



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. 40.

An Act for empowering the Trustees of the Will, as to his Real Estate, of *Silvanus Bevan* Esquire, deceased, to sell the Freehold Estates in the Counties of *Wilts* and *Berks* devised by the same Will, and for laying out the Money to arise from such Sale in the Purchase of other Estates, to be settled to the same Uses. [15th July 1837.]

WHEREAS *Silvanus Bevan* late of *Gloucester Place* in the Parish of *Saint Mary-le-bone* in the County of *Middlesex*, Esquire, made and published, in such Manner as by Law is required for the valid Devise of Freehold Estates, his last Will and Testament in Writing as to his Real Estate bearing Date the Twenty-seventh Day of *July* One thousand eight hundred and twenty-one, and thereby gave and devised all and singular his Freehold Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever held by him in Fee Simple, and situate and being in the Counties of *Wilts* and *Berks* and each of them, with their and every of their Rights, Members, and Appurtenances, unto *Richard Lee* of *Weymouth Street* in the said Parish of *Saint Marylebone* and County of *Middlesex*, Esquire, and to *Robert Barclay* and *John Tritton* the younger of *Lombard Street* in the City of *London*, Bankers, to hold the same unto them the said *Richard Lee*, *Robert Barclay*, and *John Tritton*,
[Private.]

Will of *Silvanus Bevan*, Esq. as to his Real Estates, 27th July 1821.

their Heirs and Assigns, to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, and Declarations therein-after expressed, limited, declared, and contained of and concerning the same; (that is to say,) to the Use of his eldest Son *David Bevan* and his Assigns during his natural Life, without Impeachment of Waste (voluntary or permissive Waste in Houses or Buildings only excepted); with Remainder to the Use of *Robert Cooper Lee Bevan*, eldest Son of the said *David Bevan*, and his Assigns, during the natural Life of the said *Robert Cooper Lee Bevan*, without Impeachment of Waste (except such Waste as aforesaid); with Remainder to the Use of the said *Richard Lee*, *Robert Barclay*, and *John Tritton*, and their Heirs, during the natural Life of the said *Robert Cooper Lee Bevan*, upon Trust to support the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son and all and every other Son and Sons of the said *Robert Cooper Lee Bevan*, severally and successively in Tail Male; with Remainder to the Use of *Richard Lee Bevan*, Second Son of the said *David Bevan*, and his Assigns, during his natural Life, without Impeachment of Waste (except such Waste as aforesaid); with Remainder to the Use of the said Trustees and their Heirs during the natural Life of the said *Richard Lee Bevan*, upon Trust to support the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son and all and every other Son and Sons of the said *Richard Lee Bevan* severally and successively in Tail Male; with Remainder to the Use of *David Barclay Bevan*, Third Son of the said *David Bevan*, and his Assigns, during his natural Life, without Impeachment of Waste (except such Waste as aforesaid); with Remainder to the Use of the said Trustees and their Heirs during the natural Life of the said *David Barclay Bevan*, upon Trust to support the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son and every other Son and Sons of the said *David Barclay Bevan*, severally and successively in Tail Male; with Remainder to the Fourth, Fifth, and all and every other Son and Sons of the said *David Barclay Bevan* to be lawfully begotten, severally and successively in Tail Male; with Remainder to the Use of his (the Testator's) Second Son *Henry Bevan* and his Assigns during his natural Life, without Impeachment of Waste (except such Waste as aforesaid); with Remainder to the Use of the said Trustees and their Heirs during the natural Life of the said *Henry Bevan*, upon Trust to support the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son and all and every other Son and Sons of the said *Henry Bevan* in Tail Male; with Remainder to the Use of his (the Testator's) Third Son *Frederick Bevan* and his Assigns during his natural Life, without Impeachment of Waste (except such Waste as aforesaid); with Remainder to the Use of the said Trustees and their Heirs during the natural Life of the said *Frederick Bevan*, upon Trust to support the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son and all and every other Son and Sons of the said *Frederick Bevan*, severally and successively in Tail Male; with Remainder to the Use of his the Testator's Fourth Son *Charles Bevan* and his Assigns during his natural Life, without Impeachment of Waste (except such Waste as aforesaid); with Re-
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mainder to the Use of the said Trustees and their Heirs during the natural Life of the said *Charles Bevan*, upon Trust to support the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First Son and all and every other Son and Sons of the said *Charles Bevan*, severally and successively in Tail Male; with divers Remainders over, with the ultimate Remainder to the Use of his (the Testator's) own right Heirs for ever; and the said Testator thereby empowered all and every Person and Persons respectively, being Tenant for Life or in Tail under the Limitations therein-before contained or by Descent, when and as they should by virtue of the Limitations therein-before contained respectively or by Descent be in the actual Possession of or entitled to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, and Hereditaments thereby devised, or any Part or Parts thereof, to subject or charge in manner therein mentioned all or any Part or Parts of the same Manors, Messuages, Lands, and Hereditaments to or with the Payment of any Sum or Sums of Money not exceeding in the whole the Principal Sum of Ten thousand Pounds for the Portion or Portions of all or any Daughter or Daughters or younger Son or Sons of their respective Bodies lawfully to be begotten, with lawful Interest for the same, to be paid or shared and divided in manner therein mentioned; and the said Testator thereby also empowered the Person or Persons who for the Time being should be Tenant or Tenants for Life or in Tail in Possession of or entitled to the Receipt of the Rents of all or any of the said Manors, Messuages, Lands, and Hereditaments during the Continuance of his, her, or their Estate or respective Estates, and to and for the said Trustees for the Time being to support contingent Remainders, or to or for the Executors or Administrators of any Trustee who should have left an infant Heir or Devisee, from Time to Time to make Leases of all or any Part of the said Manors, Messuages, Lands, and Hereditaments in manner and subject to the Restrictions therein mentioned; and the said Testator thereby also empowered the said *Richard Lee*, *Robert Barclay*, and *John Tritton*, or the Survivors or Survivor of them, his Executors or Administrators, at the Request and by the Direction of the Person or Persons who for the Time being should be in the Possession of or entitled to the Receipt of the Rents of the said Manors, Messuages, Lands, and Hereditaments, in case such Person or Persons should be of the Age of Twenty-one Years, and free from all Disabilities except Coverture, which Coverture was not to be deemed a Disability, and in case of any such Disability as aforesaid then in the Discretion and of the proper Authority of the said Trustees or Trustee for the Time being of that Power (such Consent to be testified as therein mentioned), by way of Exchange for or in lieu of any other Lands and Hereditaments to be situate in some Part of *England* or in the Principality of *Wales*, to dispose of or give in Exchange all or any Part of the said Manors, Messuages, Lands, and Hereditaments in manner therein mentioned; and the said Testator directed that the said Trustees or Trustee for the Time being of the said Power of Exchange should settle and assure or cause to be settled and assured the Hereditaments which from Time to Time should be received by way of Exchange as therein-before mentioned, to such and the same Uses, upon and for such and the same

