



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 40.

An Act for enabling the Trustees for the Time being of *Hele's* Charity Estates to grant Leases for absolute Terms, not exceeding Twenty-one Years, of certain Estates vested in them as such Trustees, and situate in the Parishes of *Clist Saint Lawrence, Broadclyst, Stokeinteignhead, Bovey Tracey, and Newton Ferrers*, in the County of *Devon*; and for confirming certain Leases of Parts of such Estates already granted, and for fixing the Proportions in which the Rents reserved and to be reserved by such Leases, and such other Profits of the said Estates as have accrued and shall accrue after the granting of such Leases thereof respectively, shall be divided and enjoyed; and for other Purposes.

[10th August 1842.]

WHEREAS His late Majesty King *Charles* the First, by His Letters Patent dated the Second Day of *June* in the Thirteenth Year of His Reign, and in the Year of our Lord One thousand six hundred and thirty-seven, after reciting, that
 [Private.]

Charter of
 Charles I.
 2d June
 1637, incor-
 porating the
 Governor of

St. John's
Hospital.

by a Petition of the Mayor, Bailiffs, and Commonalty of the City of *Exeter* His Majesty was informed of their charitable Desires to erect an Hospital in the said City for the Relief, setting on Work, and Education in good Learning and otherwise of poor Children born or inhabiting in the said City, who either had no Parents, or those so poor as not to be able to maintain them, as also for Relief and Maintenance of aged or impotent poor People inhabiting there, not able to work, and that *Joan Crossing*, Widow of *Hugh Crossing* late Alderman of the said City, and *Francis Crossing* their Son, then Alderman of the same, in prosecution of the charitable Intendments of the said *Hugh Crossing*, had purchased a large and convenient House in the said City, which before the Dissolution of Monasteries was an Hospital called *Saint John's Hospital*, and One Tenement near adjoining, some Time belonging to the said Hospital, and had given the same for an Hospital or Workhouse, His said Majesty affecting such pious and charitable Works, and out of His Royal Inclination to promote and advance the same, granted to the said Mayor, Bailiffs, and Commonalty Power, Licence, and Authority to erect, found, and establish in the said House called *Saint John's Hospital*, and other the Premises adjoining, an Hospital House or Place of abiding for the Sustentation, Relief, and Education in Learning and all or any other lawful Arts and Trades of poor Children from Time to Time born or inhabiting in the said City or County of the same, and for the Habitation, Relief, and Maintenance of aged or impotent poor People inhabiting in the said City or County, and of so many Children or aged or impotent poor People, and such other Members and Officers of the said Hospital, as to the Governors thereof and their Successors, or the greater Part of them, should seem meet; and that the said Governors should have Power from Time to Time to place therein such Master or Head of the said Hospital, and Number of poor People and Children, and such other Members and Officers, as to them, or the greater Part of them for the Time being, should seem convenient; and His said Majesty further granted, that the said Governors, and their Successors, should have Power to erect and establish in the said Hospital and Premises a free Grammar School and a free English School for the instructing, teaching, Maintenance, and Education of poor Children or Scholars born or inhabiting the said City or County, and to place therein such Number of poor Children or Scholars as to the Governors for the Time being, or the greater Part of them, should seem convenient, and likewise One or more learned, able, and sufficient Person or Persons to be Schoolmaster or Schoolmasters of the same School or Schools, and One or more other able and sufficient Person or Persons to be Usher or Ushers thereof to teach and instruct the said Children, and also One learned and godly Preacher to read Divine Service and preach the Word of God in the said Chapel to all the said Persons, poor People, and Children, Members and Officers in the House, with the Allowance of the Ordinary; and His said Majesty further ordained, that the said House should be used as an Hospital for the abiding, Sustentation, and Relief of such Number of poor People and Children as the Governors for the Time being, or the greater Part of them, should name or appoint to be lodged, maintained, and relieved there, and for the abiding and

Sustentation of a Schoolmaster or Schoolmasters, Usher or Ushers, Preacher, and Head or Master of the said Hospital as aforesaid; and that certain Persons and Officers therein named should be incorporated, and called the Governors of the Hospital of *Saint John* within the City of *Exeter*, founded by *Hugh Crossing* Esquire and others and thereby erected, established, and confirmed the same, to have Continuance for ever, and appointed and ordained, that the Mayor, Recorder, Aldermen, and Common Council of the said City for the Time being should be Governors of the said Hospital, with Power to purchase and take Lands, to sue and be sued by their said Name, and to have a Common Seal: And whereas by an Indenture of Feoffment bearing Date on or about the Ninth Day of *January* in the Year of our Lord One thousand six hundred and thirty-two, and made or expressed to be made between *Elize Hele* Esquire, of the one Part, and *John Maynard* Esquire, *John Hele* Esquire and *Elize Stert* Gentleman, of the other Part, after reciting that the said *Elize Hele* having a pious Intention, and meaning to advance the Honour of God in dedicating his Estate to some charitable and godly Use, and reposing much Confidence in *Alice Hele* his Wife, and in the said *John Maynard*, *John Hele*, and *Elize Stert*, granted, enfeoffed, and confirmed unto the said *John Hele*, *John Maynard*, and *Elize Stert*, and their Heirs, the Manors of *Fardell*, *Denaton*, *Brixton*, *Reigny Cofflute*, *Hakwill*, *Teignharvey*, *Clist Saint Lawrence*, and *Clist Gerrard*, in the County of *Devon*, and the Rectory Improprate of *Wolvington* and *Saint Giles-in-the-Heath* in the same County; and all other his Manors, Lands, and Hereditaments in the said County or elsewhere in *England*, together with their respective Appurtenances, to hold the same unto the said *John Hele*, *John Maynard*, and *Elize Stert*, and their Heirs, to the Use of him the said *Elize Hele* for his Life, and after his Decease to the Use of the said *Alice Hele*, *John Hele*, *John Maynard*, and *Elize Stert*, and their Heirs, in Trust with all convenient Speed to employ the said Premises to some godly, pious, and charitable Use and Uses, as they, and the Survivors or Survivor of them, and his Heirs, in their Discretion should think meet: And whereas by an Indenture of Release bearing Date on or about the Eighteenth Day of *December* in the Year of our Lord One thousand six hundred and fifty-eight, and made or expressed to be made between the said *John Maynard* and *Elize Stert* of the First Part, *James Marshall*, then Mayor of the said City of *Exeter*, *Thomas Bamfylde*, Recorder of the said City, *James Pearse*, *Simon Snow*, and *Ralph Herman*, Aldermen of the same City, and *Thomas Westlake*, Town Clerk of the same City, of the Second Part, the Mayor and Commonalty of the said City of the Third Part, and the President and Governors of *Saint John's Hospital* in the said City of the Fourth Part, after reciting that the said *John Maynard* and *Elize Stert* had survived the said *Alice Hele* and *John Hele*, they the said *John Maynard* and *Elize Stert*, for the maintaining and performing the several pious and charitable Works in the Schedule annexed to the said Indenture of Release mentioned, released and assured to the said Parties of the Second Part, and their Heirs, the Manors of *Clist Saint Lawrence* otherwise *Lawrence Clist*, *Clist Saint Giles*, *Gerrard's Clist* otherwise *Clist Saint Gerrard*, and *Teignharvey* in the County of *Devon*, and certain Lands, Tenements, and Here-

Feoffment,
9th Jan.
1632, Con-
veyance by
Elize Hele,
Esq.

Indenture of
Release,
18th Dec.
1658.

ditaments

ditaments which were therein mentioned to have been some Time the Lands, Tenements, and Hereditaments of *Elize Hele* Esquire, then deceased, (that is to say,) a Messuage called the *New House in Torre*, a Courtilage, a Herb Garden, Three Closes of Land called the *Bow House*, the *Meadow*, and *Malpe Acre*, containing in the whole about Ten Acres, in the Parish of *Newton Ferrers* in the said County of *Devon*, and a Barn then lately converted into a Dwelling House, a Linhay House, a Garden, Two Closes called the *Torres* and the *New Piece*, and a Moiety of the Close called the *Dickson*, containing about Ten Acres, also in the said Parish of *Newton Ferrers*, and a Messuage and Tenement in *Lower Brimley* in the Parish of *Bovey Tracey*, and another Tenement in *Lower Brimley*, consisting of a Cottage, Garden, and a Close of Land containing One Acre, and a Messuage, Garden, Orchard, and Close containing Two Acres or thereabouts, in the Borough of *Bovey Tracey*, and a Messuage, Orchard, and little Plot of Ground in the same Borough, and a Messuage and Herb Garden there, and a Tenement, Messuages, Lands, and Hereditaments called *Rostbridge* otherwise *Rostabridge*, in the Parish of *Harberton* in the said County of *Devon*, which were in the said Indenture of Release mentioned to be intended to be settled for the Maintenance of a Schoolmaster in *Totnes*, and all other Lands, Tenements, and Hereditaments in the Parishes of *Bovey Tracey* and *Newton Ferrers*, *Clist Saint Lawrence*, *Clist Saint Giles*, *Clist Gerrard*, and *Teignharvey*, which were the Lands of the said *Elize Hele*, and by him conveyed to the said *John Maynard* and *Elize Stert* and *John Hele* deceased (the Mills in *Bovey Tracey* excepted), and all which Manors, Hereditaments, and Premises (except as aforesaid) are in the said Indenture of Release mentioned to be in the actual Possession of the said Parties thereto of the Second Part, by virtue of a Bargain and Sale for a Year made by Indenture bearing Date the Day next before the Date of the said Indenture of Release, and by force of the Statute made for transferring Uses into Possession, to hold the said Manors and other Hereditaments and Premises unto and to the Use of the said Parties thereto of the Second Part, and their Heirs, upon the Trusts and to the Uses in the said Schedule thereto annexed mentioned; and by which said Schedule it was provided in manner herein-after in part mentioned, (that is to say,) first, that all the annual Rents and Profits of the Premises, with the Heriots and accidental Profits, (except as therein-after was excepted, and other than such Sums of Money as should be raised for Fines for renewing, granting, or altering any Estate,) should be employed, from Time to Time as the same should be received, first, for the Payment of Thirty Shillings to *Peter Shapter*, a blind Servant of the said *Elize Hele*, for his Life, and Ten Pounds *per Annum* for the Maintenance of a School or Schoolmaster in the Parish of *Moreton* for ever, and Thirty-two Pounds *per Annum* for the Maintenance of Two Lectures already set up by the said *John Maynard* and *Elize Stert* in *Exeter College, Oxford*, and afterwards for the Maintenance of poor Children, to be placed and educated in and preferred from the Hospital of *Saint John* in *Exeter* for ever; and it was also by the said Schedule declared, that for every Ten Pounds of the yearly or casual Profits of the Premises (other than the Fines) above the said Sums amounting to

