



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 31.

An Act for vesting Parts of the Estates of *William Devaynes* Esquire, deceased, in Trustees, upon trust to be sold; and for paying off a Mortgage Debt of Eight thousand two hundred Pounds due to *James Parkinson* Esquire, out of the first Purchase Monies; and for laying out the Residue of the Purchase Monies, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled to the same Uses.

[6th August 1844.]

WHEREAS *William Devaynes*, late of *Dover Street* in the County of *Middlesex*, Esquire, deceased, being at the Date of his Will, and from thence to the Day of his Decease, seised of or well entitled to the Hereditaments herein-after described and comprised in the First and Second Schedules to this Act annexed, and also of or to the Hereditaments conveyed or intended to be conveyed to *Robert Nicholson Bruce* and *Edward Hosier Williams*, herein-after mentioned, by the herein-after recited Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, duly made and published his last Will and

Will of
William
Devaynes,
Esquire,
deceased,
dated 15th
June 1808.

[Private.]

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Testament

Codicil,
17th June
1808.

Testament in Writing, bearing Date the Fifteenth Day of *June* One thousand eight hundred and eight, and duly executed and attested so as to pass Freehold Estates of Inheritance, and thereby, after bequeathing to the Persons therein mentioned Four several Annuities of Six hundred Pounds, Three hundred Pounds, Two hundred Pounds, and Fifteen Pounds, which have since ceased, gave and devised unto *William Noble*, *Samuel Pepys Cockerill*, and *Frederick Booth*, Esquires, their Heirs and Assigns, all his Manors, Messuages, Lands, Tenements, and Hereditaments, and all and singular other the Real Estates whatsoever and wheresoever, of or to which he or any Person or Persons in trust for him was or were entitled for an Estate of Freehold and Inheritance, or of Freehold only, in possession, reversion, remainder, or expectancy, or of which he had Power to dispose by that his Will, with the Rights, Members, and Appurtenances, to hold the same unto and to the Use of the said *William Noble*, *Samuel Pepys Cockerill*, and *Frederick Booth*, their Heirs and Assigns for ever, upon and for the Trusts, Intents, and Purposes therein-after declared concerning the same, which were revoked by the Codicil herein-after recited; and the said Testator appointed the said *William Noble*, *Samuel Pepys Cockerill*, and *Frederick Booth* Executors of his said Will: And whereas the said *William Devaynes* duly made and published a Codicil to his said Will, bearing Date the Seventeenth Day of *June* One thousand eight hundred and eight, also duly executed and attested so as to pass Freehold Estates of Inheritance, and did thereby annul and revoke all and singular the said Trusts, Intents and Purposes, Powers, Provisoos, and Declarations, by his said Will limited and declared; and he thereby declared his Will and Mind to be, that his said Real Estate so given and devised in and by his said Will should be and be considered as given and devised, and he did thereby give, devise, and confirm the same, to the said Trustees, their Heirs and Assigns, upon trust, by and out of the Rents, Issues, and Profits of the same, to levy, raise, and pay the Four several Annuities of Six hundred Pounds, Two hundred Pounds, Three hundred Pounds, and Fifteen Pounds, by his said Will given, as the same should become due and payable; and when and so soon as his Son *William Devaynes* should attain the Age of Twenty-seven Years, in trust for him his said Son *William Devaynes*, and his Assigns during his Life, without Impeachment of Waste; and after his Decease, whether he should die under the Age of Twenty-seven Years or not, in trust for the First and every other Son of his said Son *William Devaynes*, severally, successively, and in remainder, one after another, according to Priority of Birth in Tail General; and in default of such Issue in trust for the Persons therein mentioned; and the said Testator did by his said Will declare that it should be lawful for his said Son during his Life, after he should have attained the Age of Twenty-seven Years, by any Deed or Instrument in Writing, to limit or appoint to any Woman with whom he might intermarry, for the Life of such Woman, by way of Jointure, and in bar or without being in bar of her Dower, any annual Sum or Sums of Money, clear of Land Tax and all other Taxes whatsoever, not exceeding the annual Sum of One thousand Pounds, and to charge the same on his the said Testator's said Real Estate, or any Part thereof, with such Powers and Terms for securing the Payment thereof

thereof as to him should seem meet; and the said Testator did also declare that if his said Son should marry under the Age of Twenty-seven Years, with the Consent in Writing of any one of his said Trustees, then and in such Case it should be lawful for his said Son to exercise the Power of jointuring therein-before given to him, in the same Manner as if he had attained the Age of Twenty-seven Years: And whereas the said Testator made and published another Codicil to his said Will, also duly executed and attested for passing Freehold Estates by Devise, and thereby, amongst other things, declared that the said Annuities directed to be raised and paid by the said recited First Codicil should be wholly raised by and out of his said Real Estates, and that his Personal Estates should not come in aid thereof, and also that no Deduction or Abatement whatsoever should be made out of his said several Legacies or Sums of Money and Annuities therein-before given and bequeathed by him for or in respect of Legacy Duty or other Stamp Tax; and the said Testator thereby ratified his said Will and First Codicil, so far as the same respectively were not altered by his said Second Codicil: And whereas the said *William Devaynes* the Testator departed this Life in the Year One thousand eight hundred and nine, leaving his only Son *William Devaynes*, his Heir at Law, him surviving, and without having altered or revoked his said Will, except so far as the same is altered or revoked by the said First and Second Codicils, and without having revoked or altered his said First Codicil except by the said Second Codicil, and without having altered or revoked the said Second Codicil; and the same Will and Two Codicils were, on the Seventeenth Day of *January* One thousand eight hundred and ten, duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *William Noble*, *Samuel Pepys Cockerill*, and *Frederick Booth*: And whereas by an Indenture, bearing Date the First Day of *June* One thousand eight hundred and ten, and made or expressed to be made between the said *William Devaynes*, the Son of the said Testator, of the First Part, *William Parr* Esquire and *Louisa Parr* his Daughter, now *Louisa Garrett*, of the Second Part, and *William Holme* Esquire and *Henry Jeanneret* Gentleman, of the Third Part, (being the Settlement made in contemplation of the Marriage then intended and afterwards solemnized between the said *William Devaynes* the Son and *Louisa Parr* now *Louisa Garrett*,) after reciting that the said *William Devaynes* the Son had not then attained the Age of Twenty-seven Years, and that a Marriage was intended shortly to be had between the said *William Devaynes* the Son and *Louisa Parr*, with the Consent of the said *William Noble*, one of the said Trustees of the said Testator (testified in Writing under his Hand, and endorsed on the now reciting Indenture), it is by the now reciting Indenture witnessed, that in consideration of the said intended Marriage, and in pursuance and exercise of the Power and Authority enabling him in such Manner as in the herein-before recited Codicil is mentioned, the said *William Devaynes* the Son did limit and appoint unto the said *Louisa Parr* and her Assigns, in case the said intended Marriage should take effect, and she should survive him the said *William Devaynes* the Son, and that she the said *Louisa Parr* should or might, in the Events aforesaid, immediately after the Decease of the said *William Devaynes* the Son, out of all

Second
Codicil.Marriage
Settlement
of William
Devaynes
the Son.
1st June
1810.

all and singular the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments therein-after mentioned, to be thereby appointed and demised, being the Hereditaments herein-after described and comprised in the First and Second Schedules to this Act annexed, and also those comprised in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, have, receive, and take, for and during the Term of her natural Life, One annual Rent-charge or yearly Sum of One thousand Pounds of lawful Money of *Great Britain*, to be yearly issuing and payable out of the same Premises, by equal and even quarterly Payments, and the first Payment to be made as therein mentioned, together with the usual Powers of Entry and Distress in case of Nonpayment; and for the Considerations therein mentioned the said *William Devaynes* thereby limited and appointed, granted and demised, unto the said *William Holme* and *Henry Jeanneret*, their Executors, Administrators, and Assigns, all the Lands, Messuages, Tenements, and Hereditaments comprised in the said First and Second Schedules to this Act annexed, and also in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, for the Term of Ninety-nine Years, to commence from the Decease of the said *William Devaynes* the Son, in trust for the further and better securing the said Rent-charge or yearly Sum of One thousand Pounds to the said *Louisa Parr* and her Assigns for Life, in lieu of Dower: And whereas a Memorandum in Writing, dated the First Day of *June* One thousand eight hundred and ten, under the Hand of the said *William Noble*, was endorsed on the lastly herein-before recited Indenture, whereby the said *William Noble*, as one of the Trustees of the said Testator *William Devaynes* deceased, consented to the Marriage of the said *William Devaynes* the Son with the said *Louisa Parr*: And whereas the said *William Devaynes* the Son departed this Life in the Year One thousand eight hundred and eighteen, leaving his Widow, the said *Louisa Devaynes*, and his only Son *William Angus Devaynes*, him surviving: And whereas the said *Louisa Devaynes* the Widow afterwards intermarried with and is now the Wife of *Robert Garrett*; and by an Indenture bearing Date the Seventh Day of *February* One thousand eight hundred and twenty-one, and made in contemplation of the said Marriage, between the said *Robert Garrett* of the First Part, the said *Louisa Devaynes* of the Second Part, and *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *George Bedford* of the Third Part, the said *Louisa Garrett* (then *Louisa Devaynes*) did grant and assign unto the said *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *George Bedford*, their Heirs and Assigns, the said annual Sum or yearly Rent-charge of One thousand Pounds so granted to her and her Assigns for her Life by the herein-before recited Indenture of the First Day of *June* One thousand eight hundred and ten, as aforesaid, and all the Powers and Remedies given and limited to her and them for enforcing Payment thereof, to hold the same unto the said *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *George Bedford*, their Heirs and Assigns, upon trust, after the Solemnization of the said then intended Marriage, to receive and take the said annual Sum or yearly Rent-charge, and pay the same during the joint Lives of the said *Louisa Devaynes* and *Robert Garrett* unto

such Persons as she the said *Louisa Devaynes* should from Time to Time as the same should have become due and payable, and not by way of Anticipation, by any Writing or Writings under her Hand, direct or appoint to receive the same, and in default of such Direction or Appointment into the proper Hands of the said *Louisa Devaynes*, for her own sole and separate Use, independent of the Debts, Control, or Engagements of her said then intended Husband, and upon further Trust after the Decease of the said *Robert Garrett*, in case of the said *Louisa Devaynes* surviving him, to pay and transfer the said Rent-charge of One thousand Pounds unto the said *Louisa Devaynes* and her Assigns; and in the Indenture now in recital was contained a Power to the said *Louisa Devaynes* to appoint a new Trustee or new Trustees in the Place of any of the Trustees for the Purposes of the said Indenture: And whereas by an Indenture dated the Fourth Day of *May* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Louisa Devaynes* (then *Louisa Garrett*), acting in respect of her separate Estate, of the First Part, the said *Charles Bowland Cotton* and *Robert Ballard Johnstone* of the Second Part, the said *George Bedford* of the Third Part, *Richard Roy* of *Liverpool Street*, Gentleman, of the Fourth Part, and *David Graham Johnstone* of *Liverpool Street*, Gentleman, of the Fifth Part, the said *Louisa Garrett*, in pursuance of the Power in that Behalf vested in her by the last-recited Indenture, appointed the said *Richard Roy* to be a Trustee of the lastly herein-before recited Indenture of Settlement, in the Place of the said *George Bedford*, jointly with the said *Charles Bowland Cotton* and *Robert Ballard Johnstone*; and by the Indenture now in recital the said *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *George Bedford* assigned and transferred unto the said *David Graham Johnstone*, his Heirs, Executors, Administrators, and Assigns respectively, the said Rent-charge or yearly Sum of One thousand Pounds, and the Remedies for recovering the same, upon trust forthwith to assign the same unto the said *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *Richard Roy*, their Heirs, Executors, Administrators, and Assigns, to be by them held upon the Trusts declared of and concerning the same by the lastly herein-before recited Indenture of Settlement: And whereas by an Indenture dated the Ninth Day of *May* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *David Graham Johnstone* of the one Part, and the said *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *Richard Roy*, of the other Part, the said *David Graham Johnstone* assigned and transferred unto the said *Charles Bowland Cotton*, *Robert Ballard Johnstone*, and *Richard Roy*, their Heirs, Executors, Administrators, and Assigns, all the said Annuity or yearly Rent-charge of One thousand Pounds, and all Remedies for recovering the same, upon the Trusts, and with, under, and subject to the Powers and Provisions expressed and declared concerning the same in the herein-before recited Indenture of the Seventh Day of *February* One thousand eight hundred and twenty-one: And whereas the said *William Holme* departed this Life in the Month of *February* One thousand eight hundred and twenty-one, leaving the said *Henry Jeanneret* him surviving; and the said *Henry Jeanneret* departed this Life in the Month of *April* One thousand eight hundred and twenty-six, intestate: And whereas Letters of Ad-

Deed of 4th
May 1837,
Appointment
of Trustee.

