

ANNO VICESIMO NONO & TRICESIMO

VICTORIAE REGINÆ.

An Act for authorizing the Trustees of the Will of the Reverend Edward Berkeley Troyte, Doctor of Laws, deceased, to pull down the existing Family Mansion of Huntsham Court, and to build a new Family Mansion on a fresh Site on Part of the Estates subject to the Limitations of the same Will, situate in the Parish of Huntsham in the County of Devon; and for other Purposes. [23d July 1866.]

HEREAS the Reverend Edward Berkeley Troyte, late Will of the Rector of the Parish of *Huntsham* in the County of *Devon* Rev. E. B. Troyte, and of the Parish of Puckington in the County of Somerset, dated 20th Doctor of Laws, deceased, by his last Will and Testament, dated the Sept. 1848. 20th Day of September 1848, gave and devised all and singular the Manors, Messuages, Lands, Tenements, Advowsons, Rectories, Tithes, Tithe Rentscharge, and Hereditaments, whatsoever and wheresoever, whether Freehold, Copyhold, or Leasehold, which he then was or at the Time of his Death should be seised and possessed of respectively, or in any Manner entitled to or interested in for his own Benefit, [Private.] whether

whether in Possession, Remainder, or Expectancy, and either at Law or in Equity, or over which he had any disposing Power, with their several Rights, Members, and Appurtenances, excepting the next Presentation to the Rectory or Living of Huntsham, which would become vacant on his (the said Testator's) Death, and in and by the said Will previously disposed of unto Sir Thomas Dyke Acland Baronet, Harry Thomas Grove Esquire, and George Bullock Esquire, their Heirs, Executors, Administrators, and Assigns respectively, according to the different Tenures and legal Qualities of the same several Premises, to the Uses, and upon and for the Trusts, Intents, and Purposes, and with and subject to the several Powers and Provisoes therein-after declared and contained of and concerning the same, (that is to say,) as to such of the said Hereditaments and Premises as were of a Freehold Tenure, to the Use of Arthur Henry Dyke Acland and his Assigns, for and during the Term of his natural Life, and from and immediately after his Decease to the Use of Charles Arthur Williams Acland, mentioned in the said Will as Charles Arthur Dyke Acland, (the eldest Son of the said Arthur Henry Dyke Acland,) and his Assigns, for and during the Term of his natural Life, and from and immediately after his Decease to the Use of the First Son of the Body of the said Charles Arthur Williams Acland lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing, and for default of such Issue to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said Charles Arthur Williams: Acland lawfully to be begotten, severally, successively, and in Remainder one after another as they and every of them should happen to be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Son and Sons and the Heirs Male of his and their Body and Bodies to be always preferred to and to take before the younger of such Son and Sons and the Heirs Male of his and their Body and Bodies issuing, and for default of such Issue to the Use of all and every other the Son and Sons of the Body of the said Arthur Henry Dyke Acland born or to be born in his (the said Testator's) Lifetime successively, in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively, according to Priority of Birth in Tail Male, in such Manner that the elder of such other Sons of the said Arthur Henry Dyke Acland as aforesaid, and the First and every other Son successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such other Sons of the said Arthur Henry Dyke Acland as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Arthur Henry Dyke Acland who should

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be born after his (the said Testator's) Decease successively in Tail Male, so that the elder of such last-mentioned Sons and the Heirs' Male of his Body should be always preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of Henry Wentworth Acland (in the said Will mentioned as Henry Wentworth Dyke Acland), Third surviving Son of the said Sir Thomas Dyke Acland, and his Assigns, for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Henry Wentworth Acland born or to be born in his (the said Testator's) Lifetime successively, in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Henry Wentworth Acland as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Henry Wentworth Acland as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Henry Wentworth Acland who should be born after his (the said Testator's) Decease, successively in Tail Male, so that the elder of such other Sons, and the Heirs Male of his Body, should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of the Reverend Peter Leopold Dyke Acland (Fourth surviving Son of the said Sir Thomas Dyke Acland) and his Assigns, for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Peter Leopold Dyke Acland born or to be born in his (the said Testator's) Lifetime successively, in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son, to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Peter Leopold Dyke Acland as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Peter Leopold Dyke Acland as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Peter Leopold Dyke Acland who should be born after his (the said Testator's) Decease, successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of

the said Harry Thomas Grove and his Assigns for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Harry Thomas Grove born or to be born in his (the said Testator's) Lifetime successively, in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Harry Thomas Grove as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Harry Thomas Grove as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Harry Thomas Grove who should be born after his (the said Testator's) Decease, successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons, and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of the Honourable Maurice Berkeley Portman and his Assigns for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Maurice Berkeley Portman born or to be born in his (the said Testator's) Lifetime, successively in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Maurice Berkeley Portman as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Maurice Berkeley Portman as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Maurice Berkeley Portman who should be born after his (the said Testator's) Decease successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of Charles Walter Albin Napier (in the said Will mentioned as Charles Napier) and his Assigns for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Charles Walter Albin Napier born or to be born in his (the said Testator's) Lifetime, successively in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth

in Tail Male, in such Manner that the elder of such Sons of the said Charles Walter Albin Napier as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Charles Walter Albin Napier as aforesaid, and the First and other. Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Charles Walter Albin Napier who should be born after his (the said Testator's) Decease, successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of Henry William Berkeley Portman and his Assigns for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Henry William Berkeley Portman born or to be born in his (the said Testator's) Lifetime successively in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Henry William Berkeley Portman as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Henry William Berkeley Portman as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Henry William Berkeley Portman who should be born after his (the said Testator's) Decease successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of Gerard John Napier (in the said Will mentioned as Jerrard Napier) and his Assigns for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Gerard John Napier born or to be born in his (the said Testator's) Lifetime successively in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Gerard John Napier as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Gerard John Napier as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of [Private.] such

such Issue to the Use of all and every other the Son and Sons of the said Gerard John Napier who should be born after his (the said Testator's) Decease, successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of Fitzhardinge Berkeley Portman and his Assigns, for and during the Term of his natural Life, and after his Decease to the Use of each of the Sons of the said Fitzhardinge Berkeley Portman born or to be born in his (the said Testator's) Lifetime successively in the Order of their respective Births, for and during their respective Lives, and after the Decease of each such Son to the Use of the First and every other Son of each such Son successively according to Priority of Birth in Tail Male, in such Manner that the elder of such Sons of the said Fitzhardinge Berkeley Portman as aforesaid, and the First and other Sons successively in Tail Male of such elder Sons, should always take before and be preferred to the younger of such Sons of the said Fitzhardinge Berkeley Portman as aforesaid, and the First and other Sons successively in Tail Male of such younger Sons, and for default of such Issue to the Use of all and every other the Son and Sons of the said Fitzhardinge Berkeley Portman who should be born after his (the said Testator's) Decease successively in Tail Male, so that the elder of such other Sons and the Heirs Male of his Body should be always preferred to and take before the younger of such other Sons and the Heirs Male of his and their Body and Bodies, and for default of such Issue to the Use of the said Sir Thomas Dyke Acland, his Heirs and Assigns, for ever; and as to and concerning all such of his (the said Testator's) Messuages, Lands, and Premises as were of Copyhold or Leasehold Tenure, the said Testator directed that his said Trustees, their Heirs, Executors, Administrators, and Assigns, should stand possessed of and interested therein upon the same Trusts, Intents, and Purposes, and under and subject to the same Powers, Provisoes, and Agreements, as were therein declared concerning his said Freehold Lands and Hereditaments, as far as the Nature of the said Leasehold Premises respectively, and the Rules of Law and Equity, would permit, but so nevertheless that no Person who should take an Estate Tail in his said Freehold Property should take an absolute Property in the said Leasehold Property until he should attain the Age of Twenty-one Years, or die under that Age leaving Male Issue living at his Death or born in due Time afterwards; and the said Testator declared it to be his Will that every Tenant for Life therein-before named or referred to should hold the said Premises for his Life, without Impeachment of Waste, except voluntary Waste in Houses and Buildings, subject nevertheless to a Proviso therein contained in regard to the felling and cutting Timber, which Proviso was afterwards revoked by the said Testator, by

