



ANNO QUADRAGESIMO OCTAVO

# GEORGI II. REGIS.

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## Cap. 119.

An Act for vesting Part of the settled and devised Estates of Sir *John William de la Pole* Baronet, deceased, in Trustees for Sale, and for settling the remaining Part of the said settled and devised Estates in the Manner therein mentioned.

[18th June 1808.]

**W**HEREAS by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine, and made between Sir *John William Pole* and Dame *Anne Pole*, then the Wife and now the Widow of the said Sir *John William Pole*, of the one Part, and the Honourable *Francis Buller*, *James Templer* Esquire, *Richard Hallett* Clerk, and *Harry Bewes* Esquire, of the other Part, the several Messuages, Farms, Lands, and Hereditaments, known by the several Names of *Talliton* otherwise *Tallaton Farm*, *Colcombe* and *Longdowns*, *Sharphayne* and *Great Downhayne*, *Freakhayne Courtfields*, and *Mounthills Peverstone Farm*, and the Great Tythes of Part thereof *Blackparks*, *Farranishays*, *Marks Barn Pratts*, and the Marshes *Higher Checkridge*, *Lower Checkridge*, *Brooms* and *Folletts Checkridge*, *Symes's Moorbath*, and *Atram*, in the several Counties of *Devon* and *Dorset* (Part of the Hereditaments comprised in the First and Second Schedules to this Act), with their respective Rights, Members, and Appurtenances, were conveyed by the said Sir *John William Pole* to several Uses, upon and for several Trusts, Intents, and Purposes;

Indentures of Lease and Release, &c. recited.

[Loc. & Per.]

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and with, under, and subject to several Powers, Provisoos, and Limitations in the said Indenture of Release, and in Part herein-after mentioned; (that is to say,) to the Use of the said Sir *John William Pole* and his Assigns for his Life; Remainder to certain Persons therein named and their Heirs, in Trust to support the contingent Uses therein-after limited; Remainder to the Use of the said Dame *Anne Pole* and her Assigns for her Life; Remainder to the Use of such Child and Children of the said Sir *John William Pole* by the said *Anne* his Wife, in such Shares and Proportions and for such Estates and Interests, and subject to such Sum and Sums for the Benefit of such Child and Children as the said Sir *John William Pole* and *Anne* his Wife, at any Time during their joint Lives, by any Deed or Instrument in Writing, or as the Survivor of them by any such Deed or Instrument in Writing, or by his or her last Will to be severally executed and attested as therein is mentioned, should direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, to the Use of all and every the Child and Children of the said Sir *John William Pole* and *Anne* his Wife, to be divided between or among them, if more than One, in equal Shares, as Tenants in Common in Tail, with cross Remainders between or among them in Tail; and if there should be a Failure of Issue of all the said Children but one, or if there should be only One such Child, to the Use of such one or only Child in Tail; with Remainder to the Use of the said Sir *John William Pole*, his Heirs and Assigns; and the said Indenture of Release contains usual Powers of Sale and Exchange, and for the Appointment of new Trustees in the Place of those who should refuse or decline, or become incapable to act in the Execution of the Trusts thereby created: And whereas by a Deed Poll, bearing Date the Thirteenth Day of *May* One thousand seven hundred and eighty-six, the said Sir *John William Pole* and *Anne* his Wife, in exercise of the Power limited to them for that Purpose by the said Indenture of Settlement, did direct and appoint that if there should be but One Child of the said Sir *John William Pole* by the said *Anne* his Wife (other than and except an eldest Son), the Sum of Eight thousand Pounds should be raised out of the said settled Estates, and paid to such one Child at the Time and in the Manner therein mentioned, and that if there should be Two or more such Children, the Sum of Ten thousand Pounds should be raised out of the same Estates, and paid to and divided between such two Children in the Shares, at the Times, and in the Manner therein expressed, and that subject to the raising and Payment of the said Sum of Eight thousand Pounds or Ten thousand Pounds, as the Case might be, the said several Manors and other Hereditaments should, from and after the Decease of the Survivor of them the said Sir *John William Pole* and *Anne* his Wife, remain and be to the Use of *William Templer Pole* (the eldest Son of the said Sir *John William Pole* and *Anne* his Wife) now Sir *William Templer de la Pole* Baronet, in Tail Male; Remainder to the Second and every subsequently born Son of the said Sir *John William Pole* by the said *Anne* his Wife, severally and successively, according to their respective Seniorities in Tail Male; Remainder to the said *William Templer Pole* in Tail, Remainder to *Marianne Pole*, and every other Daughter of the said Sir *John William Pole* by the said *Anne* his Wife, to be divided between or among them, if more than One, in equal Shares, as Tenants in Common in Tail, with Cross Remainders between or among them in Tail; and if all the said Daughters but one should die without Issue, or if there should be but one such Daughter, then to such one or only

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Daughter in Tail, and in Default of such Issue to the right Heirs of the said Sir *John William Pole*: And whereas the said *James Templer* departed this Life in the Year One thousand seven hundred and eighty-two: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-fifth and Twenty-sixth Days of *March* One thousand seven hundred and eighty-nine, the Release being of Three Parts, and made between the said *Francis Buller*, *Richard Hallett* (therein called *Richard Hotherfall Hallett*) and *Harry Bewes*, of the First Part, the said Sir *John William Pole* and *Anne* his Wife, of the Second Part, and the said Sir *John William Pole*, of the Third Part, by virtue and in exercise of the Powers to them given in this Behalf by the said Indenture of Settlement, the said *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes* (at the Request of the said Sir *John William Pole* and *Anne* his Wife) did bargain, sell, alien, release, dispose of, and confirm unto the said Sir *John William Pole*, his Heirs and Assigns, all those the said Messuages, Farms, and Hereditaments called *Talliton*, otherwise *Tallaton Farm*, *Peverstone Farm*, and *Tythes*, and *Black Park*, *Farrantshays Marks*, *Barn Pratts*, and the *Marshes*, with their respective Appurtenances, to hold the same unto and to the Use of the said Sir *John William Pole*, his Heirs and Assigns; and by the Indenture now in Recital, the said Sir *John William Pole* did, in Consideration thereof, grant, release, and confirm certain Messuages, Lands, and Hereditaments called *Brooke Farm*, and such Parts of a Messuage and Tenement called *Sidford*, as were situate within the Gates and Boundaries of *Brooke Farm* aforesaid, *Woolcots* otherwise *Howleys Lanes Moores*, and *Holcombe Stonewater Slade*, and *Heathayne Rutlands*, otherwise *Radlands*, *Dunways Conygear* and *Sandpitt*, otherwise *Sampitt*, in the Counties of *Devon* and *Dorset* (other Part of the Hereditaments comprised in the said First and Second Schedules to this Act) with their respective Appurtenances, unto and to the Use of the said *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, their Heirs and Assigns, in Trust that they or the Survivors or Survivor of them, his Heirs or Assigns, should settle the same to the subsisting Uses of the said in Part recited Indenture of Settlement: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *March* One thousand seven hundred and eighty-nine, the Release being of Three Parts, and made between the said *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, of the First Part, the said Sir *John William Pole* and *Anne* his Wife, of the Second Part, and the Reverend *Charles Buckland* and *John Mounstephen Howe* Gentleman, of the Third Part, the said *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes* (at the Request of the said Sir *John William Pole* and *Anne* his Wife) did grant, release, and confirm the several Hereditaments conveyed unto and to the Use of them the said *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, and their Heirs, by the said last in Part recited Indentures of Lease and Release, with their Appurtenances, unto the said *Charles Buckland* and *John Mounstephen Howe*, and their Heirs, to the several Uses upon and for the Trusts, Intents, and Purposes, and with and subject to the Powers, Provisoos, Limitations, and Declarations which by the said Indenture of Settlement were expressed and contained of and concerning the Hereditaments therein comprised: And whereas by virtue of His Majesty's Licence under His Royal Sign Manual, bearing Date the Thirtieth Day of *September* One thousand seven hundred and eighty-nine, the said Sir *John William Pole* assumed and thenceforth used the

