liable to any of the Purposes of this Act.

XIV. Provided always, and be it enacted, That after the said Mortgages respectively to be made in pursuance of this Act shall have been fully liquidated or otherwise paid and satisfied, the Terms, Estates, or Interests created thereby shall be reconveyed, or merged and extinguished, or assigned to attend the Inheritance of the Estates comprised therein, or otherwise conveyed and disposed of, as the said Court of Chancery shall think fit, and shall by any Order or Orders to be obtained as herein-before directed order or direct.

Mortgaged Estates to be reconveyed, or assigned, as the Court shall direct.

XV. And be it enacted, That in case it shall happen in any Year or Years that the said Castle, Buildings, Gardens, Park, Plantations, and Domains shall (notwithstanding the Expenditure on the said Castle and Buildings herein-before provided for) stand in need of a greater Expenditure than can be met by such Surplus of the said yearly Sum of Two thousand Pounds as aforesaid, then and in every such Case such Excess of Expenditure shall during the Life of the said *William Earl of Devon* be met and paid by him the said Earl, and after his Decease such Excess of Expenditure shall be borne by the said *William Reginald Lord Courtenay*, or the Person or Persons for the Time being entitled to the said Castle and Estate under the Limitations of the said Will of the said *William* late Earl of *Devon*.

If Expenditure needed beyond the annual Sum of 2,000*l.*, same to be borne by the Earl of Devon or Lord Courtenay.

XVI. Provided also, and be it enacted, That in case and so soon as the Purposes for which Money is herein-before authorized to be raised by Mortgage as aforesaid shall have been effected, and when the Monies which shall be so raised by Mortgage, and all Interest for the same, shall be fully paid off and discharged, then and in such Case so much of the Trusts and Provisions of this Act as relates to the raising and Payment of the said annual Sum of Two thousand Pounds shall be deemed to be satisfied and shall cease to be performed; and after such Cesser or Satisfaction the Provisions contained in the said Will of the said *William* late Earl of *Devon* relative to the keeping up of the said Castle, Buildings, Gardens, Park, Plantations, and Domains at *Powderham* aforesaid shall during the Life of the said *William* now Earl of *Devon* revive and be in as full Force as if this Act had not been passed.

After the Purposes of this Act are answered and Monies paid off, the Payment of 2,000*l.* a Year to cease, And the Provisions of the Will to revive during the Life of the Earl.

XVII. And be it enacted, That, notwithstanding the Limitations contained in the said recited Will of the said *William* late Earl of *Devon*, (and the Powers given by this Act,) and by way of Addition to the Powers therein contained of granting Leases of the said Testator's Estates and Hereditaments, it shall and may be lawful to and for the Person who for the Time being shall be in possession of and beneficially entitled to the Rents and Profits of the Real Estates devised by the said Will, if and when such Person shall be of full Age, and if not, for his Guardian or Guardians during his Minority, and for the said *Samuel Trehawke Kekewich* and *John Wilkinson*, and the Survivor of them, his Executors or Administrators, or their or his

Power to grant Building Leases for Terms not exceeding Ninety-nine Years.

[*Private.*]

Assigns, in the meantime, until some Person beneficially entitled to the said Estates shall be in the actual Possession or the Receipt of the Rents and Profits thereof, by Indenture or Indentures, to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the said devised Estates, or the Messuages, Lands, Tenements, and Hereditaments comprised therein, and held or enjoyed as Part or Parts thereof, (other than and except the said Castle, Buildings, Park, Gardens, Plantations, Domains, and their Appurtenances, at *Powderham* aforesaid,) unto or for the Benefit of any Person or Persons, and his or their Executors, Administrators, or Assigns, for any Term or Terms of Years (not exceeding Ninety-nine Years, to commence in Possession, and not in Reversion or by way of future Interest), for the Purpose of building, erecting, making, or continuing, and working, upon the Hereditaments so to be demised or leased, any Houses or Outhouses, Mills, Manufactories, Warehouses, Machinery, Edifices, or Buildings, or for the Purpose of laying out any Plot or Plots, Quantity or Quantities, Parcel or Parcels of Ground as and for any Dock or Basin, or Docks or Basins, Quay or Quays, or any Road or Roads, Way or Ways, Avenue or Avenues, Street or Streets, Square or Squares, Passage or Passages, or otherwise for the Use and Convenience of the Lessee or Lessees, Tenant or Tenants, or Occupier or Occupiers of the said Hereditaments, or as and for any Court or Courts, Yard or Yards, Garden or Gardens, Orchard or Orchards, to be adjoining or belonging to any such House or Houses, Outhouses, Mills, Manufactories, Warehouses, Machinery, Edifices, or Buildings, or for the Purposes of Ornament, or for the Purpose of taking down, rebuilding, or repairing any of the Messuages, Tenements, Erections, or Buildings that are now standing or being, or which shall at any Time or Times hereafter be standing or being, upon or in any Part of the said Lands and Hereditaments, so that there be reserved and made payable, in and by each and every such Demise or Lease to be made under this present Power, to be issuing out of the Hereditaments thereby demised or leased, or some competent Part or Parts thereof, the best and most improved yearly Rent or Rents that can or may (subject to the Directions hereinafter contained) be reasonably had or obtained for the same under the Circumstances of the Case, but without taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of any such Demise or Demises respectively.