same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Conditions, and Agreements as by that his Will were limited, expressed, declared, and contained of and concerning such of the Hereditaments thereby devised and settled as aforesaid as should be so exchanged, or as near thereto as the Nature and Quality of the Tenure of the Lands so to be taken in Exchange, the Deaths of Parties, the Change of Interests, and other intervening Circumstances would then admit; and the said Testator thereby also empowered the Trustees or Trustee for the Time being of the said Will to fell Timber in and upon the said Manors, Estates, Lands, and other Hereditaments situate in the Counties of *Wilts* and *Berks* in manner and subject to the Restrictions therein mentioned, and to sell the same Timber; and he directed that the Trustees or Trustee for the Time being of that his Will should lay out and invest the Monies to arise and be produced by such Sale as aforesaid, after deducting the incidental Expences, in the Purchase of Lands of Inheritance situate somewhere in *England*, or of Copyhold or Leasehold Estates convenient to be held therewith, or with the Lands and Tenements by that his Will devised as aforesaid, and settle and assure or cause to be settled and assured the Lands and Hereditaments to be so purchased according to their several and respective Natures and Tenures, upon such Trusts, and for such Ends, Intents, and Purposes, and under and subject to such Powers, Provisoos, and Declarations as were therein-before expressed, declared, and contained of and concerning his said Freehold Manors, Estates, Messuages, Lands, and Hereditaments situate in the Counties of *Wilts* and *Berks* from which such Timber respectively should be felled, or as near thereto as the Deaths of the Parties and other intervening Circumstances would admit; and he thereby also directed that until the Money to arise or be produced by such Sale or Sales as aforesaid should be laid out in such Purchase or Purchases, it should be lawful for the Trustees or Trustee for the Time being of that his Will to lay out and invest such Sum and Sums of Money at Interest either in or upon some of the Stocks or Funds of *Great Britain* or upon Real Securities in *England* in their or his Names or Name, and to alter, vary, and transpose the said Stocks, Funds, and Securities from Time to Time as Occasion should require; and he also further directed that the Interest, Dividends, and annual Income arising from such Stocks, Funds, and Securities should go and be paid in manner and to the Persons and for the Intents and Purposes in, to, or upon which the Rents and annual Income of the Lands and Hereditaments to be purchased with the Produce of the same Stocks, Funds, and Securities would go or be payable or applicable in case such Purchase or Purchases and Settlement thereof as aforesaid were then actually made: And whereas the said Testator *Silvanus Bevan* departed this Life on or about the Twenty-fifth Day of *January* One thousand eight hundred and thirty, without having revoked or altered his said Will as to his Real Estate, leaving the said *David Bevan* his eldest Son and Heir at Law: And whereas upon or shortly after the Death of the said Testator the said *David Bevan* entered into and is now in the Possession or the Receipt of the Rents and Profits of the said Estates in the Counties of *Wilts* and *Berks* devised by the said Will as aforesaid: And whereas the said *Robert Cooper Lee Bevan*