to Forty-three Pounds Ten Shillings, and out of such Lands as had been or should be purchased with such Monies as had been advanced to purchase Lands for the Maintenance of such Children, One Male Child should be maintained within the said Hospital, who should be so placed, kept, disposed, and ordered as therein was mentioned, or as should be further agreed, and in Writing directed and appointed under the Hands and Seals of the Mayor and Recorder of *Exeter* for the Time being, the President of the said Hospital, and Two of the Aldermen of the said City for the Time being, and the said *John Maynard* and *Elize Stert*, or the Survivor of them, and his Heirs, or the major Part of the said Persons whereof the said *John Maynard* and *Elize Stert*, or the Survivor, so long as either of them should live; should be One; and when any Children should depart or be preferred from the said Hospital, then so much as might be saved out of the Ten Pounds a Year and not spent in the Maintenance of such Child, and Ten Pounds more to be taken up beforehand of the Profits of the Premises, (that is to say,) Ten Pounds allotted for One Year's Maintenance of such Child, should be employed for binding forth such Child to some honest Trade, or putting him to some other Preferment or Employment, as also for some Stock for such Child (if it might be) when he should come to live of himself; and it was declared that during that One Year the Place of such Child so preferred should remain void; secondly, that the said President and Governors of the said Hospital should cause a Book to be kept of the Children taken in upon and preferred by the Premises, to which the said *John Maynard* and *Elize Stert*, and their Heirs, should have free Resort, and should every Year, on the First *Monday* in *November*, give an Account in Writing to or prepare such Account for the said *John Maynard* and *Elize Stert*, and the Heirs of the Survivor, of the Receipts and Disbursements made that Year of the Premises, and of the Children taken in or preferred, and to what Master or Employment, for which there should be allowed to the Clerk of the said Hospital Six Shillings and Eight-pence; on which First *Monday* the said Mayor, Governors, and so many of the Persons trusted as could, were desired to meet in some convenient Place in the said City to survey and consider the State of the said Children and Hospital, and all Accounts and Affairs thereof, and that Four Pounds *per Annum* should be allowed for their Entertainment at that Meeting, and that the said Account should be delivered to the said *John Maynard* and *Elize Stert*, and the Heirs of the Survivor, before the last *Monday* in *November*; and after making various Provisions as to the Choice and Regulation of the said Children for and at the said School, it was by the Twelfth Provision in the aforesaid Schedule desired that in all Contracts for Leases thereafter to be made, especially for Leases in Possession, a Fourth or Sixth Part at least of the annual Revenue should be reserved by way of Rent for better Increase of the annual Maintenance and the rest in Fine, and in no Lease the old Rents or Duties to be lessened in anywise; and by the Thirteenth Provision it was desired that the Trustees should not forbear to make new Leases when any of the Tenements should fall in hand, of Purpose to have the mesne Profits in their Hands, though for the charitable Use, because that would in Time tend to the Destruction of the Tenements, and of Tillage and good Husbandry, as was conceived; and

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by the Fourteenth Provision, that One thousand Pounds, to be raised of the first Money for Fines, should be disposed of towards the Workhouse for the Gaol for the County of *Devon*, when the Gentlemen of that County should be ready to go on with that Work, according to Propositions which had been agreed on or which should be agreed on at the Sessions of the Peace by the said *John Maynard* and *Elize Stert*, and the Survivor of them, and his Heirs; and by the Fifteenth Provision, that in every Lease to be made determinable on Lives there should be inserted a Clause that, upon such Notice and under such Circumstances as were therein specified, the Persons claiming an Interest under such Lease should within Five Years produce the Person or Persons on whose Life or Lives such Lease depended, or prove by Oath the Existence of the Life or Lives of such Person or Persons within One Year then last past, or in default thereof such Lease to cease and determine, and that no Lease of the Premises should be made but for Years determinable on Lives, and not for Lives absolutely; and by the Sixteenth Provision, that in every Lease a Condition should be inserted that the Tenants should not commit Waste nor buy Timber growing on any of the Premises without Leave of the Owners of the Inheritance, nor assist any one in cutting or carrying away such Timber, but should make Discovery thereof to the Owners of the Inheritance if any such Thing should be known to them; and by the Seventeenth Provision, that as often as the Number of the Trustees should be reduced to Two, the Survivors should convey the Premises, so that the full Number of the Persons to be trusted might be supplied, which might be sooner done if Occasion should be, such new Trustee to be approved of by the major Part of the Mayor and Aldermen of *Exon* for the Time being; and by the Eighteenth Provision, that, after the said One thousand Pounds should be raised for the said County House, One thousand five hundred Pounds more, to be raised out of the Fines, should be employed for the Purchase of Lands or Tenements of Inheritance for the Maintenance of poor maiden Children in *Hele's* Hospital in the said City of *Exon*, and Five hundred Pounds more, in the next place, for stocking and maintaining a Workhouse in the said City, to be ordered by the Mayor and Aldermen of the said City; and after the said Three thousand Pounds should be raised, then the further Appointment of the Benefit of such Fines as should be raised was thereby reserved to the Direction and ordering of the said *John Maynard* and *Elize Stert*, and the Survivor of them, during their Lives and the Life of the longer Liver of them, for appointing other Workhouses, Schools, Relief of Poor, or such other pious, godly, and charitable Uses as they or the Survivor of them should appoint; and by the Nineteenth Provision in the aforesaid Schedule it was declared and excepted, that the Tenement before mentioned, called *Rostbridge*, was to be conveyed to such Persons and their Heirs as the said *John Maynard* and *Elize Stert*, or the Survivor of them, and his Heirs, should appoint, charged nevertheless with the ancient Rent, and was to be employed for the Maintenance of a Schoolmaster in *Totnes*, with such Rules and Directions as the said *John Maynard* and *Elize Stert*, or the Survivor of them, and his Heirs, should appoint; and lastly, it was provided that after such Time as so many Leases should be made of the Premises by the Trustees that the Fines therefore

agreed to be paid should amount to Three thousand Pounds, intended to be employed as aforesaid, then if the said *John Maynard* and *Elize Stert*, or the Survivor of them, should appoint or should before then have appointed any other Sums of Money for other Workhouses, Schools, or pious, godly, and charitable Uses, the same should be raised and paid according to such Directions and Appointments with all convenient Speed, Notice thereof being given in Writing to the Mayor of *Exon* for the Time being, and that for the better effecting thereof the said *John Maynard* and *Elize Stert*, or the Survivor of them, and his Heirs, might, by Writing under his or their Hands and Seals, limit and appoint the Use and Uses of the Premises to such Person and Persons as they, and the Survivor of them, and his Heirs, should think fit, and that the Persons named in the Deed annexed, and their Heirs and Assigns, should stand seised thenceforth to the Uses and Persons so to be appointed; but the Trust and Meaning of such Limitation was in the now-stating Provision declared to be, that the annual Profits and Heriots of the Premises should be still employed to the charitable Uses aforesaid, and all the charitable Works before appointed continued, notwithstanding such new Uses appointed, the End and Scope of the said Clause being only to change the Estate into such Hands as would conform to such Appointments of other charitable Works out of the Fines as should be appointed by the said *John Maynard* and *Elize Stert*, or the Survivor of them, as aforesaid; and it was also declared that the said *John Maynard* and *Elize Stert*, and the Survivor of them, might appoint such new Use as aforesaid, and Sums of Money for the same, as well before as after the raising of the said Sums of One thousand Pounds, One thousand five hundred Pounds, and Five hundred Pounds: And whereas by a Decree of his Honour the Vice-Chancellor, bearing Date on or about the Twenty-second Day of *November* in the Year One thousand eight hundred and twenty-five, and made in a Suit which had been instituted in the High Court of Chancery, wherein His then Majesty's Attorney General was Plaintiff, and the Most Noble *Amelia Ann* Marchioness of *Londonderry*, the Right Honourable *Caroline Hands* Lady *Suffield*, the Right Honourable *John William Robert Kerr*, then lately Earl *Ancram*, but then Marquis of *Lothian*, the Honourable *Ernest Augustus Edgcumbe* commonly called Viscount *Valletort*, *George Westlake* and *Charles Collyns* Esquires, were Defendants, after stating, amongst other Things, to the Effect herein-before mentioned, and that the Manors and other Hereditaments and Premises conveyed by the herein-before mentioned Deeds were held and enjoyed by the said *James Marshall*, *Thomas Bamfylde Pearse*, *Simon Snow*, *Ralph Herman*, and *Thomas Westlake* upon the Trusts of the said Indenture, and that no further Appointment was ever executed by the said *John Maynard* and *Elize Stert*, or either of them, of the Fines to be reserved upon the said Leases directed by the said Schedule to be from Time to Time granted; that the said *Elize Stert* died long since, leaving the said *John Maynard* him surviving; and that the several Sums of Money mentioned in the said Indentures of Release, and thereby directed to be raised, had been long since raised out of the Fines reserved upon the Leases, and applied in the Manner therein directed; and that

Decree of Vice Chancellor, 22d Nov. 1825, in the Cause Attorney General v. Marchioness of Londonderry and others.

the whole of the Hereditaments so given to the said Hospital had been from Time to Time conveyed to new Trustees, according to the Provisions of the said therein and herein before mentioned Indenture of Release; and that in the Year One thousand eight hundred and eight the last Appointment of Six Trustees took place, and that there were then remaining Three only, namely, the Defendants the said *Benjamin Honycombe Walker*, *George Westlake*, and *Charles Collyns*, in whom the said Estates were then vested upon the Trusts aforesaid; and that the whole of the Hereditaments so conveyed as aforesaid had been and were then let on Leases of Ninety-nine Years, determinable on Lives; and that One Fourth Part of the annual Value had been and then was reserved as the Rent thereof; and that the Fine to be paid on the granting of each Lease had been calculated on the remaining Three Fourths of the annual Value of the said Premises; and that the Trustees of the said Estates were respectively Members of the Corporation of *Exeter*; and that the said Estates were managed by the Steward of the said Hospital; and that the Rents, after satisfying the several Sums directed to be paid in the said Indenture of Release, (namely,) to the Schoolmaster of *Moreton Hampstead* Ten Pounds, to the Divinity Lecturer at *Exeter College, Oxford*, Twenty Pounds, and to the *Hebrew Lecturer* of the said College Ten Pounds, had been and were then applied to the Use of the said School; that the annual Rents reserved upon the said Estates amounted to Three hundred and sixty Pounds and upwards; and that the Fines received upon the Renewal of the Leases of the respective Hereditaments so given as aforesaid were very large, and had amounted for many Years past upon an Average to One thousand Pounds *per Annum* or thereabouts; that the Monies produced by the said Fines were received by the said Trustees or their Agents, and that the same had been from Time to Time for many Years past accounted for and paid over to the Heirs of the said *John Maynard*, then *Sir John Maynard*, for the Time being, to be employed by them to Purposes of Charity; that the Heirs of the said *Sir John Maynard* were then the Defendants, *Amelia Ann* Marchioness of *Londonderry*, *John William Robert Kerr* commonly called *Earl of Ancram*, *Ernest Augustus Edgcumbe* commonly called *Viscount Valletort*, and *Caroline Hands* Lady *Suffield*; it was by the said Decree declared, that in the Events which had happened the Rights of appointing the Fines reserved and to be reserved upon the Leases of the Estates comprised in the said Indentures of Lease and Release of the Seventeenth and Eighteenth Days of *December* One thousand six hundred and fifty-eight to charitable Purposes was in His then Majesty, by His then Sign Manual; and it was further (amongst other Things) ordered and decreed, that it should be referred to the said Master to take an Account of the said Fines which had been received by the Defendants *Benjamin Honycombe Walker*, *George Westlake*, and *Charles Collyns*, or any or either of them, or by any other Person or Persons by their or any or either of their Order, or for their or any or either of their Use, since the Twenty-second Day of *October* One thousand eight hundred and twenty-two, the Time of filing the Information in the said Cause; and in taking such an Account the said Master was to charge the
said