the Eighth Codicil to his said Will, dated the 6th Day of June 1850, whereby the said Testator declared that the said Arthur Henry Dyke Acland, and every other Tenant for Life for the Time being of his (the said Testator's) Estates, should be entitled to hold the same Estates without Restraint as to felling or cutting Timber; and the said Will contained a Power of jointuring to the Extent of Five hundred Pounds a Year, and a shifting Clause whereby the Limitations thereinbefore declared in favour of the said Arthur Henry Dyke Acland, Charles Arthur Williams Acland, Henry Wentworth Acland, Peter Leopold Dyke Acland, and Maurice Berkeley Portman, and of their respective Issue Male, were determined and made void in the event of any such Tenant for Life or in Tail as last aforesaid becoming entitled within the Period therein specified to the Title or Dignity of Baronet, then enjoyed by the said Sir Thomas Dyke Acland, or to the Dignity and Peerage then enjoyed by Edward Berkeley Lord Portman; and the said Testator thereby further declared, that every Person who should become entitled in Possession and to the Receipt of the Rents and Profits of the said Hereditaments and Premises, under or by virtue of the Limitations therein-before contained, should respectively take the Surname of Troute only, and bear the Arms of Troute, either alone or quartered with their respective Family Arms, as therein mentioned, with a shifting Clause in case of Noncompliance in manner therein mentioned; and the said Will contained Powers of Leasing all or any Part or Parts of the said Hereditaments and Premises, save and except the said Testator's Capital Messuage or Mansion House at Huntsham, and the Outbuildings, Gardens, Orchards, and Lands thereto belonging, or held and enjoyed therewith, for any Term of Years not exceeding Fourteen Years, as therein mentioned; and the said Testator gave and bequeathed unto the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, their Executors, Administrators, and Assigns, "all his Plate, Jewels, "Books, Library, Pictures, Drawings, Prints, Charts, Household "Furniture and Effects in and about his Capital Messuage at " Huntsham aforesaid, in trust to permit the Person or Persons who "for the Time being should be seised of or entitled to the same "Capital Messuage under the Limitations therein-before contained "to have the Use and Enjoyment thereof as Heirlooms, never to be " sold or disposed of or removed from the said Capital Messuage, but " so as that no one who might be Tenant in Tail of the same Capital "Messuage should take an absolute vested Interest in the said Heir-" looms until he should attain the Age of Twenty-one Years;" and the said Testator gave and bequeathed unto the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, their Executors, Administrators, and Assigns, all his Monies, Securities for Money, Goods, Chattels, and other Residuary Personal Estate and Effects whatsoever not thereby otherwise disposed of, upon trust, as soon as might

might be after his Decease, to get in, sell, and convert into Money all his said Residuary Personal Estate and Effects not already consisting of Money, and by and out of his Monies, and of the Money which should arise from such Sale, to pay and satisfy all his just Debts, Funeral and Testamentary Expenses, and the Legacies bequeathed by his said Will, or which he might thereafter bequeath by any Codicil or Codicils thereto; and as to the Surplus or Residue of the said Monies which should remain after answering the Purposes aforesaid, the said Testator declared his Will to be, and he thereby directed, that the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, or the Survivors or Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being thereof, should, as Opportunities occurred, and according to the best of their Discretion, lay out and invest the same in the Purchase of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments in England, and of Copyhold or Leasehold Estates or Hereditaments convenient to be held therewith, and settle and assure the same Hereditaments and Premises respectively so to be purchased as aforesaid in such Manner and Form and so that the same might be legally and effectually vested in the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, or the Survivors or Survivor of them, his Heirs, Executors, or Administrators, or such other Trustees or Trustee for the Time being as aforesaid, to such and the same Uses, upon such and the same Trusts, and subject to such and the same Powers, Provisoes, Conditions, and Restrictions in every respect as thereinbefore expressed and contained of and concerning the said Hereditaments and Premises therein-before given and devised to them as aforesaid, or as near thereto as the Deaths of Parties, the Change of Interests, the Nature of the Property, and other Circumstances would admit, and until such Purchase or Purchases as aforesaid should be made, upon trust to lay out and invest such surplus Money in their or his Names or Name in some of the Public Stocks or Parliamentary Funds of Great Britain, or upon Real or other good Securities in England, to be from Time to Time varied and transferred as they or he should think proper; and the said Testator declared that the Dividends, Interest, and Produce arising from such Stocks, Funds, and Securities should be paid to the Persons and for the Intents and Purposes to or for which the Rents, Issues, and Profits of the Hereditaments to be purchased with the said Monies would go or be payable or applicable in case such Purchase or Purchases and Settlement thereof as aforesaid were then actually made; and the said Testator further declared that his Will and Desire was, "that " all and every Person and Persons who, under the Limitations of his "Will, should be entitled to his Capital Messuage or Mansion House " at Huntsham aforesaid, then his Residence, should, after having " attained the Age of Twenty-one Years, live therein at least Six " Calendar

"Calendar Months in every Year, and keep the same in good Repair, "Order, and Condition, and the Outhouses and Appurtenances "thereto belonging, and in default thereof then the said Testator "declared that the Uses therein-before limited in favour of the "Person or Persons omitting to reside as aforesaid should cease "and be utterly void, and the said Hereditaments and Premises "should in such Case thereupon go to the Person or Persons next "beneficially entitled in Remainder under the Limitations therein-"before contained, in the same Manner as if the Person or Persons "whose Estate should so cease and become void, being Tenant or "Tenants for Life, was or were dead, or being Tenant or Tenants "in Tail was or were dead without Issue inheritable under such "Entail;" and the said Testator appointed the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock Executors of his said Will, and the said Will contained a Power of appointing new Trustees:

And whereas the said Testator duly made Thirteen Codicils to his said Will, which Codicils (with the Exception of the Eighth Codicil herein-before referred to, relating to the felling or cutting Timber,) did not in anywise revoke or alter his said Will so far as such Will is herein-before set forth: And whereas the said Edward Berkeley Troyte died on the 9th Day of May 1852, without having revoked or altered his said Will, except so far the same was revoked and altered by the said several Codicils thereto: And whereas the said Will and Codicies were duly proved on the 8th Day of June 1852, by the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, in the Prerogative Court of the Archbishop of Canterbury: And whereas upon the Death of the said Testator the said Arthur Henry Dyke Acland, as First Tenant for Life under the Limitations in the said Will contained, entered into the Possession of the Estates so devised by the said Will as aforesaid, and obtained a Royal Licence, dated the 13th Day of August 1852, and published in the "London Gazette" of the 27th Day of the same Month, authorizing him the said Arthur Henry Dyke Acland and his Issue to use the Name of Troyte in lieu of the Name of Acland, and to quarter the Arms of Troyte with the Arms of Acland, in accordance with the Direction in that Behalf contained in the said Will, and such Name and Arms have since been invariably used in accordance with such Licence: And whereas the said Arthur Henry Dyke Troyte died in the Month of June 1857: And whereas the said Arthur Henry Dyke Troyte had Issue Male other than his eldest Son Charles Arthur Williams Troyte, herein-before referred to as the said Charles Arthur Williams Acland, Three Sons, and no more, all born in the Lifetime of the said Testator, namely, Edward Augustine Acland, who was born in the Month of January 1845, and died in the Month of February following, John Edward Troyte, who was $\lceil Private. \rceil$ born

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born in the Month of February 1848, and Reginald Henry Dyke Troyte, who was born in the Month of June 1851: And whereas the said John Edward Troyte and Reginald Henry Dyke Troyte are now Infants and Bachelors: And whereas the said Charles Arthur Williams Troyte attained his Age of Twenty-one Years in the Month of May 1863, and in the Month of June 1864 intermarried with Katharine Mary Walrond Spinster, and there is Issue Male of such Marriage an only Son, an Infant and Bachelor, namely, Arthur Acland Troyte, who was born in the Month of March 1865: And whereas the said Henry Wentworth Acland has had Issue Male Seven Sons, and no more, all Infants and Bachelors, Three of whom were born in the Lifetime of the said Testator, namely, William Alison Dyke Acland, born in the Month of December 1847, Henry Dyke Acland, born in the Month of October 1850, Theodore Dyke Acland, born in the Month of November 1851, and Four of whom were born after the Death of the said Testator, namely, Herbert Dyke Acland, born in the Month of April 1855, Reginald Brodie Dyke Acland, born in the Month of May 1856, Francis Edward Dyke Acland, born in the Month of May 1857, and Alfred Dyke Acland, born in the Month of August 1858: And whereas the said Peter Leopold Dyke Acland has had Issue Male Three Sons, and no more, all of whom are Infants and Bachelors, and were born in the Lifetime of the said Testator, namely, Thomas Acland, born in the Month of July 1846, Benjamin Dyke Acland, born in the Month of August 1847, and Henry Dyke Acland, born in the Month of March 1850: And whereas the said Harry Thomas Grove is a Bachelor: And whereas the said Maurice Berkeley Portman has had Issue Male Three Sons, and no more, all of whom are Infants and Bachelors, and were born after the Death of the said Testator, namely, Berkeley Portman, born in the Month of April 1857, Maurice William Portman, born in the Month of October 1858, and Maurice Vidal Portman, born in the Month of March 1860: And whereas the said Charles Walter Albin Napier has had Issue Male Ten Sons, and no more, Two of whom died within a Year of their respective Births, namely, Walter Edward Gerard Napier, who was born in the Month of August 1846, and died in the Month of September following, and Martin Napier, who was born in the Month of June 1861, and died on the Day of his Birth, and of the Eight surviving Sons of the said Charles Walter Albin Napier Three were born in the Lifetime of the said Testator, namely, Walter Edward Napier, born in the Month of December 1847, Gerard Talbot Napier, born in the Month of December 1848, and Henry Goring Napier, born in the Month of January 1850, and Five were born after the Death of the said Testator, namely, Albin Charles Napier, born in the Month of August 1854, William Berkeley Napier, born in the Month of September 1855, Augustus Lionel Napier, born in the Month of December 1856, George Napier, born in the Month of June

