CHAPTER 6.

An Act to facilitate the Sale, free from incumbrances, of the Estates in England and Ireland of the Right Honourable William Reginald Earl of Devon and the Honourable Edward Baldwin Courtenay, commonly called Lord Courtenay. [14th August 1884.]

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WHEREAS William ninth Earl of Devon herein-after in this Act called the testator made his will dated the 3rd day of May 1831 which was duly executed and attested as then required for passing freehold estates and thereby after bequeathing pecuniary legacies and annuities gave and devised all his castles manors lands advowsons and hereditaments in England and Ireland of or to which he was seised or entitled or over which he had any power of disposition or appointment To the use of George Lord Carteret and Sir John Courtenay Honywood both since deceased their executors and administrators during the term of 500 years to commence from his death Upon the trusts therein-after declared concerning the same and subject thereto and to the trusts thereof To certain uses in the usual course of strict settlement in favour of the testator's own issue male with remainder To the use of William Reginald Courtenay the eldest son of the testator's relation William Courtenay during his life without impeachment of waste with remainder subject to the usual estate in trustees to preserve contingent remainders To the use of each of the sons of William Reginald Courtenay born or to be born in the testator's lifetime successively during the term of the life of each such son without impeachment of waste with remainder after the decease of each such son to the use of the first and every other son of each such son successively according to priority of birth in tail male with remainder to the use of the son and sons of William Reginald Courtenay born after the testator's death successively in tail male with divers remainders over And the testator's will contained powers enabling each person to whom an estate for his own life was thereby devised to limit a jointure

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rentcharge and to charge portions for younger children and also contained a power for the sale of the said hereditaments both in England and Ireland therein-before devised except the said testator's castle and domains at Powderham to be exercised by George Lord Carteret and Sir John Courtenay Honywood and the survivor of them and the heirs of such survivor at the request of the person who under the limitations therein contained should be for the time being beneficially entitled to the first estate of freehold in the hereditaments thereby devised expectant upon the said term of 500 years if and when such person should be of full age and it was declared that the moneys which should be received on any sale should be invested in the purchase of other hereditaments to be situate somewhere in Great Britain or Ireland of a clear and indefeasible estate of inheritance in fee simple or copyhold of inheritance which were directed to be settled to the same uses as were by the will declared concerning the hereditaments sold And the trusts of the said term of 500 years were declared to be for payment of the interest upon the debts which should be a charge or lien upon the testator's real estates and of such other debts due by him as carried interest and also the interest upon any sums of money which should be raised by way of mortgage under the trusts of the said term and also the annuities granted by the said testator or given or confirmed by his will or any codicil or codicils thereto and also the expenses of keeping the castle and domains at Powderham in repair and insured and of repairing and insuring other buildings on any of the estates And also for raising such money as together with his personal estate not thereby otherwise specifically bequeathed should be necessary to pay the testator's debts by mortgage bond or otherwise and his funeral and testamentary expenses and legacies and subject thereto for payment of the surplus of the annual rents issues and profits of the said hereditaments comprised in the said term but not exceeding the annual amount in the will mentioned unto the said William Courtenay and to accumulate apply or dispose of the surplus in manner in the will mentioned and it was by the will declared that if the said trustees or any of them should die or refuse to act in the trusts of his will it should be lawful for the surviving or continuing or other trustees or trustee for the time being by any writing under hand and seal with the consent of the person for the time being seised of or entitled to the first beneficial estate of freehold in the devised hereditaments expectant on the determination of the term of 500 years if such person should be of full age to appoint new trustees:

And whereas the testator made four codicils to his will dated respectively the 28th day of June 1831 the 7th day of November 1832 the 21st day of March 1835 and the 13th day of May 1835 all

of which except the last were duly executed and attested as by law was then required for devising freehold estates but none of the said codicils in anyway altered or revoked the testator's will so far as concerned the devise herein-before recited except that by the second codicil dated the 7th day of November 1832 the testator appointed John Wilkinson to be an executor and trustee in place of Sir John Courtenay Honywood who was dead and by the third codicil dated the 21st day of March 1835 the testator devised all real estate in the said county of Devon in or over which he had since publishing the second codicil acquired any interest or disposing power to such uses and in the same manner as if he had been seised of such real estate at the time of publishing his will:

And whereas the testator died on the 26th day of May 1835 without leaving any issue and without having altered or revoked his will and codicils which were duly proved in the Prerogative Court of the Archbishop of Canterbury on the 26th day of June 1835 by John Wilkinson alone:

And whereas William Courtenay in the testator's will named succeeded on the death of the testator to the Earldom of Devon and became 10th Earl of Devon:

And whereas George Lord Carteret by a deed poll dated the 18th day of July 1835 disclaimed all the devises trusts and powers of the testator's will and codicils:

And whereas by a deed poll under the hands and seals of John Wilkinson and William Reginald Courtenay then called Lord Courtenay dated the 6th day of August 1835 Samuel Trehawke Kekewich was under the power for that purpose contained in the testator's will duly appointed to be a trustee of the testator's will and codicils in the place of George Lord Carteret and jointly with John Wilkinson:

And whereas John Wilkinson died on the 30th day of May 1845:

And whereas by an indenture dated the 8th day of August 1845 and made between Samuel Trehawke Kekewich of the first part William Reginald Lord Courtenay of the second part Hugh Earl Fortescue of the third part and John Lake of the fourth part Hugh Earl Fortescue was duly appointed a trustee of the testator's will and codicils in the place of John Wilkinson:

And whereas in the year 1830 William Reginald Courtenay intermarried with Lady Elizabeth Fortescue and there was issue of such marriage four children and no more namely—three sons that is to say William Reginald Courtenay the eldest son who was born in the lifetime of the testator and died on the 21st day of November 1853 without having been married Hugh Courtenay the second son who was born and died in the lifetime of the testator without having

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been married and Edward Baldwin Courtenay who was born in the year 1836 after the testator's death and one daughter namely Agnes Elizabeth Courtenay:

And whereas by an indenture dated the 11th day of June 1847 William Reginald Lord Courtenay under the provisions contained in the will of the testator charged all the estates devised by the testator's will with the payment at his decease of the sum of £10,000 for the portions of his younger children and limited a term of 1000 years to Hugh Fortescue afterwards Viscount Ebrington and since deceased and the Reverend Henry Hugh Courtenay their executors administrators and assigns upon trust for raising that sum and interest thereon from the date of his death until payment:

And whereas by an Act of Parliament of the 10th and 11th years of Her Majesty intituled "An Act for enabling certain estates in Ireland of the Right Honourable William Earl of Devon deceased to be sold and the proceeds arising therefrom after payment of certain charges and incumbrances to be applied in payment or towards reduction of the charges and incumbrances affecting the family and other estates in England late of the said Earl of Devon and for authorising the raising by mortgage of the estates in Ireland until sold of a limited sum of money to be applied under the direction of the High Court of Chancery in England in or towards permanently improving the said estates in Ireland and for making provision for the liquidation and payment of the principal moneys and interest and for other purposes" all the estates in Ireland devised by the testator's will and codicils were vested in Samuel Trehawke Kekewich and Hugh Earl Fortescue Upon trust to sell the same in manner in the Act mentioned And provision was made for applying the money to arise by sales made under that Act in or towards discharging the incumbrances affecting the devised estates in England and Ireland including the charges created under the Act and provision was also made for application of the residue of the money to arise from such sales in the purchase of other estates in England or Wales and not in Ireland to be settled in like manner as the devised estates:

And whereas no sale was ever made under the provisions of the before-mentioned Act except of two small pieces of land and all the trusts and provisions of that Act are now at an end and the legal estate vested by the Act in Samuel Trehawke Kekewich and Hugh Earl Fortescue has been reconveyed by the indentures of the 2nd and 3rd days of December 1859 herein-after recited:

And whereas by an indenture of disentail dated the 18th day of May 1857 and made between Edward Baldwin Courtenay of the first part William Reginald Lord Courtenay of the second part and

Hugh Fortescue commonly called Viscount Ebrington of the third part and duly enrolled in the High Court of Chancery in England All the estates in England subject to the then subsisting uses of the will and codicils of the testator were with the consent of William Reginald Lord Courtenay as protector of the settlement granted by Edward Baldwin Courtenay unto Hugh Viscount Ebrington and his heirs (subject to the incumbrances then subsisting and to the uses estates and powers which preceded the estate in tail male of Edward Baldwin Courtenay but discharged from his estate in tail male and all remainders reversions and powers to take effect after the determination or in defeazance of that estate) To such uses upon and for such trusts and purposes as William Reginald Lord Courtenay and Edward Baldwin Courtenay should by deed executed as therein mentioned jointly appoint:

And whereas by another indenture of disentail bearing even date with the last-stated indenture and made between the same persons as are parties thereto and duly enrolled in the High Court of Chancery in Ireland all the estates in Ireland subject to the then subsisting uses of the will and codicils of the testator were with the consent of William Reginald Lord Courtenay as protector of the settlement granted by Edward Baldwin Courtenay unto Hugh Viscount Ebrington and his heirs (subject to the incumbrances then subsisting and to the uses estates and powers which preceded the estate in tail male of Edward Baldwin Courtenay but discharged from his estate in tail male and all remainders reversions and powers to take effect after the determination or in defeazance of that estate) To such uses upon and for such trusts intents and purposes and with under and subject to such powers provisoes agreements and declarations as were in the before-recited indenture of disentail of the English estates declared concerning those estates:

And whereas by a third indenture of disentail dated the 19th day of September 1857 indorsed on the herein-before recited indenture of disentail of the English estates and made between William Reginald Lord Courtenay of the first part Edward Baldwin Courtenay of the second part and Samuel Trehawke Kekewich and Hugh Earl Fortescue of the third part and duly enrolled in the High Court of Chancery in England and a fourth indenture of disentail also dated the 19th day of September 1857 and made between Edward Baldwin Courtenay of the first part William Reginald Lord Courtenay of the second part and Samuel Trehawke Kekewich and Hugh Earl Fortescue of the third part and indorsed upon the before-mentioned indenture of disentail of the Irish estates and duly enrolled in the High Court of Chancery in Ireland the disentails and conveyances effected of the English and Irish estates by the two

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before-mentioned indentures of disentail of the English and Irish estates were confirmed:

And whereas by an indenture of settlement dated the 22nd day of July 1857 in this Act called "the settlement of 1857" made between William Reginald Lord Courtenay and Edward Baldwin Courtenay of the one part and Samuel Trehawke Kekewich and Hugh Earl Fortescue of the other part William Reginald Lord Courtenay and Edward Baldwin Courtenay in exercise of the joint power of appointment limited to them by the several before-mentioned disentailing assurances duly appointed and they also conveyed all the estates in England and Ireland then subject to the subsisting limitations of the testator's will but subject to the several charges and incumbrances therein mentioned to affect the same and also subject as to the estates in England to the annuities therein mentioned all of which have since ceased to be payable and subject to the powers of sale exchange partition and leasing contained in the testator's will and to certain powers of leasing created and conferred by an Act of the 6th year of Her Majesty and also subject as to the estates in Ireland to the powers and provisions of the before-mentioned Act of the 10th and 11th years of Her Majesty but discharged from the powers of charging jointures and portions by the testator's will given to William Reginald Lord Courtenay except so far as the same powers had then been already exercised And also discharged from the trusts by the testator's will declared of the term of 500 years created by his will except the trusts for paying the interest on the sum of £224,210 6*s.* 6*d.* secured under the trusts of that term and for paying two annuities which have since ceased and for paying the annual sum by the will made payable for William then Earl of Devon To such uses upon and for such trusts intents and purposes and with under and subject to such powers provisoes agreements and declarations as William Reginald Lord Courtenay and Edward Baldwin Courtenay should at any time or times by any deed or deeds with or without power of revocation and new appointment to be by them sealed and delivered in the presence of and attested by two or more witnesses jointly direct limit or appoint and in default of and until and subject to any appointment To the use of Samuel Trehawke Kekewich and Hugh Earl Fortescue their executors administrators and assigns during the life of William then Earl of Devon without impeachment of waste Upon the trusts therein declared which have since ceased by his death and subject to that term and the trusts thereof To the use that Edward Baldwin Courtenay should during the joint lives of himself and William Reginald Lord Courtenay receive an annual rentcharge of £500 with powers of distress and entry for securing payment thereof but subject to a proviso reducing such annual rentcharge in certain

events and subject thereto To the use of Samuel Trehawke Kekewich and Hugh Earl Fortescue their executors administrators and assigns for the term of 99 years to commence from the decease of William then Earl of Devon and to be without impeachment of waste Upon trusts for better securing payment of the rentcharge therein-before limited with remainder To the use of William Reginald Lord Courtenay and his assigns during his life without impeachment of waste with remainder To the use of Edward Baldwin Courtenay and his assigns during his life without impeachment of waste with remainder To the use of the first and other sons of Edward Baldwin Courtenay successively according to seniority in tail male with remainder To the use of the sons thereafter to be born of William Reginald Lord Courtenay successively according to seniority in tail male with divers remainders over with an ultimate remainder To the use of the survivor of them the said William Reginald Lord Courtenay and Edward Baldwin Courtenay his heirs and assigns for ever and by the settlement of 1857 the usual powers of sale and exchange were given to Samuel Trehawke Kekewich and Hugh Earl Fortescue to be exercised with such consent as therein mentioned and by the settlement of 1857 William Reginald Lord Courtenay and Edward Baldwin Courtenay assigned All the messuages lands and hereditaments holden for any term or terms of years upon trusts corresponding to the uses limited by the testator's will concerning his real estate unto Samuel Trehawke Kekewich and Hugh Earl Fortescue their executors administrators and assigns for the residues of the terms for which the same were respectively holden Upon trusts corresponding as nearly as might be with the uses trusts powers and provisoes therein-before declared concerning the freehold hereditaments therein-before assured but so as for purpose of transmission not to vest absolutely in any person thereby made tenant in tail male by purchase who should not attain the age of twenty-one years And the settlement of 1857 contained a power for Samuel Trehawke Kekewich and Hugh Earl Fortescue with such consent as therein mentioned to sell all or any part of the premises thereby assured:

