



ANNO PRIMO

# VICTORIÆ REGINÆ.

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## Cap. 33.

An Act to transfer the Endowments of the Domestic Chapel of Sir *Thomas Dyke Acland* Baronet at *Columb John* in the Parish of *Broadclist* in the County of *Devon*, which Chapel is proposed to be pulled down, to a Chapel intended to be built in lieu thereof near his Residence at *Killerton* in the same Parish. [12th July 1837.]

WHEREAS Sir *John Acland*, formerly of *Colomp John* in the Parish of *Broadclist* in the County of *Devon*, Knight, erected a Domestic Chapel on Land belonging to him near his Capital Messuage or Mansion House at *Colomp John* aforesaid, and the same was consecrated by the Right Reverend *William* then Lord Bishop of *Exeter* on the Eleventh Day of *September* One thousand six hundred and eight: And whereas by a Deed or Writing indented under the Hand and Seal of the said Sir *John Acland*, bearing Date the Twentieth Day of *January* One thousand six hundred and sixteen, the said Sir *John Acland*, upon special Trust and Confidence, and to and for the only Intents and Purposes such as the said Sir *John Acland* should limit, express, and appoint, either by his last Will and Testament in Writing or by any other Writing or Writings in his Lifetime to be subscribed with his Name and proper Handwriting and sealed with his Seal in the Presence of any Two or Three or more credible Persons, which should severally subscribe

Deed Poll of  
20th Jan.  
1616.

[Private.]

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or

or endorse their Names underneath or upon the back Side of the same Will and Testament, Writing or Writings, so by him to be subscribed and sealed as aforesaid as Witnesses thereof, did give, grant, and confirm unto *Thomas Walker, John Prowse, Hugh Crossinge, Walter Boroughe, and Gefferye Waltham*, of the City of *Exeter*, Esquires, *John Sheere, Ignatius Jorden, Thomas Martyn, John Modiforde, John Gopwell, Thomas Crossinge, and John Taylour*, of the same City, Merchants, one annual Rent of Twenty Pounds Ten Shillings of lawful Money of *England*, to be issuing and going forth out of all those Two Marishes and Marish Grounds called *Brodie Marishes* otherwise called *Chederley Marishes*, and out of all those Two other Marishes and Marish Grounds, and One Meadow near adjoining to the same Two Marishes and Marish Ground called *Chederley Marishes*, then in the Tenure, Manurance, or Occupation of one *Robert Whiddon* and before that Time of one *Adams*, lying and being within the Parish of *Bickleigh* in the said County of *Devon*, to have, hold, levy, and perceive the said annual Rent of Twenty Pounds Ten Shillings from and after the Death of the said Sir *John Acland* unto the said *Thomas Walker, John Prowse, Hugh Crossinge, Walter Boroughe, Gefferye Waltham, John Sheere, Ignatius Jorden, Thomas Martyn, John Modiford, John Gopwell, Thomas Crossinge, and John Taylour*, their Heirs and Assigns for ever, to, for, and upon the only and especial Trust and Confidence, Intents and Purposes before mentioned, at the Feasts of the Annunciation of the Blessed Virgin *Mary*, the Nativity of *Saint John* the Baptist, *Saint Michael* the Archangel, and the Birth of our Lord God, by equal Portions to be paid, and a Power of Distress was thereby given for enforcing or recovering Payment of the said annual Rent of Twenty Pounds Ten Shillings when in arrear; and it was thereby declared and fully agreed by and between all and every of the Parties before named in the said Deed indented, that whensoever the said Grantees of the said annual Rent Charge, saving Two or Three of them, should be dead, then those Two or Three Grantees surviving, or more of them if they should so please, within convenient Time after such Death should, by good and sufficient Assurance and Conveyance in the Law, and upon such other like Trust and Confidence respectively as is before mentioned concerning the said Rent Charge, convey and grant over the said Rent Charge issuing and going out of the said Marishes and Premises unto such other Twelve sufficient Persons of the Common Council of the said City of *Exeter* as should be thereunto nominated and appointed by the Mayor, Recorder, and Two most ancient Aldermen of the same City for the Time being, or by any Three of them, and to the Heirs and Assigns of the same other Persons so to be named and appointed for ever, to and for such and the same Uses, Trusts, and Confidence before mentioned, and so from Time to Time concerning the granting over of the said Rent Charge the like Course respectively to be taken and effected from Time to Time for ever, as Occasion respectively should serve, to such other like Twelve Persons and their Heirs to and for such other like Uses, Intents, and Purposes respectively as is aforesaid, so as there might be a perpetual Continuance of the said annual Rent Charge and of the Payment thereof for ever as aforesaid: And whereas by another Deed or Instrument indented under the Hand and Seal of the said Sir *John Acland*, bearing Date