said Defendants *Benjamin Honeycombe Walker, George Westlake, and Charles Collyns* with the Sum of Eleven Pounds Fourteen Shillings, as the Amount of the said Fines remaining in their Hands on the said Twenty-second Day of *October* One thousand eight hundred and twenty-two; and it was further ordered, that the Master should also take an Account of the Monies remaining in the Hands of the said Defendants the Marchioness of *Londonderry, Lady Suffield, the Marquis of Lothian, and Viscount Valletort*, or any or either of them, on account of the said Fines, on the Twenty-second Day of *October* One thousand eight hundred and twenty-two, and which had since been received by the said Defendants the Marchioness of *Londonderry, Lady Suffield, the Marquis of Lothian, and Viscount Valletort*, or any of them, or by any other Person or Persons by their or any of their Order, or for their or any of their Use; it was further ordered, that the Defendants should pay what should appear to be due from them respectively on taking the said Accounts into the Bank, with the Privity of the Accountant General of the said Court, to be there placed to the Credit of the said Cause; and after directing the said Monies, when so paid in, to be laid out in the Purchase of Bank Three Pounds *per Centum* Annuities in the Name of the said Accountant General, and to be accumulated by the Dividends thereof, as therein mentioned, it was further ordered, that the Defendants *Benjamin Honeycombe Walker, George Westlake, and Charles Collyns* should be at liberty to pay the Residue of the Money, directed by an Order made in the said Cause on the Nineteenth Day of *February* One thousand eight hundred and twenty-five to be paid by the said Defendants into the Bank to the Credit of the said Cause, after deducting therefrom the Expences which the said Defendants should be at on the Renewal of any such Lease or Leases, as and when such Residue should amount to the Sum of One hundred Pounds or upwards, into the Bank, with the Privity of the said Accountant General, to be there placed to the Credit of the said Cause; and that such Sums, when so paid into the Bank, should be laid out in the Purchase of Bank Three Pounds *per Centum* Annuities in the Name of the said Accountant General, and to be accumulated by the Dividends thereof as therein mentioned; and the said Accountant General was by the said Order directed to declare the Trusts of all the said Bank Annuities accordingly, subject to the further Order of the said Court; and the said Court did reserve the Consideration of all further Directions as to the Application of the Funds therein-before mentioned until His then Majesty by His Sign Manual should signify His Pleasure with respect to the Application thereof: And whereas by Indenture of Release bearing Date on or about the Fourth Day of *January* in the Year of our Lord One thousand eight hundred and twenty-six, and made or expressed to be made between the said *Benjamin Honeycombe Walker and George Westlake* Esquires, Aldermen of the said City of *Exeter*, and therein described to be surviving Trustees of the said *Sir John Maynard* Knight, Serjeant at Law, and *Elize Stert* Gentleman, deceased, of the First Part; *William Payne* Esquire, then Mayor of the said City of *Exeter, Reuben Phillips, Thomas Floud, Samuel White, William Lee, John Hart, and Henry Blackall* Esquires, Aldermen of the said City of *Exeter*, of the Second Part; the Mayor, Bailiffs, and Commonalty of the said

Indenture of
Release,
4th Jan.
1826.

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City, of the Third Part; and the Governors of the said Hospital of *Saint John* within the said City of *Exeter* founded by *Hugh Crossing* and others of the Fourth Part; it is witnessed that the said *Benjamin Honeycombe Walker* and *George Westlake*, for the maintaining and performing of the several charitable Works therein and in the Schedule thereunto annexed intended and mentioned, and for the nominal Consideration therein expressed, did bargain, sell, alien, release, and confirm unto the said Parties thereto of the Second Part, their Heirs and Assigns, all the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises therein-before mentioned, and which were mentioned in and conveyed by the said herein-before in part recited Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight, with their Appurtenances, (and which said Premises are in the said Indenture now in recital mentioned to be in the actual Possession of the said Parties thereto of the Second Part, by virtue of the therein-recited Indenture of Bargain and Sale for a Year made by Indenture bearing Date the Day next before the Day of the Date of the same Indenture, and by force of the Statute for transferring Uses into Possession,) to hold the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, with the Appurtenances, unto the said Parties to the said Indenture now in recital of the Second Part, their Heirs and Assigns, to the only proper Use and Behoof of the said *Benjamin Honeycombe Walker* and *George Westlake*, and of the said *William Payne*, *Reuben Phillips*, *Thomas Floud*, *Samuel White*, *William Lee*, *John Hart*, and *Henry Blackall*, their Heirs and Assigns for evermore, nevertheless upon the Trusts and to the further Uses, Intents, and Purposes in the said Schedule thereunto annexed mentioned and intended, and which are in the said Indenture now in recital mentioned to be the same Trusts whereto the same were formerly disposed, saving and excepting as to such of the said Trusts as were mentioned in the original or former Schedule, and were already performed, the same not being to be re-charged, the Intent of the said Indenture now in recital being thereby declared to be only to name new Trustees upon the old and former Trusts, and not to create any new Trust: And whereas by an Order of the Lord High Chancellor of *Great Britain* bearing Date the Fourth Day of *February* One thousand eight hundred and thirty-seven, and made in the Matter of the several Charities in the City and County of the City of *Exeter*, of *Saint John's Hospital*, and others there named, and in the Matter of an Act passed in the Fifty-second Year of the Reign of His late Majesty King *George* the Third, Chapter One hundred and one, intituled *An Act to provide a summary Remedy in Cases of Abuses of Trusts created for charitable Purposes*, and also in the Matter of an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, Chapter Seventy-six, intituled *An Act to provide for the Regulation of Municipal Corporations in England and Wales*, and in pursuance of the Power for such Purpose vested in the said Lord Chancellor by the said last-mentioned Act, the following Persons, namely, the Reverend *Thomas Hill Lowe* of the said City of *Exeter*, Clerk; the said *Henry Blackall*, the Reverend *Arthur Atherley* of *Heavitree* in the County of *Devon*, Clerk, *Patrick Miller* of the said City of *Exeter*, Esquire, *George Braund*

Order of the Lord Chancellor, 4th Feb. 1837, appointing Trustees of the Charities vested in the Governors of St. John's Hospital.

52 G.3. c.101.

5 & 6 W. 4. c. 76.

Braund of the said City, Merchant, *Joseph Barnes Sanders* of the said City, Esquire, *Charles Hubbard* of the said City, Gentleman, *James Jones Tanner* of the said City, Merchant, *James Golsworthy* of the said City, Gentleman, *Henry Hooper* of the said City, Builder, *William Kingdon* of the said City, Ironmonger, *William Kennaway* of the said City, Esquire, *William Slocombe Tucker* of the said City, Gentleman, *Ralph Barnes* of the said City, Gentleman, *Joshua Hickman Stabback* of the said City, Gentleman, *John Clench* the younger of the said City, Merchant, and *Gage John Hall* of *Saint David* in the County of the said City, Lieutenant General in Her Majesty's Army, were duly appointed Trustees of and for the Parts of the Charity Estates and Property then late vested in or under the Administration of the Corporation of *Exeter*, or of any of the Members thereof in that Character, which were affected by the Seventy-first Section of the said secondly-mentioned Act: And whereas by another Indenture of Release, bearing Date on or about the Fifth Day of *June* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *William Payne*, *Thomas Floud*, *John Hart*, and *Henry Blackall* (therein stated to be surviving Trustees of *Sir John Maynard* and *Elize Stert*, appointed by certain Indentures of Lease and Release therein-after in part recited, being the said herein-before mentioned Indentures of Lease and Release of the Third and Fourth Days of *January* One thousand eight hundred and twenty-six,) of the First Part; the said *Thomas Hill Lowe*, *Henry Blackall*, *Arthur Atherley*, *Patrick Miller*, *George Braund*, *Joseph Barnes Sanders*, *Charles Hubbard*, *James Jones Tanner*, *James Golsworthy*, *Henry Hooper*, *William Kingdon*, *William Kennaway*, *Ralph Barnes*, *Joshua Hickman Stabback*, *John Clench* the younger, and *Gage John Hall*, of the Second Part; and *John Warren* of the said City of *Exeter*, Gentleman, of the Third Part; after reciting the before-mentioned Indentures of Lease and Release of the Third and Fourth Days of *January* One thousand eight hundred and twenty-six; and also reciting that the said *William Payne*, *Thomas Floud*, *John Hart*, and *Henry Blackall* had survived the said *Benjamin Honeycombe Walker*, *George Westlake*, *Reuben Phillips*, *Samuel White*, and *William Lee*, their Co-trustees, and intended to retire from and cease to act in the Execution of the Trusts so as aforesaid reposed in them, and that it thereupon became advisable to appoint other Trustees, and that accordingly the several Persons, Parties thereto of the Second Part, then being and constituting the Body of the Church Charity Trustees recently approved and confirmed by the Lord High Chancellor of *Great Britain*, had been by the then present surviving Trustees appointed Trustees of the said Charity, and that the said Parties thereto were then desirous that the said Trust Estates should be conveyed to the said continuing and new appointed Trustees, in manner therein-after mentioned; it was witnessed that the said *William Payne*, *Thomas Floud*, *John Hart*, and *Henry Blackall*, so far as they respectively might or could at Law or in Equity, but no further or otherwise, and in performance of the said Trusts reposed in them, and for the maintaining and performing of the several pious and charitable Works therein and in the said Schedule thereunto annexed intended and mentioned, and for the nominal Consideration therein mentioned, did bargain, sell, and release unto the said *John Warren*,
his

Indenture of
Release,
5th June
1838.