And whereas William tenth Earl of Devon died on the 19th day of March 1859 and thereupon William Reginald Lord Courtenay his eldest son became and is now eleventh Earl of Devon and is herein-after in this Act referred to as the Earl of Devon and Edward Baldwin Courtenay assumed the title of Lord Courtenay and is herein-after in this Act referred to as Lord Courtenay:

And whereas Lord Courtenay has never been married:

And whereas Lady Elizabeth Fortescue who became Elizabeth Countess of Devon the wife of the Earl of Devon died in the year 1867:

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And whereas by an indenture dated the 2nd day of December 1859 and made between Samuel Trehawke Kekewich and Hugh Earl Fortescue of the first part the Earl of Devon and Lord Courtenay of the second part John Gellibrand Hubbard and John Harvey of the third part Henry Hulse Berens and Henry Revel Reynolds of the fourth part Henry Vigne and Sir Godfrey John Thomas of the fifth part and James Tulloch John Loch John Martin and Sir Walter Rockcliff Farquhar the Life Fund Trustees of the Guardian Fire and Life Assurance Company of the sixth part All the before-mentioned estates in England and Ireland except manors and rights of presentations to benefices and except certain specified lands intended to be sold were by the Earl of Devon and Lord Courtenay under their joint power of appointment appointed and were by Samuel Trehawke Kekewich and Hugh Earl Fortescue in whom the legal fee simple of the Irish estates was then vested under the Act of the 10th and 11th years of Her Majesty conveyed to the use of Henry Vigne and Sir Godfrey John Thomas their heirs and assigns by way of mortgage for securing to the Life Fund Trustees of the Guardian Fire and Life Assurance Company the sum of £106,000 and interest thereon in addition to a sum of £224,210 6*s.* 6*d.* then already secured by mortgage of the English and Irish estates for the term of 500 years created by the testator's will and then vested in such Life Fund Trustees :

And whereas by an indenture dated the 3rd day of December 1859 and made between John Gellibrand Hubbard and John Harvey of the first part Henry Hulse Berens and Henry Revel Reynolds of the second part Henry Vigne and Sir Godfrey John Thomas of the third part James Tulloch John Loch John Martin and Sir Walter Rockcliff Farquhar of the fourth part the Earl of Devon and Lord Courtenay of the fifth part and Samuel Trehawke Kekewich and Hugh Earl Fortescue of the sixth part All the manors and rights of presentation and lands excepted out of the conveyance made by the last-recited indenture dated the 2nd day of December 1859 were by the parties to the indenture now in recital of the first four parts in respect of their estates as mortgagees reconveyed and released discharged from their mortgages To uses corresponding to the limitations contained in the settlement of 1857 :

And whereas Sir Godfrey John Thomas died in the year 1861 :

And whereas by a deed poll dated the 10th day of June 1862 under the hands and seals of the Earl of Devon and Lord Courtenay they in exercise of their joint power under the settlement of 1857 jointly and irrevocably appointed that the estates in England and Ireland which then were subject at law or in equity to the uses of the settlement of 1857 should thenceforth go remain and be To the uses upon and for the trusts intents and purposes and with under

and subject to the powers provisoes agreements and declarations by the settlement of 1857 limited and to take effect prior to the use or trust thereby limited to the after-born son or sons of the Earl of Devon and subject thereto To such uses upon and for such trusts intents and purposes and with under and subject to such powers provisoes agreements and declarations as the Earl of Devon should by deed executed in manner therein mentioned or by his will or any codicil thereto appoint And in default of appointment To the uses to which the estates would have stood limited under the settlement of 1857 if the deed poll now in recital had not been executed:

And whereas Hugh Earl Fortescue died on the 14th day of September 1861:

And whereas by an indenture dated the 16th day of December 1871 and made between Samuel Trehawke Kekewich of the first part the Earl of Devon of the second part and Trehawke Kekewich of the third part and by virtue of the power for that purpose contained in the testator's will Samuel Trehawke Kekewich with the consent of the Earl of Devon duly appointed Trehawke Kekewich to be a trustee of the testator's will in place of Hugh Earl Fortescue deceased and all the freehold and leasehold hereditaments then vested in Samuel Trehawke Kekewich as surviving trustee were duly conveyed so as to vest in him jointly with Trehawke Kekewich:

And whereas by another indenture also dated the 16th day of December 1871 and made between the Earl of Devon of the first part Samuel Trehawke Kekewich of the second part and Trehawke Kekewich of the third part and by virtue of a power for that purpose contained in the settlement of 1857 the Earl of Devon duly appointed Trehawke Kekewich to be a trustee of that settlement in place of Hugh Earl Fortescue deceased and all the freehold and leasehold hereditaments then vested in Samuel Trehawke Kekewich as surviving trustee were duly conveyed so as to vest in him jointly with Trehawke Kekewich:

And whereas Samuel Trehawke Kekewich died on the 1st day of June 1873:

And whereas by an indenture dated the 31st day of December 1873 and made between Trehawke Kekewich of the first part the Earl of Devon of the second part and Charles Lindley Wood of the third part and by virtue of the power for that purpose contained in the testator's will Trehawke Kekewich with the consent of the Earl of Devon duly appointed Charles Lindley Wood to be a trustee of the testator's will in place of Samuel Trehawke Kekewich deceased and all the freehold and leasehold hereditaments then vested in Trehawke Kekewich as surviving trustee were duly conveyed so as to vest in him jointly with Charles Lindley Wood:

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And whereas by an indenture also dated the 31st day of December 1873 and made between the Earl of Devon of the first part Trehawke Kekewich of the second part and Charles Lindley Wood of the third part and by virtue of a power for that purpose contained in the settlement of 1857 the Earl of Devon duly appointed Charles Lindley Wood to be a trustee of that settlement in place of Samuel Trehawke Kekewich deceased and all the freehold and leasehold hereditaments then vested in Trehawke Kekewich as surviving trustee were duly conveyed so as to vest in him jointly with Charles Lindley Wood:

And whereas Trehawke Kekewich and Charles Lindley Wood are at the time of the passing of this Act the trustees of the testator's will and also of the settlement of 1857:

And whereas by an indenture dated the 30th day of January 1866 and made between the Earl of Devon and Lord Courtenay of the one part and Sir George Rose Kenyon Stevens Parker Edward Smith Bigg and Robert Bayly Follett who were the trustees of the Legal and General Life Assurance Society of the other part in consideration of the advances made by those trustees to or on account of the Earl of Devon and Lord Courtenay and secured by two indentures of mortgage of even date recited in the indenture now in recital made under the joint power of appointment limited to the Earl of Devon and Lord Courtenay by the settlement of 1857 and which are the same mortgage securities as are herein-after in this Act stated to be now vested in the estate trustees of the Legal and General Life Assurance Society the Earl of Devon and Lord Courtenay in exercise of the joint power of appointment limited to them by the settlement of 1857 appointed that All the settled estates in England and Ireland except advowsons and rights of patronage and except certain lands taken by railway companies and a small portion of land in the parish of Exminster should thenceforth so long as any principal money and interest should remain due on the security of the two therein-before recited indentures of mortgage bearing date the day before the day of the date of the indenture now in recital or either of them but not further or otherwise go remain and be To such uses upon and for such trusts and purposes and subject to such powers and provisions as the Earl of Devon and Lord Courtenay should jointly but only with the consent in writing of Sir George Rose Kenyon Stevens Parker Edward Smith Bigg and Robert Bayly Follett or the survivors or survivor of them or other the persons or person for the time being entitled to receive and give a discharge for the money for the time being secured by the two recited indentures of mortgage by any deed or deeds from time to time or at any time appoint and in default of and until and subject to any such appointment To the

uses upon and for the trusts and purposes and subject to the powers and provisions to upon for and subject to which under the settlement of 1857 the said estates stood limited and settled immediately before the execution of the indenture now in recital in default of any exercise of the joint power of appointment thereby and by the indenture of the 3rd day of December 1859 limited to the Earl of Devon and Lord Courtenay :

And whereas by an indenture dated the 28th day of May 1867 and made between Lord Courtenay of the one part and William Henry Fryer of the other part Lord Courtenay conveyed All the English and Irish settled estates unto and to the use of William Henry Fryer for the term of 100 years from the death of the Earl of Devon if Lord Courtenay should so long live subject to the incumbrances affecting those estates and by way of mortgage for securing to William Henry Fryer the sum of £40,000 and interest thereon :

And whereas on the 29th day of April 1870 Lord Courtenay was adjudicated a bankrupt and Henry Chatteris was appointed a trustee under such bankruptcy :

And whereas by a decree of the late High Court of Chancery made on the 7th day of March 1871 in a suit of Fryer *v.* Courtenay 1869 F. No. 112 to which Henry Chatteris was subsequently made a defendant by amendment the usual account was directed to be taken of what was due to the plaintiff William Henry Fryer on his mortgage and in default of payment being made thereof it was ordered that Henry Chatteris should be foreclosed of all equity of redemption in the mortgaged premises And by another order made in that suit on the 13th day of December 1871 the foreclosure was made absolute :

And whereas William Henry Fryer duly made his will dated the 15th day of April 1871 and thereby bequeathed all his real and personal estate to his wife Jessie Jane Fryer absolutely and appointed her his sole executrix :

And whereas William Henry Fryer died on the 21st day of February 1874 without having revoked his will which was on the 27th day of April 1874 duly proved by Jessie Jane Fryer in the Principal Probate Registry :

And whereas by an order of the London Bankruptcy Court made on the 7th day of August 1874 the order of adjudication of bankruptcy made on the 29th day of April 1870 against Lord Courtenay was duly annulled :

And whereas by an indenture dated the 1st day of March 1875 and made between Jessie Jane Fryer of the first part the Earl of Devon of the second part Lord Courtenay of the third part Charles Lindley Wood and Benjamin Greene Lake of the fourth part Charles

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Lindley Wood and Henry Charles Viscount Andover (now Earl of Suffolk and Berkshire) and Benjamin Greene Lake of the fifth part for the consideration therein mentioned Jessie Jane Fryer conveyed All the settled estates and all the estate and interest therein which became vested in William Henry Fryer under the mortgage of the 28th day of May 1867 and the before-mentioned decree and order of foreclosure except hereditaments sold or exchanged unto Charles Lindley Wood Henry Charles Viscount Andover and Benjamin Greene Lake their executors administrators and assigns from the day of the death of the Earl of Devon in case Lord Courtenay should survive him for the term of 100 years created by the recited indenture of mortgage of the 28th day of May 1867 if Lord Courtenay should so long live subject nevertheless to the several incumbrances affecting the premises Upon such trusts and for such purposes and in such manner and form for the benefit of Lord Courtenay after marriage and his wife or intended wife or the children or issue of Lord Courtenay as the Earl of Devon should by deed appoint And in default of appointment upon trust that Charles Lindley Wood Henry Charles Viscount Andover and Benjamin Greene Lake and the survivors and survivor of them and the executors or administrators of such survivor their or his assigns or other the trustees or trustee for the time being of the indenture now in recital (all of whom were therein-after referred to as the said trustees or trustee) might in their or his absolute and uncontrolled discretion consent to the exercise by the Earl of Devon and Lord Courtenay of the joint power of appointment given or reserved to them by the indentures of the 30th day of January 1866 and the 22nd day of July 1857 or either of them and should immediately after the decease of the Earl of Devon if Lord Courtenay should then be living enter into possession or receipt of the rents and profits of the premises and continue in such possession or receipt during the remainder of the life of Lord Courtenay with full powers of management And in their or his absolute discretion to pay or apply the income of the premises in manner in the indenture now in recital mentioned:

And whereas by an order of the county court of Surrey holden at Croydon made on the 24th day of May 1878 Lord Courtenay was a second time adjudicated a bankrupt and Charles James Abbott was appointed trustee under such bankruptcy:

And whereas by an order of the same county court made on the 20th day of January 1879 the order of adjudication of bankruptcy made by that court on the 24th day of May 1878 against Lord Courtenay was duly annulled:

And whereas by an indenture dated the 21st day of April 1869 and made between Lady Agnes Elizabeth Courtenay only daughter of the Earl of Devon and Elizabeth Countess of Devon his wife of

the first part Charles Lindley Wood of the second part and Lord Courtenay the Right Honourable Charles Henry Rolle Baron Clinton the Right Honourable Thomas George Baron Northbrook and William George Eden now the Right Honourable William George Baron Auckland of the third part being a settlement made before and in consideration of the marriage between Lady Agnes Elizabeth Courtenay and Charles Lindley Wood which was solemnized shortly afterwards Lady Agnes Elizabeth Wood assigned the before-mentioned sum of £10,000 charged for portions of the younger children of the Earl of Devon or so much thereof as she might be entitled to unto Lord Courtenay Baron Clinton Baron Northbrook and William George Eden Upon trusts after the marriage for Lady Agnes Elizabeth Wood and Charles Lindley Wood successively for life and after their deaths Upon trusts for the children of their marriage and if no child should attain a vested interest then In trust for Lady Agnes Elizabeth Wood if she should survive Charles Lindley Wood but if she should die in his lifetime then In trust for her appointees by will and next of kin as in the settlement now in recital mentioned:

And whereas there has been issue of the marriage between Charles Lindley Wood and Lady Agnes Elizabeth Courtenay now Lady Agnes Elizabeth Wood his wife six children and no more namely Charles Reginald Lindley Wood Alexandra Mary Elizabeth Wood Francis Hugh Lindley Wood Mary Agnes Emily Wood Henry Paul Lindley Wood and Edward Frederick Lindley Wood who are all now infants under the age of twenty-one years:

And whereas there are now subsisting as charges on the estates in England and Ireland now subject to the subsisting limitations of the settlement of 1857 (which estates are herein-after referred to as the settled estates) the principal sums and annual sum following (herein-after referred to as the incumbrances on the settled estates) now due to or secured in favour of the persons or corporation following (who are herein-after referred to as the incumbrancers) that is to say:—

First. Incumbrances on the inheritance of the settled estates—

(1) The principal sum of £10,000 charged as herein-before mentioned for the portions of the younger children of the Earl of Devon under the before-mentioned indenture dated the 11th day of June 1847 and now vested in Lord Courtenay Baron Clinton the Earl of Northbrook and Baron Auckland as trustees of the recited settlement of the 21st day of April 1869.

(2) The principal sum of £225,000 being the balance now remaining due of the before-mentioned mortgage debts of £224,210 6*s.* 6*d.* and £106,000 and which balance is under the

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before-recited indenture of the 2nd day of December 1859 now secured with interest to Sir Walter Rockcliff Farquhar Henry Vigne Henry Bonham Carter and Beaumont William Lubbock the present Life Fund Trustees of the Guardian Fire and Life Assurance Company a memorial of whose names was duly enrolled in the Central Office of the Supreme Court of Judicature on the 25th day of June 1884.

(3) An annual sum for policy premiums amounting to £774 14*s.* 9*d.* or thereabouts payable on policies of assurance on the life of the Earl of Devon assigned to the Life Fund Trustees of the Guardian Fire and Life Assurance Company by an indenture dated the 2nd day of December 1859 and made between George Lake of the first part Samuel Trehawke Kekewich and Hugh Earl Fortescue of the second part the Earl of Devon and Lord Courtenay of the third part and James Tulloch John Loch John Martin and Sir Walter Rockcliff Farquhar in their character of Life Fund Trustees of the fourth part and creating a trust of the policy moneys for payment of the before-mentioned sum of £10,000 charged for portions.

(4) The principal sum of £50,000 with interest thereon secured to James Parker Deane Sir John Peter de Gex Frederick John Blake and William Williams the Estate Trustees of the Legal and General Life Assurance Society a memorial of whose names has been duly enrolled in the Central Office of the Supreme Court of Judicature on the 30th day of January 1880 and which principal sum is secured by an indenture dated the 29th day of January 1866 and made between the Earl of Devon and Lord Courtenay of the first part Samuel Trehawke Kekewich of the second part and Sir George Rose Kenyon Stevens Parker Edward Smith Bigg and Robert Bayly Follett the then trustees of the Legal and General Life Assurance Society of the third part.

(5) The principal sum of £115,300 payable on the death of the Earl of Devon with interest thereon from his death to the Estate Trustees before named of the Legal and General Life Assurance Society and which principal sum is secured by a second indenture dated the 29th day of January 1866 and made between the same parties and in the same order as in the before-mentioned indenture of the same date.

(6) The sum of £40,000 with interest thereon secured to Frank Armstong White and Benjamin Greene Lake on a joint account and which was orginally by an indenture dated the 8th day of December 1874 and made between Edward William Lake of the first part Charles Lindley Wood and

Benjamin Greene Lake of the second part the Earl of Devon and Lord Courtenay of the third part and Frank Armstrong White Lauderdale Maitland Edgar Pinchback Stringer and George Lake of the fourth part secured to the parties of the fourth part to the last-mentioned indenture and by an indenture dated the 22nd day of April 1876 and made between Frank Armstrong White Lauderdale Maitland Edgar Pinchback Stringer and George Lake of the one part and Frank Armstrong White Lauderdale Maitland (who died on the 19th day of April 1881) Thomas Edward Howe (who died on the 18th day of July 1883) and Benjamin Greene Lake of the other part was transferred to Frank Armstrong White Lauderdale Maitland Thomas Edward Howe and Benjamin Greene Lake and is now vested in Frank Armstrong White and Benjamin Greene Lake on a joint account.

(7) The principal sum of £52,500 payable at the expiration of six calendar months after the death of the Earl of Devon with interest from his death secured to William Courtenay Morland Herbert George Henry Norman and John Gilbert Talbot and which was originally by an indenture dated the 1st day of March 1875 and made between Charles Lindley Wood and Benjamin Greene Lake of the first part the Earl of Devon and Lord Courtenay of the second part Robert Bayly Follett Sir Thomas Tilson George Burrow Gregory and William Williams the then trustees of the Legal and General Life Assurance Society of the third part and Jessie Jane Fryer of the fourth part secured to Jessie Jane Fryer and by an indenture dated the 4th day of August 1876 and made between Jessie Jane Fryer of the one part and William Courtenay Morland Herbert George Henry Norman and John Gilbert Talbot of the other part has been transferred to and is now vested in William Courtenay Morland Herbert George Henry Norman and John Gilbert Talbot on a joint account.

(8) The principal sum of £21,000 with interest thereon secured to Sir Brydges Powell Henniker Bart. Henry Lynedoch Gardiner John Thornhill Morland and Thomas Beaumont on a joint account and which was originally by an indenture dated the 2nd day of March 1875 and made between the Earl of Devon and Lord Courtenay of the first part Robert Bayly Follett Sir Thomas Tilson George Burrow Gregory and William Williams of the second part Charles Lindley Wood Henry Charles Viscount Andover and Benjamin Greene Lake of the third part and Patrick Douglas Hadow Henry Shuttleworth and Thomas Robert Tuffnell of the fourth part

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secured to the parties of the third part to the last-mentioned indenture and by an indenture dated the 18th day of July 1876 and made between Patrick Douglas Hadow Henry Shuttleworth and Thomas Robert Tuffnell of the first part the Earl of Devon and Lord Courtenay of the second part and Sir Brydges Powell Henniker Bart. Henry Lynedoch Gardiner John Thornhill Morland and Thomas Beaumont of the third part has been transferred to and is now vested in Sir Brydges Powell Henniker Henry Lynedoch Gardiner John Thornhill Morland and Thomas Beaumont on a joint account.