on or about the Twenty-fourth Day of *February* One thousand eight hundred and thirty-six intermarried with the Right Honourable Lady *Agneta Elizabeth Yorke* Spinster, now Lady *Agneta Elizabeth Bevan*, but the said *Robert Cooper Lee Bevan* has not had any Issue: And whereas the said *Richard Lee Bevan* is a Bachelor, and the said *David Barclay Bevan* has no Issue: And whereas the said *Robert Cooper Lee Bevan*, *Richard Lee Bevan*, and *David Barclay Bevan* are the only Sons of the said *David Bevan*: And whereas the said *Henry Bevan*, the Second Son of the said Testator, on or about the Twenty-sixth Day of *April* One thousand eight hundred and two intermarried with *Harriet Droz*, but he has not had any Son: And whereas the said *Frederick Bevan*, the Third Son of the said Testator, on or about the Seventeenth Day of *March* One thousand eight hundred and six intermarried with *Anne Elizabeth Buxton*, but has had no Issue: And whereas the said *Charles Bevan*, the Fourth Son of the said Testator, on or about the Fourteenth Day of *June* One thousand eight hundred and eight intermarried with *Mary Beckford Johnston*, and on or about the Thirteenth Day of *May* One thousand eight hundred and thirty-two departed this Life, having had several Sons, of whom the eldest, *Charles James Bevan*, attained the Age of Twenty-one Years on or about the Twenty-second Day of *June* One thousand eight hundred and thirty-three: And whereas the said *John Tritton* the younger departed this Life in the Month of *January* One thousand eight hundred and thirty-two: And whereas there is a Capital Mansion House, together with Gardens and Grounds thereto belonging, on the said Freehold Estates in the Counties of *Wilts* and *Berks* devised by the said Will, and such Mansion House, Gardens, and Grounds for some Time past have been and now are on hand, and are maintained and kept at considerable Expence, whereby there accrues a Loss of annual Income which might be avoided by the Substitution of other Estates for the said devised Estates, and there are or may be other Circumstances to render the Substitution of other Estates for the said devised Estates desirable and advantageous as well for the said *David Bevan* as for all other Persons interested under the Limitations contained in the said Will; but inasmuch as the Power given by such Will of substituting other Estates in lieu of the said Estates thereby devised is in Form a Power of Exchange only, the Discretion intended to be given by the said Testator with reference to such Substitution is of little or no Avail owing to the Difficulty if not Impracticability of meeting with an Estate or Estates of precisely the same Value as the said devised Estates, or such Part thereof as it might be deemed advisable to exchange, and it would therefore be greatly for the Benefit of the said *David Bevan* and of all other Persons interested as aforesaid, and would be substantially giving Effect to the Intention of the said Testator, if Power were given to sell the said devised Estates, in order that the Monies to arise by such Sale might be laid out in the Purchase of other Estates to be settled to such of the Uses created by the said Will as are now subsisting or capable of taking effect; but by reason of the said Limitations contained in the said Will of the said *Silvanus Bevan* the Purposes aforesaid cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *David Bevan*, *Robert Cooper Lee Bevan*, *Richard Lee Bevan*, *David*

[Private.]