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Name and Title of Sir *John William de la Pole* : And whereas by Indenture of Lease and Release, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *July* One thousand seven hundred and ninety-two, the Release being of Three Parts, and made between the said *Francis Buller*, then Sir *Francis Buller* Baronet, *Richard Hotherfall Hallett*, and *Harry Bewes* of the First Part, the said Sir *John William de la Pole* and Dame *Anne* his Wife, of the Second Part, and the said Sir *John William de la Pole* of the Third Part, the said Sir *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, in Exercise of the Power to them for this Purpose given by the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine, did (at the Request of the said Sir *John William de la Pole* and *Anne* his Wife) bargain, sell, alien, release, dispose of, and confirm unto the said Sir *John William de la Pole* and his Heirs, the several Farms and other Hereditaments comprised in the said Indentures of the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine, called *Higher Checkridge*, *Lower Checkridge*, *Broomes Follets* and *Checkridge*, with their Appurtenances, to hold the same unto and to the Use of the said Sir *John William de la Pole*, his Heirs and Assigns ; and by the said Indentures now in recital, the said Sir *John William de la Pole* did, in Consideration of the said Conveyance thereby made to him and his Heirs, grant, release, and confirm unto the said Sir *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, and their Heirs, several Hereditaments called *Overlexhayne*, *Little Lodge*, *Little Killbayne*, *Skinners Haddons*, and *Cleaves*, in the Parish of *Shute*, in the said County of *Devon*, (other Part of the Hereditaments comprised in the said First and Second Schedules to this Act,) with the Appurtenances, to hold the same unto and to the Use of the said Sir *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, their Heirs and Assigns, in Trust that they, or the Survivors or Survivor of them, his Heirs or Assigns, should settle the same Hereditaments to the subsisting Uses of the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine : And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-ninth and Thirtieth Days of *July* One thousand seven hundred and ninety-two, the Release being of Three Parts, and made between the said Sir *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, of the First Part, the said Sir *John William de la Pole* and *Anne* his Wife, of the Second Part, and the Reverend *Charles Buckland* and *John Mounstephen Howe*, of the Third Part, the said Sir *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, (at the Request of the said Sir *John William de la Pole* and *Anne* his Wife) did grant, release, and confirm unto the said *Charles Buckland* and *John Mounstephen Howe*, and their Heirs, the several Hereditaments conveyed unto and to the Use of them the said Sir *Francis Buller*, *Richard Hotherfall Hallett*, and *Harry Bewes*, and their Heirs, by the lastly herein-before in Part recited Indentures of Lease and Release, with their Appurtenances, to hold the same unto the said *Charles Buckland* and *John Mounstephen Howe*, and their Heirs, to the several Uses upon and for the Trusts, Intents, and Purposes, and with and subject to the several Powers, Provisoos, Limitations, and Declarations which by the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine are expressed and contained, of and concerning the Hereditaments therein comprised : And whereas the said *Harry Bewes* departed this Life in the Year One thousand seven hundred and

and ninety-three: And whereas by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *November* One thousand seven hundred and ninety-four, the Release being of Three Parts, and made between the said Sir *Francis Buller* and *Richard Hotherfall Hallett* of the First Part, the said Sir *John William de la Pole* and *Anne* his Wife of the Second Part, the said Sir *John William de la Pole* of the Third Part, the said Sir *Francis Buller* and *Richard Hotherfall Hallett*, in Exercise of the Power to them for this Purpose given by the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine, did (at the Request of the said Sir *John William de la Pole* and *Anne* his Wife) bargain, sell, alien, release, dispose of, and confirm unto the said Sir *John William de la Pole* and his Heirs, the several Farms and other Hereditaments comprised in the said Indentures of the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine, and called *Moorbath* and *Atram*, with their Appurtenances, to hold the same unto and to the Use of the said Sir *John William de la Pole* his Heirs and Assigns, and by the Indenture of Release now in recital the said Sir *John William de la Pole* did grant, release, and confirm unto the said Sir *Francis Buller* and *Richard Hotherfall Hallett*, and their Heirs, several Hereditaments called *Down*, otherwise *Lawn*, otherwise *Taylor's Hill*, in *Sidbury*; in the said County of *Devon*, and late *Gillard's Oxenleaze*, *Barrow Mead*, *Swallow Close*, and *Flower Mead*, in *Shute* aforesaid, (other Part of the Hereditaments comprised in the said First and Second Schedules,) with their respective Appurtenances, to hold the same unto and to the Use of the said Sir *Francis Buller* and *Richard Hotherfall Hallett*, their Heirs and Assigns, in Trust that they or the Survivor of them, his Heirs or Assigns, should settle the same Hereditaments to the subsisting Uses of the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine: And whereas by Indentures of Lease and Release, bearing Date respectively the Twentieth and Twenty-first Days of *November* One thousand seven hundred and ninety-four, the Release being of Three Parts, and made between the said Sir *Francis Buller* and *Richard Hotherfall Hallett* of the First Part, the said Sir *John William de la Pole* and *Dame Anne* his Wife of the Second Part, and the said *Charles Buckland* and *John Mounstephen Howe* of the Third Part, the said Sir *Francis Buller* and *Richard Hotherfall Hallett* (at the Request of the said Sir *John William de la Pole* and *Anne* his Wife) did grant, release, and confirm unto the said *Charles Buckland* and *John Mounstephen Howe* and their Heirs, the several Hereditaments conveyed unto and to the Use of the said Sir *Francis Buller* and *Richard Hotherfall Hallett* and their Heirs, by the lastly herein-before recited Indentures of Lease and Release, with their Appurtenances, to hold the same unto the said *Charles Buckland* and *John Mounstephen Howe* and their Heirs, to the Uses upon and for the Trusts, Intents, and Purposes, and with and subject to the Powers, Provisoos, Limitations, and Declarations which by the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine are expressed and contained of and concerning the Manors and other Hereditaments therein comprised: And whereas by an Indenture bearing Date the Nineteenth Day of *March* One thousand seven hundred and ninety-seven, and made between the said Sir *John William de la Pole* of the First Part, the said *Dame Anne de la Pole* of the Second Part, and *Thomas Lane* Esquire, the Reverend

rend *John Templer* and *George Templer* Esquire, of the Third Part, after reciting the Deaths of the said *James Templer* and *Harry Bewes*, and that the said Sir *Francis Buller* was desirous of being discharged from and had declined to act in the Trusts reposed in him by the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine, the said Sir *John William de la Pole*, by virtue and in exercise of the Power by that Indenture given to him in that Behalf, did nominate and appoint the said *Thomas Lane* to be a Trustee of the said settled Estates in the Room of the said *Harry Bewes* deceased; and the said Dame *Anne de la Pole*, by virtue and in exercise of the Power by the same Indenture of Settlement given to her in that Behalf, did nominate and appoint the said *John Templer* to be a Trustee of the said settled Estates in the Room of the said *James Templer* deceased, and the said *George Templer* in the Room of the said Sir *Francis Buller*: And whereas by Indentures of Lease and Release, bearing Date respectively the Nineteenth and Twentieth Days of *March* One thousand seven hundred and ninety-seven, the Release being of Three Parts, and made between the said Sir *John William de la Pole* and *Anne* his Wife of the First Part, the said Sir *Francis Buller* and *Richard Hotherfall Hallett* of the Second Part, and *John Bawden* Gentleman of the Third Part, for the more effectually enabling the said *Thomas Lane*, *John Templer*, and *George Templer*, to act in the Execution of the Trusts to which they were appointed as therein and herein-before is mentioned, the said Sir *Francis Buller* and *Richard Hotherfall Hallett* did release, and the said Sir *John William de la Pole* did confirm unto the said *John Bawden* and his Heirs all such and so many of the Messuages and other Hereditaments comprised in the said recited Indenture of Settlement as had not been given in Exchange, which then remained vested in the said Sir *Francis Buller* and *Richard Hotherfall Hallett*, with their Appurtenances, to hold the same unto and to the Use of the said *John Bawden*, his Heirs and Assigns, in Trust to convey the same unto the said *Richard Hotherfall Hallett*, *Thomas Lane*, *John Templer*, *George Templer*, and their Heirs, to the subsisting Uses of the said Indenture of Settlement of the Eighth Day of *May* One thousand seven hundred and seventy-nine: And whereas by Deed Poll of Lease and Release under the Hands and Seals of the said *John Bawden* and Sir *John William de la Pole*, and bearing Date respectively the Twentieth and Twenty-first Days of *March* One thousand seven hundred and ninety-seven, the said *John Bawden* (at the Request of the said Sir *John William de la Pole*) did bargain, sell, and release unto the said *Richard Hotherfall Hallett*, *Thomas Lane*, *John Templer*, and *George Templer*, and their Heirs, the Hereditaments comprised in the last-mentioned Indentures, with the Appurtenances, to hold the same unto the said *Richard Hotherfall Hallett*, *Thomas Lane*, *John Templer*, and *George Templer*, and their Heirs, to such of the several Uses upon and for such of the Trusts, Intents, and Purposes, and under and subject to such of the Powers, Provisoos, Limitations, and Declarations in the said Indenture of Settlement expressed concerning the Hereditaments therein comprised as were then subsisting or capable of taking Effect: And whereas by Three several Indentures of Lease and Release, each of the said Indentures of Lease bearing Date the Twenty-second Day of *March* One thousand seven hundred and ninety-seven, and each of the said Indentures of Release bearing Date the Day then next following, and each of the said Indentures of Release being of Three Parts, and made be-