his Heirs and Assigns, all and every the said therein and herein before mentioned Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, with their and every of their Appurtenances (except as before excepted), and all other the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises (if any) which, under or by virtue of the said Indentures of the Third and Fourth Days of *January* One thousand eight hundred and twenty-six, were then vested in the said *William Payne, Thomas Floud, John Hart, and Henry Blackall*, as such surviving Trustees as aforesaid, with their and every of their Appurtenances, (and which said Premises were in the said now reciting Indenture of Release of the Fifth Day of *June* One thousand eight hundred and thirty-eight mentioned to be in the actual Possession of the said Parties thereto of the Second Part, by virtue of a Bargain and Sale made to them for One Year by an Indenture bearing Date the Day next before the same Indenture of Release, and by force of the Statute made for transferring Uses into Possession,) to hold the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, with the Appurtenances (except as before excepted), unto the said *John Warren*, his Heirs and Assigns, to the only proper Use and Behoof of the said *Thomas Hill Lowe, Henry Blackall, Arthur Atherley, Patrick Miller, George Braund, Joseph Barnes Sanders, Charles Hubbard, James Jones Tanner, James Golsworthy, Henry Hooper, William Kingdon, William Kennaway, Ralph Barnes, Joshua Hickman Stabback, John Clench the younger, and Gage John Hall*, their Heirs and Assigns for evermore, nevertheless upon such and the same or the like Trusts, and to such and the same or the like Uses, Intents, and Purposes, as the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises were then held, or, immediately before the Execution of the Indenture of Bargain and Sale therein mentioned, were held by the said *William Payne, Thomas Floud, John Hart, and Henry Blackall*, as such surviving Trustees as aforesaid, and on which last-mentioned Indenture is indorsed the following Declaration, and signed by Eight Persons described to be Aldermen, and attested, namely, "We, the major Part of the Mayor and Aldermen of the City of *Exeter* for the Time being, do hereby declare, that we do approve of the new Trustees intended to be appointed by the within Indenture; as witness our Hands, previous to the Execution of the within Indenture by either of the Parties thereto:" And whereas by the Royal Warrant of Her present Majesty Queen *Victoria* under Her Royal Sign Manual, and bearing Date on or about the Ninth Day of *November* One thousand eight hundred and thirty-nine, and in the Third Year of Her Reign, after stating or referring to the before-recited Letters Patent of the Second Day of *June* One thousand six hundred and thirty-seven, and Indenture of Feoffment of the Ninth Day of *January* One thousand six hundred and thirty-two, the before-mentioned Indentures of Lease and Release of the Seventeenth and Eighteenth Days of *December* One thousand six hundred and fifty-eight, and the said recited Provisions contained in the aforesaid Schedule annexed to the said Indenture of Release, and also the said recited Decree of the Twenty-second Day of *November* One thousand eight hundred and twenty-five, and also reciting that it had been recommended to Her said Majesty by the said Commissioners of Her Treasury, under all the Circumstances of

Her Majesty's Warrant of 9th Nov. 1839, and in the 3d Year of Her Reign.

the Case, that Her Majesty should appoint and direct all the Monies, Stocks, Funds, and Securities, which under or by virtue of the aforesaid Decree Her Majesty had Power of appointing to charitable Purposes, should be from Time to Time paid and transferred to the Persons and in manner therein-after mentioned, upon the Trusts and for the Purposes therein-after expressed or referred to, it was by the said Warrant now in recital made known that Her Majesty, taking the above Circumstances into Her Royal Consideration, did by that Her Royal Warrant under Her Royal Sign Manual, at the Recommendation and with the Advice of the Commissioners of Her Treasury, and in pursuance of the aforesaid Decree authorizing Her in that Behalf, direct, declare, and appoint that all the Monies so as aforesaid paid into the Bank of *England*, and the Stocks whereon the same might have been invested, and all Accumulations thereof, and the Stocks purchased with any such Accumulations, and all Monies thereafter to be received in respect of the Fines on granting Leases of the said Estates comprised in the said Indentures of the Seventeenth and Eighteenth of *December* One thousand six hundred and fifty-eight, or otherwise howsoever, the Right of appointing which to charitable Purposes was by the aforesaid Decree declared to be in Her said Majesty, should from Time to Time and at all Times thereafter be paid and transferred unto *George Maule* Esquire, or other the Solicitor for the Time being of Her Majesty's Treasury, and to *John William Ponsonby* Viscount *Duncannon*, *Alexander Milne*, and the Honourable *Charles Alexander Gore*, the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or other the Commissioners for the Time being thereof; and Her said Majesty did by Her said Warrant now in recital declare, order, and direct that the said Solicitor for the Time being of Her Majesty's Treasury, and the said Commissioners for the Time being of Her said Majesty's Woods, Forests, Land Revenues, Works, and Buildings, should cause all the said Stocks or Funds to be transferred into their Names, and should, at their Discretion, invest all and every the said Monies which should from Time to Time be paid to them as aforesaid, in their Names, in any of the Public Stocks or Funds, or on Government Securities, at Interest, and should from Time to Time, at their Discretion, transfer and alter any of the said Stocks, Funds, and Securities into or for other Stocks, Funds, or Securities of a like Nature, and should, by and out of the aforesaid Monies, or by Sale or other Disposition of a competent Part of the said Stocks, Funds, and Securities, pay and discharge all the Expences attending the obtaining and receiving and the Transfer of the said Monies, Stocks, or Funds, and all other the Expences attending the Execution of the Trusts thereby created, and also all the Costs and Expences of the said Royal Warrant now in recital, and, subject as aforesaid, should stand and be possessed of the said Monies, Stocks, Funds, and Securities, and the Dividends and annual Produce thereof, or the unapplied Part thereof, upon and for the several charitable Purposes, and subject to the Payment of such Costs and Expences as Her said Majesty should be pleased thereafter to direct the same to be applied to; and Her said Majesty did by Her said Royal Warrant declare that the Receipt in Writing of the said *George Maule*, or other the Solicitor for the Time being of Her said Majesty's Treasury, and of

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the said Viscount *Duncannon*, *Alexander Milne*, and *Charles Gore*; or other the Commissioners for the Time being of Her said Majesty's Woods, Forests, Land Revenues, Works, and Buildings, should be good and sufficient Discharges for any Monies or Stocks which might be paid or transferred to them under or by virtue of the said Royal Warrant, and that upon the Death of any Solicitor of Her said Majesty's Treasury, or of any of the aforesaid Commissioners, or in the event of any Solicitor of Her Majesty's Treasury or any of the aforesaid Commissioners ceasing to hold the Office of Solicitor or Commissioner aforesaid, all the said Monies, Stocks, Funds, and Securities should from Time to Time be paid over and transferred to the Solicitor for the Time being of Her said Majesty's Treasury and the Commissioners for the Time being of Her said Majesty's Woods, Forests, Land Revenues, Works, and Buildings, on the Trusts thereby declared or referred to of and concerning the same: And whereas Her Majesty did, by another Royal Warrant under Her Royal Sign Manual, bearing Date the Fourth Day of *March* One thousand eight hundred and forty, after reciting the said Royal Warrant of the Ninth Day of *November* One thousand eight hundred and thirty-nine, at the Recommendation and with the Advice of the Commissioners of Her Majesty's Treasury, order and direct the said *George Maule*, *John William Ponsonby* Viscount *Duncannon*, *Alexander Milne*, and *Charles Alexander Gore*, and their Successors respectively, Solicitors of the Treasury and Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, by and out of the Monies which should come to their Hands from Time to Time by virtue of the said Royal Warrant of the said Ninth Day of *November* One thousand eight hundred and thirty-nine, and by Sale and Transfer of the Stocks, Funds; and Securities from Time to Time vested in them under or by virtue of the said Royal Warrant, to levy and raise such a Sum of Money as they should think fit, not exceeding Two hundred Pounds, and to pay the same to the Rector and Churchwardens of the Parish of *Clist Saint Lawrence* in the County of *Devon* for the Time being, to be by them applied, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, in aid of the Purchase or Erection of a School-house at *Broad Clist*, and in the next place, by the Ways and Means aforesaid, to levy and raise the annual Sum of Fifty Pounds, and to pay the same to the Rector and Churchwardens of the same Parish for or towards the insuring from Fire and keeping up of any Building which might be purchased or erected as a School-house, and the paying the Salary of a Schoolmaster in the same Parish, such Schoolmaster to be appointed by the Trustees therein-after named as Trustees of the Schools at *Exeter* therein-after directed to be founded and established; and did order and direct the said Rector and Churchwardens, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, to appropriate annually a Part of the said Sum of Fifty Pounds last mentioned, not exceeding Forty Pounds, so that the same might accumulate for the Purpose of forming a Fund to be from Time to Time applied by the Rector and Churchwardens for the Time being of the said Parish towards the Repairs of the School-house therein-before mentioned; and that the

Payment of such annual Sum of Fifty Pounds should commence from the Time there should have been a School-house built or acquired in the said Parish, and a Master of the same appointed as aforesaid, and the School should be ready; and, subject as aforesaid, Her Majesty did thereby direct the said Trustees of Her said Royal Warrant of the said Ninth Day of *November* One thousand eight hundred and thirty-nine, by the Ways and Means aforesaid, to levy and raise the annual Sum of Thirty Pounds, and to pay the same to the Trustees for the Time being of the ancient Free School in the Parish of *Bovey Tracey* in the said County of *Devon*, to be paid by them to the Master of the said School in addition to his present Salary, on condition that the Trustees, Guardians, or Visitors of the said School should consent to the said School at *Bovey Tracey* aforesaid being subject to the same Regulations, as to the religious Persuasion of Scholars, and Matters to be taught in the said School, as were therein-after contained with regard to the Schools at *Exeter* therein-after directed to be founded and established, such Annuity of Thirty Pounds to commence on the First Day of *January* One thousand eight hundred and forty; and, subject as aforesaid, Her said Majesty directed the said Trustees of Her said Royal Warrant of the said Ninth Day of *November* One thousand eight hundred and thirty-nine to levy and raise such a Sum of Money as they should think fit, not exceeding One thousand five hundred Pounds, and to pay the same to Sir *John Thomas Buller Duckworth* of *Ware House* near *Exeter*, in the County of *Devon*, Baronet, *George Martin* Clerk, Chancellor of the Diocese of *Exeter*, *James Wentworth Buller* of *Downes* near *Exeter* aforesaid, Esquire, *Henry Acton* of *Exeter* aforesaid, Clerk, *Samuel Barnes* of *Exeter* aforesaid, Esquire, and *Drewrey Otley* of *Exeter* aforesaid, Esquire, *Edward M'Gowan* of *Exeter* aforesaid, Esquire, Doctor of Medicine, *John Tyrrell* of *Exeter* aforesaid, Esquire, Barrister at Law, *Mark Kennaway* of *Exeter* aforesaid, Esquire, and *Joseph Sayell* of *Exeter* aforesaid, Gentleman, to be by them applied, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, in the Purchase or Erection of a Building for a School in the City of *Exeter*, and furnishing the same, such Building, when purchased or acquired, to be vested in the said Trustees of the said last-mentioned School, their Heirs and Assigns, to be for ever thereafter used as a School-house, under and subject to the Regulations therein-after set forth or referred to, for the Education of Boys; and, subject as aforesaid, by the Ways and Means aforesaid, to levy and raise the annual Sum of Three hundred Pounds, and to pay the same unto the Trustees for the Time being of the last-mentioned School, to be by such Trustees applied in Payment of the Expences of insuring the said School-house from Fire, keeping up of any Building which might be purchased or erected as a School-house, and in paying the Salary of the Master or Masters of the said School, and otherwise in maintaining the said School; and Her said Majesty did thereby order and direct the Trustees for the Time being of the said last-mentioned School, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, to appropriate annually a Part of the said Sum of Three hundred Pounds, not exceeding Two hundred and fifty Pounds, so that the same might accumulate for the