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the Twentieth Day of *January* One thousand six hundred and nineteen, the said Sir *John Acland*, upon Trust and Confidence and to and for the only Intents and Purposes in the said Deed indented now in recital specified and mentioned, did give, grant, and confirm unto the said *Thomas Waltham, John Prouse, Hugh Crossinge, Walter Broughe, Gefferye Waltham, John Sheere, Ignatius Jordan, Thomas Martyn, John Modiford, John Gopwell, Thomas Crossinge, and John Taylour* one annual Rent Charge of Four Pounds Ten Shillings of lawful Money of *England*, to be issuing and going out of all those the said Two Marishes called *Brode Marishes* otherwise called *Chedderly Marishes*, and out of the said Two other Marishes and Marishe Grounds and One Meadow adjoining to the same Marishes called *Chedderley Marishes*, to have, levy, perceive, receive, and take the same annual Rent Charge of Four Pounds Ten Shillings unto the said *Thomas Walker, John Prowse, Hugh Crossinge, Walter Boroughe, Gefferye Waltham, John Sheere, Ignatius Jordan, Thomas Martyn, John Modiford, John Gopwell, Thomas Crossinge, and John Taylour*, their Heirs and Assigns for ever, upon Trust and Confidence and to and for such Intents and Purposes only as the said Sir *John Acland* should nominate, limit, and appoint or devise either by his last Will and Testament in Writing or by any other Writing or Writings in his Lifetime, to be subscribed with his Name and proper Handwriting and sealed with his Seal in the Presence of any Two, Three, or more credible Persons, who should also severally subscribe or endorse their Names underneath or upon the back Side of the same Will and Testament or Writing or Writings so by him to be subscribed and sealed as aforesaid as Witnesses thereof and of his so subscribing and sealing of the same last Will and Testament or Writing or Writings aforesaid; the said annual Rent Charge of Four Pounds Ten Shillings to be paid yearly at Four Times of the Year, that is to say, at the Feast of the Birth of our Lord God, the Annunciation of *Saint Mary* the Virgin, the Nativity of *Saint John* the Baptist, and *Saint Michael* the Archangel, by even and equal Portions; and a Power of Distress was thereby given for enforcing or recovering Payment of the said annual Rent Charge of Four Pounds Ten Shillings when in arrear; and it was thereby provided and fully concluded, condescended, and agreed by and between all the Parties aforesaid to the said Deed indented, and the Intent and true Meaning of them and of the said Deed now in recital was, that whensoever all the Grantees aforesaid, saving Three or Four of them, should be dead, that the same Three or Four Grantees surviving should, by good and sufficient Assurance and Conveyance in the Law, and upon such other like Trust and Confidence respectively as is before mentioned concerning the same Rent Charge, convey and grant over the said annual Rent Charge of Four Pounds Ten Shillings issuing and going out of the said Marishes and Meadow unto other Twelve Persons, being of the Common Council of the said City of *Exeter*, such as the Mayor, Recorder, and Two most ancient Aldermen of the said City for the Time being, or any Three of them, should thereunto nominate and appoint, and to the Heirs and Assigns of the same other Persons so to be nominated and appointed for ever, to and for such Uses, Intents, and Purposes as the said Sir *John Acland* should nominate, limit, appoint, or devise either by his last Will and Testament in Writing or by any other Writing or Writings

Will of Sir  
John Acland,  
9th Feb.  
1619.