Re-assign-
ment.

Indentures
of Lease and
Release of
22d and 23d
March 1837.

ministration limited to the Interest of the said *Henry Jeanneret* under the said Indenture of the First Day of *June* One thousand eight hundred and ten, as such surviving Trustee as aforesaid of the said Term of Ninety-nine Years, were, on or about the Twenty-ninth Day of *June* One thousand eight hundred and forty-four, granted to *James Thomas Westbrook White* of *Lothbury* in the City of *London*, Gentleman: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-second and Twenty-third Days of *March* One thousand eight hundred and thirty-seven, and respectively made or expressed to be made between *William Angus Devaynes*, the only Son and Heir at Law of the said *William Devaynes*, the Son of the said Testator, of the one Part, and the said *Richard Roy* Gentleman of the other Part, and duly enrolled in the High Court of Chancery, it is witnessed, that in order to defeat the Estate Tail of the said *William Angus Devaynes*, by virtue of the said recited Will and Codicils, in the Lands and Hereditaments therein-after described, and all Estates, Rights, Interests, or Powers to take effect after the Determination or in defeazance of such Estate Tail, and to limit the Inheritance in Fee Simple thereof to the Uses and in the Manner therein-after expressed, the said *William Angus Devaynes* did grant, bargain, and release unto the said *Richard Roy* and his Heirs all the Tenements and Hereditaments comprised in the said First and Second Schedules to this Act annexed, and also all the Tenements and Hereditaments comprised in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, by the Description following; that is to say, all that Farm called *Atherstone Farm*, with the Farmhouse, Cottages, Buildings, Lands, Grounds, Hereditaments, and Appurtenances thereunto belonging, which said Farm and Lands were situate, lying, and being at *Atherstone upon Stour* in the County of *Warwick*, and containing together Three hundred and ninety Acres or thereabouts; and also all that Farm called *Ailstone Farm*, with the Farmhouse, Buildings, Lands, Grounds, Hereditaments, and Appurtenances thereto belonging, containing by Estimation Four hundred and sixty-six Acres Three Roods and Twenty-six Perches or thereabouts, situate, lying, and being in the several Parishes of *Atherstone upon Stour* aforesaid in the said County of *Warwick* and *Clifford Chambers* in the County of *Gloucester*, or one of them; and also all that Farm called *Hines* or *Hiron's Farm*, with the Farmhouse, Buildings, Lands, Grounds, Hereditaments, and Appurtenances thereunto belonging, and containing by Estimation One hundred and sixty-five Acres Two Roods and Twenty-four Perches or thereabouts, situate, lying, and being in the said Parish of *Clifford Chambers* in the said County of *Gloucester*; all which said Three several Farms were then in the Tenure or Occupation of *Esther Smith*, *Thomas Smith*, *Ralph Smith*, and *George Smith*, or some or one of them; and also all that Piece or Parcel of old Meadow Land or Ground called or known by the Name of the *Oil Mill Ground*, being Part of the said *Atherstone Farm*, then in the Possession of *James Roberts West*, adjoining to and then laid out in the Park of the said *James Roberts West*, and containing by Estimation Eight Acres Three Roods and Four Perches, be the same more or less, situate, lying, and being at *Atherstone upon Stour*

Stour in the County of *Warwick*; and also all that other Piece or Parcel of old Meadow Land or Ground, being that Part of the Millhouse which lies on the South Side of the Road leading from the great Highway to the *Oil Mill Ground* aforesaid, then late also Part of the said *Atherstone Farm*, but then laid out into the Park of and in the Occupation of the said *James Roberts West*, containing by Estimation Two Acres Two Roods and Thirty-five Perches, were the same more or less, situate, lying, and being at *Atherstone upon Stour* aforesaid; and also all those Two several Messuages, Tenements, or Paper Mills situate, standing, and being at *Iping* in the County of *Sussex* on the River *Arun*, called or known by the Name of *Iping Mills*, with the Mills, Houses, Work Houses, Engine Houses, Drying Houses, Finishing Houses, Drying Lofts; and also all that Messuage or Tenement or Dwelling House used as a Manager's House, together with the Gardens, Stables, and Offices thereto belonging; and all those several Pieces or Parcels of Arable Land contiguous to the said Mills, and whereon the same are in part erected and built; (that is to say,) *Church Field*, containing by Estimation Two Acres and Four Perches, were the same more or less, the Site of the Two Cottages and Garden thereto attached, containing Two Roods and Seven Perches; *Mill Mead*, containing One Acre Two Roods and Twenty-six Perches; *Mill Plot Cottages and Water*, containing Three Acres One Rood and Thirty-eight Perches; and also all that Messuage or Tenement and Dwelling House situate at *Murstead* in the said County of *Sussex*, together with the Orchard, and Close, Piece, or Parcel of Land thereto adjoining, containing about Two Acres, were the same several Quantities more or less; and also all that Piece or Parcel of Ground, with the Messuage or Tenement thereon erected, situate, standing, and being on the North Side of *Pall Mall* in the City of *Westminster*, called or known by the No. 32, formerly No. 40, in the same Street, formerly in the Possession of *George Clarke*, but then of *Foster*; and also all that Farm and Land, with the Mansion House, Messuages, Tenements, and Buildings thereon erected, situate near *Margate* in the *Isle of Thanet*, commonly called or known by the Name of the *Updown Farm*, then in the Possession of the said *Robert Garrett*; and also all other the Manors, Messuages, Lands, and Hereditaments of which the said *William Angus Devaynes* was Tenant in Tail by virtue of the said recited Will and Codicils, with the Appurtenances, to hold the same unto the said *Richard Roy* and his Heirs to such Uses, and upon and for such Trusts and Purposes, and in such Manner, as the said *William Angus Devaynes* should by any Deed or Deeds of Appointment direct or appoint, and to convey and assure the same accordingly, and in default of such Appointment to the Use of the said *William Angus Devaynes*, his Heirs and Assigns for ever; and by the Indenture now in recital the said *William Angus Devaynes* declared that no Woman married to him and becoming his Widow should be entitled to Dower out of the said Hereditaments and Premises or any of them: And whereas the said *Frederick Booth*, having survived his Co-trustees the said *William Noble* and *Samuel Pepys Cockerill*, and, as such Survivor, having become solely seised of the legal Estate of and in the Hereditaments and Real Estate devised by the said Will and Codicils of the said *William Devaynes* the Father, as aforesaid, made

Will of Frederick Booth, having survived his Co-trustees.

and

Mortgage
Deeds of
4th and 5th
August 1837.

and published his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and thirty-one, duly executed and attested so as to pass Freehold Estates of Inheritance, and thereby gave and devised all the Residue of his Real and Personal Estate, including Estates held upon Trust, unto his Wife *Anna Maria Booth*, her Heirs, Executors, Administrators, and Assigns, and appointed the said *Anna Maria Booth* Executrix, and Sir *Edmund Antrobus* Baronet, and *William Henry Ashhurst* and *William Vizard* Esquires, Executors, of his said Will: And whereas the said *Frederick Booth* departed this Life some Time in the Month of *May* One thousand eight hundred and thirty-one, without having altered or revoked his said Will: And whereas by Indentures of Lease and Release, bearing Date respectively the Fourth and Fifth Days of *August* One thousand eight hundred and thirty-seven, the Release being made or expressed to be made between the said *William Angus Devaynes* of the First Part, the said *Louisa Garrett* of the Second Part, *James Parkinson* of *Bedford Square* in the County of *Middlesex*, Esquire, of the Third Part, and the said *Richard Roy* of the Fourth Part, after reciting, amongst other things, that the said *William Angus Devaynes* having occasion to raise a Sum of Money had applied to his Mother, the said *Louisa Garrett*, to concur with him in a Security, and that the said *Louisa Garrett* had agreed to concur in a Security to the Extent of Ten thousand Pounds, but so only as to be chargeable with the Interest of such Sums during the joint Lives of herself and *Mary Wilde*, then late the Widow of the said *William Devaynes* (and who is since dead), it is witnessed, that in consideration of the Sum of Six thousand Pounds of lawful Money of *Great Britain* by the said *James Parkinson* paid to the said *William Angus Devaynes*, and for securing the Repayment thereof, and of such further Advances as might be made as therein-after mentioned; and Interest for the same respectively, and pursuant to and by force and virtue and in exercise and execution of the Power or Authority limited or reserved to the said *William Angus Devaynes* by the herein-before recited Indenture of the Twenty-third Day of *March* One thousand eight hundred and thirty-seven, he the said *William Angus Devaynes* by the now reciting Indenture did direct and appoint that the Manor, Messuages; Lands, and Hereditaments therein-after particularly mentioned, and thereby granted and released, should be and remain to the Use of the said *James Parkinson*, his Heirs and Assigns, subject to the annual Sums therein mentioned or referred to (being such of the Annuities bequeathed by the Will of the said *William Devaynes* the Father as were then existing), and also subject to the Proviso or Condition for Redemption in the Indenture now in recital contained; and it is by the now reciting Indenture further witnessed, that, for the Considerations aforesaid, the said *William Angus Devaynes* did grant, bargain, sell, release, and confirm unto the said *James Parkinson* and his Heirs the Lands, Tenements, and Hereditaments described and comprised in the said First and Second Schedules to this Act annexed, and also those comprised in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, to hold the same unto and to the Use of the said *James Parkinson*, his Heirs and Assigns, subject, together with certain Copyhold Here-