Contracts
may be entered
into
fixing Rents,
&c.

XVIII. Provided always, and be it enacted, That it shall be lawful for the Person or Persons herein-before authorized to make such Leases or Demises as aforesaid to enter into any Contract or Contracts in Writing for making or granting any such Demise or Demises, and thereby to fix and determine the Rent or Rents to be reserved or made payable upon or in respect of such Demise or Demises (which Rent or Rents is or are to be the best and most improved yearly Rent or Rents that under the Circumstances of the Case can be reasonably obtained at the Time of making such Contract or Contracts); and as to the Mode of reserving and securing or apportioning the same, and also as to the Periods of Payment thereof; and

and such Rent or Rents may be made to commence immediately, or after any Term not exceeding One Year from the Date of any such Contract or Contracts; and when and so often as any such Contract or Contracts shall be entered into the same shall be of the same Force and Effect as if entered into by a Tenant in Fee Simple having the beneficial Ownership for his or their own Use of the Hereditaments comprised therein; and it shall be lawful for the Person or Persons herein-before authorized in that Behalf (whether he or they shall be the Person or Persons who shall have entered into any such Contract or Contracts as aforesaid, or any other Person or Persons herein-before authorized and empowered as aforesaid,) to make or grant any Demise or Demises pursuant to and in performance of such Contract or Contracts, according to the true Intent and Meaning thereof, notwithstanding the Rent or Rents to be reserved or made payable pursuant to such Contract or Contracts may not at the Time of the Execution of such Demise or Demises as aforesaid be the best or most improved Rent or Rents for the Premises so demised; provided also, that the Rent or Rents to be reserved and made payable upon or in respect of all and every such Demise and Demises as aforesaid shall be made payable clear of all Deductions whatsoever; and the Lessee or Lessees shall duly seal and deliver a Counterpart or Counterparts of such Demise or Demises respectively, and enter into Covenants for the due Payment of the Rent or Rents to be thereby respectively reserved and made payable, and to erect and build, and keep in repair, the House or Houses, Outhouses, Mills, Manufactories, Warehouses, Machinery, and other Edifices and Buildings, or to make the Docks, Basins, Quays, or other Improvements intended and agreed to be erected, built, and made thereon, and such other Covenants as shall be thought requisite and necessary for the Security of the said Rent or Rents, and of the Hereditaments out of which the same shall or may be reserved or made payable as aforesaid; and so as in every such Lease to be granted under this Power there shall also be contained such Power of Re-entry, and Perception of Rents and Profits, for securing the Payment of the Rent or Rents to be thereby reserved, as the Person or Persons granting such Demise or Lease shall think proper and reasonable.

Rents may commence at Periods after Commencement of Leases, if not exceeding One Year;

and to be free from Deduction; Counterparts of Leases to be executed.

Leases to contain Provisoes for Re-entry.

XIX. Provided nevertheless, and be it enacted, That when any of the said Messuages, Lands, and Hereditaments shall be demised for any Term or Terms of Years, under this Power, all and every the Rent or Rents to be reserved and made payable upon any such Demise or Demises respectively shall be payable unto the Person or Persons for the Time being entitled to the Reversion of and in the same Messuages, Lands, and Hereditaments immediately expectant on the Determination of the Term by such Demise or Demises to be created.