(9) The principal sum of £25,000 secured to George Edward Eyre by an indenture dated the 25th day of June 1879 and made between Charles Lindley Wood and Benjamin Greene Lake of the first part the Earl of Devon and Lord Courtenay of the second part and George Edward Eyre of the third part.

(10) The principal sum of £10,000 secured to George Andrew Spottiswoode and which was originally by an indenture dated the 25th day of August 1879 and made between Charles Lindley Wood and Benjamin Greene Lake of the first part the Earl of Devon and Lord Courtenay of the second part and William Spottiswoode of the third part secured to William Spottiswoode and by an indenture dated the 1st day of September 1883 and made between George Edward Eyre and George Andrew Spottiswoode of the one part and George Andrew Spottiswoode of the other part has been transferred to and is now vested in George Andrew Spottiswoode.

(11) The principal sum of £25,000 secured to William Honywood and the Reverend Francis Edward Nugee on a joint account and which was originally by an indenture dated the 26th day of August 1879 and made between Charles Lindley Wood and Benjamin Greene Lake of the first part the Earl of Devon and Lord Courtenay of the second part and William Honywood the Reverend George Nugee and Thomas Edward Howe of the third part secured to the parties of the third part to the last-mentioned indenture and by an indenture dated the 31st day of December 1881 and made between William Honywood George Nugee and Thomas Edward Howe of the one part and William Honywood Thomas Edward Howe (who died on the 18th day of July 1883) and Francis Edward Nugee of the other part was transferred to William Honywood Thomas Edward Howe and Francis Edward Nugee and is now vested in William Honywood and Francis Edward Nugee on a joint account.

(12) The principal sum of £70,000 secured to the corporation of the Scottish Provident Institution by an indenture dated the 12th day of April 1880 and made between the Earl of Devon and Lord Courtenay of the first part Benjamin Greene Lake and George Edward Lake of the second part and the corporation of the Scottish Provident Institution of the third part.

(13) The principal sum of £55,000 secured to the same corporation by an indenture dated the 27th day of January 1882 and made between the Earl of Devon and Lord Courtenay of the first part Benjamin Greene Lake and George Edward Lake of the second part and the corporation of the Scottish Provident Institution of the third part.

(14) The principal sum of £30,000 secured to Thomas Beaumont by an indenture dated the 29th day of December 1883 and made between the Earl of Devon and Lord Courtenay of the first part Benjamin Greene Lake and George Edward Lake of the second part and Thomas Beaumont of the third part.

(15) The sum of £40,000 raiseable under a conveyance in trust made to Charles Lindley Wood Henry Charles Earl of Suffolk and Berkshire and Benjamin Greene Lake as trustees for the purpose by an indenture dated the 5th day of August 1875 between the Earl of Devon and Lord Courtenay of the first part Robert Bayly Follett Sir Thomas Tilson George Burrow Gregory and William Williams of the second part and Charles Lindley Wood the Earl of Suffolk and Berkshire then Viscount Andover and Benjamin Greene Lake of the third part and the same three persons of the fourth part and which sum of £40,000 when raised is applicable for payment of arrears of interest on incumbrances and estate expenses and other payments connected with the settled estates.

Secondly. Incumbrances on the policies of assurance whereof the annual premiums are charged on the settled estates as herein-before mentioned—

(1) All or some of the several principal sums which are charged as herein-before mentioned on the inheritance of the Devon settled estates.

(2) A principal sum of £5400 secured with interest to Arthur James Richards Henry Ashton Lake and Benjamin Greene Lake being the unpaid balance of a sum of £9000 secured with interest on such policies by indenture dated the 14th day of December 1877 and made between the Earl of Devon of the one part and Arthur James Richards Henry Ashton Lake and Benjamin Greene Lake of the other part.

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Thirdly. Incumbrances on the life estate of the Earl of Devon in the settled estates—

(1) The principal sum of £4123 5*s.* 8*d.* being the unpaid balance of two sums of £6157 12*s.* 1*d.* and £5000 secured to Edward Andrew Sanders William Barnes Ralph Sanders William Barnes the younger and Edward James Sanders by indenture dated the 5th day of August 1869 and made between the Earl of Devon of the one part and Edward Andrew Sanders William Barnes Ralph Sanders and William Barnes the younger of the other part.

(2) The principal sum of £4000 secured to William Honywood by indenture dated the 17th day of November 1873 and made between the Earl of Devon of the one part and William Honywood of the other part.

(3) The principal sum of £1000 secured to Sir Edward Hulse Bart. by indenture dated the 23rd day of April 1875 and made between William Rookes of the first part the Earl of Devon of the second part and Sir Edward Hulse of the third part.

(4) The principal sum of £3000 secured to Sir Edward Hulse by indenture dated the 11th day of October 1875 and made between the Earl of Devon of the one part and Sir Edward Hulse of the other part.

(5) The principal sum of £2000 secured to Walter D'Oyly Kerrich Robert Gurney Barclay and George Lake and which was originally by an indenture dated the 15th day of December 1875 and made between the Earl of Devon of the first part John Drew of the second part and Edward Kerrich and Robert Gurney Barclay of the third part secured to the parties of the third part to the last-mentioned indenture and by an indenture dated the 1st day of November 1879 and made between Edward Kerrich and Robert Gurney Barclay of the first part the Earl of Devon of the second part and Walter D'Oyly Kerrich Robert Gurney Barclay and George Lake of the third part has been transferred to and is now vested in Walter D'Oyly Kerrich Robert Gurney Barclay and George Lake on a joint account.

(6) The principal sum of £5395 being the balance now due of a sum of £12,395 secured to George Edward Lake and which was originally secured by an agreement dated the 8th day of May 1877 and made between the Earl of Devon of the one part and Lord Courtenay of the other part and was transferred to George Edward Lake by indenture dated the 15th day of November 1878 and made between Louis Sendyk of the first part Lord Courtenay of the second part the Earl of Devon

of the third part and George Edward Lake of the fourth part.

(7) The before-mentioned principal sum of £5400 the balance now due of the before-mentioned sum of £9000 secured to Arthur James Richards Henry Ashton Lake and Benjamin Greene Lake by the before-mentioned indenture dated the 14th day of December 1877.