the Purpose of forming a Fund, to be from Time to Time applied by the Trustees for the Time being of the said last-mentioned School towards the Repairs of the said last-mentioned School-house, such annual Sum of Three hundred Pounds to commence from the Time at which such School-house should have been built or acquired, and the Trustees should be ready to open the School; and Her said Majesty did further direct the Trustees of Her Royal Warrant of the said Ninth Day of *November* One thousand eight hundred and thirty-nine, subject as aforesaid, by the Ways and Means aforesaid, to levy and raise the annual Sum of One hundred Pounds, and to pay the same to the Trustees for the Time being of the said last-mentioned School, to be by them applied in maintaining Two Exhibitions, by way of Advancement in any Profession or Calling, to Two Boys attending the said School, to be chosen from the said School by an Examiner to be from Time to Time named by the Trustees thereof, who was to have regard to general good Conduct as well as Proficiency in Learning; and, subject as aforesaid, to levy and raise a Sum not exceeding One thousand Pounds, and to pay the same unto the said *Sir John Thomas Buller Duckworth, George Martin, James Wentworth Buller, Henry Acton, Samuel Barnes, Drewry Ottley, Edward M'Gowan, John Tyrrell, Mark Kennaway, and Joseph Sayell*, to be by them applied, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, in the erecting, purchasing, or acquiring and furnishing a Building in the City of *Exeter*, to be devoted to the Education of Persons destined to the Profession of Schoolmasters, such Building, when purchased or acquired, to be vested in the said Trustees of the said last-mentioned School-house, their Heirs and Assigns, to be for ever thereafter used as a School-house, under and subject to the Regulations therein-after set forth, for the teaching Persons destined for the Profession of Schoolmasters, to be called the *Exeter* Model School; and, subject as aforesaid, by the Ways and Means aforesaid, to levy and raise the annual Sum of Two hundred Pounds, and pay the same unto the said Trustees for the Time being of the said last-mentioned School, to be by them applied in and towards the Maintenance and Support of such Building, and the insuring the same from Loss by Fire, and in and towards the Expences of the Maintenance of such School, and also, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury, in forming, by an annual Appropriation not exceeding One hundred and eighty Pounds, a Repairing Fund in manner aforesaid, such annual Sum of Two hundred Pounds to commence from the Time at which such School-house as last aforesaid should be built or acquired, and when and as the Trustees thereof should be ready to establish the said School; and, subject as aforesaid, by the Ways and Means aforesaid, to levy and raise a Sum not exceeding Four hundred Pounds, and to pay the same to the said *Sir John Thomas Buller Duckworth, George Martin, James Wentworth Buller, Henry Acton, Samuel Barnes, Drewry Ottley, Edward M'Gowan, John Tyrrell, Mark Kennaway, and Joseph Sayell*, for the Purpose of being applied in the Purchase or Erection of a Building for the Purpose of an Infant School at *Exeter* aforesaid, such Building to be vested in the said Trustees of the said last-mentioned School, their Heirs and Assigns, to be for ever thereafter used as an Infant School, under and subject to the Regulations therein,

therein-after set forth; and, subject as aforesaid, by the Ways and Means aforesaid, to levy and raise the annual Sum of One hundred Pounds, and to pay the same unto the Trustees for the Time being of the said last-mentioned School, to be by such Trustees applied in paying the Expences of repairing and keeping the School-house last aforesaid insured from Damage by Fire, and in paying the Salary of the Teacher or Teachers of the said Infant School; and that the Trustees for the Time being of the said last-mentioned School, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, and should appropriate annually a Part of the said Sum of One hundred Pounds, not exceeding Eighty Pounds, that the same might accumulate for the Purpose of forming a Fund, to be from Time to Time applied by the Trustees for the Time being of the said last-mentioned School towards the Repairs of the last-mentioned School-house, the Payment of such annual Sum to commence from the Time at which such School-house should be built or acquired, and the Trustees thereof ready to open the said School; and by the Ways and Means aforesaid to levy and raise such a Sum as the said Trustees of the Royal Warrant of the Ninth Day of *November* One thousand eight hundred and thirty-nine should think fit, not exceeding the Sum of Four hundred Pounds, and pay the same unto the said Sir *John Thomas Buller Duckworth, George Martin, James Wentworth Buller, Henry Acton, Samuel Barnes, Drewry Otley, Edward M'Gowan, John Tyrell, Mark Kennaway, and Joseph Sayell*, to be by them applied in the Purchase or Erection of a Building for a Girls School in the City of *Exeter* aforesaid, to be vested in the said Trustees of the said last-mentioned School, their Heirs and Assigns, to be for ever thereafter used as a Girls School to be called *Maynard's School*; and, subject as aforesaid, by the Ways and Means aforesaid, to levy and raise the annual Sum of One hundred and fifty Pounds, and to pay the same unto the Trustees for the Time being of the said last-mentioned School, to be by them applied in paying the Expences of repairing and keeping the School-house last aforesaid insured from Damage by Fire, and in paying the Salary of the School Mistress or Mistresses of the said Girls School; and that the Trustees for the Time being of the said last-mentioned School, subject to and with the Approbation of the Lord High Treasurer or Commissioners of the Treasury for the Time being, should appropriate annually a Part of the said Sum of One hundred and forty Pounds (not exceeding One hundred and twenty Pounds), so that the same might accumulate for the Purpose of forming a Fund to be from Time to Time applied by the Trustees for the Time being of the said last-mentioned School towards the Repairs of the last-mentioned School-house, the Payment of such annual Sum of One hundred and fifty Pounds to commence from the Time when such School-house should be built or acquired, and the Trustees should be ready to open the said School; and Her said Majesty did by that Her Royal Warrant give certain Directions for the Course of Education in and the Management and Regulations of such Schools; and further Her said Majesty did thereby order and direct that the several Payments therein-before directed to be made should be made in the Order therein-before set forth, so that in case of a Deficiency of Funds the Objects first therein-before enu-

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merated should be preferred, and that any Surplus of the aforesaid Monies, Stocks, Funds, and Securities which should remain after fully providing for the Objects therein-before specified should be applied to such of the charitable Purposes as Her said Majesty, Her Heirs or Successors, should, by Sign Manual, from Time to Time order and direct: And whereas the several Manors, Messuages, Lands, Tenements, and Hereditaments mentioned in and conveyed by the herein-before recited Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight, and other the Indentures of Release subsequently herein-before also recited, are mentioned and referred to in the First and Second Schedules to this Act annexed, and in which said First Schedule are also mentioned the Particulars of the several Leases now subsisting or considered to be subsisting of and in the said several Hereditaments and Premises referred to in the same Schedule: And whereas on the Determination of the respective Leases which were heretofore made of the said several Hereditaments and Premises referred to in the Second Schedule for long Terms of Years, determinable on Lives, the said Trustees of the said Charity Estates, on their own Responsibility, granted the Three several Leases referred to in the said Second Schedule for absolute Terms of Years, bearing Date respectively on or about the Twenty-seventh Day of *September* One thousand eight hundred and thirty-nine, the Twenty-eighth Day of *September* One thousand eight hundred and thirty-nine, and the Twenty-ninth Day of *September* One thousand eight hundred and thirty-nine, and which Leases comprised the greater Parts of the said last-mentioned Hereditaments and Premises, and which Terms and other Particulars of the said Leases are also referred to in the said Second Schedule, and the Residue of the said Hereditaments and Premises the said Trustees let out in Tenancies from Year to Year, as mentioned in the said Second Schedule, considering that such Leases and other yearly Lettings were more beneficial to the said Charity than the former Mode adopted in pursuance of the Provisions contained in the said Schedule annexed to the said Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight: And whereas the said Lands were let to responsible Tenants, and at the best yearly Rents that could reasonably be had or gotten for the same: And whereas a Petition was, on the Sixth Day of *August* One thousand eight hundred and forty, presented by Her Majesty's Attorney General to the Lord High Chancellor of *Great Britain* in the aforesaid Cause, wherein Her Majesty's Attorney General was Plaintiff, and the said Marchioness of *Londonderry* and others were Defendants, wherein, after setting forth, amongst other Things, the said herein-before mentioned Letters Patent, Indentures, and Decree, and that divers considerable Sums had been received in respect of the said Fines by the said Persons who were so appointed Trustees by the said Indentures of the Third and Fourth Days of *January* One thousand eight hundred and twenty-six, and also divers considerable Sums had been received in respect of the said Fines, and also in respect of Dilapidation Covenants, a Covenant against Waste, and Rents on common Demises by the said *Thomas Hill Lowe, Henry Blackall, Arthur Atherley, Patrick Miller, George Braund, Joseph Barnes Sanders, Charles Hubbard, James Jones*

Jones Tanner, James Golsworthy, Henry Hooper, William Kingdon, William Kennaway, Ralph Barnes, Joshua Hickman Stabback (since deceased), *John Clench* the younger, and *Gage John Hall*, since they were so appointed Trustees of the said Indentures of the Fourth and Fifth Days of *June* One thousand eight hundred and thirty-eight; and that the whole of the Sums so received in respect of the said Fines, and Three Fourth Parts of the other Monies which had been so received, had been paid into the Bank of Messieurs *Sanders* and Company at *Exeter*, by whom Interest had been allowed thereon, and that there was then standing in the Names or to the Account of the said then surviving Trustees, in the Hands of the said Bankers, in respect of the said Sums and Interest, the Sum of Three thousand five hundred and twenty-seven Pounds Sixteen Shillings and One Penny, and that the said Sum ought to be paid into Court to the Credit of the said Cause, in compliance with the Terms of the said recited Decree; and that the said Trustees were willing and desirous so to pay the same into Court, but, inasmuch as they were not Parties to the said Suit, could not do so without the Order of the Court; and that the said Trustees were also willing and desirous to pay the Sums which should thereafter be received by them in respect of the said Fines, and also Three Fourth Parts of the Monies which should thereafter be received by them in respect of the said Covenants and Rents, into Court, to the Credit of the said Cause; it was therefore prayed that the said Trustees might be directed, on or before the Day therein mentioned, to pay into the Bank, in the Name of the Accountant General of the said Court, to the Credit of the said Cause, the said Sum of Three thousand five hundred and twenty-seven Pounds Sixteen Shillings and One Penny, together with any further Sum which might accrue due in respect of Interest thereon up to the Time when the same should be so paid into Court; and also that the said Trustees might be at liberty from Time to Time to pay in any Monies which might be in their Hands arising from the Fines, Rents, or Profits of the said Estates, the Amount thereof to be verified by Affidavit, such several Payments into Court to be without prejudice to any question as to the Amount of Sums which the said last-named Parties were accountable for in respect of the said Fines, or of the Right of the Crown or of any Parties to the said Sums, or any Part thereof; and that the said Sum of Three thousand five hundred and twenty-seven Pounds Sixteen Shillings and One Penny, and such other Sums of Money, as and when the same should be so paid into the Bank, might be laid out in the Purchase of Bank Three *per Centum* Annuities, in the Name and with the Privity of the said Accountant General, in Trust in the said Cause, and that all Interest which should accrue due upon the said Bank Annuities so to be purchased, and all Accumulations thereof, should be laid out in the Purchase of like Annuities: And whereas by an Order made by his Honour the Vice-Chancellor in the aforesaid Cause on the said Petition, and bearing Date the Seventh Day of *August* One thousand eight hundred and forty, it was ordered that the said *Thomas Hill Lowe, Henry Blackall, Arthur Atherley, Patrick Miller, George Braund, Joseph Barnes Sanders, Charles Hubbard, James Jones Tanner, James Golsworthy, Henry Hooper, William Kingdon, William Kennaway, Ralph Barnes,*

John

Order of the
Vice-Chan-
cellor of the
7th August
1840, in
the Cause
Attorney
General v.
Marchioness

of London-
derry.