tween the said Sir *John William de la Pole* and *Anne* his Wife of the First Part, the said *Charles Buckland* and *John Mounstephen Howe* of the Second Part, and the said *Richard Hotherfall Hallett*, *Thomas Lane*, *John Templer*, and *George Templer*, of the Third Part, the said *Charles Buckland* and *John Mounstephen Howe*, at the Request of the said Sir *John William de la Pole* and *Anne* his Wife, did bargain, sell, and release, and the said Sir *John William de la Pole* did ratify and confirm unto the said *Richard Hotherfall Hallett*, *Thomas Lane*, *John Templer*, and *George Templer*, and their Heirs, the several Hereditaments severally comprised in the said Indentures of the Twenty-eighth Day of *March* One thousand seven hundred and eighty-nine, the Thirtieth Day of *July* One thousand seven hundred and ninety-two, and the Twenty-first Day of *November* One thousand seven hundred and ninety-four, with their respective Appurtenances, to hold the same unto the said *Richard Hotherfall Hallett*, *Thomas Lane*, *John Templer*, and *George Templer*, and their Heirs, to such of the Uses upon and for such of the Trusts, Intents, and Purposes, and with and subject to such of the Powers, Provisoos, and Limitations (except only the Powers of Sale and Exchange) by the said Indenture of Settlement expressed, concerning the Hereditaments therein comprised, as were then subsisting and capable of taking Effect: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and ninety-eight, and made between the said Sir *John William de la Pole* of the one Part, and the said *John Templer* and *George Templer* of the other Part, after reciting, among other Things, that he the said Sir *John William de la Pole* was indebted to several Persons mentioned in the Schedule to the said Indenture of Release, in the several Sums of Money therein specified, which amounted in the Whole to the Sum of Forty-nine thousand Pounds or thereabouts, and that he was seised of several Manors and other Hereditaments in the Counties of *Devon* and *Dorset*, in Fee Simple, subject to several Mortgages and other Incumbrances thereon, the said Sir *John William de la Pole* did grant, release, assign, and confirm unto the said *John Templer* and *George Templer*, their Heirs, Executors, Administrators, and Assigns, the several Freehold and Leasehold Estates therein mentioned (and which Estates are comprised in the Second Schedule to this Act) with their respective Appurtenances, to hold the same unto and to the Use of the said *John Templer* and *George Templer*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Hereditaments and Premises, in Trust to sell certain Parts therein particularized of the said Estates in the Manner therein-mentioned, and out of the Money arising from the Sale thereof, and out of the Rents and Profits of all the said Estates to discharge the Interest of the certain Debts mentioned in the said Schedule to the Indenture now in recital, and to pay to the said Sir *John William de la Pole* the Yearly Sum of Eight hundred Pounds, and retain certain annual Sums therein mentioned for the Maintenance and Education of his Sons, and subject to the Trusts aforesaid, in Trust to pay off and discharge the several Bond and Simple Contract Debts mentioned in the same Schedule, and the Interest of such of the said Debts as then did or should thereafter carry Interest, and after Payment thereof in Trust to pay the Surplus (if any) of the said Monies to the said Sir *John William de la Pole*, his Executors, Administrators, and Assigns; and by the said Indenture now in recital it was also agreed and declared,

declared, that in case any Part of the Hereditaments thereby made saleable should remain undisposed of after answering the Trusts therein and herein-before mentioned, the said *John Templer* and *George Templer*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should convey the Part remaining undisposed of and unsold of the Estates thereby directed to be sold, and all the said other Estates, with their respective Appurtenances, unto and to the Use of or in Trust for the said Sir *John William de la Pole*, his Heirs, Executors, Administrators, and Assigns respectively: And whereas such Parts of the Estates as there is a Power to sell, and which are particularized in the said Indenture of the Twenty-eighth of *May* One thousand seven hundred and ninety-eight, amount to One thousand Pounds *per Annum*, or thereabouts, and the Rents and Profits of all the Estates of the said Sir *John William de la Pole* amount to Four thousand five hundred Pounds *per Annum*, and upwards: And whereas the annual Interest of the Debts (being Mortgage Debts) mentioned in the said Schedule to the said Indenture, amounts to One thousand six hundred and forty Pounds, being Five Pounds *per Centum* upon the principal Sum of Thirty-two Thousand eight hundred Pounds: And whereas the several Bond and Simple Contract Debts amounted to the Sum of Seventeen thousand Pounds, or thereabouts: And whereas the said Sir *John William de la Pole* duly signed and published his last Will and Testament, bearing Date the Twenty-fourth Day of *October* One thousand seven hundred and ninety-nine, and thereby bequeathed to the said Dame *Anne de la Pole* then his Wife the Sum of Three thousand Pounds, to be paid within Six Months after his Decease; to his Son *John George de la Pole* the Sum of Five thousand Pounds, to be paid to him at his Arrival to the Age of Twenty-one Years, and to his Daughter the said *Marianne de la Pole* the Sum of Ten thousand Pounds, to be paid at her Age of Twenty-one Years or Day of Marriage, provided such Marriage were had with the Consent of her Guardian for the Time being; and the said Testator did direct, that until the Legacies thereby bequeathed to his said Son and Daughter should become payable, such annual Sum should be paid towards their Maintenance and Education as his or her Guardian should think proper, not exceeding in the Whole for each what the Interest at Four Pounds *per Centum* of his or her expectant Portion would amount to; and the said Testator declared, that the Provisions thereby made for his said Son and Daughter were in lieu of the Portions charged or provided for him and her by the said Deed Poll of the Thirteenth Day of *May* One thousand seven hundred and eighty-six; and after bequeathing several small pecuniary Legacies, amounting in the Whole to the Sum of One hundred and five Pounds, to the several Persons named in his said Will, the said Testator devised all the Freehold Manors and other Hereditaments of which he or any Person or Persons in Trust for him, was or were seised or entitled (not only those whereof he was seised in Possession, but those of which he was seised in Remainder or Reversion) when such Remainder or Reversions should come into Possession, and of which he had Power to dispose by his Will (Part of which said devised Hereditaments are comprised in the said First and Second Schedules to this Act) unto the said *John Templer*, *George Templer*, *Thomas Lane*, and the Reverend *John Buckland*, their Heirs and Assigns, to the Uses and upon the Trusts following (that is to say) to the Use of the said *John Templer* and *George Templer*,

Will of Sir  
John William  
de la Pole.