(8) The principal sum of £2000 secured to Benjamin Greene Lake and George Edward Lake by indenture dated the 1st day of February 1881 and made between the Earl of Devon of the one part and the said Benjamin Greene Lake and George Edward Lake of the other part.

And whereas by the respective indentures creating the aforesaid several incumbrances the right to exercise the power of sale and exchange contained in the testator's will and the right of the Earl of Devon to consent to the exercise of such power is reserved and it has been the usual course to make sales and exchanges under such power only with the concurrence of the Life Fund Trustees of the Guardian Fire and Life Assurance Company in whom as the first mortgagees the legal fee simple of the settled estates is vested and with the consent of the Legal and General Life Assurance Society:

And whereas the settled estates in England are also charged with divers drainage and land improvement rentcharges expiring in or before the year 1907 and are also charged with divers annual sums granted for a life or lives under powers for the purpose in consideration of the surrender of leases for a life or lives affecting those estates and are also charged with divers perpetual annual sums granted for church endowment but it is not intended that the persons interested in such annual sums should be or become affected or bound by this Act:

And whereas on the 7th day of July 1884 notice in writing was on behalf of the Earl of Devon given to the corporation of the Scottish Provident Institution of the intention of the Earl to pay off at the expiration of six calendar months from the date of such notice all principal money due to that corporation under their securities herein-before mentioned:

And whereas the Earl of Devon and Lord Courtenay are desirous that sales of the settled estates should be made for the purpose of discharging the incumbrances thereon and in particular of effecting sales to tenants of the settled estates in Ireland of the freehold of their holdings but by reason of the numerous incumbrances on the settled estates it is difficult or impossible to effect sales thereof in small lots and it is expedient and for the benefit of all persons interested in the settled estates in order to enable sales to be made

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in the most economical manner that power should be given to effect sales of the settled estates under the Settled Land Act 1882 discharged from the incumbrances herein-before mentioned and to enable payment of the proceeds of sale into the Chancery Division of the High Court of Justice in England and in case of sales made to tenants of the settled estates in Ireland of the freehold of their holdings to authorise part of the purchase money to be advanced to them on mortgage and it is also expedient to provide for making conveyances to purchasers of the settled estates both in England and Ireland in a simple form without any concurrence therein of the incumbrancers and also to make provision as to the form of mortgages to be taken from tenants of the settled estates in Ireland:

And whereas the aforesaid objects cannot be effected without the aid and authority of Parliament:

And whereas by the certificate dated the 2nd day of July 1884 of the chief clerk of the Honourable Mr. Justice Chitty made in an action—Kekewich *v.* The Earl of Devon 1876. K. No. 3—(being an action for administering the trusts of the testator's will and the settlement of 1857) it was certified that the draft of a Bill to be submitted to Parliament (being the Bill for this Act) had been settled and approved by the judge and such draft is identified by the signature of the Honourable Mr. Justice Chitty the said judge to the memorandum at the end of a printed copy thereof and that the several instruments statements facts and events recited in the preamble of such draft (before the recital of the said certificate) had been duly proved in the said action:

And whereas the said certificate has been duly filed in the Central Office of the Supreme Court of Judicature:

Therefore Your Majesty's most dutiful and loyal subjects William Reginald Earl of Devon and Edward Baldwin Lord Courtenay most humbly beseech Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (namely):—

Short title.

1. This Act may be cited for all purposes as the Earl of Devon's Estate Act 1884.

Trustees of this Act.

2. Trehawke Kekewich of Peamore near Exeter in the county of Devon and the Honourable Charles Lindley Wood of Hickleton near Doncaster in the county of York the present trustees of the powers of sale contained in the testator's will and the settlement of 1857 or other the persons or person who are for the time being the trustees or trustee of the settlement effected by the testator's

will and the settlement of 1857 of the settled estates for the purposes of the Settled Land Act 1882 shall be the trustees or trustee for the purposes of this Act and are in this Act referred to as the trustees or trustee.

Sale under power of sale in the Settled Land Act 1882 may be made free from incumbrances.

3. The Earl of Devon during his life and after his death Lord Courtenay during his life and after the death of both the person or persons having for the time being with respect to the settled estates the powers of a tenant for life under the Settled Land Act 1882 shall have and may exercise in manner and upon the terms by this Act provided with respect to those estates or any part thereof the power conferred by the Settled Land Act 1882 to sell the settled land or any part thereof or any easement right or privilege of any kind over or in relation to the same and also all powers by that Act given incidental to the power thereby given to sell the settled land and every sale made in manner and upon the terms by this Act provided shall by virtue of this Act be good and valid as against all the incumbrancers bound by this Act on the settled estates.

Sections 15 and 45 of the Settled Land Act 1882 not to apply.

4. (1) Section 15 of the Settled Land Act 1882 shall not apply to or include any house or land on or forming part of the settled estates in England or Ireland except Powderham Castle in the county of Devon and the demesnes thereof and the lands usually occupied therewith.

(2) Where a sale is intended to be made under the provisions of this Act it shall not be necessary to give any notice required to be given by section 45 of the Settled Land Act 1882.

Sale under joint power in settlement of 1857 may also be made free from incumbrances.

5. Every sale made in manner and upon the terms by this Act provided either by the Earl of Devon and Lord Courtenay jointly under any joint power of appointment for the time being vested in them or by the Earl of Devon solely under any power of appointment for the time being vested in him shall also by virtue of this Act be good and valid as against all the incumbrancers bound by this Act on the settled estates.

Appointment of person to consent to sales.

6. (1) A sale under this Act shall not be made without the consent of a person in this Act called "the controller" to be appointed for the purpose as by this Act provided such consent to be testified by his signature affixed to the deed of conveyance to the purchaser.

(2) Before any contract for sale under this Act is entered into the terms thereof shall be submitted to the controller for his approval.

(3) A contract for sale under this Act shall not be made unless and until the approval of the terms thereof by the controller has been obtained in writing.

(4) The controller shall be furnished with such information and materials as he may require and may obtain such professional advice

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as he may deem necessary in order to enable him to judge as to the propriety of the terms of each sale.

(5) The appointment of the controller may be made by an order of the Chancery Division of the High Court of Justice in England in this Act called the Court and one controller may be appointed for the estates in England and another for the estates in Ireland.

(6) The controller shall be entitled to receive such salary or fees as may be prescribed by an order of the Court and also all proper and reasonable costs charges and expenses incurred by him in relation to any duties to be performed by him under this Act or any order of the Court including those incurred by his attendance on any sale by auction or otherwise or in obtaining professional advice or other proper assistance.

(7) An order made under this section of this Act may be varied or rescinded by any subsequent order or a new or further order may be made under this section from time to time and any order made under this section may contain any special directions which the Court thinks proper with reference to sales and to the duties to be performed by any controller.