Rents to go along with Reversion.

XX. And be it enacted, That it shall and may be lawful to and for any Person or Persons by whom any such Lease or Leases as aforesaid shall be granted, in exercise of this Power, to enter into any Covenant or Agreement, Covenants or Agreements, which he or they shall think reasonable, with or to the Person or Persons to whom such Demise

Persons granting Leases authorized to enter into Covenants, which shall

be binding on those in Remainder.

Demise shall be made, (which Covenant or Covenants may be expressed to be for the Covenantor or Covenantors, and his or their Heirs, Executors, Administrators, and Assigns, with or to the Covenantee or Covenantees, and his or their Executors, Administrators, or Assigns,) as well for the quiet Enjoyment of the Premises comprised in such Lease or Leases, and for any further Assurance or Assurances of or concerning the same, as also for keeping open, and not covered with Buildings, or otherwise, any Streets, Squares, open Spaces, Ways, or Passages, or for maintaining any Sewers or Drains, or for granting or permitting the Use of any Right or Rights of Way or of Water, or any other Easements or Conveniences whatsoever, to be had, held, and enjoyed by such Lessees respectively, and their Executors, Administrators, or Assigns, or upon or out of any other Lands, Tenements, or Hereditaments adjoining or near to the Messuages, Lands, Tenements, or Hereditaments comprised in such Leases or Demises as aforesaid, and which at the making of such Demises shall stand settled to the same Uses as the Hereditaments so demised; and all such Covenants and Agreements as aforesaid (unless the Operation thereof shall be expressly restrained) shall be binding at Law and in Equity, not only upon the Person or Persons entering into the same, and all Persons claiming or to claim the Lands, Tenements, or Hereditaments to which such Covenants and Agreements shall relate, by, from, through, under, or in Trust for him or them, but also upon all and every other Person and Persons who shall or may have or claim any Remainder, Reversion, or other Estate or Interest of and in the same Lands, Tenements, and Hereditaments, under or by virtue of the said recited Will or of this Act, and his or their Heirs, Executors, Administrators, and Assigns, in respect only of the same Lands, Tenements, and Hereditaments, (notwithstanding the Want of Estate in the Covenantor or Covenantors, or the Want of Privity between such Covenantor or Covenantors and any such Person or Persons to be bound as aforesaid, or the Want or Omission of any Words expressly binding such Persons or any of them,) but such Covenants or Agreements shall not be binding on the Covenantor or Covenantors, or any other Person or Persons entitled to any particular or determinable Estate or Estates of and in the Lands, Tenements, or Hereditaments to which the same respectively shall relate, nor his or their Heirs, Executors, Administrators, or Assigns, after the Determination of his or their Estate or Estates, Interest or Interests in the same Hereditaments, save and except for or on account of any Act, Matter, or Thing had, made, done, committed, or suffered, or omitted to be done by him or them, during the Continuance of his or their Estate or Interest, or Estates or Interests (any Law, Statute, or Usage to the contrary in anywise notwithstanding).

New Trustees to be appointed by the Court of Chancery.

XXI. And be it enacted, That if the said *Samuel Trehawke Keke-wich* and *John Wilkinson*, 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 Executors or Administrators, 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 or performed, then
and

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 Petitions 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 said Trustee or Trustees so dying, or desiring to be discharged or becoming incapable to act as aforesaid; and thereupon the yearly Sum of Two thousand Pounds, and all other the Monies, Stocks, Funds, Securities, and Premises which shall from Time to Time remain or be liable to the Trusts and Provisions of this Act, shall with all convenient Speed be 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, upon the Trusts and for the Intents and Purposes herein-before declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and that 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.

XXII. Provided always, and be it 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 Monies which shall come to their or his Hands or Hand, by virtue of any of the aforesaid Trusts, it shall be lawful for them and 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. Indemnity to Trustees.

XXIII. And whereas the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset* are severally resident beyond the Seas, and their Consent to this Act has not been proved; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any effect as against the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset*, severally and respectively, or as against any Person claiming or to claim by, from, through, or under them respectively any Estate, Right, Title, or Interest whatsoever now vested in them the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset* respectively, until they the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset* shall severally signify their respective Consents to this Act, by Writing under their respective Hands, attested by One or more credible Witness or Witnesses; and such Writing or Writings under the respective Hands of the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset* respectively shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consents respectively the same shall severally and As to Consents of H. Somerset, Lady M. J. Locke, and E. A. Somerset.