*Templer*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon the Trusts therein and herein-after mentioned, and after the Expiration or sooner Determination of the said Term, and also subject to the Trusts declared by the said Indentures of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and ninety-eight, to the Use of his the said Testator's eldest Son the said Sir *William Templer de la Pole*, then *William Templer de la Pole*, and his Assigns, for Life; Remainder to the Use of the said *Thomas Lane* and *John Buckland*, their Heirs and Assigns, during the Life of the said Sir *William Templer de la Pole*, in Trust to support the contingent Remainders therein-after limited; Remainder to the first and every other Son of the said Sir *William Templer de la Pole*, severally and successively, according to their respective Seniorities, in Tail Male; Remainder to the said *John George de la Pole* and his Assigns for his Life; Remainder to the said *Thomas Lane* and *John Buckland*, and their Heirs, during the Life of the said *John George de la Pole*, in Trust to preserve the contingent Remainders therein-after limited; Remainder to the first and every other Son of the said *John George de la Pole*, severally and successively, according to their respective Seniorities, in Tail Male; Remainder to the Use of every other Son of the said Testator, (other than and except the said Sir *William Templer de la Pole* and *John George de la Pole*) severally and successively, according to their respective Seniorities, in Tail Male; Remainder to the said *Marianne de la Pole* and her Assigns for her Life; Remainder to the said *Thomas Lane* and *John Buckland*, and their Heirs, during the Life of the said *Marianne de la Pole*, in Trust to preserve the contingent Remainders therein-after limited; Remainder to the first and every other Son of the said *Marianne de la Pole* severally and successively, according to their respective Seniorities in Tail Male; Remainder to the first and every other Daughter of the said Sir *William Templer de la Pole*, severally and successively, according to their respective Seniorities, in Tail Male; Remainder to the first and every Daughter of the said *John George de la Pole*, severally and successively, according to their respective Seniorities, in Tail Male; Remainder to the First and every other Daughter of the said *Marianne de la Pole*, severally and successively, according to their respective Seniorities in Tail Male; Remainder to *Reginald Pole Carew* and his Assigns, during his Life; Remainder to the said *Thomas Lane* and *John Buckland*, and their Heirs, during the Life of the said *Reginald Pole Carew*, in Trust to support the contingent Remainders therein-after devised; Remainder to the first and every other Son of the said *Reginald Pole Carew* severally and successively, according to their respective Seniorities, in Tail Male; Remainder to Sir *Charles Morice Pole* Baronet, then *Charles Morice Pole*, and his Assigns, for his Life; Remainder to the said *Thomas Lane* and *John Buckland*, and their Heirs, during the Life of the said *Charles Morice Pole*, in Trust to preserve the contingent Remainders therein-after devised; Remainder to the first and every other Son of the said *Charles Morice Pole*, severally and successively, according to their respective Seniorities, in Tail Male; Remainder to *Edward Pole* and his Assigns, for his Life; Remainder to the said *Thomas Lane* and *John Buckland*, and their Heirs, during the Life of the said *Edward Pole*, in Trust to preserve the contingent Remainders therein-after devised; Remainder to the first and every other Son of the said *Edward Pole*, severally and successively, according to their respective Seniorities,

niorities, in Tail Male, and for default of such Issue, to the right Heirs of the said Testator for ever; and the said Testator did declare, that he had devised the said Manors and other Hereditaments to the Use of the said *John Templer* and *George Templer*, their Executors, Administrators, and Assigns, for the said Term of Five hundred Years, upon the Trusts in the said Will, and in Part herein-after mentioned (that is to say) in Trust, by Mortgage or Sale of the Hereditaments therein comprised, for all or any Part of the same Term, to raise such Sums of Money for the Payment of so much of his the said Testator's Debts, Legacies, and Funeral Expences, as his Personal Estate (not specifically bequeathed) should be insufficient to pay, and to apply the Money so to be raised in Discharge of the same accordingly; and after Payment thereof, then in Trust during the Minority of the said Sir *William Templer de la Pole*, and during the Minority of every other Person who for the Time being should be entitled to the Possession or to the Receipt of the Rents of the Hereditaments therein-before devised, to raise such Yearly Sums of Money for the Maintenance and Education of his said Son, and such other Person so for the Time being entitled as aforesaid, as they the said Trustees or Trustee should think fit, and also such Maintenance as the said Testator had therein-before directed to be raised for his younger Son and Daughter; and after reciting or referring to the said Indentures of Settlement of the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine, the said Deed Poll of the Thirteenth Day of *May* One thousand seven hundred and eighty-six, and the said several Deeds of Exchange, the said Testator declared his Will to be, that the said Sir *William Templer de la Pole*, or in the case of his Death the Person or Persons who by virtue of the said Will should be entitled to the Hereditaments thereby devised, should, within Twelve Calendar Months after they should respectively become entitled to the Possession or to the Receipt of the Rents of the Hereditaments comprised in the said Settlement and Deeds of Exchange (if then of Age) but if under Age, then within Twelve Calendar Months after they should respectively attain the Age of Twenty-one Years, effectually settle all such last-mentioned Hereditaments to the same Uses, upon the same Trusts, and with, under, and subject to the same Powers, Provisoos, and Declarations as were therein-before expressed of and concerning the Manors and other Hereditaments by him devised to the said Sir *William Templer de la Pole* and his Assigns for his Life, with such Remainders over as aforesaid, or such of them as should then be subsisting and capable of taking Effect; and in case the said Sir *William Templer de la Pole*, or such other Person or Persons as aforesaid, should refuse or neglect to make the Settlement thereby directed, the said Testator declared that the Estate therein-before devised to the Use of the said Sir *William Templer de la Pole* and his Assigns, for his Life, and such other Persons as in case of his Death would be entitled thereto for Life as aforesaid should cease, and immediately after such Refusal or Neglect, the Rents of the same Hereditaments should be received by the said *John Templer* and *George Templer*, and the Survivor of them, his Heirs and Assigns, during the then Residue of the Life of the said Sir *William Templer de la Pole*, and such other Person or Persons as aforesaid, and applied in the Manner in the said Will particularly mentioned; and the said Testator bequeathed all his Manors, Messuages, Lands, Tenements, and Premises of which the said Testator, or any Person in Trust for him, was or at

at the Time of his Decease should be possessed for the Life or Lives of any Person or Persons, or for any Term or Number of Years, unto the said *John Templer* and *George Templer*, their Executors, Administrators, and Assigns, according to the Nature and Quality of such Estates, in Trust for the Person or Persons who for the Time being should be entitled to the Possession or to the Receipt of the Rents of the Freehold Hereditaments thereby devised, or as near thereto as the Quality of the said Estates and the Rules of Law and Equity would admit, so as that the same Leasehold Premises should vest absolutely in the Person who should first be Tenant in Tail in Possession of the said Freehold Hereditaments, and of the full Age of Twenty one Years, and not sooner; and the said Testator did by his said Will provide and declare, that his Personal Estate should be considered by his said Trustees, as the primary Fund for the Payment of his Funeral Expences, Debts, and Legacies, and that the Savings of the Rents, Issues, and Profits (accruing during the Minority of any Person for the Time being entitled to the Hereditaments thereby devised) of the Estates comprised in the said Term of Five hundred Years should be considered as the next; and that the Mortgages or Sales to be made of the said Estates should be considered as the last or ultimate Fund for that Purpose, notwithstanding which the said Testator left it in the full Discretion of his said Trustees to sell or mortgage the Estates comprised in the said Term of Five hundred Years, or any Part thereof, before any Personal Estate was so got in and applied as aforesaid, and declared it was his Intention that all his Debts should be paid as soon as might be, and that his Legatees should also be paid their respective Legacies as soon as might be after the same should become payable; and it was his Desire, that if sufficient of his Personal Estate, and of the Rents and Profits of his Freehold and Leasehold Estates thereby devised, accruing during any such Minority as aforesaid, should not be got in to answer his said Debts and Legacies when the same ought to be paid, that then his said Trustees should make use of the said Power of Mortgage or Sale in order to raise Money sufficient for Payment of his said Debts and Legacies, without waiting to get in his Personal Estate, or such Rents and Profits as aforesaid, for that Purpose; but his Desire was, that the Manors of *Broad Winsor* and *Allerpeverell*, and all his Messuages, Lands, Tenements, and Hereditaments in the several Parishes of *Broad Winsor*, *Symondsbury*, and *Whitechurch Canonorum*, in the County of *Dorset* (Part of the Hereditaments and Premises thereby devised) should be sold and disposed of before any other or others of his Manors, Messuages, Lands, Tenements, and Hereditaments, or any or either of them, or any Part or Parts thereof: And the said Testator thereby further declared his Will to be, and did thereby direct the said *John Templer* and *George Templer*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, by virtue of the Power thereby created, and in them vested, and by the Ways and Means therein-before mentioned, to raise the Sum of Three thousand Pounds as soon as conveniently might be after his Decease, and lay out and apply the same in erecting and building a good substantial Dwelling-house, with suitable Offices, on such Part of his Farm called *Colcombe Park*, in the said Parish of *Colyton*, in such Manner and Form as his said dear Wife, the said Dame *Anne de la Pole*, should appoint for that Purpose, which said Dwelling-house, with its Appurtenances, and Five Acres of Land thereunto adjoining, the said Testator