Writings in his Lifetime, to be subscribed with his Name and proper Handwriting and sealed with his Seal in the Presence of such Witnesses as aforesaid, and so from Time to Time as concerning the granting over of the said Rent Charge of Four Pounds Ten Shillings by the Year the like Course respectively to be taken, effected, and continued from Time to Time for ever, as Occasion should serve, to such other Twelve Persons of the Common Council of the said City of *Exeter*, and to and for such or the like Uses, Intents, and Purposes as is aforesaid, so as there might be a perpetual Continuance of the said yearly Rent Charge of Four Pounds Ten Shillings and of the Payment thereof as aforesaid for ever: And whereas the said Sir *John Acland* duly made, signed, and published his last Will and Testament in Writing, bearing Date the Ninth Day of *February* One thousand six hundred and nineteen, and sealed with his Seal and executed in the Presence of and attested by the Three credible Persons whose Names are thereto subscribed as Witnesses, and did thereby declare that his Intent, Meaning, and hearty Desire was and he did thereby instantly entreat that after his Death there should be from Time to Time a godly and well-behaved Preaching Minister, being orderly allowed to preach by the Lord Bishop of the Diocese of *Exeter* for the Time being, or otherwise having before orderly proceeded at the least to the Degree of a Bachelor of Arts in the University of *Oxford* or else in the University of *Cambridge*, procured, gotten, and had by the Means and at the Nomination and Appointment of his Executor thereafter named during his Life, and after his Decease then at the Nomination and Appointment of such Person and Persons as for the Time being should have the Patronage in Fee and Inheritance of the Manor and Prebend of *Cutton* within the Parish of *Poltymore* in the said County of *Devon*, to read and say distinctly and orderly every Day from Day to Day for ever, at the usual Times for Morning and Evening Prayer, such Divine Service and godly Prayers in the new Chapel, situate at or near the Capital Messuage or Chief Mansion House of *Colomp John*, to the Auditory that from Time to Time should resort thither and would be present thereat, as by the Laws of the Realm of *England* were and from Time to Time thereafter should be set forth or appointed and allowed to be usually read within the Parish Churches within the Realm; and also weekly and from Week to Week for ever, on every Sabbath Day in the Forenoon at the usual Time of preaching, to preach distinctly and orderly in the said Chapel to the Auditory which should be then and there one godly Sermon, and if he made Default thereof then that the same Preaching Minister (if he should not be hindered by Sickness) should forfeit and pay to the Poor of *Broadlist* for every several Default Five Shillings, to be deducted out of his Exhibition; and the said Testator thereby declared that his Will, Intent, and Meaning further was, and he did earnestly desire and charge, that the said Preaching Minister, to be procured and gotten as aforesaid, should from Time to Time, when and as there should be ordinary Hospitality kept and maintained within the said Capital Mansion House of *Colomp John*, have a convenient Chamber and Lodging for himself and to rest and repose himself and to lodge in at his Will and Pleasure at or in the said Capital Mansion House, by the Appointment and Authority of such Person as for the Time being should be Owner or Inheritor thereof, and that the same