ditaments therein mentioned, to the annual Sums payable by virtue of the herein-before recited Will and Codicils of the said *William Devaynes* the Father, deceased, and the said Indenture of the First Day of *June* One thousand eight hundred and ten, but free from all other Incumbrances, and also subject to the Proviso for Redemption therein-after contained; and in the now reciting Indenture was contained a Proviso for Redemption of the same Premises on Payment by the said *William Angus Devaynes*, his Heirs, Executors, or Administrators, to the said *James Parkinson*, his Executors, Administrators, or Assigns, of the Sum of Six thousand Pounds, and Interest thereon after the Rate of *Five per Cent. per Annum*, and of all and every Sum and Sums of Money, if any, which the said *James Parkinson* should have advanced or paid to or on account of the said *William Angus Devaynes*, with Interest at the Rate aforesaid, from the Time or Times of advancing the same, (such further Advances not exceeding with the said Six thousand Pounds then advanced as aforesaid the Sum of Ten thousand Pounds,) such Payments to be without any Deduction whatsoever; and in the now reciting Indenture is contained a further Proviso, that if Default should happen to be made in Payment of the said Principal Sum of Six thousand Pounds, or of any other Sum or Sums which were intended to be thereby secured, or the Interest thereof or any Part thereof respectively, for the Space of Three Calendar Months next after the Time appointed for Payment of the same respectively, then and in such Case, and whether any previous Default should have been waived or not, it should be lawful for the said *James Parkinson* and his Heirs or Assigns, and he and they was and were thereby authorized, intrusted, and empowered, of his or their own proper Authority, and without the Necessity of any further or other Concurrence of the said *William Angus Devaynes*, his Heirs or Assigns, or any other Person or Persons, to make sale and absolutely dispose of the Hereditaments therein-before granted and released, or any Part or Parts thereof, either together or in Parcels, and by public Sale or Auction or private Contract, unto any Person or Persons, and for such Price or Prices as could be reasonably gotten for the same, and to make any such Sale subject to or discharged from any of the annual Sums which should be a Charge on the said Premises, and to any special Condition as to the Title or otherwise, particularly as to the indemnifying Purchasers against the said annual Charges or any of them, and to make, enter into, and execute all such Contracts, Conveyances, and Assurances whatsoever as should be requisite or deemed expedient to effectuate or complete such Sale or Sales as aforesaid; and it was further declared that the Monies to arise by any Sale or Sales should be held on such Trusts as therein mentioned; and in the Indenture now in recital it is declared that the Persons in whom any Terms of Years affecting the said Lands and Premises or any of them should be vested should stand possessed thereof, subject to the said Annuities charged thereon, in trust for the said *James Parkinson*, his Heirs and Assigns, subject to the said Equity of Redemption; and in the now reciting Indenture is contained a Covenant on the Part of the said *William Angus Devaynes* that he would cause or procure for the said *James Parkinson* such Conveyance of the legal Estate in the Freehold Hereditaments thereby released as is therein mentioned: And whereas by Two several Memo-

[Private.]

randums under the Hand of the said *William Angus Devaynes*, bearing Date respectively the Second and Fourteenth Days of *July* One thousand eight hundred and thirty-eight, and both endorsed on the lastly herein-before recited Indenture of Mortgage, the said *William Angus Devaynes* did acknowledge to have received on those Days respectively of and from the said *James Parkinson* Two several Sums of Two thousand Pounds and Two thousand Pounds advanced to him on the Terms of and pursuant to the said Indenture of Mortgage, and making, together with the said Sum of Six thousand Pounds so advanced as aforesaid, the full Sum of Ten thousand Pounds secured by the Indenture on which the Memorandums now in recital were endorsed: And whereas by an Indenture dated the Twenty-sixth Day of *June* One thousand eight hundred and thirty-nine, and made between the said *William Angus Devaynes* of the one Part, and the said *James Parkinson* of the other Part, in consideration of the further Sum of Two thousand Pounds paid to the said *William Angus Devaynes* by the said *James Parkinson*, he the said *William Angus Devaynes* covenanted, declared, and agreed that all and singular the Messuages, Lands, Tenements, and Hereditaments comprised in the herein-before recited Indenture of the Fifth Day of *August* One thousand eight hundred and thirty-seven should stand charged and chargeable and continue to be a Security unto the said *James Parkinson*, his Executors, Administrators, and Assigns, not only for the Payment of the Sum of Ten thousand Pounds then already charged thereon, but also for the Payment of the said further Sum of Two thousand Pounds then advanced by him as aforesaid, with Interest at the Rate of Five *per Centum per Annum*: And whereas the said *James Parkinson*, in pursuance of the Power contained in the said recited Indenture of Mortgage, some Time since contracted and agreed with *Robert Nicholson Bruce* of *Woolley Lodge* near *Maidenhead* in the County of *Berks*, Esquire, and *Edward Hosier Williams* of *Eaton Mascott* in the County of *Salop*, Esquire, for the absolute Sale to them of the Pieces or Parcels of Land and Hereditaments comprised in the next herein-after recited Indenture, at or for the Price or Sum of One thousand eight hundred Pounds, and accordingly by an Indenture of Release, bearing Date the Twenty-first Day of *December* One thousand eight hundred and forty-three, and made or expressed to be made between the said *James Parkinson* of the First Part, the said *William Angus Devaynes* of the Second Part, *James Roberts West* Esquire of the Third Part, and the said *Robert Nicholson Bruce* and *Edward Hosier Williams* of the Fourth Part, being the Indenture herein-before mentioned or referred to, in consideration of the Sum of One thousand eight hundred Pounds paid by the said *Robert Nicholson Bruce* and *Edward Hosier Williams* to the said *James Parkinson*, by the Direction of the said *William Angus Devaynes*, Three Pieces or Parcels of Land, containing together Twelve Acres, little more or less, adjoining to and intersected by the River *Stour*, one of which Pieces or Parcels of Land is called or known by the Name of the *Oil Mill Ground*, and the other Two of such Pieces or Parcels of Land consists of so much of Two Closes of Land called the *Mill Hams* as lies on the South Side of the Road leading from the great Road to the *Oil Mill Ground* aforesaid, all which said Pieces or Parcels of Land are situate in the said Parish of *Atherstone upon Stour*

Sale of Part of the mortgaged Premises to Bruce and Williams for 1,800*l.*; and Indenture of Conveyance thereof, 21st Dec. 1843.

Stour in the County of *Warwick*, and heretofore formed Part of a Farm called *Atherstone Farm*, occupied by *John Booke*, and were afterwards demised to the said *James Roberts West*, and were late in his Occupation at the yearly Rent of Sixty Pounds, and have for many Years been laid to and formed Part of the Park and Demesnes belonging to the said *James Roberts West* called *Alscot Park*, and which said Pieces or Parcels of Land are Part of the Hereditaments comprised in the herein-before recited Will and Codicils and Indentures, were conveyed, released, and assured by the said *James Parkinson* and *William Angus Devaynes* unto the said *Robert Nicholson Bruce* and *Edward Hosier Williams*, their Heirs and Assigns, to certain Uses in the now reciting Indenture declared or referred to of or concerning the same: And whereas there is now due and owing to the said *James Parkinson* on the herein-before recited Mortgage Securities, after deducting the Sum received by him on the Sale of the Hereditaments and Premises herein-before recited, the Sum of Eight thousand two hundred Pounds, and the said *William Angus Devaynes* is entitled to charge the Tenements and Hereditaments comprised in the First and Second Schedules to this Act annexed with the Sum of Two thousand Pounds, in priority to the Trusts created by the herein-after recited Indentures of the Twenty-sixth Day of *July* One thousand eight hundred and thirty-eight and the First Day of *May* One thousand eight hundred and thirty-nine respectively: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fifth and Twenty-sixth Days of *July* One thousand eight hundred and thirty-eight, the Release made or mentioned to be made between the said *William Angus Devaynes* of the First Part, *Louisa Amelia Wilhelmina Devaynes* of *Updown House* in the County of *Kent*, Spinster, (the Sister of the said *William Angus Devaynes*,) of the Second Part, and the said *Robert Garrett* and *Norwich Duff* of *Cheltenham* in the County of *Gloucester*, Esquire, a Captain in Her Majesty's Navy, and the said *Richard Roy*, of the Third Part, reciting that the legal Estate of Inheritance in the Freehold and Copyhold Hereditaments therein referred to had not been conveyed and surrendered in pursuance of the said Covenant of the said *William Angus Devaynes*, but the same still remained outstanding, neither had the said *William Angus Devaynes*, in pursuance of the said Covenant, caused any of the Terms of Years in the said recited Indenture mentioned as subsisting in the said Freehold Premises to be assigned to Trustees for the Purpose therein mentioned, but such Terms also still remained outstanding; and reciting that the said *William Angus Devaynes*, in consideration of the Love and Affection which he had for his Sister, the said *Louisa Amelia Wilhelmina Devaynes*, and for the Purpose of making some Provision for her, had agreed that the said Freehold and Copyhold Tenements and Hereditaments comprised in the said last-recited Indenture of Appointment and Release should, subject to the said Mortgage Debt and Interest, and to the several Annuities payable by virtue of the said recited Will and Codicils of the said Testator *William Devaynes*, and the said Indenture of the First Day of *June* One thousand eight hundred and ten, be chargeable in manner therein-after mentioned, and that the said *William Angus Devaynes* had also, for the Purpose of rendering the aforesaid Charges more valid and effectual, agreed to enter

Deeds of
25th and
26th July
1838, Set-
tlement in
favour of
L. A. W. De-
vaynes.

into

into such Covenants in regard to the legal Estate in the said Freehold and Copyhold Hereditaments as was therein-after contained; it was witnessed, that for the Considerations aforesaid, and also in consideration of Ten Shillings by the said *Robert Garrett, Norwich Duff*, and *Richard Roy* paid to the said *William Angus Devaynes*, the said *William Angus Devaynes* did grant, bargain, sell, and release unto the said *Robert Garrett, Norwich Duff*, and *Richard Roy*, and to their Heirs, all the Hereditaments and Premises comprised in the said First and Second Schedules to this Act annexed, and also those comprised in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, with the Appurtenances thereof respectively, to hold the same, with their Appurtenances, subject to the several herein-before recited Charges thereon, unto and to the Use of the said *Robert Garrett, Norwich Duff*, and *Richard Roy*, their Heirs and Assigns for ever, nevertheless upon the Trusts and to and for the several Ends, Intents, and Purposes herein-after mentioned; and by the Indenture now in recital it was declared, that the said *Robert Garrett, Norwich Duff*, and *Richard Roy*, and the Survivor of them, and the Heirs of such Survivor, should stand seised and possessed of the Freehold Hereditaments, and the Rents, Issues, and Profits thereof, upon trust for the said *William Angus Devaynes* and his Assigns during the joint Lives of the said *Louisa Garrett* and *Mary Wilde*, and from and after the Decease of either of them the said *Louisa Garrett* and *Mary Wilde*, in case the said *Louisa Amelia Wilhelmina Devaynes* and *William Angus Devaynes* should be both then living, upon Trust out of the aforesaid Rents, Issues, and Profits of the said Hereditaments to pay the Annuities herein-after mentioned; (that is to say,) in case the said *Louisa Garrett* should be the Survivor, upon trust to pay to the said *Louisa Amelia Wilhelmina Devaynes*, during the joint Lives of herself and the said *William Angus Devaynes*, One Annuity or clear yearly Sum of Three hundred Pounds; but in case the said *Mary Wilde* should be the Survivor, upon trust to pay to the said *Louisa Amelia Wilhelmina Devaynes*, during the joint Lives of herself and the said *Mary Wilde* and *William Angus Devaynes*, an Annuity of Two hundred Pounds only; and from and after the Decease of the said *Mary Wilde*, upon trust to pay to the said *Louisa Amelia Wilhelmina Devaynes*, in like Manner, during the joint Lives of herself and the said *William Angus Devaynes*, an Annuity of Three hundred Pounds; each of such several Annuities to be so paid to the said *Louisa Amelia Wilhelmina Devaynes*, in the Events aforesaid, free from all Deductions whatsoever, by equal half-yearly Payments, the first of such Payments to become payable at the Expiration of One Half Year next after the happening of the Event upon which such Annuity of Three hundred Pounds or Two hundred Pounds, as the Case might be, was limited under the Trusts aforesaid, for her sole and separate Use, and independently of any Husband to whom she might be married, or with whom she might at any Time thereafter intermarry, and independently of his Debts, Control, or Engagements; and upon further Trust that the said *Robert Garrett, Norwich Duff*, and *Richard Roy*, and the Survivor of them, and the Heirs of such Survivor, or his or their Assigns, should, within