June 1859, and Frederick Napier, born in the Month of September 1860: And whereas all of such Eight surviving Sons of the said Charles Walter Albin Napier are Infants and Bachelors: And whereas the said Henry William Berkeley Portman has had Issue Male Four Sons, and no more, all born in the Lifetime of the said Testator, namely, Edward Napier Berkeley Portman, born in the Month of March 1835, and who died abroad, a Bachelor, in the Month of February 1861, the Reverend Henry Fitzhardinge Berkeley Portman, born in the Month of October 1838, Augustus Berkeley Portman, born in the Month of June 1840, and Frederick William Berkeley Portman, born in the Month of March 1842, and who died abroad, a Bachelor, in the Month of August 1860: And whereas the said Henry Fitzhardinge Berkeley Portman is a Bachelor: And whereas the said Augustus Berkeley Portman in the Month of January 1864 intermarried with Fanny Lovett Cameron: And whereas there is no Issue Male of such Marriage: And whereas the said Gerard John Napier has had Issue Male Three Sons, and no more, all Infants and Bachelors, and born after the Death of the said Testator, namely, Alfred Gerard Napier, born in the Month of September 1860, Charles Lionel Napier, born in the Month of November 1861, and Gerard Codrington Napier, born in the Month of May 1863: And whereas the said Fitzhardinge Berkeley Portman has had Issue Male Three Sons, and no more, all Infants and Bachelors, and born after the Death of the said Testator, namely, Reginald Fitzhardinge Berkeley Portman, born in the Month of February 1853, Arthur Fitzhardinge Berkeley Portman, born in the Month of November 1859, and Philip Neville Berkeley Portman, born in the Month of October 1864: And whereas the gross Rental of the Estates so devised by the said Will as aforesaid, together with the Income arising from the Residuary Personal Estate of the said Testator, by the said Will directed to be laid out in the Purchase of Lands to be settled to the Uses of the said Will, amounts in round Numbers to Eight thousand five hundred Pounds a Year: And whereas the said Mansion House at Huntsham is an old Structure, and was originally ill and inconveniently constructed, and the Back Part thereof is now unfit for Habitation, and the Front and habitable Portion is insufficient for the Requirements of the Family of the resident Owner of the said Estates devised by the said Will: And whereas to repair the said Mansion House effectually and throughout would necessitate an entire Reconstruction of the Back Portion of the said Mansion House, and to keep the Premises sufficiently repaired would involve constant and very considerable annual Expenditure: And whereas the Site of the present Mansion House is inconvenient, the Churchyard of the Parish Church of Huntsham aforesaid being immediately in front of and within a Distance of Twenty-five Feet from the Windows of the Room now and

and heretofore used as the Drawing Room, and abutting on the Gravel Road used as an Approach to the said Mansion House, and the Ground in the immediate Rear of the said Mansion House rising abruptly and to a considerable Elevation, by reason whereof the same Mansion House is damp and unhealthy: And whereas, under the Circumstances aforesaid, the said Charles Arthur Williams Troyte is desirous that the existing Family Mansion of Huntsham Court should be pulled down, and that a new Messuage or Family Mansion, with suitable Stables, Offices, and Outbuildings, should be erected on the Site herein-after mentioned, and that the Materials of the existing Mansion House should, so far as practicable, be employed in and towards the Construction of such proposed new Mansion House: And whereas it has been estimated that the probable Cost of erecting a new Messuage or Family Mansion House, with the requisite Stables, Offices, Outbuildings, and Yards, suitable and appropriate for the Residential Mansion of the Person for the Time being entitled under the Limitations of the said Will to the Possession or the Receipt of the Rents and Profits of the Estates devised by the said Will, would amount to the Sum of Ten thousand Pounds or thereabouts, if the Materials of the present Mansion House were employed in the Construction of such proposed new Messuage or Family Marsion and Buildings; and the said Charles Arthur Williams Troyte has offered to pay to the Trustees or Trustee for the Time being of the said Will the Sum of Ten thousand Pounds, to be held by them as a Building Fund, to be applied in the Erection of such proposed new Messuage or Family Mansion and Buildings as aforesaid:

Bill of Complaint filed in Acland, Bart. v. Troyte, dated 21st April 1864.

And whereas the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, on the 21st Day of April 1864, filed their Bill of Complaint in the High Court of Chancery against the said Charles Arthur Williams Troyte and Henry Wentworth Acland, and John Edward Troyte, Reginald Henry Dyke Troyte, William Alison Dyke Acland, Henry Dyke Acland, Theodore Dyke Acland, and Herbert Dyke Acland, Infants under the Age of Twenty-one Years, as Defendants, thereby praying that it might be declared to be in accordance with the Trusts of the said Will, and conducive to the due Performance thereof, that a new Mansion House, with the necessary Buildings appurtenant thereto, might be erected upon some fit and eligible Site within the Parish of Huntsham aforesaid, upon the Terms herein-before mentioned, and that the Materials of the present Mansion House might be applied in the Construction thereof or otherwise, under the Direction of the said Court, and that it might be declared what Residence in the Mansion House at Huntsham aforesaid ought to be required in every Year from the adult Tenant for Life or in Tail of such Mansion House, so as to be a due Compliance with the Requisition in the said Will contained directing every such Adult Tenant for Life or in Tail to reside in the said Mansion

House

House at Huntsham for Six Calendar Months in every Year, and that proper Directions might be given as to the Residence of the said Defendant Charles Arthur Williams Troyte, the Tenant for Life of the Estates devised by the said Will, during such Period as should be required for the Construction of any new Mansion House which the said Court might direct or authorize to be built, and also in respect of the proper Custody and Preservation of the Effects bequeathed by the said Will as Heirlooms during such Period as aforesaid, and that if in the Opinion of the said Court the Relief by the said Bill sought or any Part thereof could only be obtained by an Application to the Legislature, then that all necessary Directions might be given as to the Manner of making such Application, and as to the proper Parties who ought to make or consent to such Application, and as to providing for the Costs of and incident to such Application:

And whereas, by an Order made in the said Cause, dated the 11th Order ap-Day of May 1864, Arthur Mills of 34, Hyde Park Gardens, in the Parish of Paddington, in the County of Middlesex, Esquire, was duly appointed Guardian ad litem of the said infant Defendants John Edward Troyte, Reginald Henry Dyke Troyte, William Alison Dyke Acland, Henry Dyke Acland, Theodore Dyke Acland, and Herbert Dyke Acland:

pointing Guardian of Infants, dated 11th May 1864.

And whereas the said Defendants to the said Suit, Charles Arthur Williams Troyte and Henry Wentworth Acland, and the said Arthur Mills, as such Guardian of the said infant Defendants as aforesaid, duly appeared thereto, and by a Decree made on the Hearing of the said Cause by his Honor the Vice-Chancellor Sir William Page Wood on the 20th Day of February 1865, an Inquiry was directed, "Whether " it was fit and proper that an Act of Parliament should be applied for, "and by whom, and at whose Expense, to sanction the Erection of a "Mansion House at Huntsham aforesaid, and whether upon the Site of

20th Feb. 1865.