same Preaching Minister might likewise, during and by all and every the Time and Times aforesaid wherein there should be such ordinary Hospitality kept and maintained in or within the said Capital Mansion House of *Colomp John*, have and take convenient and necessary Meat, Drink, and Diet fit for a Man of his Function and Calling within the aforesaid Capital Messuage or Mansion House, at the Costs and Charges of such Person and Persons as for that and those Time and Times should be Owner or Owners of the same Messuage or House; and the said Testator did thereby limit, appoint, and devise that the said *Thomas Walker, John Prowse, Hugh Crossinge, Walter Borough, Gefferye Waltham, John Sheere, Ignatius Jorden, Thomas Martyn, John Modiford, John Gopwell, Thomas Crossinge, and John Taylour*, and the Survivors and Survivor of them, and his and their Heirs and Assigns, and all and every such other Person or Persons as after his Decease should be seised of or entitled unto the said several yearly Rents Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings, or of or unto any Part or Parts thereof, should from Time to Time after his natural Death pay, disburse, and employ the said several annual Rents Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings in such Manner and Form and by such Portion and Portions as in that his last Will and Testament were thereafter appointed, limited, or devised, and not otherwise; to wit, during and by all and every such Time and Times as after his Death there should be such a Preaching Minister gotten, kept, maintained, lodged, and dieted as aforesaid at or within the said Capital Messuage or chief Mansion House of *Columb John* aforesaid, and should, by and with such lawful Authority and Allowance, preach and read as aforesaid, and according to his said Intent and Meaning and Desire in that Behalf therein-before expressed, Seventeen Pounds of lawful Money of *England* yearly, Parcel of the said yearly Rents Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings, unto and for the said Preaching Minister for and as his yearly Stipend or Pension, over and besides the said Meat, Drink, Diet, Chamber, and Lodging, and unto and for such Person and Persons as for the Time being should be at the Charges of the same Meat, Drink, Diet, and Lodging of and for the same Minister other Twenty Nobles yearly of the same yearly Rents Charges, and during and by all and every such Time and Times as there should be such a Preaching Minister gotten to preach and should so preach, by and with such Allowance as is therein-before specified, when as there should not be any ordinary Residence and Hospitality kept and maintained within the said Capital Messuage or Chief Mansion House, then for all that Time of such Not-residence and not keeping of Hospitality the said Twenty Nobles yearly should be allowed, paid, and given unto the said Preaching Minister so preaching in lieu and recompence of his said Meat, Drink, and Diet for that and those Time and Times only and not otherwise, the said several Payments of Seventeen Pounds and Twenty Nobles yearly to be paid from Time to Time at Four Feasts or Terms of the Year as therein mentioned, in even Portions; and his Will, Intent, and further Meaning was, and he did by that his last Will and Testament limit and appoint and devise, that for, during, and by all and every such Time and Times after his Death as should incur while and when as there should not be any such Preaching Minister as aforesaid

[*Private.*]

said gotten and had to do and preach as is before mentioned in that his last Will and Testament, that then during and by the Continuance of the same Time and Times such and so much of the said yearly Rents Charges as should or ought to grow due or payable for that and those Time and Times should be duly and truly given and distributed by the said *Thomas Walker, John Prowse, Hugh Crossinge, Walter Borough, Gefferye Waltham, John Sheere, Ignatius Jordan, Thomas Martin, John Modiford, John Gopwell, Thomas Crossinge, and John Taylour*, and the Survivors and Survivor of them, or by his or their Heir or Heirs, or by some or one of them, from Time to Time as the same should grow due or payable and should or might be levied, to and amongst and for the Relief of such of the poorer Sort of Prisoners which for the Time being should be and remain within the Gaol of the Castle of *Exeter* and in the Sheriff's Ward for the Time being for the said County of *Devon*, and by such Portions and in such Manner, without any Manner of Partiality or Collusion therein or touching the same or any Part thereof to be had or used, as unto such Person and Persons which for the Time being should have such Estate of Inheritance as aforesaid of and in the said Capital Messuage or Chief Mansion House of *Colump John* should be thought meet and convenient and be appointed to be equally and indifferently divided amongst the aforesaid poor Prisoners; and the said Testator did further will and appoint and ordain that the Chapel of *Colump John* should be for ever decently and sufficiently repaired and maintained by such Person and Persons as from Time to Time should inhabit and dwell in the said Mansion House and Dwelling House of *Colump John*, and that for and towards the same Reparation and Maintenance there should be yearly for ever disbursed and paid Twenty-six Shillings and Eight-pence, Residue of the said annual Rents Charges, to him, her, or them that should so repair and maintain the same Chapel; and his Will, Intent, and Meaning further was, and he did by that his last Will and Testament will, appoint, and devise, that whensoever all the before-mentioned Grantees of the said several annual or yearly Rents Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings, saving Three or Four of them, should be naturally dead or departed out of this mortal Life, that then the same Three or Four Survivors, or more of them (if they should so please), should grant, convey, and assign over, upon other such like Trust and Confidence respectively as in the said Will now in recital and in the said hereinbefore in part recited Deeds indented is specified and mentioned, unto Twelve other sufficient and trusty Persons, to be of the Common Council of the said City, the said annual Rents Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings therein-before mentioned to be given and granted, issuing and to be issuing and going out of the aforesaid Marishes and Meadow aforesaid, to have, enjoy, levy, perceive, receive, and take the same annual or yearly Rents Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings unto the said Twelve other Persons and their Heirs and Assigns for ever, to and for such only Uses, Intents, and Purposes, Employments and Payments, and in such other like Manner and Form respectively as are and be in the said Will now in recital expressed and declared as concerning the same, and not to or for any other Use, Intent, Purpose, Employment, or Payment whatsoever, and so