Calendar Months
next

next after the Decease of the said *William Angus Devaynes*, either by Sale or Mortgage of the said Freehold and Copyhold Hereditaments, or out of the Rents and Profits thereof, or by such other Ways and Means as to them should seem meet, raise the Sum of Eight thousand Pounds, and should stand and be possessed of the said Sum upon the Trusts and for the Intents and Purposes therein-after declared; and in the Indenture now in recital was contained a Proviso, that, subject to the said Annuities of Three hundred Pounds or Two hundred Pounds, and the Payment of the said Sum of Eight thousand Pounds, and the several Trusts thereby declared for securing the same, the said Freehold and Copyhold Hereditaments should be held by the said *Robert Garrett, Norwich Duff, and Richard Roy*, and the Survivor of them, and the Heirs of such Survivor, and their Assigns, upon trust only for the said *William Angus Devaynes*, his Heirs and Assigns, and to be conveyed and disposed of as he or they should direct; and by the Indenture now in recital it was declared, that the said Sum of Eight thousand Pounds should, when the same should have been raised, be held by the said *Robert Garrett, Norwich Duff, and Richard Roy*, their Executors, Administrators, and Assigns, upon the Trusts following; that is to say, upon trust that the said *Robert Garrett, Norwich Duff, and Richard Roy*, or the Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, should, as soon as the said Sum should be raised, invest the same in the usual Manner (such Investment to be made by Consent of the said *Louisa Amelia Wilhelmina Devaynes*); and upon trust to pay the Interest, Dividends, or annual Produce of the said Sum of Eight thousand Pounds, or of the Stocks, Funds, and Securities in or upon which the said Sum should be invested, unto the said *Louisa Amelia Wilhelmina Devaynes*, for her sole and separate Use, exclusively of any Husband or Husbands with whom she might happen at any Time or Times to intermarry, and so that she should have no Power to alien or anticipate the same or any Part thereof, and that after her Decease the said Monies, Stocks, Funds, and Securities should be in trust for all or expressly for any One or more of the Children or Issue of the said *Louisa Amelia Wilhelmina Devaynes*, in such Share, if there be more than One Object of that present Power, at such Time or Times, under such Provisions, and generally in such Manner as the said *Louisa Amelia Wilhelmina Devaynes*, at any Time or Times during her Life, and whether covert or sole, by any Deed or Deeds, either with or without a Power of Revocation, or by her last Will and Testament in Writing, or any Codicil thereto, or testamentary Paper, should direct or appoint; and in default of any such Direction or Appointment, or in case of a Direction or Appointment not extending to the whole of the said Money, Stocks, Funds, and Securities, the same Money, Stocks, Funds, and Securities, or so much thereof as should not be so directed or appointed, should be in trust for all the Children equally, or the Child, if only One, of the said *Louisa Amelia Wilhelmina Devaynes*, who should attain the Age of Twenty-one Years, or marry under that Age, with the Consent of their or his Parents or surviving Parent, or Guardian or Guardians; and it was thereby declared that in case there should not be any Issue of the said *Louisa Amelia Wilhelmina Devaynes* who under the Trusts or by virtue of any Exercise of the Powers

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aforesaid should attain a vested Interest in the said Money, Stocks, Funds, and Securities, the same Money, Stocks, Funds, and Securities, subject to such of the Trusts and Provisions aforesaid as might be subsisting or capable of taking effect, should be in trust for such Person or Persons and in such Manner as the said *Louisa Amelia Wilhelmina Devaynes* should at any Time or Times during her Life, and whether covert or sole, by any Deed or Deeds, such Deed or Deeds to contain a Power of Revocation, or by her last Will and Testament in Writing, or any Codicil thereto, or testamentary Paper, should direct or appoint; and in default of any such Direction or Appointment, or in case of any such Direction or Appointment not extending to the whole of the said Money, Stocks, Funds, and Securities, the same Money, Stocks, Funds, and Securities, or so much thereof as should not be so directed or appointed, should be in trust for the Person or Persons who at the Decease of the said *Louisa Amelia Wilhelmina Devaynes* should be her next of Kin, according to the Statute for the Distribution of the Estates of Intestates, in case she died not under Coverture, or, in case she died under Coverture, should be her next of Kin in case she survived her Husband, and be divided amongst such Persons, if more than One, in the Shares in which the Personal Estate of the said *Louisa Amelia Wilhelmina Devaynes* would in that Event be distributable among them; and by the Indenture now in recital it was provided, that in case of the Marriage of the said *Louisa Amelia Wilhelmina Devaynes* it should be lawful for the said *William Angus Devaynes* and *Louisa Amelia Wilhelmina Devaynes*, by any Deed or Deeds to be executed by them jointly to revoke any of the Trusts therein-before declared concerning the said Sum of Eight thousand Pounds, and by the same or any other Deed to re-settle the same upon any new or other Trusts, for the Benefit of the said *Louisa Amelia Wilhelmina Devaynes*; and it was by the Indenture now in recital further witnessed, that for the Considerations aforesaid the said *William Angus Devaynes* did, for himself, his Heirs, Executors, and Administrators, covenant with the said *Robert Garrett, Norwich Duff, and Richard Roy*, their Heirs, Executors, Administrators, and Assigns, that the said *William Angus Devaynes*, his Heirs, Executors, Administrators, and Assigns, would, at his and their Costs and Charges, cause the legal Estate of Inheritance in the said Freehold Hereditaments to be conveyed in such Manner that the same should be (subject to the said recited Indenture of Mortgage, and the aforesaid annual Payments,) limited to the said *Robert Garrett, Norwich Duff, and Richard Roy*, their Heirs and Assigns, upon the Trusts and for the Intents and Purposes therein-before declared; and also that the said *William Angus Devaynes*, his Heirs, Executors, Administrators, and Assigns, should, at his and their own Costs and Charges, cause all Terms of Years subsisting in the said Freehold Hereditaments to be assigned to Trustees (subject as aforesaid) for the Purpose of further more effectually securing the due Performance of the Trusts thereby declared to attend the Freehold and Inheritance of the said Hereditaments; and that it should be lawful for the said *Robert Garrett, Norwich Duff, and Richard Roy*, at the Costs and Charges of the said *William Angus Devaynes*, to procure such Conveyance of the said legal Estate in the said Freehold Hereditaments; and that in the meantime and until such legal Estate should be conveyed

veyed as aforesaid, and the said Terms of Years should be assigned as aforesaid, the Persons in whom the same Estate and Terms were and should be vested should stand possessed of the same, subject as aforesaid, upon trust for further securing the Payment of the said several Annuities and Monies, and, subject thereto, for the said *William Angus Devaynes*, his Heirs and Assigns, to attend the Freehold and Inheritance of the said Hereditaments; and by the Indenture now in recital it was provided, that the Receipts of the Trustees should be good Discharges, and that nothing in the Indenture now in recital contained should operate to defeat any further Charge of the said Hereditaments which should be made or executed by the said *William Angus Devaynes* to the said *James Parkinson*, or any other Person, provided the Principal Sums secured by such further Charge should not, together with the Monies then due upon the said recited Mortgage of the Fifth Day of *August* One thousand eight hundred and thirty-seven, exceed the Sum of Twelve thousand Pounds; but in case the said *William Angus Devaynes* should execute any such further Charge, the same should, in case the Principal Monies thereby secured should not, together with such Monies as aforesaid, exceed Twelve thousand Pounds, but not otherwise, take Precedence of the Trusts thereby created; and the Freehold Hereditaments should be held by the Trustees subject in all respects to such further Charge in the same Manner as the same were then held subject to such last-mentioned Mortgage: And whereas the said *Louisa Amelia Wilhelmina Devaynes* some Time since intermarried with and is now the Wife of *John Williamson*, and there is Issue of such Marriage Two Children only, both Infants under the Age of Twenty-one Years; but upon the Occasion of the said Marriage the herein-before recited Trusts of the said Sum of Eight thousand Pounds were not revoked or altered, but the said Sum of Eight thousand Pounds and the said Annuities remain subject to the Trusts declared thereof in and by the herein-before recited Indenture of the Twenty-sixth Day of *July* One thousand eight hundred and thirty-eight: And whereas by Indentures of Lease and Release, dated respectively the Thirtieth Day of *April* and the First Day of *May* One thousand eight hundred and thirty-nine, the Release being made or mentioned to be made between the said *William Angus Devaynes* of the First Part, *Julia Ann Devaynes*, the Wife of the said *William Angus Devaynes*, formerly *Julia Ann Evans* Spinster, of the Second Part, and *Hayes O'Grady*, then residing at *Rockbarton* in the County of *Limerick*, Esquire, a Captain in the Royal Navy, *Standish Thomas O'Grady* of *Dublin*, Barrister at Law, and *Carew O'Grady* of *Aghamarter Castle, Caregaline*, in the County of *Cork*, Esquire, of the Third Part, it was witnessed, that for the Consideration of natural Love and Affection, and in order to make a Provision for his said Wife, and for any Children that he might have by his said Wife, and for the other Considerations in the said Indenture mentioned, he the said *William Angus Devaynes* did grant, bargain, sell, and release unto the said *Hayes O'Grady*, *Standish Thomas O'Grady*, and *Carew O'Grady*, and to their Heirs, amongst other things, all the Hereditaments and Premises comprised in the herein-before recited Indenture of the Twenty-sixth Day of *July* One thousand eight hundred and thirty-eight, subject nevertheless to the several herein-before recited Charges thereon, to hold the same, with the Appurtenances, subject

Settlement
of 30th April
and 1st May
1839.