John Clench the younger, and *Gage John Hall*, the Trustees in the said Petition mentioned, should be at liberty to pay the said Sum of Three thousand five hundred and twenty-seven Pounds Sixteen Shillings and One Penny, in their Hands, as in the Petition mentioned, into the Bank, with the Privity of the Accountant General of the said Court, to be there placed to the Credit of the said Cause; and that the said Trustees should be at liberty from Time to Time to pay any Balances which might be in their or any or either of their Hands, on account of the Rents, Fines, and Profits arising from the Estates belonging to the Charity in question in the said Cause (the Amount thereof to be from Time to Time verified by Affidavit of the said Trustees, or any Three of them), into the Bank, with the Privity of the said Accountant General, to be there placed to the Credit of the said Cause, but that the whole of the Sums so directed to be paid into the Bank as aforesaid, or which from Time to Time might be paid in by virtue or in pursuance of the said now-reciting Order, should be so paid in without prejudice to the Amount of the Sums which the said Parties were accountable for as such Trustees as aforesaid, and without prejudice to the Question of the Right of the Crown or of any Parties to the said Sums or any Part thereof; and that the said Sum of Three thousand five hundred and twenty-seven Pounds Sixteen Shillings and One Penny, when so paid into the Bank, should be laid out in the Purchase of Bank Three Pounds *per Centum* Annuities, in the Name and with the Privity of the said Accountant General, in Trust in the said Cause, and the said Accountant General was to declare the Trusts thereof accordingly, subject to the further Order of the said Court; and it was further ordered that such future Balances, when so paid into the Bank, should be from Time to Time, as and when the same should amount to a competent Sum, laid out in the Purchase of Bank Three Pounds *per Centum* Annuities, in the Name and with the Privity of the said Accountant General, in Trust in the said Cause, and the said Accountant General was to declare the Trusts thereof accordingly, subject to the further Order of the said Court: And whereas the said surviving Trustees have accordingly, in obedience to the said recited Order of the Seventh Day of *August* One thousand eight hundred and forty, paid the said Sum of Three thousand five hundred and twenty-seven Pounds Sixteen Shillings and One Penny into the Bank, with the Privity of the Accountant General of the said Court of Chancery, and to the Credit of the aforesaid Cause, and which Payment was so made on account of Three Fourth Parts of the Balances of as well the yearly Rents reserved by the said Three Leases referred to in the said Second Schedule hereto annexed, as of the yearly Rents payable under the before-mentioned Lettings from Year to Year; but the said Trustees have not paid, according to the said Order, any other Sums of Money, either on account of the said yearly Rents reserved by and payable under the said Three Leases or the aforesaid yearly Lettings, and there is now a Balance remaining in the Hands of the said Trustees on account of the same several yearly Rents: And whereas by an Order of his Honour the Vice-Chancellor of *England*, made in a Suit wherein Her Majesty's Attorney General is Informant, the Mayor, Aldermen, and Burgesses of the City of *Exeter*, *Thomas Hill Lowe* Clerk, and others are Defendants, on the Petition of the said *Thomas Hill*

Order of
Vice-Chan-
cellor in
Attorney
General v.
Mayor of

Hill

Hill Lowe and others the Trustees of *Hele's* Charity Estates, it was referred to the Master to whom the said Cause stood referred to inquire and state to the Court whether it would be for the Benefit of the Charities interested in the Estates in the Petition mentioned that the Bill introduced by the Petitioners for the Purpose of obtaining an Act of Parliament, as in the Petition mentioned, should be proceeded with: And whereas *William Wingfield* Esquire, the Master to whom the said Cause stood referred, made his Report in Writing, bearing Date the Fourteenth Day of *July* One thousand eight hundred and forty-two, and thereby certified that it would be for the Benefit of the Charities interested in the said Estates that the said Bill so introduced by the said Trustees of *Hele's* Charity Estates should be proceeded with; and such Report was duly confirmed by an Order of his Honour the Vice-Chancellor of *England*, bearing Date the Fourteenth Day of *July* One thousand eight hundred and forty-two: And whereas the Mode of letting the said Charity Estates directed by the aforesaid Provisions contained in the said Schedule annexed to the said herein-before recited Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight has not been found to be the most beneficial to the aforesaid Charity, either in reference to the Profits derived from the same Estates or to the Improvement thereof, but it would tend considerably to the Advantage of all the Objects and Purposes of the said Charity, as well by an Increase of the Profits of the said Estates as by giving Encouragement to good Husbandry and the Support and Maintenance of the Buildings thereon, and other permanent Improvements thereto, if the Trustees of the said Estates were authorized to grant Leases of the same for absolute Terms of Years, not exceeding Twenty-one Years, and without taking any Fines for the same, instead of granting Leases thereof according to the Provisions; and inasmuch as such altered Mode of letting would render it necessary to vary also the Mode of Division of the Profits of the said Estates, it is proposed that the Rents reserved by the Leases made according to such altered Mode of letting, and all other Profits of the said Estates, accidental or otherwise, which shall accrue after the granting of such Leases thereof respectively, and also the Timber and other Trees, Wood, and Underwood herein-after mentioned, shall form one common Fund to be received by the Trustees of the said Charity Estates, and after deducting the Costs and Expences of and attending their said Trust, to be paid and divided by them in fair and just Proportions between the Trustees for the Time being of *Saint John's Hospital* aforesaid and the Solicitor of Her Majesty's Treasury and the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, Works, and Buildings respectively for the Time being, for the Purposes herein-after mentioned; and it is also proposed that all Benefit to be hereafter derived from all Timber and other Trees, Wood, and Underwood on the Estates comprised in the respective Leases referred to in the said First Schedule hereto annexed, and notwithstanding the Continuance of the same Leases respectively, shall also form Part of the aforesaid common Fund to be so divided as aforesaid; and taking this last-mentioned Proposal and all other Circumstances into consideration, and inasmuch as the Benefit to be derived by the said Solicitor and Commissioners from

Exeter,
12th July
1842.

Report of
Master Wing-
field, dated
14th July
1842, and
Order con-
firming same.

[*Private.*]

such altered Mode of letting will be much greater in proportion than the Benefit to be derived therefrom by the Trustees of *Saint John's Hospital*, and as the latter may be more subject to Losses on account of Default in Payment of Rack Rents than they would have been in respect to smaller Rents reserved according to the former Mode of letting, it is considered that the Share of the said common Fund to be paid to the said Trustees of *Saint John's Hospital* should be larger than One Fourth; and it is therefore further proposed that the following should be the Proportions in which the aforesaid common Fund should be so divided as fair and just between the Parties, (namely,) Two Fifth Parts of the said Fund to be paid to the said Trustees or Trustee for the Time being of *Saint John's Hospital* aforesaid, for and to the like Uses and Purposes for and to which the yearly Rents of the said Estates are, by the aforesaid Provisions contained in the said Schedule annexed to the said Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight directed to be paid and applied, and the remaining Three Fifth Parts thereof to the Solicitor for the Time being of Her Majesty's Treasury and the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, Works, and Buildings, under and according to the said recited Warrant under Her Majesty's Royal Sign Manual, or to such other Persons and for such Purposes as Her said Majesty, or Her Successors, shall by Her Royal Warrant under Her Royal Sign Manual direct; and, inasmuch as the Three herein-before recited Leases of the Twenty-seventh Day of *September* One thousand eight hundred and thirty-nine, the Twenty-eighth Day of *September* One thousand eight hundred and thirty-nine, and the Twenty-ninth Day of *September* One thousand eight hundred and thirty-nine, granted by the said Trustees for absolute Terms of Years as aforesaid, are, on the Grounds before stated, more beneficial to the Interests of the said Charity than if the same were granted according to the Mode directed by the before-mentioned Provisions, and as the herein-before mentioned Payments, made by the said Trustees on account of the Balances of the said yearly Rents reserved and payable by and under the same Leases and the aforesaid yearly Lettings, into the Bank of *England*, to the Credit of the before-mentioned Cause, pursuant to the said recited Order of the Seventh Day of *August* One thousand eight hundred and forty, were so made in contemplation of such Mode of Division being sanctioned and confirmed, it is expedient that the said Three last-mentioned Leases and the before-mentioned Payments into the Bank as aforesaid, on account as well of the Rents reserved by the same Leases as of the Rents payable under the aforesaid Lettings from Year to Year, should be allowed, ratified, and confirmed, and that as to the Balance now remaining in the Hands of the said Trustees on account of the yearly Rents reserved by the same last-mentioned Leases and under the aforesaid Lettings from Year to Year, and such other Parts of the aforesaid several yearly Rents which up to the passing of this Act shall have become due, the same shall be allowed to be paid according to the said recited Order of the Seventh Day of *August* One thousand eight hundred and forty; that is to say, One Fourth Part thereof to the Trustees of *Saint John's Hospital* aforesaid, and the other Three Fourth Parts thereof into the Bank,

with the Privity of the Accountant General of the said Court of Chancery, according to the same Order; but that all such Rents reserved and payable by and under the same Leases and Lettings respectively, and other Profits of the said Estates therein respectively comprised, as shall hereafter accrue and become payable, should also form a Part of the before-mentioned common Fund, to be received, paid, and divided by the Trustees of the said Charity Estates in like Manner as herein-before proposed with respect to the Rents to be reserved by such future Leases to be granted as herein-before mentioned; but inasmuch as the several Objects aforesaid cannot be accomplished without the Aid and Authority of Parliament, Therefore Your Majesty's most dutiful and loyal Subjects the said *Thomas Hill Lowe, Henry Blackall, Arthur Atherley, Patrick Miller, George Braund, Joseph Barnes Sanders, Charles Hubbard, James Jones Tanner, James Golsworthy, Henry Hooper, William Kingdon, William Kennaway, Ralph Barnes, John Clench the younger, and Gage John Hall*, the present Trustees of the said Charity Estates, 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 it shall and may be lawful to and for the Trustees or Trustee for the Time being of the Estates belonging to *Hele's Charity*, or the major Part of such Trustees (such major Part not being less than Six in Number), from Time to Time, (as to the several Hereditaments mentioned and referred to in the said First Schedule hereto annexed at any Time after the respective Leases thereof, also mentioned in the same Schedule, shall have determined, and as to the several Hereditaments mentioned and referred to in the said Second Schedule hereto annexed, at any Time after the passing of this Act,) by Indenture or Indentures, to be sealed and delivered by such Trustees or Trustee for the Time being, or the major Part of such Trustees as aforesaid, in the Presence of and attested by One or more credible Witness or Witnesses, to demise or lease all or any Part or Parts of the several Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments mentioned or referred to in the said First and Second Schedules to this Act annexed, and which for the Time being shall be vested in the said Trustees on behalf of the said Charity called *Hele's Charity*, to any Person or Persons whomsoever, for any Term or Terms of Years absolute, not exceeding Twenty-one Years, and to take effect either in Possession, or in Reversion or by way of future Interest, but such Term in Reversion or by way of future Interest not to exceed, with the then Residue unexpired of the absolute Term in the said Premises, the full Period of Twenty-one Years, so that there be reserved in every such Demise or Lease the best or most improved yearly Rent or Rents, payable quarterly or half-yearly, that can or may, under all the Circumstances of the Case, be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the same, and so as that in every such Demise or Lease there be contained a Clause in the Nature of a Condition of Re-entry for Nonpayment of the Rent or Rents thereby reserved for the Space of Thirty Days at least next after the same shall become due and payable, and so that

Power for the Trustees to grant Leases for absolute Terms not exceeding Twenty-one Years.

the

the Lessee or Lessees thereof be not by any Clause or Words therein to be contained made dispunishable for Waste or exempted from Punishment for committing Waste; and that every Lease which shall or may be granted of any of the said Hereditaments mentioned or referred to in the said First or Second Schedules hereto annexed contrary to this present Provision shall be absolutely null and void.