and in such other like Course and Manner respectively the same to be carried and conveyed over again and continued by and from Grantees to other Grantees for ever, from Time to Time when and so often as the Case should require or as like Occasion should be offered, without any Manner of Fraud, Covin, or Collusion whatsoever therein to be used or practised directly or indirectly: And whereas the said Testator afterwards departed this Life without having altered or revoked his said Will: And whereas the Capital Messuage or Mansion House of *Columb John* having become decayed, and no longer suited for the Habitation of the Family, the Capital Messuage or Mansion House called *Killerton*, situate in the said Parish of *Broadclist*, hath long since been the principal Residence of the Family of the said Sir *John Acland*, and the said Messuage or Mansion House at *Columb John* has long been uninhabited, and has fallen into total Decay: And whereas the said Chapel at *Columb John* hath been repaired and maintained by the said Sir *John Acland* and his Successors, Owners of the said Capital Messuages of *Columb John Killerton*, and the Chaplains of the said Chapel have from Time to Time been appointed by them, and the Reverend *John Bond* M.A., the present Chaplain of the said Chapel, was nominated thereto on the Thirty-first Day of *October* One thousand eight hundred and four by Sir *Thomas Dyke Acland* Baronet, the present Possessor of the Site of the said Messuage at *Columb John* and of the said Capital Messuage called *Killerton*: And whereas the said Chapel hath now become very dilapidated: And whereas the said Sir *Thomas Dyke Acland* and his Ancestors, who have from Time to Time nominated the said Chaplain, have also been the Owners of the Patronage of the said Prebend of *Cutton*, which by virtue of or under divers Conveyances and Assurances hath become vested in the said Sir *Thomas Dyke Acland* for an Estate of Freehold and Inheritance in Fee Simple in Possession: And whereas the Trustees appointed by the said recited Deeds or Writings indented of the Twentieth Day of *January* One thousand six hundred and sixteen, and the Twentieth Day of *January* One thousand six hundred and nineteen, have long since departed this Life, and no other Trustees have been appointed in their Room, and the said annual Sums of Seventeen Pounds and Twenty Nobles, Part of the said annual Rent Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings, have from Time to Time been paid by the said Sir *Thomas Dyke Acland* and his Ancestors to the Chaplain for the Time being of the said Chapel: And whereas the Site of the said Mansion House at *Columb John*, together with the Site of the Chapel of *Columb John*, with their Appurtenances, is now limited and settled (subject to a Term of Ninety-nine Years vested in the Honourable *Matthew Fortescue* and Sir *James Mills Riddell* Baronet, for securing to Dame *Lydia Elizabeth Acland* during the joint Lives of her and the said Sir *Thomas Dyke Acland* a clear yearly Sum of Two hundred Pounds by way of Pin Money,) to the Use of the said Sir *Thomas Dyke Acland* and his Assigns for Life without Impeachment of Waste, with a Limitation to *Charles Hoare* Esquire and the Reverend *Charles James Hoare*, during the Life of the said Sir *Thomas Dyke Acland*, upon Trust to preserve the contingent Remainders, with Remainder to Sir *Robert Harry Inglis* Baronet and *Peter Richard Hoare* Esquire, for a Term of One thousand Years, for raising a Sum

not

Indentures of  
the 17th and  
18th June  
1808.