subject as aforesaid; unto and to the Use of the said *Hayes O'Grady*, *Standish Thomas O'Grady*, and *Carew O'Grady*, their Heirs and Assigns for ever, nevertheless upon the Trusts and to and for the Ends, Intents, and Purposes therein-after declared concerning the same; and it was by the Indenture now in recital declared, that the said *Hayes O'Grady*, *Standish Thomas O'Grady*, and *Carew O'Grady*, and the Survivors and Survivor of them, and the Heirs of such Survivor, their or his Assigns, should stand possessed of the said Premises, and the Rents, Issues, and Profits thereof, upon trust for the said *William Angus Devaynes* and his Assigns for the Term of his natural Life, with Remainder as therein mentioned; and from and after the Decease of the said *William Angus Devaynes* and either of them the said *Louisa Garrett* and *Mary Wilde*, in case the said *Julia Ann Devaynes* should be then living, upon trust out of the aforesaid Rents, Issues, and Profits of the said Tenements and Hereditaments to pay the Annuities following; that is to say, in case either of them the said *Louisa Garrett* and *Mary Wilde* should be then living, upon trust to pay to the said *Julia Ann Devaynes* during her Life an Annuity or clear yearly Sum of Three hundred Pounds; but in case both the said *Mary Wilde* and *Louisa Garrett* should be then dead, or upon the Death of the Survivor of the said *Louisa Garrett* and *Mary Wilde*, upon trust to pay to the said *Julia Ann Devaynes* during her Life an Annuity or clear yearly Sum of Four hundred Pounds; such several Annuities of the said *Julia Ann Devaynes* to be paid, free from all Deductions whatsoever, by half-yearly Payments, the first of such Payments to become payable at the Expiration of One Half Year next after the happening of the Event upon which such Annuity of Three hundred Pounds or Four hundred Pounds, as the Case might be, was limited to arise under the Trusts aforesaid, to and for her sole and separate Use and Benefit, and independently of any Husband with whom she might intermarry, and free from his Debts and Control; and upon further Trust, within Calendar Months after the Decease of the Survivor of them the said *William Angus Devaynes*, *Julia Ann Devaynes*, *Louisa Garrett*, and *Mary Wilde*, either by Sale or Mortgage of the said Freehold Hereditaments or any Part thereof, or out of the Rents and Profits of the said Tenements and Hereditaments then in their Hands, or by such other Ways or Means as to them or him should seem meet, levy and raise the clear Sum of Ten thousand Pounds, and should stand possessed of such last-mentioned Sum upon the Trusts after declared; and in the Indenture now in recital was contained a Proviso that, subject to the said Annuities of Three hundred Pounds or Four hundred Pounds, as the Case might be, and the Payment of the said Sum of Ten thousand Pounds, and the several Trusts thereby declared for securing the same, the said Freehold Hereditaments should be and be held by the said *Hayes O'Grady*, *Standish Thomas O'Grady*, and *Carew O'Grady*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and his and their Assigns, upon trust only for the said *William Angus Devaynes*, his Heirs and Assigns, and to be conveyed and disposed of as he or they should direct; and by the Indenture now in recital it was declared, that the said Sum of Ten thousand Pounds, therein-before directed to be raised, should, when

the same should have been raised, be held by the said *Hayes O'Grady*, *Standish Thomas O'Grady*, and *Carew O'Grady*, their Executors, Administrators, and Assigns, upon the Trusts therein-after mentioned; (*videlicet*,) upon trust to invest the same in their Names in the Public Stocks or Funds, or in Government or Real Securities, with Power to vary and transpose the same; and upon trust to stand possessed of the Interest, Dividends, and annual Produce of such Trust Monies in trust for the Children of the said *William Angus Devaynes* as he should appoint, and in default of such Appointment, or so far as the same should not extend, in trust for all the Children equally, or the Child, if only One, of the said *William Angus Devaynes*, who should attain the Age of Twenty-one Years, or marry under that Age with Consent; and by the Indenture now in recital it was declared, that in case there should be no Child or Children who should attain a vested Interest in the said Trust Premises the same should, subject to such of the Trusts as might be subsisting or capable of taking effect, be in trust for the said *William Angus Devaynes*, his Executors, Administrators, and Assigns, absolutely; and in the Indenture now in recital was contained a Proviso that nothing therein contained should in any Manner operate to postpone any further Charge of the said Freehold Tenements and Hereditaments which should at any Time be made or executed by the said *William Angus Devaynes* to the said *James Parkinson*, or any other Person or Persons, provided the Principal Sum or Sums secured by such further Charge should not, together with the Monies then due upon the said Mortgage Indenture of the Fifth Day of *August* One thousand eight hundred and thirty seven, exceed in the whole the Sum of Twelve thousand Pounds: And whereas there is Issue of the Marriage of the said *William Angus Devaynes* with the said *Julia Ann Devaynes* One Child only; that is to say, *William Francis Devaynes*, an Infant of the Age of One Year or thereabouts: And whereas the said *Carew O'Grady* never acted under or accepted the said Trusts reposed in him jointly with the said *Hayes O'Grady* and *Standish Thomas O'Grady*; but by an Indenture dated the Twenty-fourth Day of *June* One thousand eight hundred and forty-four, and made between himself of the First Part, the said *William Angus Devaynes* and *Julia Ann Devaynes* of the Second Part, and the said *Hayes O'Grady* and *Standish Thomas O'Grady* of the Third Part, the said *Carew O'Grady* renounced and disclaimed all the Trusts, Estates, and Interests reposed or vested in him jointly with the said *Hayes O'Grady* and *Standish Thomas O'Grady* by the said Indentures of the Thirtieth Day of *April* and the First Day of *May* One thousand eight hundred and thirty-nine: And whereas the said *William Angus Devaynes* hath contracted and agreed to sell to the said *James Roberts West* the Estates comprised in the First Schedule to this Act for the Price or Sum of Forty-six thousand two hundred Pounds, which Sale cannot be carried into effect if the said Estates so contracted to be sold be not discharged or rendered capable of being discharged from the Charges created thereon by the several Instruments herein-before recited: And whereas by reason of the restrictive Trusts contained in the said recited Will and Codicils of the said *William Devaynes*; and in the

Contract for
Sale.

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said

said recited Indentures of the First Day of *June* One thousand eight hundred and ten and the Seventh Day of *February* One thousand eight hundred and twenty-one, the said recited Indenture of Release of the Twenty-first Day of *December* One thousand eight hundred and forty-three did not and could not discharge the Hereditaments conveyed to the said *Robert Nicholson Bruce* and *Edward Hosier Williams* by the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three from the said Jointure or Rent-charge of One thousand Pounds payable during the Life of the said *Louisa Garrett*; but it is expedient that the same should be confirmed: And whereas, if the Sum of Eight thousand two hundred Pounds so remaining due as aforesaid to the said *James Parkinson* were paid to him out of the Proceeds of the said Sale, the Funds, Estates, or Securities on which the Remainder of the said Purchase Money arising from the said Sale will be invested will, together with the other Estates devised by the Will of the said Testator *William Devaynes*, which are comprised in the Second Schedule to this Act, be an ample Security for the several Annuities, Sums of Money, and other Charges created by the several Instruments herein-before recited: And whereas the said Mortgage Debt of Eight thousand two hundred Pounds charged on the said Hereditaments in favour of the said *James Parkinson*, and the Interest due thereon, might be paid off and discharged, if the said Contract entered into with the said *James Roberts West* for the Sale to him of the said Hereditaments could be carried into effect; and it would be advantageous to all Persons interested if such Sale were effected, and such Mortgage Debt and Interest were paid off and discharged out of the Monies arising from the said Sale; and it is therefore expedient that the said Messuages, Tenements, and Hereditaments mentioned in the First Schedule to this Act should be vested in Trustees, freed and discharged from the Uses, Trusts, Charges, and Limitations declared and made by the said recited Will and Codicils, and the several other herein-before recited Instruments respectively, in trust to be sold as aforesaid, and that the Purchase Money to be received for the same should, after Payment of the said Mortgage Debt and Interest to the said *James Parkinson*, be applied in manner herein-after expressed: And whereas the said *Anna Maria Booth* is desirous of being released from the Trusts of the said Will of the said *William Devaynes*, which have become vested in her as such Devisee of the said *Frederick Booth* as aforesaid, and it is expedient that she be released accordingly: And whereas there are divers Terms of Years affecting or comprising all or some Part of the Hereditaments comprised in the First Schedule to this Act which are now vested in Trustees to attend the Inheritance of the same Hereditaments; and it is expedient that the same should be merged in the Freehold and Inheritance of the said Hereditaments and Premises: Wherefore Your Majesty's most dutiful and loyal Subject the said *William Angus Devaynes* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the Term and Terms of Years affecting or comprising

Terms of
Years affect-

prising all or any Part or Parts of the Hereditaments comprised in the First Schedule hereto, or of the Hereditaments comprised in the said Indenture of Release of the Twenty-first Day of *December* One thousand eight hundred and forty-three, that are attendant on the Freehold or Inheritance thereof, by express Declaration or by Construction of Law, shall be and the same are hereby absolutely merged.

ing Hereditaments in First Schedule merged.

II. And be it further enacted, That the Sale and Conveyance of the said Pieces or Parcels of Land herein-before mentioned to have been made on the Twenty-first Day of *December* One thousand eight hundred and forty-three to the said *Robert Nicholson Bruce* and *Edward Hosier Williams* shall be and the same are hereby absolutely ratified and confirmed, and that the Person or Persons entitled thereto under the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three shall have, hold, and enjoy the Hereditaments and Premises comprised therein, and every Part thereof, freed and for ever discharged of and from the Uses, Trusts, Estates, Jointures, Annuities, Charges, Powers, and Provisoes in and by the said Will and Codicils of the said *William Devaynes* deceased, or in and by the said Indenture of the First Day of *June* One thousand eight hundred and ten, or in and by any others of the herein-before recited Instruments respectively created and declared of and concerning the same, and particularly freed and discharged from the said legal Estate so vested as aforesaid in the said *Anna Maria Booth*, as Devisee of her said late Husband, and from the Term of Ninety-nine Years therein granted to the said *William Holme* and *Henry Jeanneret*; and that the said Term of Ninety-nine Years shall from and after the passing of this Act absolutely cease and determine as regards the Tenements and Hereditaments comprised in the said Indenture of Release of the Twenty-first Day of *December* One thousand eight hundred and forty-three.

Sale of 21st Dec. 1843 confirmed.

III. And be it further enacted, That from and immediately after the passing of this Act all those the several Manors or Lordships, Messuages, Farms, Lands, Tenements, and Hereditaments, more particularly mentioned and described in the said First Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be and the same are hereby vested in and settled upon the said *Robert Garrett*, at present residing at *Boyle* in the Kingdom of *Ireland*, a Lieutenant Colonel in Her Majesty's Service, and *Thomas Mayhew* of *Nether Court* near *Ramsgate* in the *Isle of Thanet*, Esquire; their Heirs and Assigns for ever, to the Use of them the said *Robert Garrett* and *Thomas Mayhew*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Devises, Uses, Estates, Trusts, Entails, Charges, Powers, Provisoes, Declarations, Limitations, and Agreements in and by the said Will and Codicils of the said Testator *William Devaynes* deceased, and in and by the said Indenture of the First Day of *June* One thousand

Lands in First Schedule vested in Trustees for Sale.