Death of Sir  
John William  
de la Pole.

tator devised unto his said Wife during the Term of her natural Life, she his said Wife keeping the same in good Repair; and from and after the Decease of his said Wife, the said Testator devised the said Dwelling-house and Land, with its Appurtenances, unto the said *John Templer, George Templer, Thomas Lane, and John Buckland*, and their Heirs, to such Uses, upon and for such Trusts, Ends, Intents, and Purposes, and subject to such Powers, Provisoos, and Declarations, as were therein-before expressed of and concerning his Manors, Messuages, Lands, Tenements, and Hereditaments thereby devised as aforesaid: And whereas the said Sir *John William de la Pole* afterwards departed this Life in the Month of *November* One thousand seven hundred and ninety-nine, without having revoked or in anywise altered his said Will, and the same was duly proved soon after his Decease in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Sir *John William de la Pole* intermarried with *Anne Templer* in the Month of *January* One thousand seven hundred and seventy-nine, and left Issue by her the said Sir *William Templer de la Pole, John George de la Pole, and Marianne de la Pole*, and no other Child: And whereas the said *John George de la Pole* hath since departed this Life an Infant, under the Age of Twenty-one Years, and without Issue, and the said Sir *William Templer de la Pole* and *Marianne de la Pole* are both now living, and have severally attained the Age of Twenty-one Years: And whereas the said Sir *William Templer de la Pole* intermarried with *Sophia Anne Templer* in the Month of *August* One thousand eight hundred and four, and hath Issue by her one Son, namely *John George de la Pole*, now an Infant, under the Age of Twenty-one Years, and no other Child: And whereas the said *Marianne de la Pole* hath not married: And whereas the said *Reginald Pole Carew* intermarried with *Femima Yorke* in the Month of *November* One thousand seven hundred and eighty-four, and hath Issue by her only One Son, namely, *Joseph Pole Carew*, now an Infant under the Age of Twenty-one Years: And the said Sir *Charles Morice Pole* hath no Son: And the said *Edward Pole* intermarried with *Jane Robinson*, on or about the Twenty-seventh Day of *July* One thousand eight hundred and one, and hath Issue by her Three Sons, namely, *Reginald Pole, Edward Pole, and Henry Pole*, all of them Infants under the Age of Twenty-one Years, and Two Daughters, and no other Child: And whereas no Part of the Hereditaments comprised in the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and ninety-eight, has yet been sold under the Trusts of that Indenture, but the said *John Templer* and *George Templer* have at different Times, as well in the Lifetime of the said Sir *John William de la Pole* as since his Decease, applied certain Parts of the Rents, Issues, and Profits of the said Hereditaments, and of the Personal Estate of the said Sir *John William de la Pole*, amounting to Eleven thousand Pounds, or thereabouts, in discharge of several of the Bond and Simple Contract Debts specified in the said Schedule to the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and ninety-eight, amounting in the Whole to Seventeen thousand Pounds, or thereabouts, as above-mentioned, and also in Payment of the Interest which has from Time to Time become due in respect of such of the said Mortgage and Bond and Simple Contract Debts specified in the said Schedule as carried Interest: And whereas the unapplied Residue of the Personal Estate of the said Sir *John William de la Pole* being Seven thousand Pounds, or thereabouts, as

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stated in the Fourth Schedule to this Act, is meant to be applied to the Discharge of all the Bond and Simple Contract Debts specified in the Schedule annexed to the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and ninety-eight, which now remain unpaid, and amount to Six thousand Pounds or thereabouts: And whereas no Part of the said Legacies of Three thousand Pounds and Ten thousand Pounds, bequeathed by the said Will of the said Sir *John William de la Pole* to the said Dame *Anne de la Pole* and *Marianne de la Pole* respectively, or of the Sum of Three thousand Pounds thereby directed to be raised for building a House for the Residence of the said Dame *Anne de la Pole*, hath been paid or raised: And whereas the said Dame *Anne de la Pole* hath consented that the last-mentioned Sum of Three thousand Pounds shall not be raised, in Consideration that Interest for the same Sum, after the Rate of Four Pounds *per Centum* shall be paid to her during her Life: And whereas the Second Schedule to this Act is also divided into Two Parts, and the First Part thereof contains a Particular of that Part of the said settled Estates which is intended to be vested in Trustees for Sale as herein-after is mentioned; and the Second Part of the said Second Schedule contains a Particular of that Part of the said devised Estates which is intended to be vested in Trustees for Sale as herein-after is mentioned: And whereas it will be beneficial to all Persons interested in the said Estates, that the Manors and other Hereditaments comprised in the said First Part of the Second Schedule to this Act should be absolutely sold in Fee Simple, and that the Manors and Hereditaments mentioned in the Second Part of the said Second Schedule, and comprised in the said Term of Five hundred Years, should be sold in Fee Simple, rather than for the Remainder of the said Term of Five Hundred Years (the same lying at a considerable Distance from, and not being in anywise connected with the other Parts of the said Estates, and the other Estates being compact, and lying contiguous to the Family Mansion House), and that the Money arising from the Sale of the Estates proposed to be sold should, so far as the same will extend, be applied in Discharge of the Incumbrances affecting the said Estates, in the Manner herein-after expressed, and in order thereto that a competent Part of the Estates devised by the said Will of the said Sir *John William de la Pole* should be limited to the said Dame *Anne de la Pole*, in lieu of that Part of the Estates proposed to be sold of which she is now Tenant for Life, under the said Indentures of the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine: And whereas the First Schedule to this Act is divided into Two Parts, and the First Part of the said Schedule contains a Particular of that Part of the said settled Estates which is not intended to be sold or exchanged under the Powers herein-after contained, but is to be left subject to the Life Estate therein of the said Dame *Anne de la Pole*, and subject thereto, to be settled as herein-after is mentioned; and the Second Part of the First Schedule contains a Particular of that Part of the Estates devised by the said Will of the said Sir *John William de la Pole*, which is intended to be limited to the said Dame *Anne de la Pole*, in lieu of that Part of the said settled Estates which is proposed to be sold: And whereas the said Second Part of the said First Schedule, and the said First Part of the said Second Schedule, contain a Particular of the Annual Rent and Annual Value of the Estates therein respectively comprised: And whereas the Third Schedule to this Act contains the Particulars of