Decree, dated

"the present Mansion House or upon some other and what Site, and "with or without a Parliamentary Declaration as to the Terms of Resi-"dence;" and it was ordered that if, upon making such Inquiry, it should be found to be fit and proper that an Act of Parliament should be applied for, then the Judge should approve and settle the Draft of the Bill for that Purpose:

And whereas by an Order made in the said Cause, dated the 28th Supplemen-Day of April 1865, the said Arthur Acland Troyte was made Party tal Order, Defendant to the said Cause:

And whereas by an Order made in the said Cause, dated the 1st Order Day of May 1865, the said Arthur Mills was duly appointed Guardian dated 1st ad litem of the said infant Defendant Arthur Acland Troyte:

And whereas the Chief Clerk of the said Vice-Chancellor, by his Chief Clerk's Certificate, dated the 5th Day of May 1865, certified as the Result of Certificate the Inquiry made in pursuance of the said Decree, and of the said Order of the 28th of April 1865, that it was fit and proper that an Act for this Act,

dated 28th April 1865. May 1865.

authorizing . Application

dated 5th May 1865.

of Parliament should be applied for by the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock, as the Trustees of the said Will, to sanction them as such Trustees in pulling down the existing Family Mansion of Huntsham Court at Huntsham aforesaid, and building a new Family Mansion on a fresh Site, Part of the Estates subject to the Limitations contained in the same Will, that is to say, on the Site coloured Yellow and marked E. in the Plan referred to in the Affidavit of George Wickenden Cumming and Benjamin Ferrey, filed on the 4th Day of April 1865, with a Parliamentary Declaration as to Terms of Residence, and that the Costs, Charges, and Expenses attending the obtaining and passing of the said Act should be paid by the Trustees or Trustee for the Time being of the said Testator's Will, either out of the Residuary Personal Estate (other than Leaseholds) for the Time being subject to the Trusts of the said Will, or out of any other Monies which were or should be liable to be laid out in the Purchase of Hereditaments, to be settled to the Uses, Limitations, or Trusts limited, declared, and expressed by the said Will, or out of Monies which might be raised by Mortgage under the Authority of the said Act, and the said Certificate was afterwards approved by his Honor Vice-Chancellor Sir William Page Wood, and was filed, and became absolute:

Order, dated 10th May 1865.

And whereas by an Order of the said Court of Chancery, dated the 10th Day of May 1865, and made in the said Cause by the said Vice-Chancellor, it was ordered that Powers of Sale and Exchange should be introduced into the Draft of the Bill directed by the said Decree to be submitted to Parliament:

Order, dated 15th Feb. 1866. And whereas by an Order made in the said Cause, dated the 15th Day of February 1866, the said Arthur Mills was appointed Guardian of the said John Edward Troyte and Reginald Henry Dyke Troyte, for the Purpose of consenting on their Behalf to the passing of the said Act, if the same shall appear to be for their Benefit:

Chief Clerk's further Certificate, dated 22d March 1866.

And whereas the said Chief Clerk of the said Vice-Chancellor by a further Certificate in the said Cause, dated the 22nd Day of March 1866, certified that, pursuant to the said Decree of the 20th Day of February 1865, and of the said recited Orders of the 28th Day of April 1865 and of the 10th Day of May 1865, the Draft of a Bill to be submitted to Parliament for an Act, to be intituled An Act for authorizing the Trustees of the Will of the Reverend Edward Berkeley Troyte, Doctor of Laws, deceased, to pull down the existing Family Mansion of Huntsham Court, and to build a new Family Mansion on a fresh Site on Part of the Estates subject to the Limitations of the same Will, situate in the Parish of Huntsham in the County of Devon, and for other Purposes, had been settled and approved by the Judge, and was identified by his Signature in the Margin thereof, and that the several Instruments, Statements, Facts, and Events recited in the Preamble of such Draft Bill had been proved

in the said Cause; and the said Certificate was afterwards approved by his Honor Vice-Chancellor Sir William Page Wood, and was filed and became absolute:

Wherefore Your Majesty's most dutiful and loyal Subjects the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock 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, as follows; that is to say,

- 1. This Act may be cited for any Purpose as "Troyte's Estate Short Title. Act, 1866."
- 2. The Costs and Expenses of and attending the passing of this Act Provision shall be paid by the said Charles Arthur Williams Troyte, his Executors or Administrators.

3. It shall be lawful for the said Charles Arthur Williams Troyte, Power for his Executors or Administrators, at any Time within Eight Years after the passing of this Act, or for other the Person for the Time being being entientitled by virtue of the Limitations contained in the said Will of the said Edward Berkeley Troyte to the Possession of or to the Receipt of the Rents and Profits of the Estates thereby devised, at any pay 10,0001. Time within Eight Years after the Time when he shall have become so into the entitled to the Possession or to the Receipt of the Rents and Profits of Chancery. the same Estates, if he shall at the Time of his becoming so entitled have attained the Age of Twenty-one Years, or if such Person shall be an Infant at the Time when he shall become so entitled as aforesaid, then at any Time within Eight Years after the Time when such Person shall have attained the Age of Twenty-one Years, to pay the Sum of Ten thousand Pounds into the Bank of England in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, to the Credit of the said. Cause Acland Baronet v. Troyte, "ex parte the Trustees of the Will " of Edward Berkeley Troyte deceased, in the Matter of Troyte's "Estate Act, 1866," pursuant to the Method prescribed by the Act passed in the Session of Parliament holden in the Twelfth Year of George the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the said Act of

4. The Court of Chancery may, upon a Petition to be presented Application to the Court in a summary Way, or upon an Application by Summons to the Judge at Chambers by the Trustees or Trustee for the Time Court. being of the said Will, herein-after called "the said Trustees or Trustee," from Time to Time order and direct that the Monies so to be paid into the Bank as aforesaid, or any Portion or Portions thereof,

the Twelfth Year of George the Second, Chapter Twenty-four.

for Costs and Expenses of Act.

the Person for the Time tled to the devised Estates to

of Money paid into

shall

shall be paid to the said Trustees or Trustee, to be by them or him applied in manner herein-after provided.

Interim Investments in Exchequer Bills.

5. The Monies so to be paid into the Bank as aforesaid shall, in the meantime and until the same shall be paid to the said Trustees or Trustee under and by virtue of the last preceding Section, be laid out in the Name of the Accountant General of the High Court of Chancery in the Purchase of Exchequer Bills, and the Interest arising upon or from such Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall be laid out in the Name of such Accountant General in the Purchase of other Exchequer Bills: Provided always, that such Court may make any such special or general Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of such Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which shall be so in the course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which shall respectively be paid off; and all such Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank in the Name of such Accountant-General, and shall there remain until the same shall, upon a Petition to be presented to the said Court in a summary Way, or upon an Application to the Judge at Chambers, by the said Trustees or Trustee, be ordered by the said Court to be sold by such Accountant General, in order that the Monies arising from such Sale may be paid to such Trustees or Trustee under and by virtue of the last preceding Section: Provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the Money originally laid out in Exchequer Bills, then and in that Case the Surplus which shall remain, after deducting the Amount of the Money originally laid out, and after discharging the Expenses of the Application to such Court relative to such Exchequer Bills, and all Costs, Charges, and Expenses whatsoever of the said Trustees or Trustee of and incident to the Premises, shall be paid to the Person or Persons who shall have paid the said Sum of Ten thousand Pounds into the Bank, as herein-before provided, or to the Representative or Representatives of such Person or Persons, as Part of his or their Personal Estate.

Trustees
authorized
to pull down
existing
Family
Mansion.

6. It shall be lawful for the said Trustees or Trustee, and they and he are and is hereby required and directed, within Four Years after the said Sum of Ten thousand Pounds shall have been paid into the Bank as aforesaid, to cause the existing Family Mansion or Dwelling House of *Huntsham Court*, situate in the Parish of *Huntsham*

in the County of *Devon*, and such of the Stables, Offices, and Outbuildings as cannot conveniently be used and enjoyed with the new Messuage or Family Mansion hereby authorized to be erected and built, to be pulled down and removed, and to cause such Parts of the Building Materials as it shall be deemed proper so to use to be used in or towards the building such new Messuage or Family Mansion as herein-after mentioned, and the Stables, Offices, and Outbuildings for the same.