thousand eight hundred and ten, and in and by the said Indenture of the Seventh Day of *February* One thousand eight hundred and twenty-one, and in and by the said Indentures of the Twenty-second and Twenty-third Days of *March* One thousand eight hundred and thirty-seven, and the said Will of the said *Frederick Booth* deceased, and the said Indentures of the Twenty-fifth and Twenty-sixth Days of *July* One thousand eight hundred and thirty-eight, and the said Indentures of the Thirtieth Day of *April* and the First Day of *May* One thousand eight hundred and thirty-nine, and in and by any other or others of the herein-before recited Instruments respectively limited, expressed, created, declared, and contained of and concerning the same Hereditaments respectively, or any Part or Parts thereof, and of and from all and every Term and Terms of Years and outstanding legal Estates by the same or any of them granted, given, or created, and also of and from all other Term and Terms of Years affecting or comprising the same or any Part thereof that are attendant on the Freehold or Inheritance of the said Hereditaments and Premises, by express Declaration or by Construction of Law; but nevertheless upon trust and to the Intent that it shall and may be lawful to and for them the said *Robert Garrett* and *Thomas Mayhew*, or the Survivor of them, or the Heirs or Assigns of such Survivor, and they or he are or is hereby authorized and required, of their or his own proper Authority, without the Consent of any other Person or Persons whatsoever, to make sale and absolutely dispose of the said Messuages or Tenements, Lands, Hereditaments, and Premises comprised and described in the said First Schedule to this Act annexed, with the Appurtenances, and the Timber growing on the said Lands, and to convey the same unto and to the Use of the said *James Roberts West*, his Heirs and Assigns, or as he or they may direct or appoint, for the said Sum of Forty-six thousand two hundred Pounds for which he hath so contracted to purchase the same as aforesaid, absolutely freed, acquitted, exonerated, and discharged as aforesaid, any thing in the said Will of the said Testator *William Devaynes* deceased, or in any of the herein-before recited Instruments contained, to the contrary notwithstanding; and upon further Trust, in the Event of the said Contract for Sale to the said *James Roberts West* not being completed as to all or any Part of the Hereditaments comprised therein, to sell and dispose of such Hereditaments or any of them respectively, or any Part or Parts thereof respectively, either at one Time or several Times, and either in one Lot or several Lots, and either by public Auction or private Contract, or partly in each Mode, to any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof respectively, and for the best Price or Prices that can or may in the Opinion of the said *Robert Garrett* and *Thomas Mayhew*, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, be reasonably obtained for the same respectively, and upon such Terms, and upon such Conditions, Stipulations, and Agreements, as to Title or Evidence of Title, as they or he shall think fit, with full Power, Liberty, and Authority to buy in the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, or any of them, or any Part or Parts thereof, at any Sale by Auction, or to agree to rescind any private Contract

Contract or Agreements for Sale of all or any Part of the said Premises, and to resell the Premises so bought in or comprised in any such rescinded Contract at any future Auction or by private Contract, without being answerable for any Loss which may happen by such buying in, rescinding, or Re-sale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon Payment to the said *James Parkinson*, his Executors or Administrators, or into the Bank of *England*, in manner herein-after respectively directed, as the Case may be, of the Purchase Monies for which the same Hereditaments or any of them shall be sold, upon trust that they the said *Robert Garrett* and *Thomas Mayhew*, and the Survivor of them, and the Heirs of such Survivor, their or his Assigns, do and shall convey and assure the said Hereditaments which shall be so sold, with their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, according to the Nature of the same Hereditaments respectively, or to such Uses, and upon such Trusts, and for such Intents and Purposes, and in such Manner, as such Purchaser or Purchasers shall direct or require, absolutely freed, exonerated, and discharged as herein-before is mentioned.

IV. And be it further enacted, That it shall and may be lawful to and for the said *James Roberts West*, the Purchaser of the said Hereditaments and Premises comprised in the said First Schedule to this Act annexed, his Heirs or Assigns, by and out of the Purchase Monies to be given by him or them for the said Messuages, Lands, Hereditaments, and Premises, and the Timber thereon, to pay off and discharge the Principal Monies and Interest which shall be due and owing to the said *James Parkinson*, his Executors, Administrators, or Assigns, on the herein-before recited Mortgage Securities granted to him, and the Costs and Expences (if any) which he the said *James Parkinson*, his Executors, Administrators, or Assigns, shall be entitled to receive in respect thereof; and that the Residue of the said Sale Monies to be paid by the said *James Roberts West*, and by any other Person or Persons as aforesaid, shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* "The Trustees appointed by an Act passed in the Seventh and Eighth Years of the Reign of Her present Majesty, for effecting the Sale of Part of the devised Estates of *William Devaynes* deceased," (being this Act) pursuant to the Method prescribed by the Act passed in the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, and without Fee or Reward, according to the Act passed in the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Part of the Monies arising from the Sales to be paid to Mr. Parkinson, and the Balance into the Court of Chancery.

V. And be it further enacted, That the said *James Roberts West*, the Purchaser of the Hereditaments aforesaid, and such other Person and Persons as aforesaid respectively, their respective Heirs and Assigns, shall, from and after Payment of the Purchase Money for

The Trustees for Sale to convey to Purchaser.

[Private.]

the same in manner aforesaid, and after the Execution and Completion of the Conveyance and Assurance of the said Messuages or Tenements, Lands, Hereditaments, and Premises, in pursuance of this Act, (to which Conveyance and Assurance no other Person or Persons, except the said *Robert Garrett* and *Thomas Mayhew*, or the Survivor of them, or his Heirs or Assigns, and the said *William Angus Devaynes* or his Heirs, and the said *James Parkinson*, his Heirs, Executors, Administrators, or Assigns, shall be necessary Parties,) have, hold, and enjoy the said Hereditaments and Premises and every Part thereof respectively freed and for ever discharged of and from the Uses, Trusts, Estates, Jointures, Annuities, Charges, Powers, and Provisoos in and by the said Will of the said Testator *William Devaynes* deceased, or in and by any of the herein-before recited Instruments respectively created and declared of and concerning the same, and particularly freed and discharged of and from the said legal Estate vested in the said *Anna Maria Booth* as Devisee of the said *Frederick Booth*, the surviving Devisee in Trust under the said Will of the said Testator *William Devaynes*, and of and from the said annual Rent-charge of One thousand Pounds payable during the Life of the said *Louisa Garrett*, and of and from the said Term of Ninety-nine Years by the said Indenture of the First Day of *June* One thousand eight hundred and ten granted to the said *William Holme* and *Henry Jeanneret*, and of and from the said Annuity of Two hundred Pounds or Three hundred Pounds, as the Case may be, and the Sum of Eight thousand Pounds, respectively charged by the said Indentures of the Twenty-fifth and Twenty-sixth Days of *July* One thousand eight hundred and thirty-eight, and of and from the said Annuity of Three hundred Pounds or Four hundred Pounds, as the Case may be, and the said Principal Sum of Ten thousand Pounds, respectively charged by the said Indentures of the Thirtieth Day of *April* and the First Day of *May* One thousand eight hundred and thirty-nine, and of and from all Terms of Years created by any other Instruments whatsoever, that are attendant on the Freehold and Inheritance of the said Hereditaments, by express Declaration or by Construction of Law.

Mr. Parkinson's Receipt as to 10,000*l.*, and the Certificate of the Accountant General and Receipt of the Cashier of the Bank, to be good Discharges.

VI. And be it further enacted, That the Receipt or Receipts in Writing of the said *James Parkinson*, his Executors or Administrators, signed by his or their proper Hands, shall be a good and sufficient Discharge to the said *Robert Nicholson Bruce* and *Edward Hosier Williams*, and the Survivor of them, their Heirs, Executors, Administrators, and Assigns respectively, for the Sum of One thousand eight hundred Pounds, being the Purchase Money of the Hereditaments comprised in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, and also a good and sufficient Discharge to the said *James Roberts West*, or to such other Person or Persons as may become the Purchaser or Purchasers of the Hereditaments comprised in the said First Schedule, in the event of the said Contract for Sale thereof not being completed, for so much of the Purchase Money of the Estates agreed to be sold as aforesaid, to the said *James Roberts West*, not exceeding in the whole, with the Purchase Money of the Hereditaments already

already conveyed by the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three, the Sum of Ten thousand Pounds, as in such Receipt or Receipts shall be expressed to have been received; and that the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* thereto annexed, and filed in the Registrar's Office of the said Court of Chancery, of the Payment into the Bank of *England* of the Residue of the Purchase Money agreed to be paid by the said *James Roberts West* as aforesaid, and of the Purchase Monies of any of the same Estates hereafter to be sold (in the event of the said Contract not being completed), shall from Time to Time and at all Times be a good and sufficient Discharge to the said *James Roberts West*, his Heirs, Executors, and Administrators, for the Residue of his said Purchase Money, or, as the Case may be, to such other Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for the Monies for which such Certificates and such Receipt or Receipts shall be so given; and after obtaining such Receipt from the said *James Parkinson*, or filing such Certificate or Certificates, as the Case may be, such Purchaser or Purchasers, and his, her, or their Executors, Administrators, and Assigns, shall be absolutely and for ever freed and discharged of and from the same Purchase Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

VII. And be it further enacted, That all Monies arising from such Sales as aforesaid, (after deducting the Monies to be paid to the said *James Parkinson*, his Executors, Administrators, or Assigns, as aforesaid, and such Costs, Charges, and Expences as herein-after mentioned,) shall, upon a Petition to be presented to the said Court of Chancery in a summary Way by the said *William Angus Devaynes*, his Heirs or Assigns, or by the Guardian or Guardians of such of the said Heirs or Assigns as for the Time being shall be a Minor or Minors, and, under the Direction of the said Court, be laid out or invested in the Purchase of any other Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of Inheritance, to be situate in *England* or *Wales*, or in both, 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 (to be obtained upon Petition, in the like Manner), conveyed, assured, and settled to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Limitations, and Declarations, as under or by virtue of the said recited Will and Codicils of the said *William Devaynes* deceased, and the said Indenture of the First Day of *June* One thousand eight hundred and ten, and the said Indenture of Settlement of the Seventh Day of *February* One thousand eight hundred and twenty-one, and the said Indentures of Lease and Release of the Twenty-second and Twenty-third Days of *March* One thousand eight hundred and thirty-seven, and the said Indentures of Lease and Release

Monies arising from Sales, after Payment of Expences and Mortgage, to be laid out in the Purchase of other Estates, to be settled to the same Uses.

Power to W. A. Devaynes to charge 2,000*l.* on the Estates in priority, for the Charges in favour of his Sister and Wife respectively.

Release of the Twenty-fifth and Twenty-sixth Days of *July* One thousand eight hundred and thirty-eight, and the said Indentures of Lease and Release of the Thirtieth Day of *April* and the First Day of *May* One thousand eight hundred and thirty-nine, or any or either of them, the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested as aforesaid would have been or stood settled or limited to if the same had not been sold as aforesaid, but so nevertheless that the legal Estate of such Manors, Messuages, Farms, Lands, Tenements, and Hereditaments so to be purchased shall be vested in the said *Robert Garrett* and *Thomas Mayhew*, their Heirs or Assigns, or other the Trustee or Trustees for the Time being to be appointed in the Room of them or either of them, under the Powers of this Act, and shall not be vested in the said *Anna Maria Booth*, her Heirs or Assigns; with full Power to the said *William Angus Devaynes*, his Heirs or Assigns, to charge the said Manors, Messuages, Hereditaments, and Premises so to be purchased as aforesaid, or any Part thereof, with the Sum of Two thousand Pounds, in preference or priority to the Charge created thereon by the said Indentures of Lease and Release of the Twenty-fifth and Twenty-sixth Days of *July* One thousand eight hundred and thirty-eight, and the said Indentures of Lease and Release of the Thirtieth Day of *April* and the First Day of *May* One thousand eight hundred and thirty-nine, such Sum of Two thousand Pounds being the Residue of the Sum of Twelve thousand Pounds which the said *William Angus Devaynes* was authorized and empowered by the said Indentures respectively to charge upon the said Hereditaments and Premises in preference to the Rights and Interests to be enjoyed under the said Indentures.

Monies to be invested in Three per Cent. Consols or Reduced Annuities until laid out in the Purchase of Land.