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the several Mortgage Debts and Legacies charged upon and affecting the devised Estates of the said Sir *John William de la Pole* deceased, which now remain unpaid; and the Fourth Schedule contains the Particulars of the Bond and Simple Contract Debts of the said Sir *John William de la Pole*, remaining unpaid, and an Account of the unapplied Residue of his Personal Estate: And whereas, by reason of the Limitations contained in the said Will of the said Sir *John William de la Pole*, the several Purposes herein-before mentioned cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects, the said Dame *Anne de la Pole*, Sir *William Templer de la Pole*, on Behalf of himself and his Son, the said *John George de la Pole* an Infant, *Marianne de la Pole*, *Reginald Pole Carew*, on Behalf of himself and of his Son, the said *Joseph Pole Carew* an Infant, the said *Charles Morice Pole*, and the said *Edward Pole*, on Behalf of himself and of the said *Reginald Pole*, *Edward Pole*, and *Henry Pole*, his Infant Sons, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 the several Manors, Messuages, Lands, Tenements, and all and singular other the Freehold and Leasehold Hereditaments and Premises severally comprised in the Indentures and Assurances herein-before recited, and in the said Will of the said Sir *John William de la Pole*, and which are included in the First and Second Schedules to this Act, with their respective Rights, Members, and Appurtenances, shall, from and after the passing of this Act, be and the same are hereby vested in the said *Reginald Pole Carew* and Sir *Charles Morice Pole*; their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same, respectively, absolutely, and for ever freed and discharged of and from all and singular the Uses, Estates in Tail, Remainders, Limitations, Trusts, Charges, Powers, Provisoos, and Declarations which in and by the said several herein-before in Part recited Indentures and Assurances, and the said Will of the said Sir *John William de la Pole*, or any of them, were limited, expressed, and declared, of and concerning the same Hereditaments and Premises respectively, but upon and for the Trusts, Intents, and Purposes herein-after expressed and declared of and concerning the same; that is to say, as to the several Messuages, Lands, Tenements, and Hereditaments comprised in the First Schedule to this present Act, and the Rights, Members, and Appurtenances to the same belonging, to the Use of the said Dame *Anne de la Pole* and her Assigns for her Life, and with and subject to such and the same Powers of leasing and of selling and exchanging, and such other Powers and Authorities, and such Exemptions and Privileges as previously to the passing of this Act were under or by virtue of the said Indentures of the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine annexed, relating or collateral to the Estate for Life of her the said Dame *Anne de la Pole*, under those Indentures, in the Hereditaments thereby settled; and from and after the Decease of the said Dame *Anne de la Pole* to such of the Uses, upon and for such of the Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoos, Agreements, and Declarations by the said Will of the said Sir *John William de la Pole* expressed or contained, of and concerning the Manors and other Hereditaments thereby devised as shall then be subsisting, undetermined, and

Estates comprised in 1st, 2d, and 3d Schedules vested in Trustees, discharged of the Uses of the recited Indentures and Will of Sir John William de la Pole.

capable of taking Effect ; and as to all those the Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, as well Freehold as Leasehold, comprised in the Second Schedule to this Act, and the Rights, Members, and Appurtenances thereto belonging, to and for the only proper Use and Benefit of the said *Reginald Pole Carew* and Sir *Charles Morice Pole*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Premises respectively, upon Trust that they the said *Reginald Pole Carew* and Sir *Charles Morice Pole*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, do and shall sell and dispose of any Part or Parts of the said Messuages, Hereditaments, and Premises, and of the Fee Simple and absolute Interest of and in the same respectively, either altogether and in One Lot, or in Parcels, and either by Public Auction or by Private Contract, for such Price or Prices in Money as to them or him shall seem reasonable ; and upon Payment of the Purchase Money for the same in the Manner herein-after mentioned, do and shall convey, assign, or otherwise effectually assure the Messuages, Hereditaments and Premises comprised in the said Sale or Sales to the Purchaser or Purchasers thereof, and to his, her, and their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same respectively, or to such other Person or Persons, or in such other Manner as he or they shall direct or appoint, absolutely and for ever freed and discharged as herein-before is mentioned.

II. And be it further enacted, That the Purchaser or Purchasers of the said several Estates hereby made saleable, or any Part of the same, shall pay his, her, or their Purchase Money or respective Purchase Monies in Manner herein-after mentioned ; (that is to say,) in the First Place the said Purchaser or Purchasers shall pay his, her, or their Purchase Money or Purchase Monies in and towards Discharge of the principal Sum or Sums of Money (if any) which shall be due on the Estates comprised in his, her, or their Purchase or respective Purchases, by way of Mortgage, and also of the Debts and Legacies, the Payment of which is intended to be provided for under the said Trusts, of the said Term of Five hundred Years ; and after Payment and Discharge of all the said Debts and Legacies, the said Purchaser or Purchasers shall pay his, her, or their Purchase Money or respective Purchase Monies into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be there placed to his Account, *ex parte* the Purchasers of the Estates of the late Sir *John William de la Pole*, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-second, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-fourth, and the Receipt or Receipts of any Cashier of the Bank of *England*, for the said Purchase Monies hereby directed to be paid into the Bank of *England* ; and the Certificate of the said Accountant General, annexed to such last-mentioned Receipt or Receipts, and filed in the Register Office of the said Court of Chancery, shall be an effectual Release and Discharge to the Person or Persons paying the same for the Money therein-mentioned and acknowledged to be received, and from being answerable for the Misapplication, or liable or bound to see to the Application of the same.

Application of  
the Purchase  
Monies.

III. And

Purchase Money paid into the Court of Chancery to be laid out under the Directions of the Court.

III. And be it further enacted, That the Money arising from the said Sale or Sales, and to be paid into the Court of Chancery as herein before is mentioned, shall, under the Direction of the said Court of Chancery, upon a Petition to be presented to the said Court by the said Sir *William Templer de la Pole* during his Life, and after his Decease by the Person or Persons who under the Will of the said Sir *John William de la Pole* would, for the Time being, be beneficially entitled in Possession to the Freehold Hereditaments for an Estate for Life, or an Estate of Inheritance, in case this Act had not been made, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, by his, her, or their Guardian or respective Guardians, during his, her, or their Minority or respective Minorities, be laid out or invested in the Purchase or Purchases of other Messuages, Lands, Tenements, and Hereditaments of Inheritance to be situate in *England*, and the Messuages, Lands, Tenements, and Hereditaments so to be purchased, shall immediately, upon or after the Purchase of the same, be under the like Direction of the said Court of Chancery, conveyed, assured, and settled to such of the Uses, upon and for such of the Trusts, Intents, and Purposes, and with, under, and subject to such of the Powers, Provisoes, Limitations, and Declarations in and by the said Will of the said Sir *John William de la Pole* expressed and contained, of and concerning the Manors and other Hereditaments thereby devised, as shall then be subsisting and capable of taking Effect.

Until Purchase Money invested, same to be laid out in Navy, Victualling, or Exchequer Bills.

IV. And be it further enacted, That in the mean Time, and until the Purchase Money hereby directed to be paid into the Bank of *England* shall be invested in the Purchase of Messuages, Lands, and Hereditaments, in pursuance of the Directions herein before contained, the same shall from Time to Time be laid out under the Direction of the said Court of Chancery in the Purchase of Navy or Victualling Bills, or Exchequer Bills, and the Interest of the Money so laid out in the said Navy or Victualling Bills, or Exchequer Bills, and the Money received for the same as they respectively are paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills, and all the said Navy, Victualling, and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until proper Purchases being found for the Investment thereof, the same shall, under the Direction of the said Court of Chancery, be ordered by the said Court of Chancery to be sold by the said Accountant General for the completing such Purchase or Purchases; and if the Money arising by the Sale of the Navy, Victualling, and Exchequer Bills, shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain of the same shall be paid to the Person or Persons respectively who at the Time when the Order for the Sale of the said Bills shall be made would for the Time being be entitled to the Rents and Profits of the Lands directed to be purchased therewith in case the same were then actually purchased and settled in pursuance of the Trusts and Directions of this Act, or to the Representative or Representatives of such Person or Persons.