7. It shall be lawful for the said Trustees or Trustee, and they Site on and he are and is hereby required and directed, within such Period of which new Four Years as aforesaid, to cause to be erected, built, made, and House to be completed upon the Site in that Behalf mentioned in the herein-before crected. recited Certificate dated the 5th Day of May 1865 of the Chief Clerk of the said Vice Chancellor, a Messuage or Family Mansion, and all such Stables, Offices, Outbuildings, and Yards as shall be proper and suitable to be held and occupied with such new Messuage or Family Mansion, and for effecting the Purposes aforesaid to retain, hire, or employ all such Persons as they or he shall think fit, and at such Salaries and Wages as they or he shall deem reasonable, and for all or any of the Purposes aforesaid to enter into such Contract or Contracts as they or he shall deem advisable; and, notwithstanding the Provisions to the contrary hereof in the said Will contained, the pulling down and removing of the existing Family Mansion or Dwelling House, Stables, Offices, and Outbuildings, hereby authorized to be pulled down and removed, and the erecting and building of the new Messuage or Family Mansion, Stables, Offices, Outbuildings, and Yards hereby authorized to be erected, shall not be deemed Waste, Spoil, or Destruction, either at Law or in Equity; provided that the Costs, Charges, and Expenses to be incurred by the said Trustees or Trustee in erecting, building, and completing the said Messuage or Family Mansion, Stables, Offices, Outbuildings, and Yards hereby authorized to be erected and built, shall not exceed the Amount applicable for such Purposes under the Provisions of this Act.

Mansion

- 8. The new Messuage or Family Mansion hereby authorized to be New Manerected and built shall be called and designated by the Name of sion House " Huntsham Court."
- 9. As soon as the said Sum of Ten thousand Pounds shall have Trustees to been paid into the Bank as aforesaid, the said Trustees or Trustee pay Costs shall thereout repay to the said Charles Arthur Williams Troyte, his Executors or Administrators, all and every the Sum or Sums Mansion of Money which the said Charles Arthur Williams Troyte, his and erecting Executors or Administrators, shall have paid in or towards the Mansion Payment and Discharge of the Costs and Expenses of and attending House.

to be called Huntsham Court.

of removing existing

the

[Private.]

the passing of this Act, as herein-before in that Behalf provided, but without any Interest in respect of any such Sum or Sums of Money so to be repaid, and shall pay and apply the Residue of the said Sum of Ten thousand Pounds in or towards the Payment and Discharge of the Costs, Charges, and Expenses to be incurred in pulling down and removing the existing Family Mansion of Huntsham Court, herein-after called "the existing Mansion," Stables, Offices, and Outbuildings hereby authorized to be pulled down and removed, and erecting, building, making, and completing the said new Messuage or Family Mansion, herein-after called "the new Mansion," Stables, Offices, Outbuildings, and Yards hereby authorized to be erected and built, and also the Costs, Charges, and Expenses of the Architects, Suveyors, and Agents to be employed by the said Trustees or Trustee in or about the several Works aforesaid, and all other Costs, Charges, and Expenses to be incurred by the said Trustees or Trustee in relation to the Premises, and shall pay the Surplus (if any) of the said Sum of Ten thousand Pounds which shall not have been applied or be applicable to any of the Purposes aforesaid to the Person by whom the same shall have been paid into the Bank as herein-before provided, or to his Executors or Administrators, as Part of his Personal Estate.

Power to Materials of existing Mansion of Huntsham Court.

10. It shall be lawful for the said Trustees or Trustee to sell and sell Building dispose of such Parts of the Materials of the existing Mansion, and the Stables, Offices, and Outbuildings hereby authorized to be pulled. down and removed as aforesaid, as it shall not be deemed expedient to use in the building of the new Mansion, or the Stables, Offices, Outbuildings, and Yards thereto, by Public Auction or Private Contract, as they or he shall think fit, and to pay or apply the Monies arising from such Sale in or towards the Payment and Discharge of the Costs, Charges, and Expenses to be incurred in the Erection and Completion of the said new Mansion, Stables, Offices, Outbuildings, and Yards: Provided always, that the said Trustees or Trustee shall stand possessed of and interested in all Monies arising from such Sale, and which shall not be applied as last aforesaid, upon such or the like Trusts, and for such or the like Intents and Purposes, as are in and by the said Will expressed, declared, and contained of and concerning the Surplus or Residue of the Monies to arise from the Sale and Conversion of the said Testator's Residuary Personal Estate.

Power for the Trustees, to apply out of the Testator's Estate any Sum not exceeding One thou-

11. In case the said Trustees or Trustee shall, in their or his Discretion, consider that a further Sum of Money may be advantageously expended in the Erection, building, or Completion of the said new Mansion, or the Stables, Offices, Outbuildings, and Yards thereto, over and above the Amounts already made applicable for that Purpose by virtue of the Provisions of this Act, it shall be lawful for

the said Trustees or Trustee, at any Time within Four Years after the said Sum of Ten thousand Pounds shall have been paid into the Bank as aforesaid, to apply or appropriate, either out of the Residuary Mansion. Personal Estate (other than Leaseholds) for the Time being subject to the Trusts of the said Will, or out of any other Monies which are or shall be liable to be laid out in the Purchase of Hereditaments to be settled to or upon the Uses, Limitations, or Trusts limited, declared, or expressed by the said Will, any Sum or Sums of Money not exceeding in the whole the Principal Sum of One thousand Pounds in or towards the Erection, building, or Completion of such new Mansion, Stable, Offices, Outbuildings, and Yards: Provided Provision as always, that from and after the Time when any Sum shall be so to Repay. applied or appropriated under the Power lastly herein-before con-Sum so tained, the said Trustees or Trustee shall, out of the Rents and applied. Profits of the Estates devised by the said Will, receive or raise, yearly and every Year, during the Period of Ten Years, to be computed from the Time of the Application or Appropriation of any such Sum as aforesaid, One Tenth Part of the Amount of the actual Sum or Sums so applied or appropriated under the Power lastly herein-before contained, and shall stand possessed of and interested in such annual Sum, when and as the same shall be received or raised by them or him as herein-before provided, upon such or the like Trusts, and for such or the like Intents and Purposes, as are in and by the said Will expressed, declared, and contained of and concerning the Surplus or Residue of the Monies to arise from the Sale or Conversion of the said Testator's Residuary Personal Estate; and for better enabling the said Trustees or Trustee to raise such annual Sum as aforesaid out of the Rents and Profits of the said Estates, they or he shall have Power, from Time to Time as Occasion may require, to enter into or upon the said Estates or any Part thereof, and to receive the Rents and Profits thereof, until the annual Sum or Sums so required shall be paid.

sand Pounds in Completion of new

ment of any

12. It shall be lawful for the said Trustees or Trustee, as soon as Power for conveniently may be after the said Sum of Ten thousand Pounds Trustees to shall have been paid into the Bank as aforesaid, at the Costs and Heirlooms. Charges of the said Charles Arthur Williams Troyte or other the Person for the Time being entitled by virtue of the Limitations contained in the said Will to the Possession or to the Receipt of the Rents and Profits of the Estates thereby devised, to remove all the Plate, Jewels, Books, Library, Pictures, Drawings, Prints, Charts, Household Furniture, and Effects which are now in or about the existing Mansion (and which Articles and Premises were by the said Will bequeathed as Heirlooms, never to be sold or disposed of, or removed from the said Family Mansion as aforesaid,) from the existing Mansion, and at the like Costs and Charges to enter into such Arrangements, and make such Provisions, and take such Steps and Proceedings,

Proceedings, as he or they, in his or their absolute Discretion, shall think fit, proper, or desirable to be entered into, made, and taken for the due Custody, Protection, and Preservation of the said Articles and Premises so devised as Heirlooms as aforesaid, during the Period which will elapse between the pulling down of the existing Mansion and the completing of the new Mansion; and upon the Completion of such new Mansion the said Trustees or Trustee shall cause all such Articles and Premises so bequeathed as Heirlooms as aforesaid to be permanently removed into such new Mansion: Provided always, that as to such of the said Articles and Premises as shall consist of Household Furniture and Effects, it shall be lawful for the said Trustees or Trustee, at the Request in Writing of the said Charles Arthur Williams Troyte, or other the Person for the Time being entitled, under the Trusts of the said Will, to the Use and Enjoyment of the said Articles and Premises, if such Person shall have attained the Age of Twenty-one Years, or at the Request in Writing of the Guardian or Guardians of any such Person so for the Time being entitled to the Use and Enjoyment of the said Articles and Premises who shall be under the Age of Twenty-one Years, to sell and dispose of any of such of the said Articles and Premises as shall consist of Household Furniture and Effects, which the said Trustees or Trustee shall in their and his absolute Discretion consider to be inappropriate or unsuitable for the new Mansion, or as otherwise desirable and proper to be sold, and shall stand possessed of and interested in the Monies (if any) to arise from such Sale or Sales, upon such or the like Trusts and for such and the like Intents and Purposes as are in and by the said recited Will expressed, declared, and contained of and concerning the Surplus or Residue of the Monies to arise from the Sale and Conversion of the said Testator's Residuary Personal Estate.