VIII. And be it enacted, That in the meantime and until such Purchase or Purchases shall respectively be made as aforesaid, the Monies so directed to be laid out in the Purchase of Manors, Messuages, Farms, Lands, and Hereditaments under the Provisions of this Act as aforesaid, shall be laid out by the said Accountant General in the Purchase of Bank Three Pounds *per Centum* Consolidated or Reduced Annuities or Government Securities, in the Name of the said Accountant General, to be placed to his Account to the Credit of the Trustees appointed by this Act as aforesaid, to remain until the said Court of Chancery shall, by some Order or Orders to be obtained on Petition in a summary Way by or on behalf of such Person or Persons as is or are herein-before authorized to present such Petition, be ordered to be sold by the Accountant General for the completing of any Purchase or Purchases hereby authorized to be made as aforesaid, and that the Dividends, Interest, and annual Proceeds of the said Bank Annuities or Government Securities shall be paid to the Person or respective Persons who, under or by virtue of the Provisions and Directions in this Act expressly or by reference contained, would for the Time being be entitled to the Rents, Issues, and Profits of the Hereditaments herein-before directed to be purchased, in case the same had been so purchased.

IX. And

IX. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time (upon Petition to be presented in a summary Way by such Person or Persons as herein-before directed in other Cases) to make such Order as to the said Court shall seem expedient or reasonable for allowing, taxing, or settling all Costs, Charges, or Expences which have been or shall be incurred in obtaining and passing this Act, or preparatory thereto, and in making and completing the Sales and Purchases hereby authorized to be made, or otherwise in carrying into execution the Trusts and Purposes of this Act, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from any such Sale or Sales of the said Manors and Hereditaments by this Act directed to be sold, or out of any Monies to arise by the Sale of any of such Bank Annuities or Government Securities to be purchased as aforesaid.

Court of Chancery empowered to make Orders for Taxation and Payment of Costs.

X. And be it further enacted, That in the meantime and until such Sale or Sales as aforesaid shall be made of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby made saleable as aforesaid, the said *Robert Garrett* and *Thomas Mayhew*, and the Survivor of them, his Heirs and Assigns, shall permit the Rents and Profits of the same Hereditaments, or such Parts thereof as shall from Time to Time be remaining unsold, to be had, received, and taken by the Person or Persons who would have been entitled to the same in case this Act had not been made.

Until Sale, the Rents to be received by the Persons entitled.

XI. And be it further enacted, That, for the Purpose of absolutely exonerating the said *Anna Maria Booth* from all further Discharge of the Trusts of or in any way incident to the said Will of the said *William Devaynes*, all those the several Messuages, Dwelling Houses, Lands, Tenements, and Hereditaments more particularly mentioned and described in the Second Schedule to this Act, and all other the Manors, Lands, Messuages, and Hereditaments (if any) devised by the said Will of the said *William Devaynes*, and now vested in the said *Anna Maria Booth* as aforesaid, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall, from and immediately after the passing of this Act, be and the same are hereby vested in and settled upon the said *Robert Garrett* and *Thomas Mayhew*, their Heirs and Assigns for ever, in the place and stead of the said *Anna Maria Booth*, her Heirs and Assigns, nevertheless upon the same Trusts, and with, under, and subject to the same Annuities, Charges, Incumbrances, Powers, Provisoos, Agreements, and Declarations, as the same are now respectively subject or liable to; and that from and after the passing of this Act the said *Anna Maria Booth* shall not be required to exercise, perform, or execute any Power, Act, Deed, Conveyance, Matter, or Thing relating or in any way appertaining to the Trusts of the said Will of the said *William Devaynes*, or to any other Trusts affecting his devised Estates, but that the same shall and may be exercised, performed, and executed by the said *Robert Garrett* and

Anna Maria Booth exonerated from all further Discharge of the Trusts of W. Devaynes.

[Private.]

Thomas Mayhew, their Heirs and Assigns, in as full, ample, and effectual a Manner as the said *Anna Maria Booth*, her Heirs or Assigns, could have exercised, performed, or executed the same if this Act had not been passed.

Power of leasing given to the Trustees.

XII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *Robert Garrett* and *Thomas Mayhew*, and the Survivor of them, his Heirs and Assigns, from Time to Time, with the Consent in Writing of the said *James Roberts West*, so long as his said Contract for the said Purchase shall remain in force; and afterwards at Discretion, such Consent however to be required only as to the Hereditaments comprised in his said Contract, to demise and lease all or any Part or Parts of the Hereditaments hereby vested in them, in trust as aforesaid, whilst the same shall remain unsold, or such Part or Parts thereof as from Time to Time shall be remaining unsold, or all or any Part of the Messuages, Lands, Tenements, and other Hereditaments to be purchased in lieu thereof, under the Authority herein-before contained, with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in possession, and not in reversion or by way of future Interest; so that there be reserved and made payable on every such Lease during the Continuance thereof the best and most improved yearly Rent and Rents, to go along with and be incident to the immediate Reversion of the Premises so to be leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that in every such Lease there be contained a Condition of Re-entry on the Nonpayment of the Rent or Rents to be therein or thereby respectively reserved by the Space of Twenty-one Days next after the same shall become due and payable; and so that the Lessee or respective Lessees to whom such Lease or Leases shall be made seal and deliver a Counterpart or Counterparts of such Lease or Leases; and so that none of the Lessees to whom any such Lease or Leases shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, any thing herein contained to the contrary notwithstanding.

Power to appoint new Trustees.

XIII. Provided always, and it is hereby further enacted, That if the said *Robert Garrett* and *Thomas Mayhew*, or either of them, or any Trustee or Trustees who shall be appointed in the Stead of them or either of them, as herein-after mentioned, or their or any of their Heirs or Assigns, shall die, or be desirous to be discharged from or become incapable to act in the Trusts hereby created, at any Time before the said Trusts shall be fully executed and performed, 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 any Person or Persons herein-before authorized to present such Petition in other Cases) to appoint the Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or desiring to be discharged, or becoming incapable to act, as aforesaid;

aforesaid; and thereupon the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested as aforesaid, or such of them as shall from Time to Time be remaining unsold, shall with all convenient Speed be conveyed and transferred so and in such Sort and Manner as to become legally vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case may require; and their Heirs and Assigns, upon the Trusts and to and for the Intents and Purposes herein-before expressed and declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and every such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be so substituted or appointed.

XIV. Provided always, and be it further enacted, That none of the said present or future Trustees of this Act shall be answerable or accountable for the other or others of them, or for involuntary Losses; and that by and out of any 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 or him to retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expences which they or he may respectively incur or sustain in carrying the Trusts of this Act into execution, and not herein particularly provided for.

Trustees
not answer-
able for
others.

XV. And whereas the said *John Williamson* and *Louisa Amelia Wilhelmina Williamson*, and their said Two Children, are now in *New Brunswick*, and their Consents to this Act have not been proved; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *John Williamson*, or his infant Children, or the said *Louisa Amelia Wilhelmina Williamson* his Wife, respectively, or against any Person or Persons claiming by, from, through, or under him, her, them, or any of them respectively, until the said *John Williamson* for himself and his infant Children, and the said *Louisa Amelia Wilhelmina Williamson* for herself, shall severally signify their respective Consents to this Act by Writing under their respective Hands, attested by One or more credible Witness or Witnesses; and such Writing or Writings under the respective Hands of the said *John Williamson* and *Louisa Amelia Wilhelmina Williamson* respectively shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consents respectively the same shall severally and respectively be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *John Williamson* and his infant Children, and the Issue hereafter to be born of the said *Louisa Amelia Wilhelmina Williamson*, and upon the said *Louisa Amelia Wilhelmina Williamson*, respectively, and all Persons claiming or to claim by, from, through, or under them respectively, as if such Consents respectively had been obtained and proved before the passing of this Act; and such Consents may be given

Act not to
operate
against John
Williamson,
his Wife and
Children,
&c., until
they shall
signify their
Consents.

given respectively in the Forms or to the Effect following; that is to say,

Forms of
Consent.

‘ I *John Williamson*, at present in *New Brunswick*, a Captain in Her Majesty’s Thirty-third Regiment, do hereby, on behalf of myself and my infant Children, and of all Issue of my Wife *Louisa Amelia Wilhelmina Williamson* hereafter to be born, consent to an Act of Parliament passed or to be passed in the Seventh and Eighth Years of the Reign of Queen *Victoria*, intituled *An Act for vesting Parts of the Estates of William Devaynes Esquire, deceased, in Trustees, upon trust to be sold; and for paying off a Mortgage Debt of Eight thousand two hundred Pounds due to James Parkinson Esquire, out of the first Purchase Monies; and for laying out the Residue of the Purchase Monies, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled to the same Uses.* Given under my Hand the _____ Day of _____ in the Year of our Lord One thousand eight hundred and forty _____

‘ I *Louisa Amelia Wilhelmina Williamson*, at present in *New Brunswick*, the Wife of *John Williamson*, do hereby, on behalf of myself and my infant Children, and of all or any Child or Children or Issue of mine hereafter to be born, consent to an Act passed or to be passed in the Seventh and Eighth Years of the Reign of Queen *Victoria*, intituled *An Act for vesting Parts of the Estates of William Devaynes Esquire, deceased, in Trustees, upon trust to be sold; and for paying off a Mortgage Debt of Eight thousand two hundred Pounds due to James Parkinson Esquire, out of the first Purchase Monies; and for laying out the Residue of the Purchase Monies, under the Direction of the Court of Chancery, in the Purchase of other Estates, to be settled to the same Uses.* Given under my Hand the _____ Day of _____ One thousand eight hundred and forty _____

Proviso.

Provided nevertheless, that in case the said *John Williamson* and *Louisa Amelia Wilhelmina Williamson*, or either of them, shall depart this Life before signing such Consent as aforesaid, then this Clause and the Restriction herein contained (so far only as the same may apply to or concern the Parties or Party so dying, and all Persons claiming or to claim by, from, through, or under him or her, as the Case may be,) shall be absolutely void to all Intents and Purposes whatsoever: Provided also, that such Consents as aforesaid, or either of them, shall be valid, and operate, when signed, before or after the passing of this Act, upon the same being respectively enrolled as aforesaid.

Act not to
operate
against
Standish
Thomas
O’Grady, &c.
until he has
made a Re-
nunciation of

XVI. And whereas the said *Standish Thomas O’Grady* is now in *Ireland*, and, having never acted in the Trusts next hereinafter mentioned; has expressed his Determination to renounce and disclaim all the Trusts, Estates, and Interests reposed or vested in him jointly with the said *Hayes O’Grady* and *Carew O’Grady* by the said Indentures of the Thirtieth Day of *April* and First Day of *May* One thousand eight hundred and thirty-nine, but no Deed of Renunciation

Renunciation and Disclaimer thereof by him hath yet been proved; all Trusts, be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Standish Thomas O'Grady*, or against any Person or Persons claiming by, from, through, or under him, until the said *Standish Thomas O'Grady* shall have renounced and disclaimed all the Trusts, Estates, and Interests aforesaid by Writing under his Hand, attested by One or more credible Witness or Witnesses; and such Writing under the Hand of the said *Standish Thomas O'Grady* shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such written Renunciation and Disclaimer the same shall be deemed and taken as Part and Parcel of this Act, and as if recited herein and duly proved, and shall be as conclusive and binding upon the said *Standish Thomas O'Grady*, and all and every Persons and Person claiming or to claim by, from, through, or under him, as if such written Renunciation and Disclaimer had been obtained and proved before the passing of this Act; and such Renunciation and Disclaimer may be made in the Form or to the Effect following; (that is to say,)

‘ I *Standish Thomas O'Grady* of *Dublin*, Barrister at Law, having never acted in the Trusts of a certain Indenture of Settlement dated the First Day of *May* One thousand eight hundred and thirty-nine, and made or mentioned to be made between *William Angus Devaynes* of *Updown House* in the Isle of *Thanet* in the County of *Kent*, Esquire, a Captain in Her Majesty's Service, of the First Part, *Julia Ann Devaynes*, Wife of the said *William Angus Devaynes*, formerly *Julia Ann Evans* Spinster, of the Second Part, and *Hayes O'Grady* of *Rockbarton* in the County of *Limerick*, Esquire, a Captain in the Royal Navy, myself, and *Carew O'Grady* of *Aghamarter Castle, Caregaline*, in the County of *Cork*, Esquire, of the Third Part, do hereby renounce and disclaim all the Trusts, Estates, and Interests reposed or vested in me jointly with the said *Hayes O'Grady* and *Carew O'Grady* by the said Indenture of the First Day of *May* One thousand eight hundred and thirty-nine, and another Indenture dated the Thirtieth Day of *April* One thousand eight hundred and thirty-nine, and recited or referred to in the said last-mentioned Indenture. Given under my Hand, the Day of _____ in the Year of our Lord One thousand eight hundred and forty _____.