Indentures  
of Lease and  
Release of  
28th and  
29th Sept.  
1835.

not exceeding Twenty thousand Pounds, for the Portions of the younger Children of the said Sir *Thomas Dyke Acland* and Dame *Lydia Elizabeth Acland*, with Remainder to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations, as the said Sir *Thomas Dyke Acland* and *Thomas Dyke Acland* by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, shall from Time to Time jointly direct, limit, or appoint; and in default of and until such joint Direction, Limitation, or Appointment, and so far as any such, if incomplete, shall not extend, to the Use of the said *Thomas Dyke Acland* and the Heirs Male of his Body, with Remainder to the Use of the said Sir *Thomas Dyke Acland*, his Heirs and Assigns, for ever: And whereas the said Capital Messuage or Mansion House of *Killerton*, with the Parks, Gardens, Plantations, Woodlands, and Grounds thereto belonging, are limited and settled to the Use of the said Sir *Thomas Dyke Acland* and his Assigns during his Life, without Impeachment of Waste, with Remainder to such Uses, and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said Sir *Thomas Dyke Acland* and *Thomas Dyke Acland* by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, shall from Time to Time jointly direct, limit, or appoint, and in default of and until such joint Direction, Limitation, or Appointment, and so far as any such, if incomplete, shall not extend, to the Use of the said *Thomas Dyke Acland* and the Heirs Male of his Body, with Remainder to the Use of the said Sir *Thomas Dyke Acland*, his Heirs and Assigns for ever: And whereas the said Chapel at *Columb John* is distant about One Mile from the said Capital Messuage or Mansion House of *Killerton*, and is therefore inconvenient as a Domestic Chapel for the Attendance of the Family and Household of the said Sir *Thomas Dyke Acland*: And whereas the said Sir *Thomas Dyke Acland* is desirous of erecting in lieu thereof a Domestic Chapel on Part of the said Land at *Killerton* aforesaid, near to the said Capital Messuage or Mansion House called *Killerton*: And whereas the said Chapel of *Columb John* lies at a very considerable Distance from any Village, and is frequented by very few Persons except the said Sir *Thomas Dyke Acland* and his Family and Household, and by Persons (many of whom are Tenants and Servants of the said Sir *Thomas Dyke Acland*) who reside in the Neighbourhood of *Killerton* aforesaid: And whereas the said Sir *Thomas Dyke Acland* and *Thomas Dyke Acland* are desirous that the said Chapel at *Columb John* should be pulled down, and that the Endowments thereof should be transferred to the Maintenance of the said new Chapel intended to be built at *Killerton*: And whereas it is apprehended that no Congregation would attend the Performance of Divine Service on every Day in the said Chapel, according to the Will of the said Testator, but only on *Sundays* and on the great Feasts and Festivals of the Church: And whereas the said *John Bond*, the Chaplain of the said Chapel of *Columb John*, and the Right Reverend Father in God *Henry Lord Bishop of Exeter* (the



(the Ordinary of the Diocese,) have consented that the said intended Chapel at *Killerton* aforesaid shall be erected, and that the Endowments of the said Chapel at *Columb John* shall be transferred to the said intended new Chapel, and that Divine Service shall not be required to be performed therein every Day: And whereas the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said Sir *Thomas Dyke Acland* and *Thomas Dyke Acland* and *John Bond* 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 when and as soon as the said intended Chapel at *Killerton* as aforesaid shall have been duly consecrated by the Lord Bishop of *Exeter* for the Time being, the said *John Bond*, if he shall then be living, shall be the Chaplain thereof, and that any future Chaplain of the said Chapel shall be appointed by the Person or Persons who, if this Act had not been made, would have been entitled to have nominated the Chaplain of the said Chapel at *Columb John*.

Appointment of the Chaplain of the Chapel at Killerton.

II. And be it further enacted, That when the said Chapel at *Killerton* shall have been consecrated it shall be lawful for the said Sir *Thomas Dyke Acland* or the said *Thomas Dyke Acland*, or other the Person for the Time being entitled to the Site of the said Chapel of *Columb John*, to cause the same to be pulled down as aforesaid, and the Site thereof shall and is hereby required to be inclosed and to be used, with the Approbation of the Vicar of the said Parish of *Broadclist* for the Time being, as a Place for Burial according to the Rites and Ceremonies of the Church of *England*, and not for any other than Ecclesiastical Purposes.

The old Chapel may be pulled down, and the Site thereof inclosed and used as a Burial Place.