Provision for the In-· surance of · Heirlooms, when so removed, until they shall be permain the new Mansion House.

13. When and as soon as the said Articles and Premises so bequeathed as Heirlooms as aforesaid shall be removed from the existing Mansion, and until the said Articles and Premises shall be permanently removed into the new Mansion, it shall be lawful for the said Charles Arthur Williams Troyte, or other the Person for the Time being entitled under the Trusts of the said Will to the Use and nently placed Enjoyment of the said Articles and Premises, in case such Person shall have attained the Age of Twenty-one Years, and in case such Person shall be under the Age of Twenty-one Years, then for the Guardian or Guardians of any such infant Person as last aforesaid, and they and he are and is hereby required, to cause or procure to be insured against Loss or Damage by Fire the said Articles and Premises, and to keep the same insured, in some or One of the Public Offices in London or Westminster for Insurance against Fire, in the Names or Name of the said Trustees or Trustee, and in such Sum or Sums

Sums as shall be deemed ample and sufficient for that Purpose by the said Trustees or Trustee.

14. As soon as the said Sum of Ten thousand Pounds shall have been paid into the Bank as aforesaid, neither the said Charles Arthur Williams Troyte, nor any other Person for the Time being entitled by virtue of the Limitations contained in the said Will to the Possession or to the Receipt of the Rents and Profits of the Estates thereby devised, shall incur a Forfeiture of the same Estates by reason of his Life or in or their Noncompliance with the Clause or Condition in the said Will contained whereby all and every Person and Persons who, under the Limitations of the said Will, shall be entitled to the said Testator's Capital Messuage or Mansion House at Huntsham aforesaid, are required, under a Penalty of Forfeiture of the same Estates, to live therein after having attained the Age of Twenty-one Years for Six Calendar Months in every Year, and to keep the same and the Out- Hunstham houses and Appurtenances thereto belonging in good Repair, Order, Court. and Condition: Provided always, that from and after the passing of Period of this Act every adult Tenant for Life or in Tail of the said existing Residence defined. Mansion House at *Huntsham* aforesaid who shall reside therein for the Period of One hundred and eighty-three Days, consecutive or otherwise, in the current Year, computing from the First Day of January to the Thirty-first Day of December, both inclusive, shall be deemed to have resided in the said Mansion House for the Period of Six Calendar Months in such current Year, and to have fully complied with the Clause or Condition in the said Will contained and lastly herein-before referred to.

After the Sum of $10,000l.\,{\rm shall}$ have been paid into Court, no Tenant for Tail to incur a Forfeiture of devised Estates by reason of Non-residence in existing Mansion of

15. From and after the Time when the new Mansion shall have been completed and rendered fit for Habitation, and so long as the Uses limited by the said Will shall be subsisting and undetermined, the said Charles Arthur Williams Troyte, and every other the Person who, under the Limitations contained in the said Will, shall for the Time being be beneficially entitled, as Tenant for Life or in Tail, to the Possession of or to the Receipt of the Rents and Profits of the Estates thereby devised in strict Settlement as aforesaid, shall, after having attained the Age of Twenty-one Years, live and reside in such new Mansion at least One hundred and eighty-three Days, consecutive Estates. or otherwise, in every Year, computing from the First Day of January to the Thirty-first Day of December, both inclusive, and keep the same in good Repair, Order, and Condition, and the Stables, Offices, Outbuildings, and Yards and Appurtenances thereto belonging; and in default thereof the Uses in and by the said Will limited in favour of the Person or Persons omitting to reside in the said new Mansion as aforesaid shall cease and be utterly void, and the Hereditaments and Premises by the said Will devised in strict Settlement as afore-[Private.] said

Tenant for Life or in Tail of devised Estates omitting to reside in the Mansion House for 183 Days in every Year to incur a Forfeiture of same

said shall in such Case thereupon go to the Person or Persons next beneficially entitled in Remainder under the Limitations in the said Will contained, in the same Manner as if the Person or Persons whose Estate should so cease and become void, being Tenant or Tenants for Life of the same Hereditaments and Premises, was or were dead, or being Tenant or Tenants in Tail of the same Hereditaments and Premises, was or were dead without Issue inheritable under such Entail.

The Party in beneficial Enjoyment of devised Estates to keep the new Mansion House in repair, and to insure the same.

16. From and after the Time when the new Mansion, Stables, Offices, and Outbuildings hereby authorized to be erected and built shall have been completed and finished, and so long as the Uses limited by the said Will shall be subsisting undetermined, it shall be lawful for the said Charles Arthur Williams Troyte, or other the Person for the Time being entitled by virtue of the Limitations contained in the said Will to the Possession or to the Receipt of the Rents and Profits of the Estates thereby devised, in case such Person shall have attained the Age of Twenty-one Years, and in case such Person shall be under the Age of Twenty-one Years then for the Guardian or Guardians of any such infant Person as last aforesaid, and they and he are and is hereby required and directed to keep the said new Mansion, Stables, Offices, and Outbuildings in good tenantable Repair and Condition during all their respective Estates and Interests therein, and also to keep the same Premises insured in some or One of the Public Offices in London or Westminster for Insurance against Fire, in the Names or Name of the said Trustees or Trustee, in the Sum of Ten thousand Pounds; and the said Parties respectively, and their Real and Personal Representatives, to the full Extent of their Assets, shall be answerable to all Parties entitled to or interested in the Premises in Remainder or Reversion, for the full Performance of the Duties hereby reposed in them.

To whom Insurance Money payable in case of Fire, and how to be applied.

17. In case the Buildings for the Time being so insured under and by virtue of the last preceding Section shall be destroyed or damaged by Fire, then and so often as any such Case shall happen the Money payable on the Policies or Policy respectively whereby such Buildings are so insured shall be payable and paid to the said Trustees or Trustee, who in respect of the Purposes of this Act shall be deemed to have a sufficient Interest in such Insurances or Insurance to enable them or him to sue on the Policies or Policy thereof; and they and he from Time to Time shall pay and apply the Monies which for the Time being they shall actually receive by virtue of such Policies or Policy in or towards substantially rebuilding, repairing, or otherwise reinstating the Buildings for the Time being destroyed or damaged by such Fire, and they and he for those Purposes shall have and are hereby invested with the same or the like Powers which are herein-before given to them and him by the Sixth and Eighth Sections of this Act.

18. Pro-

18. Provided always, That the said Trustees or Trustee shall not Indemnity be concerned to see that any such Insurance or Insurances as herein- to Persons before respectively authorized or directed to be effected as aforesaid in whose Names has or have actually been effected or made, or that the same respec- Policies tively is or are continued, and they or he shall not be answerable for the same respectively not having been effected or continued, and that they or he shall not, until sufficient Funds shall have been placed within their Power, be compellable to take any Proceeding or Step for or towards the Recovery of the Monies respectively assured by the Policy or Policies of any such Insurance or Insurances as aforesaid.