The Trustees
of the Will of
Silvanus
Bevan em-
powered to
sell the de-
vised Estates
in the Coun-
ties of Wilts
and Berks.

On Payment
of Purchase
Money in
manner here-
in-after men-
tioned, the

Barclay Bevan, Henry Bevan, Frederick Bevan, and Charles James Bevan do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Richard Lee* and *Robert Barclay*, and the Survivor of them, and the Executors or Administrators of such Survivor, and they and he are and is hereby authorized, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *David Bevan* during his Life, and after his Death with the Consent in Writing of the Person who shall for the Time being, under the Limitations contained in the said Will of the said *Silvanus Bevan*, be entitled to the Possession or the Receipt of the Rents, Issues, and Profits of the Hereditaments by this Act authorized to be sold, or the unsold Part thereof for the Time being, if such Person shall be of the Age of Twenty-one Years, and if not, then with the Consent in Writing of his Guardian or Guardians, (but subject and without Prejudice to any Lease or Leases which may have been granted pursuant to the Power of leasing contained in the said Will,) absolutely to sell and dispose of the several Manors, Messuages, Lands, Tenements, and Hereditaments in the Counties of *Wilts* and *Berks* which by the said Will of the said *Silvanus Bevan* were devised to the said *Richard Lee, Robert Barclay, and John Tritton* the younger, and their Heirs, to the Uses and in manner aforesaid, (which Hereditaments are mentioned and described in the Schedule to this Act,) together with all and singular the Rights, Members, and Appurtenances whatsoever to the same Premises respectively belonging or in anywise appertaining, or with the same or any Part thereof respectively held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof or appurtenant thereto, either at one Time or at several Times, and either together or in Parcels, and either by public Auction or by private Contract, unto any Person or Persons whomsoever, for the best Price or Prices in Money that can at the Time of such Sale or Sales respectively be reasonably obtained for the same, and with Power for the same Trustees or Trustee for the Time being to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the same Premises or any Part or Parts thereof, and to resell the Premises which may be so bought in or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss which may be occasioned thereby, and also with Power for the said Trustees or Trustee for the Time being to sell the same Premises or any Part or Parts thereof (whether such Sale shall be made by public Auction or by private Contract) under any special Condition or Conditions of Sale as to Title or Evidence of Title or otherwise as to them or him shall seem expedient; and upon Payment into the Bank in manner herein-after mentioned of the Purchase Money for the same Premises, or any Part or Parts thereof respectively which shall be so sold, by any Indenture or Indentures under their or his Hands and Seals or Hand and Seal, to limit, appoint, and convey the Hereditaments

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which

which shall be so sold as aforesaid, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns for ever, or in such other Manner as he, she, or they shall direct, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, and Limitations in and by the said recited Will of the said *Silvanus Bevan* limited and declared of and concerning the same.

Estates sold to be conveyed to the Purchasers, discharged of the Uses of the Will.

II. And be it further enacted, That the Monies to arise by such Sale or Sales as aforesaid shall be paid by the Purchaser or Purchasers 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 Purchasers of the devised Estates of the late *Silvanus Bevan* Esquire," pursuant to the Method prescribed by the Act of 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 of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates of the said Accountant General of the High Court of Chancery, together with the Receipt or Receipts of one of the Cashiers of the Bank of *England* to be thereto annexed, and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of the Purchaser or Purchasers of all or any of the Hereditaments hereby authorized to be sold, of his, her, or their Purchase Monies respectively, shall from Time to Time be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, for the said Purchase Monies, or for so much thereof for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts as aforesaid such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the said Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Direction for Payment of Purchase Money.

Certificates of Accountant General, with Receipts of a Cashier of the Bank of England, to be sufficient Discharges.