III. And be it further enacted, That after the said intended Chapel at *Killerton* aforesaid shall have been consecrated the said annual Sum of Seventeen Pounds and Twenty Nobles, Part of the said Rent Charges of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings, created by the said herein-before in part recited Deeds or Writings indented, and all other the Endowments of the said Chapel of *Columb John*, shall be transferred and paid to the Chaplain of the said intended Chapel at *Killerton*, and the said Sum of One Pound Six Shillings and Eight-pence shall be retained by or paid to the Person or Persons who shall repair and maintain the said Chapel; and the said Chapel shall from Time to Time be repaired and maintained, and shall (except so far as the same are hereby altered and varied) be subject to the same Rules and Regulations in all respects as if the said intended Chapel at *Killerton* had been mentioned and referred to in the said herein-before in part recited Will instead of the said Chapel at *Columb John*.

Transfer of the Endowments to the new Chapel at Killerton.

IV. And be it further enacted, That as an additional Provision for the Chaplain of the said intended Chapel the annual Rent of Twenty-six Pounds Six Shillings and Eight-pence of lawful Money of *Great Britain*, (making, together with the said annual Sums of Seventeen Pounds and Twenty Nobles, the Sum of Fifty Pounds,) shall be and

Additional Charge of 26*l.* 6*s.* 8*d.* upon the Mansion House and Park of Killerton.

[Private.]

is hereby charged upon and made payable out of the Mansion House and Park of *Killerton* in the said Parish of *Broadclist*; and the same additional Provision shall be paid to the same Persons, at the same Times and in the same Manner, and with the same Powers and Remedies for enforcing Payment thereof, as by the said Deeds or Writings indented are provided with respect to the said annual Rents of Twenty Pounds Ten Shillings and Four Pounds Ten Shillings; and the said annual Rent of Twenty-six Pounds Six Shillings and Eight-pence shall for ever hereafter be paid, together with the said annual Rents of Seventeen Pounds and Twenty Nobles, to the Chaplain of the said Chapel; and the first quarterly Payment thereof shall be made on such of the Days on which a quarterly Payment of the said annual Rents of Seventeen Pounds and Twenty Nobles shall be payable as shall first happen after the said intended Chapel shall have been consecrated.

Service to be performed only on Sundays and the great Fasts and Festivals.

V. Provided always, and be it further enacted, That the Minister of the said intended Chapel at *Killerton* for the Time being shall not be required to perform Divine Service therein, except on every *Sunday* and on every of the other great Fasts and Festivals of the Church of *England*, and that he shall not be liable to any Penalty for any Default in reading or saying any Service or Prayers in the said intended Chapel on any other than on a *Sunday* or one of such Fasts or Festivals as aforesaid.

In case of Vacancy Stipend to be paid to the poor Prisoners.

VI. And be it further enacted, That at all and every such Time and Times after the Consecration of the said intended Chapel as shall occur while and when there shall not be any Minister appointed for the Performance of Divine Service therein, such and so much of the said yearly Rent Charges of Seventeen Pounds and Twenty Nobles and Four Pounds Ten Shillings as shall or ought to grow due or payable for that and those Time and Times shall be duly given and distributed amongst and for the Relief of the poorer Sort of Prisoners which for the Time being shall be and remain within the Gaol of the Castle of *Exeter* and in the Sheriff's Ward for the Time being for the said County of *Devon*, according to the Provisions of the said herein-before in part recited Will; but no Part of the said yearly Rent Charges shall be payable amongst and for the Relief of any such Persons on account of there not being any Minister appointed for the Purpose of Divine Service in the said Chapel at *Columb John*.

General Saving.

VII. Saving always and reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Sir *Thomas Dyke Acland* and *Thomas Dyke Acland*, and their respective Heirs, Executors, and Administrators, and the said *John Bond* and his Successors, and the said poor Inhabitants of the said Parish of *Broadclist* for the Time being, and the said Prisoners for the Time being within the Gaol of the Castle of *Exeter* and in the Sheriff's Ward for the Time being,) all such Estate, Right, Title, Interest, Trust, Claim, and Demand whatsoever as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been made.

VIII. 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.

Copy of Act  
as printed by  
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