19. In case any Tenant for Life for the Time being entitled under Proviso the Limitations of the said Will to the Receipt of the Rents and as to any Tenant for Profits of the Estates thereby devised shall be duly elected a Member Life of the of Parliament, and shall by reason of such Election be necessarily devised absent from the said existing Mansion, or from the said new Mansion, shall be and in attendance in London, then and in such Case, and as often as the same shall happen, it shall, notwithstanding the Clause or Con- Parliament. dition in the said Will contained as to the Forfeiture of the Estates thereby devised by any adult Tenant for Life for the Time being entitled under the Limitations of the same Will to the Receipt of the Rents and Profits of the same Estates who shall neglect to reside in the existing Mansion for Six Calendar Months in every Year, and notwithstanding the Provisions herein-before contained by virtue of which such Tenant for Life as aforesaid will incur a Forfeiture of the same Estates in case he shall neglect to reside in the new Mansion after the same shall have been completed, be lawful for the High Court of Chancery, and the said Court is hereby authorized, on Petition, to be presented in a summary Way, or upon a Summons in Chambers, before any of the Judges of the same Court, by any such Tenant for Life as aforesaid, and upon such Proof of Facts as the said Court shall consider sufficient, to make an Order dispensing with the Residence of any such Tenant for Life as aforesaid, either in the existing Mansion or in the new Mansion (as the Case may be), for any Number of Days, consecutive or otherwise, not exceeding in any Case for any One Year, computing as aforesaid, Ninety-six Days, over and above the One hundred and eighty-two Days during which, under the Provision herein-before contained, such Tenant for Life would be at liberty to be absent from the said existing Mansion, or from the said new Mansion, as the Case may be; and it shall be lawful for the said Court, and the said Court is hereby authorized, from Time to Time, upon such Application as last aforesaid, and upon such Proof of Facts as aforesaid, to make a fresh Order in the Premises as to the said Court shall seem fit; and no Forfeiture of the Estates devised by the said Will shall, either under the Clause or Condition in that Behalf contained in the said Will, or under the Provisions

Estates who elected a

Provisions of this Act, be incurred by any such Tenant for Life as aforesaid in consequence of any such Tenant for Life neglecting or omitting to reside either in the existing Mansion or in the new Mansion (as the Case may be) during the Period to be specified in any such Order.

In case of Ill-health the Court of Chancery may permit any Tenant for Life of devised Estates to reside abroad, and give special Directions as to the Period of Residence of such Tenant for Life in existing or new Mansion.

20. In case any adult Tenant for Life for the Time being entitled under the Limitations of the said Will to the Receipt of the Rents and Profits of the Estates thereby devised, or in case the Wife or any Child of any such Tenant for Life shall be in weak or delicate Health, so that a continuous or temporary Residence either in some Part of the United Kingdom other than the Parish of Huntsham aforesaid, or abroad, shall be deemed to be necessary for the Health of any such Tenant for Life as aforesaid, or of his Wife or Child, then and in such Case, and as often as the same shall happen, it shall, notwithstanding the Clause or Condition in the said Will contained, and the Provisions of this Act in the last preceding Section referred to, be lawful for the High Court of Chancery, and the said Court is hereby authorized, upon Petition to be presented in a summary Way, or upon a Summons in Chambers before any of the Judges of the said Court, by any such Tenant for Life as aforesaid, and upon such Proof of Facts as the said Court shall consider sufficient, to make an Order dispensing with the Residence of any such Tenant for Life as aforesaid, either in the existing Mansion or in the new Mansion (as the Case may be), for any Period not exceeding Twelve Months, to be specified in such Order; and it shall be lawful for the said Court, and the said Court is hereby authorized, from Time to Time, upon such Application as last aforesaid, and upon such Proof of Facts as aforesaid, to extend or renew any such Order as aforesaid, or to make a fresh Order in the Premises, as to the said Court shall seem fit; and no Forfeiture of the Estates devised by the said Will shall, either under the Clause or Condition in that Behalf contained in the said Will, or under the Provisions of this Act, be incurred by any such Tenant for Life as aforesaid in consequence of any such Tenant for Life neglecting or omitting to reside either in the existing Mansion or in the new Mansion (as the Case may be) during the Period so to be specified in any such Order.

Powers of Sale and Exchange.

21. It shall be lawful for the said Trustees or Trustee, at any Time or Times hereafter, at the Request and by the Direction in Writing of the Person for the Time being entitled by virtue of the Limitations contained in the said Will to the Possession or to the Receipt of the Rents and Profits of the Estates thereby devised, or any Part thereof, provided he shall have attained the Age of Twenty-one Years, and during the Minority of such Person, at the Discretion of the said Trustees or Trustee, to sell or exchange for other Manors,

Lands,

Lands, or Hereditaments in England or Wales all or any of the Freehold, Copyhold, or Leasehold Estates, Hereditaments, and Premises for the Time being subject to the Limitations of the said Will, except the existing Mansion or the Site of the said existing Mansion after the same shall have been pulled down, by virtue of the Provisions of this Act, and also except the new Mansion, and the Gardens, Pleasure Grounds, and Appurtenances thereof, and upon such Exchange to give or receive any Money for Equality of Exchange; and any such Sale as aforesaid may be made by Public Auction or Private Contract; and the Trustees or Trustee acting in the Execution of this Power shall have Authority to insert any such special or other Stipulations, either as to Title or Evidence of Title or otherwise, in any Conditions for Sale or Contract of Sale or Exchange as they or he shall think fit, and shall have Power from Time to Time to buy in, or to rescind or vary, upon such Terms as they or he shall think fit, any Contract for Sale of the same Estates, Hereditaments, and Premises, or any Part thereof, and to resell the Estates, Hereditaments, and Premises bought in, without being responsible for any Loss which shall be occasioned thereby; and it shall be lawful for the said Trustees or Trustee to apply any Money to arise from any such Sale, or to be received for Equality of Exchange, in Payment of any Sum payable by them or him for Equality of Exchange, and also to raise by Mortgage of the Hereditaments to be received in Exchange, or a sufficient Part thereof, any Monies by them or him agreed to be paid for Equality of Exchange, and also for the Purpose of effectuating any such Sale or Exchange as aforesaid, at such Request, and by such Direction or at such Discretion as aforesaid, by any Deed or Deeds absolutely to revoke all or any of the Uses, Limitations, Estates, Trusts, Powers, and Provisions limited, expressed, and declared in and by the said Will, or to be limited under the Powers of jointuring therein contained, so far as the same relate to the Estates, Hereditaments, and Premises so to be sold or exchanged, or any Part thereof (save and except any Leases granted under any Power of leasing contained in the said Will), and by the same or any other Deed or Deeds to limit, declare, and appoint such Use or Uses, Estate or Estates, Trust or Trusts of the Estates, Hereditaments, and Premises the Uses and Trusts of which shall be so revoked as it shall be thought necessary or expedient to limit, declare, direct, or appoint in order to effectuate such Sale or Exchange as aforesaid.

22. The said Trustees or Trustee shall lay out and invest all or Application any Monies which shall arise by any such Sale or Exchange as aforesaid, and which shall remain after Payment of the Costs and Expenses of and attending the obtaining and passing of this Act as herein-after provided, in the Purchase of Hereditaments in Fee Simple in Possession in England or Wales, or of Copyhold Hereditaments for a Customary | Private. |

of Monies arising by Sale and Exchange.

Customary Estate of Inheritance in Fee Simple, convenient to be held with such Freehold Hereditaments, or with any the Estates, Hereditaments, and Premises for the Time being subject to the Uses and Trusts limited and declared by the said Will, yet so as that every such Purchase be made at such Request and by such Direction, or at such Discretion, as required in the event of any Exercise of the Powers of Sale and Exchange herein contained; and all the Hereditaments so to be purchased or received in Exchange as aforesaid shall be settled or assured to such and the same Uses, upon such and the same Trusts, and with, under, and subject to such and the same Powers, Provisoes, and Declarations as the Hereditaments so sold or given in Exchange would have been limited or subject to under or by virtue of the said Will and of this Act in case the same Hereditaments had not been sold or given in Exchange, or as near thereto as the Deaths of Parties, the Nature of the Tenure, and other Circumstances will admit; and any Hereditaments which may be purchased or received in Exchange as aforesaid may be taken subject to any special Conditions or Stipulations as to Title or otherwise, if the said Trustees or Trustee shall see fit; and until the Money to arise by any such Sale or Exchange as aforesaid shall be disposed of, or laid out in the Manner herein-before mentioned, it shall be lawful for the said Trustees or Trustee, at their or his Discretion, to invest such Money or any Part thereof in their or his Names or Name either in the Parliamentary Stocks or Public Funds of Great Britain, or on Government or Real Securities in England or Wales, but not in Ireland, with full Power from Time to Time to vary and transpose the said Stocks, Funds, and Securities for other Stocks, Funds, and Securities of the like Nature, as often as the said Trustees or Trustee shall think proper; and the Interest, Dividends, and annual Income of such Stocks, Funds, and Securities shall be paid and applied in the same Manner as the Rents and Profits of the Estates, Hereditaments, and Premises to be purchased therewith would from Time to Time be payable or applicable if such Purchase were then made.

Act to extend to detend to devised Copy holds and Leaseholds.

23. The several Powers and Provisions in this Act contained shall be applicable to all Copyhold and Leasehold Hereditaments devised or bequeathed by the said Will, so far as the different Nature of the Property and other Circumstances will admit.