III. And be it further enacted, That the Monies which shall pursuant to the Direction herein-before contained be so paid into the Bank of *England* as aforesaid shall, upon Petition to the said Court of Chancery in a summary Way, to be preferred by the said *David Bevan*, or after his Death by the Person or Persons for the Time being whose Consent is herein-before made requisite, upon every such Sale as aforesaid, be laid out and invested, subject to the Direction and Control of the said Court of Chancery, in the Purchase of Freehold Manors, Messuages, Lands, Tenements, or Hereditaments to be situate, lying, and being in some Part of *England* or the Principality of *Wales*, or Copyhold Lands, Tenements, or Hereditaments lying contiguous to or convenient to be enjoyed with any Freehold Estates so to be purchased for an Estate of Inheritance in Possession free from Incumbrances (except Fee Farm or Quit Rents or Customary Rents or Services); and the Manors, Messuages, Lands, Tenements, or Hereditaments so to be purchased shall thereupon

Purchase Monies paid into the Bank to be laid out under the Direction of the Court of Chancery in the Purchase of Real Estates in England or Wales.

Purchased Estates to be conveyed to

with

the Uses of
the Will.

with all convenient Speed be conveyed and settled to, for, and upon such and so many of the Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers, Provisoos, and Limitations in and by the said recited Will of the said *Silvanus Bevan* limited, expressed, and declared of and concerning the said Freehold Hereditaments in the Counties of *Wilts* and *Berks* thereby devised as shall be then subsisting or capable of taking effect, or as near thereto as the Nature and Quality of the Premises so to be purchased and the Circumstances will admit.

Application
of Purchase
Monies paid
into the Bank
until invested
in the Pur-
chase of Real
Estates.

IV. And be it further enacted, That all Monies which shall be paid into the Bank in the Name of the Accountant General in the Manner herein-before directed, or so much thereof as shall not be directed by the said Court of Chancery to be applied in the Payment of Costs and Expences according to the Provisions herein-after contained, shall in the meantime, and until the said Monies shall be invested in a Purchase or Purchases as aforesaid, be from Time to Time laid out by the said Accountant General in the Purchase of Navy or Victualling or Transport Bills or Exchequer Bills, and the Interest arising from the Money so laid out in Navy or Victualling or Transport Bills or Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling or Transport Bills or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders, if necessary, that whensoever the Navy or Victualling or Transport or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in Course of Payment by Government, and new Navy or Victualling or Transport or Exchequer Bills shall be issued, such new Navy or Victualling or Transport or Exchequer Bills may be received in Exchange for those which are in Course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off as aforesaid; all which said Navy and Victualling or Transport Bills or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred in a summary Way by the said *David Bevan*, or the Person or Persons whose Consent after his Death is hereby made requisite on every such Sale as aforesaid, be ordered to be sold by the said Accountant General for the Payment of any such Costs, Charges, or Expences as are herein-after mentioned, or for completing any Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet; and if the Money to arise by the Sale of such Navy, Victualling, or Transport Bills or Exchequer Bills which shall have been purchased as aforesaid shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands and Hereditaments directed to be purchased in case the same had been purchased pursuant to this Act,

Act, or to the Representative or Representatives of such Person or Persons respectively.

V. Provided always, and it is hereby further enacted, That it shall be lawful for the High Court of Chancery from Time to Time to make such Orders as that Court shall think fit for taxing all Costs, Charges, and Expences which shall have been incurred preparatory to and in soliciting and applying for and obtaining and passing this Act, and making the several Applications to the said Court of Chancery in pursuance hereof, and making and completing the Sales of the Hereditaments hereby made saleable, and investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Lands and Hereditaments according to the Directions herein contained, or otherwise for carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make an Order, if to the said Court it shall seem fit, for the Payment of all such Charges, Costs, and Expences as aforesaid out of the Money to be paid into the Bank as aforesaid, or out of the Money arising by the Sale of the said Navy, Victualling, or Transport Bills, or Exchequer Bills so to be purchased as aforesaid.

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

VI. And be it further enacted, That in the meantime, and until the said Manors, Messuages, Lands, Tenements, and Hereditaments hereby made saleable shall be so sold pursuant to the Provisions of this Act, the same Manors, Messuages, Lands, Tenements, and Hereditaments shall be held and enjoyed, and the Rents and Profits thereof received and taken, by such Person or Persons as would have been entitled to or ought to have held and enjoyed the same in case this Act had not been passed.