V. And



V. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon a Petition to be presented by the Persons, and in the Manner herein-before mentioned, from Time to Time, to make such Orders as the said Court shall think expedient, just, or reasonable, for allowing, taxing, and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, and in making the several Applications to the said Court in pursuance thereof, and in making and completing the said Sale or Sales of the Estates hereby made saleable, or any Part thereof, or for or respecting the Investment of any Part of the Monies which under this Act shall be paid into the Bank of *England*, in the Purchase of Lands and Hereditaments, according to the Directions herein contained, or otherwise, in carrying into Execution the Trusts and Purposes of this Act; and also from Time to Time to make Orders for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from any of the said Sale or Sales, and which shall be so paid into the Bank as aforesaid, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills to be purchased as aforesaid.

Court of Chancery shall have Power to tax Costs.

VI. And be it further enacted, That in the mean Time, and until such Sale or Sales as aforesaid shall be made of the Estates hereby made saleable, the said *Reginald Pole Carew* and *Sir Charles Morice Pole*, their Heirs, Executors, Administrators, and Assigns, shall permit the Rents and Profits of the Estates so to be sold to be paid and applied by the Persons and in the Manner to and in which the Rents of the Estates devised by the said Will of the said *Sir John William de la Pole* would, if this present Act had not been made, under the Trusts, Powers, Injunctions, Provisoos, and Declarations therein expressed and contained, be for the Time being payable or applicable.

VII. And be it further enacted, That the Settlement hereby made of the Estates comprised in the Second Part of the First Schedule to this Act, from and after the Decease of the said Dame *Anne de la Pole*, shall be, and the same are hereby declared to be a full and complete Performance of the Condition or Direction expressed and contained in the said Will of the said *Sir John William de la Pole*, so far as the same relates to the Hereditaments mentioned in the Second Part of the said First Schedule, that the said *Sir William Templer de la Pole*, or the Person or Persons who by virtue of the same Will should be entitled to the Hereditaments thereby devised, should settle the Estates comprised in the said Indentures of the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine, to the same Uses, and upon the same Trusts, and with, under, and subject to the same Powers, Provisoos, and Declarations, as were by his said Will expressed, of and concerning the Manors and other Hereditaments thereby devised.

Settlement made by this Act declared a Compliance with the Condition in the Will of *Sir John de la Pole*.

VIII. Provided always, and it is hereby further enacted, That if the said *Reginald Pole Carew*, and *Sir Charles Morice Pole*, or either of them, or any Trustee or Trustees who shall be appointed in the Stead of them, or either of them, as herein-after is mentioned, or their or

Power to appoint new Trustees.

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any of their Heirs, Executors, Administrators, or Assigns, shall die, or be desirous of being discharged from the Trusts hereby created, then and in every such Case it shall be lawful for the said Court of Chancery, upon a Petition, to be presented in a summary Way by the said Sir *William Templer de la Pole* during his Life, and after his Decease by the Person or Persons so for the Time being entitled, as herein-before is mentioned, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians during his, her, or their Minority or respective Minorities, to appoint the Person or Persons to be proposed in the said Petition, or any Person or Persons named by the Court, to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying or desiring to be discharged; and thereupon all the said several Manors, Hereditaments, and Premises comprised in the Two several Schedules to this present Act, or such of them as shall from Time to Time remain vested in the Trustee or Trustees so dying or desiring to be discharged, either solely or jointly, with the surviving or continuing Trustees or Trustee, or their or any of their Heirs, Executors, or Administrators, shall, with all convenient Speed, be conveyed and transferred in such Sort and Manner as to become legally and effectually vested in such new Trustee or Trustees, solely or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the Trusts and for the Intents and Purposes herein-before declared, of and concerning the same respectively, or such of them as shall be then subsisting or capable of taking Effect; and that such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be substituted.

Indemnifying  
the Trustees,

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

General  
Saving.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Dame *Anne de la Pole*, Sir *William Templer de la Pole*, *Marianne de la Pole*, and the Sons and Daughters of the said Sir *William Templer de la Pole* and *Marianne de la Pole*, and the Heirs Male of the respective Bodies of such Sons and Daughters; and the said *Reginald Pole Carew*, Sir *Charles Morice Pole*, *Edward Pole*, and the Sons of the said *Reginald Pole Carew*, Sir *Charles Morice Pole*, and *Edward Pole*, and the Heirs Male of the respective Bodies of the same Sons; and the Heirs of the Body of the said Sir *William Templer de la Pole*, and the Heirs of the

Body

Body of the said *Marianne de la Pole*, and the right Heirs of the said *Sir John William de la Pole*, and all and every other Person or Persons having or claiming, or who shall or may have or claim any Estate, Right, Title, or Interest of, in, or to the several Hereditaments and Premises hereby vested in the said *Reginald Pole Carew* and *Sir Charles Morice Pole*, and their Heirs, Executors, and Administrators respectively, or any of them, or any Part or Parcel thereof, under the said several herein-before in Part recited Indentures, Deeds Poll, and other Assurances, or under the said Will of the said *Sir John William de la Pole*, or any of them, other than and except the Creditors or other Persons whose Debts are provided for, or intended to be provided for, by the said Indentures of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and ninety-eight) all the Estate, Right, Title, Interest, Possibility, Property, Claim, or Demand whatsoever, which they or any of them had, held, or enjoyed, before the passing of this Act, or could or might have had, held, or enjoyed of, in, to, from, or out of the said several Hereditaments and Premises, in case this Act had not been made.

XI. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act to be printed by the King's Printer, and to be admitted as Evidence,

## The FIRST SCHEDULE to which this Act refers.

The FIRST PART of the First Schedule, containing a Particular of the settled Estates not intended to be sold.

Counties and Parishes.	Names of Estates.	Occupiers.	Number of Acres.	Yearly Rents.	
DEVON.				£ s. d.	
Colyton and Shute } Colyton -	Colcombe and Longdowns	Philip Mathews -	203	300 0 0	
	Sharphayne and Frekehayne	{ John and William } Hawkins - }	149	114 0 0	
	Great Downhayne -	Richard White -	85	70 0 0	
	Slade and Heathayne -	John Warry -	170	160 0 0	
Colyton and Shute } Shute -	Mounthill and Courtfields -	James White -	57	85 0 0	
	Overlexhayne and Reedsham	Margaret Potter -	40	70 0 0	
	Little Kilhayne -	John Parsons   -	20	20 0 0	
	Skinner, Haddons, and Cleaves -	John Phippen -	44	54 0 0	
	Oxenleaze, Barrow Mead, and Swallow Clofe -	George Phippen -	34	70 0 0	
	Flower Clofe, and Little Lodge -	James French -	16	25 0 0	
			818	968 0 0	

W. Bond, Surveyor.

The SECOND PART of the First Schedule, containing a Particular of the devised Estates intended to be settled in lieu of that Part of the settled Estates intended to be sold.

Counties and Parishes.	Names of Estates.	Occupiers.	Number of Acres.	Yearly Rents.	Yearly Value.
DEVON.				£ s. d.	£ s. d.
Colyton -	Greathouse Farm, Kingdown, Storkers, and Boltshayne -	William Lane -	166	240 0 0	280 0 0
	Summerleaze -	Thomas Dare -	50	130 0 0	140 0 0
	Cotshayne -	George Beed -	72	45 0 0	60 0 0
	Colyford Tenement -	John Anning -	25	48 0 0	50 0 0
	Rawlins and Nunford -	Matthew Liddon -	23	30 0 0	30 0 0
	Stanislaus Clofe -	John Edwards -	7	15 0 0	18 0 0
	Lugg's Tenement -	Richard Oldridge -	5	14 0 0	14 0 0
	Colcombe Mills and Rag -	Isaac Higgins -	8	36 0 0	36 0 0
			356	558 0 0	628 0 0

W. Bond, Surveyor.

The SECOND SCHEDULE to which this Act refers.

The FIRST PART of the Second Schedule, containing a Particular of that Part of the settled Estates intended to be fold.