Form of Renunciation.

Provided nevertheless, that in case the said *Standish Thomas O'Grady* shall depart this Life before signing such Renunciation and Disclaimer as aforesaid, then this Clause and the Restriction herein contained shall be absolutely void to all Intents and Purposes whatsoever: Provided also, that such Renunciation and Disclaimer as aforesaid shall be valid and operative, whether signed before or after the passing of this Act, upon the same being enrolled as aforesaid.

Proviso,

XVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies

General Saving,

[Private.]

Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *William Angus Devaynes*, and the Heirs of his Body, and his Heirs general, and the said *Robert Garrett* and *Louisa Garrett* his Wife; and also the said *James Thomas Westbrook White*, his Executors, Administrators, and Assigns, as Trustee of the said Indenture of the First Day of *June* One thousand eight hundred and ten, and of the Term of Ninety-nine Years thereby created; and also except the said *Charlès Bowland Cotton*, *Robert Ballard Johnstone*, and *Richard Roy*, their Heirs, Executors, Administrators, and Assigns, as such Trustees under the said Indenture of the Fourth Day of *May* One thousand eight hundred and thirty-seven, and of the Jointure or yearly Charge of One thousand Pounds; and also except the said *Anna Maria Booth*, her Heirs and Assigns, as such Devisee as aforesaid of the Estates vested in her said Husband as surviving Devisee under the Will of the said Testator *William Devaynes*, and also except the said *James Parkinson*, his Heirs, Executors, Administrators, and Assigns; and also except the said *John Williamson* and the said *Louisa Amelia Wilhelmina* his Wife, and each of them, and *Georgina Louisa Anne Williamson* and *Robert Frederick Williamson* (the Son and Daughter of the said *John Williamson* and *Louisa Amelia Wilhelmina* his Wife), and all and every other Son and Sons, Daughter and Daughters of the said *Louisa Amelia Wilhelmina* hereafter to be born, and the Executors, Administrators, and Assigns of the said *Louisa Amelia Wilhelmina Williamson*; and also except the said *Robert Garrett*, *Norwich Duff*, and *Richard Roy*, their Heirs, Executors, Administrators, and Assigns, as Trustees of the said Settlement of the Twenty-sixth Day of *July* One thousand eight hundred and thirty-eight; and also except the said *William Angus Devaynes* and the said *Julia Ann Devaynes* his Wife, and each of them, and the said *William Francis Devaynes* their Son, and all and every other Child and Children of the said *William Angus Devaynes* hereafter to be born; and also except the said *Hayes O'Grady* and *Standish Thomas O'Grady*, their Heirs and Assigns, as Trustees of the said Indenture of the First Day of *May* One thousand eight hundred and thirty-nine, or the Heirs, Executors, Administrators, and Assigns of every such Person or Persons; and also except all and every the Person and Persons whatsoever having or claiming any Right or Interest as Trustee or Trustees of any Term or Terms of Years affecting or comprising all or any Part of the Hereditaments comprised in the First Schedule hereto, to attend the Freehold or Inheritance thereof,) all such Estate or Estates, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments hereby vested in trust to be sold, or intended so to be, or any Part or Parts thereof, or comprised in the said Indenture of the Twenty-first Day of *December* One thousand eight hundred and forty-three; as they respectively, every or any of them, had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

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

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

The FIRST SCHEDULE referred to by this Act.

Where situate.	Names and Description of Lands and Premises.	Quantities.			Yearly Rent.		
	<i>The Manor of Atherstone upon Stour and Ailstone.</i>						
	ATHERSTONE FARM.			A.	R.	P.	£ s. d.
Parish of Atherstone upon Stour in the County of Warwick.	Atherstone House, Buildings, Garden, &c.	1	2	29			
	Orchard - - - - -	2	3	1			
	Little Stone - - - - -	1	2	38			
	Great Stone - - - - -	10	2	28			
	Absom - - - - -	7	3	1			
	Englands - - - - -	21	3	5			
	Close - - - - -	9	3	32			
	Greenway - - - - -	6	0	14			
	Grove - - - - -	13	1	26			
	Lane - - - - -	0	1	32			
	Grove - - - - -	9	1	26			
	Upper and Lower Middledeus - - - - -	26	0	8			
	Long Meadow, Barn and Buildings - - - - -	11	0	19			
	Upper Holding - - - - -	23	0	6			
	Sand Pit Corner - - - - -	18	3	19			
	Top Churchill - - - - -	13	0	17			
	Colchester Hill - - - - -	20	2	18			
	Little Hill - - - - -	6	1	25			
	Spring Churchill - - - - -	16	3	5			
	Great ditto - - - - -	22	2	4			
	The Ground Age - - - - -	14	1	25			
	Gally Hooks - - - - -	10	0	0			
	Ground below Little Hill - - - - -	11	3	28			
	Barn and Building.						
	Ground next Bison's Brake - - - - -	11	0	39			
	Ley Meadow - - - - -	4	0	17			
	Oven Meadow - - - - -	5	0	36			
	Brake Ground - - - - -	12	3	36			
Part of Furze Ground - - - - -	3	0	20				
Gorse - - - - -	12	0	10				
Minevah - - - - -	7	2	5				
Ditto - - - - -	6	0	0				
Leasows - - - - -	32	2	20				
Seven Cottages and Gardens in the Occupation of William Fletcher, John Field, James Rous, Richard Hodgkins, Bonner Wilkes, James Thompson, and William Headland.	1	2	29				
	379	2	8	£	525	0	0

Where situate.	Names and Description of Lands and Premises.	Quantities.			Yearly Rent.		
		A.	R.	P.	£	s.	d.
	AILSTONE FARM.						
	Ailstone House, Buildings, Garden, and Orchard.		—				
	Ten Dwelling Houses, with Gardens, in the Occupation of William Hadlon, Joseph Hadlon, John Freeman, George Wilkes, John Ingram, John Harris, James Gaydon, William Watts, Thomas Nash, William Moseley, the Morton and Ship-ton Railway Company.	2	0	0			
	Orchard	1	0	24			
	Meadow	3	1	30			
	Ailstone Little Meadow	7	3	4			
	Great ditto	19	2	33			
	Pigstrough Close	28	2	13			
	Gravel Pit Ground	21	0	7			
	Cow Ground	21	3	29			
	Home Ground	13	0	13			
	Dry Meadow	18	1	39			
	Malpit Ground	25	1	11			
	The Broom	19	2	3			
	Barn Ground	15	1	39			
	Warren Ground	18	0	3			
	Long Furlong	11	3	12			
	Buildings, Barn, &c.	1	0	10			
	The Inns	12	1	22			
	Ailstone Piece	16	0	29			
	Rough Leaze	26	0	31			
	Fallow Tree Ground	21	2	18			
	Old Barn and Tebbs Elm	20	3	4			
	Little Hill	15	0	21			
	Bartneys	15	3	10			
	Burnt Ground	14	2	23			
	Great Hill	30	0	10			
	Great Pasture	30	1	0			
	Pasture Ground	15	0	0			
	Further Little Pasture	16	1	17			
	Total	471	2	23			
	HINES FARM.						
Parish of Clifford Chambers in the County of Gloucester.	Hines House, Buildings, &c.	0	2	3			
	Grounds	23	1	36			
	Little ditto	7	2	3			
	Like ditto	7	1	2			
	The Great Ground	22	1	22			
	The Hine Three Corner Meadow	11	0	32			
	Brake Ground	13	1	34			
	Sand Ground	21	1	13			
	Ash Ground	11	3	31			
	Hines Meadow	5	3	7			
	Plantation	0	1	13			
	Bridle Ground	7	1	29			
	Square Ground	14	1	0			
	Ten Acre Meadow	11	0	12			
Little Ground	7	0	28				
	Total	163	1	24	£870	0	0

[Private.]

The SECOND SCHEDULE referred to by this Act.

Where situate.	Names and Description of Fields and Premises.	Quantities.			Yearly Rent.
		A.	R.	P.	£ s. d.
Parishes of Saint John the Baptist and Saint Peter the Apostle in the Isle of Thanet, or one of them.	Updown House, Buildings, Garden, &c. -	-	-	-	In hand.
	Updown Farm-house, Buildings, and Green	3	2	32	
	Green Pasture (now Arable) - - -	4	0	38	
	Salmston Bottom - - - - -	13	3	34	
	Salmston Hill - - - - -	11	3	36	
	Drapers Field - - - - -	12	3	4	
	Part of Summer House Close - - -	12	2	8	
	The Green - - - - -	4	1	2	
	Hog Green - - - - -	8	1	29	
	Hog Green Field - - - - -	49	0	12	
	Jordan's Dane, - - - - -	4	3	11	
	The Five Acres - - - - -	5	1	14	
	Buddle's Acre - - - - -	0	3	18	
	Buddle's Field - - - - -	6	3	25	
	Round Hill - - - - -	44	1	24	
	Hall's Dane Bottom - - - - -	56	1	26	
	Birche's Land - - - - -	2	0	0	
	North Down Hill - - - - -	5	2	21	
	Cottage and Garden - - - - -	0	1	18	
	Saint Sebastian's Close - - - - -	4	2	9	
Saint Sebastian's Field and Cottage -	5	0	9		
Saint Sebastian's Close or Triangle Piece	6	3	26		
		264	0	36	609 0 0
Iping in the County of Sussex.	Two Paper Mills, called Iping Mills, with the Mill Houses, Work Houses, Engine Houses, Drying Houses, Finishing Houses, Drying Lofts, Water Wheels, Geers, Rag Houses, Yards, and Premises, and the River Arun and other Streams thereto adjoining, Two Cottages, Garden, and Wood House.	0	2	7	
	Dwelling House, Garden, Stables, and Offices.	-	-	-	
	Church Field - - - - -	2	0	4	
	Mill Mead - - - - -	1	2	26	
	Mill Plot, Cottages, and Water -	3	1	38	
Minstead in the County of Sussex.	Dwelling House, Orchard, and Close -	2	0	0	250 0 0
Pall Mall in the City of Westminster.	A Messuage and Premises, being No. 32 in Pall Mall.	-	-	-	210 0 0

J. W. Poundley.