Confirmation of the Three Leases already granted for absolute Terms.

II. And be it further enacted, That the said herein-before recited Leases bearing Date respectively the Twenty-seventh Day of *September* One thousand eight hundred and thirty-nine, the Twenty-eighth Day of *September* One thousand eight hundred and thirty-nine, and the Twenty-ninth Day of *September* One thousand eight hundred and thirty-nine, and the several absolute Terms thereby respectively granted, and the Rents, Covenants, Provisoes, and Agreements therein respectively reserved and contained, shall be and are hereby fully ratified and confirmed.

Confirmation of the Application already made by the Trustees of the Rents.

III. And be it further enacted, That the several Payments herein-before recited to have been made by the said Trustees on account and as Part of the Rents respectively reserved by the said Three Leases of the Twenty-seventh Day of *September* One thousand eight hundred and thirty-nine, the Twenty-eighth Day of *September* One thousand eight hundred and thirty-nine, and the Twenty-ninth Day of *September* One thousand eight hundred and thirty-nine, and payable under the aforesaid Lettings from Year to Year into the Bank, with the Privity of the Accountant General of the said Court of Chancery, and to the Credit of the before-mentioned Cause, as herein-before recited, shall be and are hereby also fully allowed, ratified, and confirmed; and that the several Trustees of the said Charity Estates, and their respective Heirs, Executors, and Administrators, shall be absolved from all Responsibility by reason of such Payments having been so made, and that as well the Balance which now remains in the Hands of the said Trustees on account of the yearly Rents reserved by the same last-mentioned Leases and of the Rents payable under the aforesaid Lettings from Year to Year, as also the full Amount of all such other Rents payable under the same Leases and Lettings respectively as have become due previously to the passing of this Act, shall be continued and are hereby allowed to be paid and divided as follows; (that is to say,) One Fourth Part thereof to the Trustees for the Time being of *Saint John's Hospital* aforesaid, for such like Purposes as herein-after mentioned or referred to concerning the Two Fifth Parts of the aforesaid common Fund herein-after directed to be paid to such Trustees, and the other Three Fourth Parts thereof into the Bank, with the Privity of the Accountant General of the said Court of Chancery, according to the said recited Order of the Seventh Day of *August* One thousand eight hundred and forty.

Application to be made of the future Rents and Profits of the Estates com-

IV. And be it further enacted, That all such Rents and other Profits, accidental or otherwise, including all Profits arising from Timber and other Trees, Wood, and Underwood, and Dilapidation or other Covenants, as at any Time or Times and from Time to Time shall arise and become payable and accrue from or in respect of the said

said several Hereditaments mentioned or referred to in the said First Schedule, from and after the granting of the respective Leases thereof under and according to the Provisions of this Act, and also all such Profits as shall arise from any Timber or other Trees, Wood, or Underwoods upon the several Hereditaments mentioned or referred to in the said First Schedule annexed to this Act, or any of them, during the Continuance of the respective Leases thereof mentioned in the same Schedule, and also all such Rents and other Profits, accidental or otherwise, including all Profits arising from Timber and other Trees, Wood, and Underwood, and Dilapidation or other Covenants, as shall at any Time or Times, and from Time to Time, from and after the passing of this Act, arise and become payable or accrue from or on account or in respect of the several Hereditaments mentioned or referred to in the said Second Schedule annexed to this Act, shall, after Payment and Satisfaction thereof of all Costs, Charges, and Expences which the Trustees or Trustee for the Time being of the said Charity Estates, or any of them, shall have paid, laid out, or expended in or about the granting of any Leases under and according to this Act, or in repairing or rebuilding any Dwelling House or Outbuildings belonging to or on the said Charity Estates, or making any other reasonable or proper Improvements or Allowances in or to or in respect of the said Estates respectively, or otherwise in or about the Execution of their Trusts in relation to the said Charity Estates, be paid, divided, and apportioned by the said Trustees or Trustee for the Time being of the said Charity Estates in manner following; (that is to say,) Two Fifth Parts or Shares thereof to the Trustees or Trustee for the Time being of the Hospital of *Saint John* within the City of *Exeter*, founded by *Hugh Crossing* Esquire and others, to and for the like Uses and Purposes to and for which the yearly Rents of the said Estates were by the aforesaid Provisions contained in the said Schedule annexed to the said herein-before recited Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight directed to be paid and applied, and the other Three Fifth Parts thereof to the Solicitor for the Time being of Her Majesty's Treasury and the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, under and according to the said recited Warrant under Her Majesty's Royal Sign Manual, or to such other Persons and for such Purposes as Her said Majesty, or Her Successors, shall by Her Royal Warrant under Her Royal Sign Manual direct or appoint: Provided always, nevertheless, that nothing in this Act contained shall extend or apply to or in any Manner alter or interfere with the Application of the Rents reserved by the several Leases mentioned or referred to in the said First Schedule hereto annexed, or to any other Profits, accidental or otherwise, (other than the Timber and other Trees, Wood, and Underwood,) which at any Time or Times hereafter during the Continuance of the same Leases respectively shall arise or accrue from or on account or in respect of the Hereditaments therein respectively comprised,

prised in the Leases granted and to be granted for absolute Terms,

Proviso for the present Application of the Rents and Profits of Estates in the Leases referred to in the First Schedule.

V. And be it further enacted, That the respective Receipts in Writing of the Trustees or Trustee for the Time being of the said Charity Estates, or the major Part of such Trustees (such major Part

Receipts of Trustees to be sufficient Discharges,

[Private.]

not being less than Six in Number), shall be good and sufficient Discharges to all Lessees, Tenants, and other Persons, and Bodies Politic or Corporate whomsoever, for all or so much of the several Rents or other Profits or Monies as shall at any Time or Times hereafter arise, accrue, or become payable from or on account or in respect of the several Hereditaments mentioned or referred to in the said First and Second Schedules hereto annexed, or any of them, or any Parts or Part thereof respectively, whether under or by virtue of any of the present Leases thereof respectively, or any future Leases to be granted under and according to this Act, or otherwise howsoever, as shall be paid to the said Trustees or Trustee for the Time being, or any of them, and as in such respective Receipts shall be expressed or acknowledged to have been received by them or any of them, and shall exonerate and discharge all such Persons, Bodies Politic and Corporate respectively, so paying the same Rents or other Profits or Monies, from all Responsibility in respect to the Application thereof.

Payment of
the Costs of
this Act.

VI. And be it further enacted, That it shall be lawful for the Trustees or Trustee for the Time being of the said Charity Estates, or any of such Trustees, with and out of the Rents and other Profits of the said Estates which shall be payable and divisible in Five Shares under and according to this Act, and notwithstanding the Payment and Division herein-before authorized and directed to be made thereof, to pay and satisfy all Costs, Charges, and Expences of applying for and obtaining this Act, and preparatory or incidental or otherwise relating thereto; and that it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of any Party interested, to be preferred in a summary Way, to make such Order as the said Court shall deem meet for ascertaining, taxing, and settling the Costs, Charges, and Expences herein-before authorized to be paid and satisfied as aforesaid, and for taxing the Costs, Charges, and Expences of or relating to such Application to be made to the said Court, or incidental thereto, and also from Time to Time to make such Order as to the same Court shall seem meet for the Payment of the same Costs, Charges, and Expences.

Application
to be made
to the Court
of Chancery
for ordering
the Costs of
this Act to
be taxed.

This Act not
to affect Ge-
neral Hall,
until his
Consent is
obtained.

VII. And whereas the said *Gage John Hall* is in Parts beyond the Seas, and his 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, be binding or have any Effect against the said *Gage John Hall*, or any Right, Interest, or Claim which he the said *Gage John Hall* may have in the Hereditaments and Premises hereby authorized to be demised, or any of them, until the said *Gage John Hall* shall signify his Consent to this Act, by Writing under his Hand, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Twelve Months after the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Gage John Hall*, and all and every Persons and Person claiming or to claim by, from, through, or under him, as if such Consent had been obtained and proved before the passing of this Act;

Act; and such Consent may be given in the Form or to the Effect following :

‘ I of do hereby consent
 ‘ I to an Act of Parliament passed in the Year of
 ‘ the Reign of Queen *Victoria*, intituled *An Act* [*here set forth the*
 ‘ *Title of this Act*]. Given under my Hand the Day
 ‘ of in the Year of our Lord One thousand eight
 ‘ hundred and

VIII. Saving always to all Persons, and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the Queen’s most Excellent Majesty, and Her Heirs and Successors, and also the Governors of *Saint John’s Hospital* aforesaid, and their Successors, and also the present and future Trustees appointed for or on behalf of the said Hospital, and also all the present and future Trustees of the Estates belonging to *Hele’s Charity* aforesaid, and also every other Person claiming or who shall or may claim under or by virtue of the said herein-before recited Indenture of Release of the Eighteenth Day of *December* One thousand six hundred and fifty-eight, or any of the Trusts, Purposes, or Provisions therein or in the said Schedule thereto annexed mentioned or referred to, or under or by virtue of any other of the Indentures herein-before recited, or any of the Trusts, Purposes, or Provisions mentioned or referred to therein respectively, or in the Schedules thereto respectively annexed, all such Estate, Right, Title, Interest, Benefit, Claim, and Demand whatsoever, in or to or out of or upon or in respect of the said several Hereditaments mentioned or referred to in the said First and Second Schedules to this Act annexed, or any of them, or any Part or Parts thereof respectively, or any of the Rents or Profits thereof respectively (other than and except as to and concerning the Rents reserved by the several Leases mentioned or referred to in the said First Schedule hereto annexed, or any other Profits, accidental or otherwise, not arising from Timber or other Trees, Wood, or Underwood, which at any Time or Times hereafter during the Continuance of the same Leases respectively shall arise or accrue from or on account or in respect of the several Hereditaments therein respectively comprised), as they 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 made.

General
 Savings

IX. 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 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.

SCHÉ.

SCHEDULES referred to in the foregoing Act.

The FIRST SCHEDULE.