[Private.]

8 a

respectively

respectively be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset* respectively, and all Persons claiming or to claim by, from, through, or under them respectively, as if such Consents respectively had been obtained and proved before the passing of this Act; and such Consents may be given in the Form or to the Effect following; (that is to say,)

‘ I *Henry Somerset* [or I *Lady Matilda Jane Locke*, or I *Edward Arthur Somerset*, as the Case may be,] do hereby consent to an Act of Parliament passed in the Sixth Year of the Reign of Her most Excellent Majesty Queen *Victoria*, intituled [here insert the Title of this Act.]’

Provided nevertheless, that in case the said *Henry Somerset*, *Lady Matilda Jane Locke*, and *Edward Arthur Somerset*, or any of them respectively, shall depart this Life before signing such Consent as aforesaid, then this Clause and the Restriction herein contained (so far only as the same may apply to or concern the Parties or Party so dying, and all Persons claiming or to claim by, from, through, or under them, him, or her, as the Case may be,) shall be absolutely void to all Intents and Purposes whatsoever.

General
Saving.

XXIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and to their Heirs, Successors, Executors, and Administrators, (other than and except the said *William* now Earl of *Devon*, his Heirs, Executors, Administrators, or Assigns, and the said *William Reginald* Lord *Courtenay*, and the said *William Reginald Courtenay*, the eldest Son of the said *William Reginald* Lord *Courtenay*, and his First and other Sons successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and also the said *Edward Baldwin Courtenay*, the younger Son of the said *William Reginald* Lord *Courtenay*, and the Heirs Male of his Body, and each and every Son of the said *William Reginald* Lord *Courtenay* hereafter to be born, and the Heirs Male of the Body of each and every such future Son; and also except the said *Henry Hugh Courtenay*, and the said *Henry Reginald Courtenay* his Son, and each and every other Son of him the said *Henry Hugh Courtenay* hereafter to be born, and the Heirs Male of the Body of the said *Henry Reginald Courtenay*, and of each and every such future Son of the said *Henry Hugh Courtenay*; and also except the said *Charles Leslie Courtenay*, and his First and every other Son hereafter to be born, and the Heirs Male of the Body of such Son and Sons; and also except each and every Son of the said *William* Earl of *Devon* hereafter to be born, and the Heirs Male of the Body of each and every such future Son; and also except the said *Thomas Peregrine Courtenay*, *Reginald Courtenay*, *George Henry Courtenay*, *Francis Courtenay*, *Edward Courtenay*, *Richard William Courtenay*, *Henry Reginald Courtenay*, and *Josceline Courtenay*, (the Sons of the said *Thomas Peregrine Courtenay* deceased,) severally and respectively, and the First and every other Son of each and every of them, and the Heirs Male of the

the Body and Bodies of such First and other Sons; and also except the Person and Persons upon whom the Title of "Earl of *Devon*" shall at any Time descend or devolve, and the Heirs Male of the Body and respective Bodies of the same Person or Persons; and also except the said Sir *John Edward Honeywood*, Lady *Charlotte Giffard*, *Henry Somerset*, *Ernest Earl of Lisburne*, Lady *Caroline Eustatia Morland*, Lady *Matilda Jane Locke*, Lady *Sophia Foy*, and *Edward Arthur Somerset*, severally and respectively, and their several and respective Heirs; and except all and every Person and Persons lawfully or equitably claiming or to claim by, from, through, or under the several Persons herein-before excepted, or any of them; and also except the Trustees of the said Will of the said *William* late Earl of *Devon*, for preserving contingent Remainders, and their respective Heirs and Assigns; and also except the said *Samuel Trehawke Kekewich* and *John Wilkinson*, their Executors, Administrators, and Assigns, in respect of the Term of Five hundred Years created by the said Will, and the Persons entitled or who shall or may be entitled to the Benefit of such of the Trusts of the said Term as are intended to be affected by the Provisions of this Act,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the Manors, Estates, Annuities, or annual Payments, Monies and Securities for Money, Accumulations, and Premises devised or created by the said Will, or authorized or directed to be raised or created by this Act, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

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

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.