Provision for raising Money by way of Mortgage.

and the second second

24. The said Trustees or Trustee may, with the Sanction of the Court of Chancery, to be obtained in the said Suit, at any Time within Four Years after the said Sum of Ten thousand Pounds shall have been paid into the Bank as aforesaid, (in case they or he shall not, at the Time of such Application to the said Court of Chancery have exercised the Power conferred on them or him by the Eleventh Section

Section of this Act,) by Mortgage or Mortgages, with or without Power of Sale, of any of the Estates, Hereditaments, and Premises for the Time being subject to the Limitations of the said Will, raise any Sum or Sums of Money not exceeding in the whole the Principal Sum of One thousand Pounds which the said Trustees or Trustee shall in their or his Discretion consider proper or expedient to be raised for the Purpose of the Erection, building, and Completion of the Buildings and Works authorized by this Act, and in aid of the Sums made applicable for such Purposes under the Ninth and Tenth Sections of this Act, and may apply every such Sum or Sums so to be raised by Mortgage or Mortgages as aforesaid in or towards the Erection, building, and Completion of the said new Mansion, or the Stables, Offices, Outbuildings, and Yards thereto: Provided always, that as soon as the said Court of Chancery shall have sanctioned the raising of any Sum or Sums of Money as lastly herein-before provided then the Power conferred on the said Trustees or Trustee by the Eleventh Section of this Act shall thereupon absolutely cease and determine.

25. For the Purpose of effecting any Mortgages by this Act Power of empowered to be made, the said Trustees or Trustee may have and execute the like Powers of Revocation of the Uses of the said Will as to the Estates, Hereditaments, and Premises so to be mortgaged ment for as are herein-before given under the Powers of Sale and Exchange such Mortherein-before contained.

Revocation and new Appointeffecting gages.

26. The Person for the Time being entitled under the Limitations The Tenant contained in the said Will to the actual Possession or to the Receipt for Life to of the Rents and Profits of the Estates thereby devised shall pay and the Interest keep down all Interest becoming due in respect of the Principal Sum or Sums of Money secured and due by virtue of any Mortgage or Mortgages made under the Powers of this Act of any Hereditaments in respect of which he shall be so entitled as aforesaid; and the said to pay off Trustees or Trustee shall, out of the same Rents and Profits, and by means of out of the annual Income of any Sinking Fund which shall be created a Sinking Fund. under the following Provisions, and shall for the Time being be subsisting, yearly and every Year receive or raise One Tenth Part of the Amount of the whole Principal Sum raised on the Security of such Mortgage or Mortgages, and apply the same in or towards the Reduction of such Principal Sum, either by direct Payment to the Mortgagee or Mortgagees, if he or they shall consent, or shall be under any Agreement or otherwise bound to receive the same, or by the Creation of a Sinking Fund for that Purpose, the Creation, Management, and Disposal of which Sinking Fund shall be under the Direction of the said Court of Chancery, to be obtained by such Trustees or Trustee in a summary Way by Motion, Petition, or Summons,

keep down of the Mortgage Debts, and the Trustees the Principal

Summons, to the end that the whole of the Principal Sum raised on the Security of such Mortgage may be discharged, with the Interest thereof, out of such Rents and Profits and annual Income, within or at the Expiration of a Period of Ten Years from the Time of the borrowing thereof and for better enabling the said Trustees or Trustee to raise such Sum or Sums as aforesaid out of the Rents and Profits of the said Hereditaments, they or he shall have Power to enter into or upon the said Hereditaments or any Part thereof, and to receive the Rents and Profits thereof until the Sum or Sums so required shall be paid.

Except as aforesaid, Limitations, &c. of Will not to be affected.

27. Except as aforesaid, this Act shall not, nor shall anything herein contained, be construed or deemed to prejudice or affect any of the Limitations, Uses, Powers, Provisoes, Directions, Declarations, or Purposes of the said Will.

Reimbursement of Trustees. 28. It shall be lawful for the said Trustees or Trustee, with and out of the Residuary Personal Estate other than Leaseholds for the Time being subject to the Trusts of the said Will, or with and out of the Monies which shall come to their respective Hands by virtue of this Act, to retain to and reimburse themselves respectively, and also to allow to the other or others of them, all such Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at or put to in or about the Execution of the Powers of this Act or in relation thereunto.

General Saving.

29. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every Person, Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the several Lands, Monies, and Premises to which the Provisions of this Act are intended to apply, or any of them or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Persons excepted from General Saving.

30. The following Persons are excepted out of the General Saving in this Act contained; that is to say, Charles Arthur Williams Troyte and the said Arthur Acland Troyte, and every Son hereafter to be born of the said Charles Arthur Williams Troyte, and the Heirs Male of the Body of every such Son, and the Heirs Male of the Body of the said Arthur Acland Troyte, and the said John Edward Troyte and Reginald Henry Dyke Troyte, and their respective First and other Sons, and the Heirs Male of the Body of every

every such Son, and the said Henry Wentworth Acland; and the said William Alison Dyke Acland, Henry Dyke Acland, and Theodore Dyke Acland, and the respective First and other Sons of the said William Alison Dyke Acland, Henry Dyke Acland, and Theodore Dyke Acland, and the Heirs Male of the Body of every such Son; and the said Herbert Dyke Acland, Reginald Brodie Dyke Acland, Francis Edward Dyke Acland, and Alfred Dyke Acland, and the Heirs Male of their respective Bodies, and every Son hereafter to be born of the said Henry Wentworth Acland, and the Heirs Male of the Body of every such Son; and the said Peter Leopold DykeAcland, and the said Thomas Acland, Benjamin Dyke Acland, and Henry Dyke Acland, and the respective First and other Sons of the said Thomas Acland, Benjamin Dyke Acland, and Henry Dyke Acland, and the Heirs Male of the Body of every such Son, and every Son hereafter to be born of the said Peter Leopold Dyke Acland, and the Heirs Male of the Body of every such Son; and the said Harry Thomas Grove, and his First and every other Son, and the Heirs Male of the Body of every such Son; and the said Maurice Berkeley Portman, and the said Berkeley Portman, Maurice William Portman, and Maurice Vidal Portman, and the Heirs Male of their respective Bodies, and every Son hereafter to be born of the said Maurice Berkeley Portman, and the Heirs Male of the Body of every such Son; and the said Charles Walter Albin Napier, and the said Walter Edward Napier, Gerard Talbot Napier, Henry Goring Napier, and the respective First and other Sons of the said Walter Edward Napier, Gerard Talbot Napier, and Henry Goring Napier, and the Heirs Male of the Body of every such Son; and the said Albin Charles Napier, William Berkeley Napier, Augustus Lionel Napier, George Napier, and Frederick Napier, and the Heirs Male of their respective Bodies, and every Son hereafter to be born of the said Charles Walter Albin Napier, and the Heirs Male of the Body of every such Son; and the said Henry William Berkeley Portman, and the said Henry Fitzhardinge Berkeley Portman, and Augustus Berkeley Portman, and the respective First and other Sons of the said Henry Fitzhardinge Berkeley Portman and Augustus Berkeley Portman, and the Heirs Male of the Body of every such Son, and every Son hereafter to be born of the said Henry William Berkeley Portman, and the Heirs Male of the Body of every such Son; and the said Gerard John Napier, and the said Alfred Gerard Napier, Charles Lionel Napier, and Gerard Codrington Napier, and the Heirs Male of their respective Bodies, and every other Son hereafter to be born of the said Gerard John Napier, and the Heirs Male of the Body of every such Son; and the said Fitzhardinge Berkeley Portman, and the said Reginald Fitzhardinge Berkeley Portman, Arthur Fizhardinge Berkeley Portman, Philip Neville Berkeley Portman, and the Heirs Male of their respective Bodies, and every other [Private.]

other Son hereafter to be born of the said Fitzhardinge Berkeley Portman, and the Heirs Male of the Body of every such Son; and the said Sir Thomas Dyke Acland and his right Heirs; and the said Sir Thomas Dyke Acland, Harry Thomas Grove, and George Bullock; and all other the Trustees or Trustee under the said Will of the said Edward Berkeley Troyte, and all other Persons to whom any Estate, Right, or Interest has been devised or limited, or has descended and devolved, or shall descend or devolve, under the Uses, Limitations, or Trusts of the said Will of the said Edward Berkeley Troyte.

Act as printed by Queen's Printers to

31. This Act shall not be a Public Act, but 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 be Evidence. thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:

Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1866.