Lessees.	Tenements.	Dates of the Leases.	Contents by Estimation.			Lives, with their Ages at the Date of the Leases.	
			A.	R.	P.	Years.	
<i>Manor of Clyst St. Lawrence.</i>							
Rev. Thomas Carew -	Scorlinch Wood -	28 May 1836 -	19	1	28	Thomas Carew -	14
						Robert Baker Carew.	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	South Scorlinch -	20 May 1836 -	27	1	32	Thomas Carew -	14
						Robert Baker Carew	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	Late James Hitt's Tenement.	28 May 1836 -	33	0	10	Thomas Carew -	14
						Robert Baker Carew.	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	Broomparks and Broadmore or Broadmore Meadow.	20 May 1836 -	35	2	36	Thomas Carew -	14
						Robert Baker Carew.	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	Barn Hills and Langdon's, late Long's.	20 May 1836 -	37	3	30	Thomas Carew -	14
						Robert Baker Carew	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	Rafferlands and a Moiety of Lawrence Clist Woods.	20 May 1836 -	43	2	2	Thomas Carew -	14
						Robert Baker Carew	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	Little Aunk -	20 May 1836 -	54	1	19	Thomas Carew -	14
						Robert Baker Carew	12
						Francis Gowan Carew	10
Rev. Thomas Carew -	Wadham Way -	20 May 1836 -	1	0	0	Thomas Carew -	14
						Robert Baker Carew	12
						Francis Gowan Carew	10
Henry Copp -	Berry -	3 Feb. 1834 -	39	1	0	Charles Copp -	77
						Charles Copp jun.	26
						Henry Copp -	23
Rev. Charles Elliott Walkey,	A Cot in Lawrence Clist Town.	27 May 1819 -	0	0	12	Charles C. Walkey -	14
						Samuel C. Walkey -	10
						Harriet Mary Collyns } Walkey - } 6	
William Bower, now William Hewett.	A Cot in Lawrence Clist Town.	16 Jan. 1781 -	0	0	5	Edward Bower -	35
William Godfrey, now his Widow.	Late Ford's -	9 May 1799 -	6	1	17	William Bower -	13
						Ann Pratt, now Mrs. Godfrey -	36
						John Weekes -	18
John Pidsley, now Mr. Osmond,	Sherway's -	28 August 1806 -	29	3	4	Elizabeth Pidsley -	14
						Thomas Porter jun. -	16
						William Porter -	11
John Carnall -	Small Green Cot -	10 July 1823 -	1	2	10	Ann Carnall -	12
						Jennetta Carnall -	10
						Richard Carnall jun. -	10
William Godfrey, now Elizabeth Godfrey, his Widow.	Late Eveleighs -	9 May 1799 -	34	1	4	Francis Weekes -	13

Lessees.	Tenements.	Dates of the Leases.	Contents by Estimation.			Lives, with their Ages at the Date of the Leases.	
			A.	R.	P.	Years.	
William Godfrey, now Elizabeth Godfrey, his Widow.	Late Spurways - -	9 May 1799 -	29	0	13	William Godfrey -	37
William Godfrey, now Elizabeth Godfrey, his Widow.	The Courtlages and Holloway Part of Everlands.	9 May 1799 -	4	1	12	Ann Pratt -	36
William Godfrey, now Elizabeth Godfrey, his Widow.	Late Francis God- freys.	9 May 1799 -	6	3	11	John Weekes -	18
William Godfrey, now Elizabeth Godfrey, his Widow.	Townham Meadow and Halfpenny and Farthing Closes.	9 May 1799 -	5	3	25	William Godfrey -	37
William Godfrey, now Elizabeth Godfrey, his Widow.	Little Townham Meadow and an Orchard.	9 May 1799 -	1	0	37	James Weekes -	20
William Godfrey, now Elizabeth Godfrey, his Widow.	Part of Everlands -	9 May 1799 -	12	1	31	John Weekes jun. -	18
Gilbert Hitt, now William Markes.	Late Longs at Up- ton; the Whole, ex- cept Two Closes called the Town Closes, granted to William Godfrey as under.	9 Feb. 1799 -	24	0	8	Ann Pratt -	36
William Godfrey, now Elizabeth Godfrey, his Widow.	The Town Closes, Part of late Longs.	9 May 1799 -	7	0	9	John Weekes jun. -	18
John Carnall -	Moiety of the Ground on which Lawrence Clyst Wood lately stood, and the Woodcombes, &c.	6 May 1836 -	44	2	0	James Hitt -	20
William Boutcher -	Upton, late Bakers -	17 June 1806 -	57	1	18	Thomas Hitt jun. -	18
William Hewitt, now John Snell.	Late Hoopers -	1 Mar. 1782, Reversionary Lease, 18 March 1805.	16	2	2	William Godfrey -	37
William Hewitt, now John Snell.	A Cottage; late Weekes.	1 Mar. 1782, Reversionary Lease, 18 March 1805.	2	1	25	John Weekes jun. -	18
Rev. Thomas Carew -	Taylor's, late Cleak's	20 May 1836 -	19	3	31	Joseph Ridler -	54
Rev. Charles Elliot Walkey, now Rey. Dr. Collyns.	Clapp Mill - -	22 July 1818 -	79	0	12	Jennetta Carnall -	21
Humphrey Baker -	Summer Bridge -	24 Mar. 1819 -	12	2	26	Thomas Carnall -	11
John Weeks, now Francis Weeks.	Longbroom -	29 Sept. 1818 -	6	3	17	William Boutcher, } his Son - } 11	
Richard Boutcher, now William Rich- ard Bishop.	South Launceston -	1 May 1795 -	21	3	0	James Row -	16
Mary West, now Wil- liam Richard Bi- shop.	East Launceston and Launceston Mea- dow.	31 Oct. 1820 -	31	2	5	Elizabeth Hewitt -	15
						James Row -	16
						Mary Hewitt -	12
						Thomas Carew -	14
						Robert Baker Carew -	12
						Francis Gowan Carew -	10
						Charles Collyns Walkey -	14
						Samuel Collyns Walkey -	10
						Harriett Mary Collyns } Walkey - } 6	
						Humphrey Baker -	18
						Henry Baker -	11
						William Baker -	6
						John Weekes -	76
						Mary Weekes -	40
						Francis Weekes -	33
						Charlotte Boutcher -	7
						Martha Boutcher -	5
						Richard Boutcher -	3
						William Boutcher -	24
						Ann Boutcher -	22
						Susan Boutcher -	20

[Private.]

Lessees.	Tenements.	Dates of the Leases.	Contents by Estimation.			Lives, with their Ages at the Date of the Leases.	
			A.	R.	P.		Years.
Henry Shiles	Kitsford, Part of Liswell's.	28 May 1836	25	1	20	Henry Shiles	8
						Elizabeth Hellings Shiles	7
						John Shiles	4
Robert Baker, now the Rev. Thomas Carew.	Blacklands, Aunkay, and Postpyle, otherwise Backpyle.	1 May 1787	37	1	38	Robert Baker, the Lessee.	
						Mark Ayshford	13
						Aaron Moore Ayshford	8
John Snell, now the Rev. Thomas Carew.	Clapp's Orchard	26 March 1827	0	1	28	John Snell jun.	23
						Frederick Snell	15
						Elizabeth Jane Snell	8

Manor of Clyst Gerrard.

Susan Stephens Skinner.	Part of Wisepark's	24 Oct. 1832	50	3	6	Susan Stephens Skinner	27
Thomas Wish	Clyst Gerrard Tenement.	12 Oct. 1834	34	2	19	Philip Kelland Niner	20
						William Wish	19
						Sarah Wish	17
						Thomas Wish jun.	10
Richard Martyn	Mary Down	30 June 1786	14	2	12	Richard Martyn	4
						Robert Martyn	2
						John Martyn	6 Weeks
Esther Ware	Pederick's Cot, in Westwood.	25 March 1836	0	1	25	Esther Ware	69
Henry Scanes the younger.	Late Payne's or Pulmans Tenement.	6 May 1836	9	2	35	Mary Ann Ware	35
						Joseph Elliott Collyns	18
						Walkey	
						Henry Scanes jun.	25
						Robert Scanes	16
Joseph Ware	Late Thorn's Cot and Orchard.	5 Dec. 1817	0	2	27	Joseph Ware	26
						Matthias Trood jun.	16
John Carnall	Stukebridge Cottages	26 July 1839	2	3	38	Aaron Ware jun.	12
						Ann Carnall	28
						Jennetta Carnall	26
						Thomas Carnall	14
William Wish, now Thomas Wish.	Barton	14 August 1795	21	2	31	Thomas Wish, Son of	5
William Trump	Langthorn	20 October 1795	23	1	2	Richard Wish	
Thomas Wish	Wiseparks	12 October 1834	13	3	13	Elizabeth Trump	7
						William Wish	19
						Sarah Wish	17
						Thomas Wish jun.	10

Manor of Teignharvey.

Robert Bradford, Clerk.	Barton of Teignharvey.	15 May 1805	179	0	0	Robert Bradford	37
						Mary Bradford	27
						Robert Bradford	5

Lands in Bovey Tracey.

William Bragg	Lower Brimleys, formerly Waymouths.	4 Jan. 1820	52	3	0	Simon Neek	25
						John Ponsfard	11
						George Bragg	31
William Taverner, now John French.	An Orchard in Brimley Village, adjoining Waymouth's.	2 Dec. 1784	0	3	12	Robert Perryman	
						Joan Perryman	
						William Taverner	6
John Lamble	A Tenement, formerly Voysey's, in Bovey Town, with Two Cots in Ruins.	10 March 1780	1	2	0	Thomas Tapley	
						John Lamble	14
						Elizabeth Lamble	17

Lessees.	Tenements.	Dates of the Leases.	Contents by Estimation.			Lives, with their Ages at the Date of the Leases.		
			A.	R.	P.	Years.		
<i>Lands in Newton Ferrers.</i>								
John Pollexfen Bastard, Esq., now the Executors of Edmund P. Bastard, Esq.	Two Tenements called New House and Torr.	15 May 1799 -	26	0	28	Edmund Pollexfen	} 13	
						Bastard		
						John Bastard		} 6
						Philemon Pownall Bastard		

And also all such other the Hereditaments and Premises (if any) mentioned in and conveyed by the Indenture of the 18th Day of December 1658, in the foregoing Act recited, as are comprised in any other Lease or Leases granted for any Term or Terms of Years, determinable on any Lives or Life not mentioned in this Schedule, but which are now subsisting.

John Daw.

The SECOND SCHEDULE.

Lessees.	Tenements.	Contents by Estimation.			Dates of Leases.	Terms.	Reserved Rent.			In what Parish.
		A.	R.	P.			£	s.	d.	
Francis Warren and Simon Warren.	Legars and Well Park.	36	2	26	} 27 Sept. 1839	Ten Years from 29 Sept. 1839.	186	0	0	Clyst St. Lawrence.
	Part of late Youldens, at Upton.	53	3	7						
John Ridler	Towell, Towhill, or Hill.	74	0	36	28 Sept. 1839	Ten Years from 29 Sept. 1839.	170	0	0	Broadclyst.
John Snell	Bussel's	29	0	0	} 29 Sept. 1839	Ten Years from 29 Sept. 1839.	148	0	0	Clyst St. Lawrence.
	Liswell's	31	1	37						
	Stookhay and Little Aunk.	5	0	3						
Rev. Charles Elliott Walkey.	A Field called Eastcott (excepted out of the Lease of Bussel's, Liswell's and Stookhay).	4	0	0	No Lease, but let from 29 Sept. 1839.	From Year to Year.	8	0	0	Clyst St. Lawrence.
Rev. Charles Elliott Walkey.	A Field called South Langland, Part of Towhill.	4	2	0	No Lease, but let from 29 Sept. 1839.	From Year to Year.	13	0	0	Broadclyst.

John Daw.

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