Until Sale, the devised Estates and Profits to be enjoyed as they would have been but for this Act.

VII. Provided always, and be it further enacted, That if both or either of them the said *Richard Lee* and *Robert Barclay*, or any future Trustee or Trustees who shall succeed to or be appointed in the Stead or Place of them or either of them as herein-after mentioned, shall happen to die, or shall go out of *Great Britain*, or shall be desirous to be discharged from, or shall refuse or decline or become incapable to act in the Powers or Trusts hereby created, then and so often as any such Case shall happen it shall be lawful for the said Court of Chancery in a summary Way, upon the Petition of the Person who for the Time being under the Limitations contained in the said Will of the said *Silvanus Bevan*, shall, or if this Act had not been passed would have been entitled to the Receipt of the Rents and Profits of the Hereditaments hereby made saleable, or if such Person shall be an Infant, then upon the Petition of his Guardian or Guardians from Time to Time, to appoint the Person or Persons to be proposed in such Petition, or any other Person or Persons to be named by the Court, to be a Trustee or Trustees in the Stead or Place of the Trustees or Trustee so dying or going out of *Great Britain* or desiring to be discharged, or refusing, neglecting, or becoming incapable to act as aforesaid, and thereupon such newly appointed Trustee or Trustees shall to all Intents, Effects, Constructions, and Purposes whatsoever have all the Powers and Authorities

Power to appoint new Trustees.

[*Private.*]

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of the Trustee or Trustees in whose Name or Stead he or they shall be substituted, as if he or they had been originally named and appointed a Trustee or Trustees in and by this Act.

General
Saving.

VIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *David Bevan*, *Robert Cooper Lee Bevan*, *Richard Lee Bevan*, and *David Barclay Bevan*, and the respective Sons of the said *Robert Cooper Lee Bevan*, *Richard Lee Bevan*, and *David Barclay Bevan*, and the Heirs Male of the Bodies of such Sons respectively, and any other Son or Sons of the said *David Bevan*, and the Heirs Male of their respective Bodies, and the said other Sons of the said *Silvanus Bevan* deceased, and their respective Sons, and the Heirs Male of the respective Bodies of such last-mentioned Sons, and also the right Heirs of the said *Silvanus Bevan* deceased, and except every other Person other than any Lessee or Lessees under such Power of leasing as aforesaid lawfully or equitably claiming or to claim any Estate, Right, Title, Charge, or Interest in, to, or out of the said Manors, Messuages, Lands, Tenements, and Hereditaments hereby authorized to be sold as aforesaid under or by virtue of the said recited Will of the said *Silvanus Bevan*,) all such Estates, Right, Title, Interest, Claim, or Demand whatsoever, of, in, to, or out of the said Manors, Messuages, Lands, Tenements, and Hereditaments hereby authorized to be sold, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

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

The SCHEDULE to which the foregoing Act refers.

Situation of Estates.	Premises.	Quantities.	Tenants Names.	Terms of Tenancy.	Yearly Rent.	Yearly Outgoings.
Parish of Titcombe in the County of Wilts.	The Manor of Fosbury	A. R. P. - - -	In hand.		£ s. d.	
Ditto - - -	The Capital Mansion, Gardens, Lawn, and Woodland.	197 2 10	In hand.			
Parish of Shalbourn in the County of Berks.	Bacon's Farm	424 0 17	In hand	- - -	- - -	47l. for Land Tax and Perpetual Annuities.
Parishes of Titcombe, Wilts, and Shalbourn, Berks.	Home Farm	268 0 0	Mr. Henry Curtis	Lease for 10 Years from Michaelmas 1831.	193 0 0	
Parish of Titcombe, Wilts	Upper Fosbury Farm	687 1 36	Mr Piniger	Lease for 15 Years from Old Michaelmas 1825.	531 15 0	
Parish of Titcombe, Wilts	Lower Fosbury Farm	316 3 18	Mr. Charles Balt	Lease for 5, 10, or 15 Years. Optional to either Party by giving 12 Months Notice.	330 0 0	
Parishes of Titcombe and Shalbourn.	Several Cottages	10 0 0	Sundry Persons	- - -	41 10 0	

W. Leifchild, Land Surveyor,
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