Counties and Parishes.	Names of Estates.	Occupiers.	Number of Acres,	Yearly Rents.	Yearly Value.
DEVON.				£ s. d.	£ s. d.
Sidbury -	Broke Farm, Woolcotts, otherwise Howleys, Lane's, Moors, Holcombes, Stonewater, and Taylor's Hill - -	Sarah Mayne -	230	290 0 0	350 0 0
-	Part of Sincombe - -	James Serle -	11	9 0 0	9 0 0
DORSET.					
Broadwinfor -	Rutlands, otherwise Radlands, Dunways, Conygear, and Symes's, otherwise Symond's Hill -	Daniel Ewens -	88	120 0 0	150 0 0
-	Sampitt - - -	Benjamin Studley -	64	86 0 0	86 0 0
			392	505 0 0	595 0 0

W. Bond, Surveyor.

The SECOND PART of the Second Schedule, containing a Particular of the devised Estates intended to be fold.

Counties and Parishes.	Names of Estates.	Occupiers.	Number of Acres.	Yearly Rents.
DEVON.				£ s. d.
Sidbury -	The Manor or Lordship of Stone, with sundry Quit Rents, payable out of Freehold Estates - -	- - -	- - -	1 12 8
-	Cattle Tenement - -	Sarah Mayne -	47	60 0 0
-	The Reversion in Fee of Part of Sincombe, after the Death of Ann Perry Serle, aged 67 Years -	James Serle -	35	- - -
-	Maynards, Haydons, and Sincombe Meadow -	William Dowell -	22	49 0 0
-	Halfaves -	William Gale -	10	13 10 0
-	Rag Orchard -	William Daniell -	1	4 0 0
-	Ham and High Street -	John Bishop -	4	10 10 0

[Loc. & Per.]

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## The Second Schedule—(continued.)

Counties and Parishes.	Names of Estates.	Occupiers.	Number of Acres.	Yearly Rents.
				£ s. d.
DEVON.				
Sidbury -	Reversion in Fee of West's, after the Death of Hannah West, aged 40 Years -	George Farthing -	17	- - -
	Reversion in Fee of Farthing's, after the Death of George Farthing, aged 63 Years -	George Farthing -	18	- - -
Sidmouth -	Keyparks -	Edward Canniford	8½	10 10 0
Musbury -	Little Trull -	John Hoskins -	59	85 0 0
DORSET.				
Broadwinfor -	The Manor or Lordship and Liberty of Broadwinfor, with Courts Leet, Courts Baron, Waste Lands, Rights, Royalties, and Chief Rents payable out of Freehold Estates within the Manor -	- - -	- - -	- - -
	Paull's Tenement -	Edward Neal -	62	63 0 0
	Colcombe -	Benjamin Studley -	28	19 0 0
	Mantle's Tenement -	{ Daniel Ewens and } { John Johnson }	24	45 0 0
	England's Meadows -	John Damen -	24	36 0 0
	The Reversion in Fee of Netherhay, after the Death of Mary Lowman, aged 69 Years -	- - -	34	- - -
	The Reversion in Fee of Barnardshays, after the Deaths of Betty Daniel, aged Thirty-two Years, and Robert Bryant Jones, aged Twenty-eight Years -	- - -	11	- - -
	The Reversion in Fee of Haggetts, after the Death of John Ewens, aged 40 Years -	- - -	1½	- - -
	The Reversion in Fee of Common Closes, after the Deaths of Thos. Perham, aged Seventy-two Years, and Betty Spear, aged Sixty five Years -	- - -	21½	- - -

The Second Schedule—*continued.*

Counties and Parishes.	Names of Estates.	Occupiers.	Number of Acres.	Yearly Rents.
<b>DORSET.</b>				£ s. d.
Broadwinfor -	The Reversion in Fee of fundry Cottages held for Lives by W <sup>m</sup> Davis, Sam <sup>l</sup> Rendle, W <sup>m</sup> Hore, Sam <sup>l</sup> Chick, James Hawker, John Perkins, Abraham Miller, John Guppy, Sam <sup>l</sup> Hitchcock, and John Marsh - - -	- - -	3	— — —
	And all other Lands and Hereditaments within the Parish of Broadwinfor, which were the Estate and Inheritance of Sir John William de la Pole, Bart. deceased.			
Symondsbury -	Atram - - -	Robert Hufsey -	40	75 0 0
	Broad Oak - - -	Charles Chick -	18	19 0 0
Whitechurch } Canonicorum }	Great Pitt - - -	Robert Fooks -	34	31 10 0
<b>DEVON.</b>				
	The Manor of Allerpeverell, with fundry Quit Rents, payable out of Freehold Estates, and all Waste Lands and Rights appertaining thereto - - -	- - -	- - -	3 15 0
	Mutterton Moor and Langford Heathfield, within the said Manor - - -	- - -	200	— — —
Newton Ab- } bott, in the } Parish of } Woolborough }	The Reversion in Fee of the Sun Inn, with a Plot of Ground adjoining, after the Death of Shep-herd, aged Forty Years - - -	- - -	2½	— — —

W. Bond, Surveyor.

## The THIRD SCHEDULE to which this Act refers.

NAMES OF MORTGAGEES AND LEGATEES.	Principal Sums.		
	<i>£</i>	<i>s.</i>	<i>d.</i>
Nathaniel Bishop - - - - -	12,000	0	0
Lord Graves - - - - -	8,000	0	0
John Dickinson - - - - -	7,000	0	0
Representatives of Joshua Harcombe, deceased - - - - -	3,000	0	0
Francis Putt - - - - -	1,000	0	0
Ethelred Tryon - - - - -	800	0	0
William Beed - - - - -	700	0	0
Representatives of Robert Warry, deceased - - - - -	300	0	0
			32,800 0 0
<b>Legatees :</b>			
Dame Anne de la Pole - - - - -	3,000	0	0
Marianne de la Pole - - - - -	10,000	0	0
George Warry - - - - -	21	0	0
Elizabeth Warry - - - - -	21	0	0
John Templer - - - - -	21	0	0
George Templer - - - - -	21	0	0
Richard Hotherfall Hallett - - - - -	21	0	0
Charles Buckland - - - - -	21	0	0
Richard Mallock - - - - -	21	0	0
			13,147 0 0

J. Bawden.



## The FOURTH SCHEDULE to which this Act refers.

Containing Particulars of the Bond and Simple Contract Debts of Sir John William De la Pole, Baronet, deceased, remaining unpaid; and an Account of the unapplied Residue of his Personal Estate.

NAMES OF CREDITORS.	Sums due.		
	£	s.	d.
John Templer	1,900	0	0
John Scobell	900	0	0
— Coombes	800	0	0
Samuel Srook	400	0	0
Ogden and Company	230	0	0
Gibson and Company	100	0	0
Hawkes and Company	50	0	0
Executors of Leader, deceased	100	0	0
Executors of Thomas Bull, deceased	40	0	0
Gauntlett and Company	120	0	0
— Morris	70	0	0
Sir Bouchier Wrey, Baronet	20	0	0
John Gill	200	0	0
George Templer	275	0	0
— Farrell	100	0	0
Sarah West	100	0	0
— Sartorius	40	0	0
— Longman and Co.	35	0	0
— Farrer	100	0	0
John Bawden	111	0	0
— Sollars	37	0	0
— Pemaïn	48	0	0
Henry Delhauty	14	0	0
Charles Gaunnes	84	0	0
— Shew	9	14	0
— Hoare	24	0	0
— Garden and Stratton	147	6	9
— Ruffell	13	9	6
— Bonner	10	7	6
— Saunders	7	0	0
John Head	26	8	4
Interest on Debts paid, about	200	0	0
	6,312	6	1

G. Templer.

## The Fourth Schedule—(continued).

An ACCOUNT of the unapplied Residue of the Personal Estate of Sir John William De la Pole, Baronet, deceased.

	£	s.	d.
Due on Mortgage of an Estate in the Island of Saint Christopher, in the West Indies	4,441	8	11
Due from Sir William Templer de la Pole, Baronet, for the Purchase Money of Household Goods and Furniture at Shute House	1,667	1	11
Due from Sir William Templer de la Pole, Baronet, for Sums advanced to him out of the Personal Estate of Sir John William de la Pole, Baronet, deceased	400	0	0
	6,508	10	10

G. Templer.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1808.