(8) An order of the Court under this section may be made upon summons at chambers on the application of either of the following bodies of trustees or of any of the following persons that is to say :—

First :—

(i.) The Life Fund Trustees of the Guardian Fire and Life Assurance Company so long as any money remains due to them under their securities.

(ii.) The Estate Trustees of the Legal and General Life Assurance Society so long as any money remains due to them under their securities.

And the application and also the nomination of a person for the office of controller by each of such bodies of trustees is to have preference in the order in which they are herein-before named unless the Court see fit to order otherwise.

Secondly on the application of any of the following persons after not less than one month's previous notice in writing of an intention to make the application has been given to the bodies of trustees first mentioned and provided an application has not been made by either of such bodies of trustees before the expiration of the notice that is to say :—

(iii.) The Earl of Devon during his life—and after his death

(iv.) Lord Courtenay during his life.

(v.) The person or persons having for the time being after the death of the Earl of Devon and Lord Courtenay with

respect to the settled estates the powers of a tenant for life under the Settled Land Act 1882.

(9) A summons upon an application under this section shall be served on every body of trustees or person other than the applicant for the time being competent whether with or without notice to make an application under this section and on such other person or persons (if any) as the Court shall from time to time direct.

Effect of conveyance on a sale.

7. A conveyance upon a sale made in manner and upon the terms by this Act provided either under the powers conferred by the Settled Land Act as applied to the settled estates by this Act or under any power of appointment as extended by this Act vested in the Earl of Devon and Lord Courtenay jointly or in the Earl of Devon solely shall without the concurrence therein of any of the incumbrancers bound by this Act on the settled estates be effectual under this Act to pass the estates conveyed or any easements rights or privileges capable of being created under the Settled Land Act 1882 or under the power of appointment discharged from all estates rights interests securities and charges which at the time of the passing of this Act are or which at any time afterwards may become vested in any of such incumbrancers or in any persons deriving title under them respectively or which could at the time of the passing of this Act be defeated by an exercise of the joint power of appointment limited to the Earl of Devon and Lord Courtenay by the settlement of 1857 or by an exercise of the joint power of appointment limited to them by the recited indenture of the 30th day of January 1866 or by an exercise of the sole power of appointment limited to the Earl of Devon by the recited deed poll of the 10th day of June 1862.

Provision for production of documents.

8. A conveyance to a purchaser under the provisions of this Act may be in the form contained in the schedule to this Act or as near thereto as circumstances admit and shall operate as an acknowledgment by the person conveying and also by every other person being an incumbrancer bound by this Act on the settled estates or a trustee thereof of the right of the purchaser to the production and to delivery of copies of all the documents mentioned in this Act and all other documents relating to the title of the settled estates which are in the possession of the person conveying or of any such other person and which also relate to the title to the estate purchased by such purchaser and shall confer all the same rights as if a statutory acknowledgment in writing of the right to production of such documents and to delivery of copies thereof had been actually given to the purchaser not only by the person conveying but also by every such other person.

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Conveyances to be numbered consecutively and marked "England" or "Ireland."

9. Conveyances to purchasers are to be numbered consecutively as nearly as may be in the order in which they are executed the numbers on conveyances of estates in England commencing with No. 1 and having the word "England" added after each number and the numbers on conveyances of estates in Ireland also commencing with No. 1 and having the word "Ireland" added after each number.

Purchase money to be paid into court in England.

10. On every sale made under the provisions of this Act the whole of the money arising from sale of estates in England and three fourth parts at least of the money arising from sale of estates in Ireland subject in either case to any deduction thereout authorised by this Act shall be paid into the Chancery Division of the High Court of Justice in England "In the matter of the Settled Land "Act 1882 and of the Earl of Devon's Estate Act 1884" to an account as follows that is to say :—

(*a*) Money arising from sale of estates in England to an account entitled "Proceeds of estates in England."

(*b*) Money arising from sale of estates in Ireland to an account entitled "Proceeds of estates in Ireland."

Application of proceeds of sale.

11. (1) Money paid into court under this Act arising from the sale under the provisions of this Act of estates in England is to be applied under the order of the Court in payment of the incumbrances on the inheritance of those estates and the surplus if any of such money is to be paid and applied from time to time to the persons to whom and in the manner in which capital money arising under the Settled Land Act 1882 from the sale under that Act of the settled estates in England is payable or applicable.

(2) Money paid into court under this Act arising from the sale under the provisions of this Act of estates in Ireland is to be applied under the order of the Court in payment of the incumbrances on the inheritance of those estates and the surplus if any of such money is to be paid and applied from time to time to the persons and in the manner to and in which capital money arising under the Settled Land Act 1882 from the sale under that Act of the settled estates in Ireland is payable or applicable.

(3) In the case of any incumbrance not immediately payable a sufficient and proper sum may be set apart under the direction of the Court to answer the same.

(4) Until money paid into court under this Act can be paid or applied in accordance with the provisions of this Act the same may be invested under the direction of the Court in Government securities.

Form of summons for

12. A summons upon an application for payment into court of money arising from a sale under the provisions of this Act may be

in the form contained in the schedule to this Act or as near thereto as circumstances admit.

payment into court.

Provision for notice of sale being given to incumbrancers.

13. The person making any sale under this Act is within ten days after payment into court of money arising from the sale to deliver free of cost to the Life Fund Trustees of the Guardian Fire and Life Assurance Company and also to the Estate Trustees of the Legal and General Life Assurance Society an office copy of the order under which the payment is made and is also when required by any incumbrancer bound by this Act or any person deriving title under any incumbrancer so bound on the settled estates to deliver to him free of cost a true copy of such order and is also when required and free of cost to verify such true copy by production of an office copy.

Part of purchase money may be advanced on mortgage to Irish tenants purchasing.

14. (1) So much of the money arising from a sale under the provisions of this Act of an estate in Ireland as is not advanced to the purchaser by the Land Commission but not exceeding one-fourth of such purchase money may be advanced to the purchaser on security of a mortgage of the estate sold to him.

(2) Such mortgage may be a second mortgage subject to any prior security given to the Land Commission for repayment of any sum advanced by that commission towards payment of the purchase money and for the interest on the sum so advanced.

(3) Such mortgage shall be given to the trustees or trustee.

(4) The money secured by such mortgage shall be and be deemed to be capital money arising under the Settled Land Act 1882 from the settled estates in Ireland and when received by the trustees or trustee shall be by them or him paid into court in like manner as other money arising from sales of those estates is by this Act directed to be paid and shall be invested or applied accordingly.

(5) Any mortgage given to the trustees or trustee may be in the form contained in the schedule to this Act or as near thereto as circumstances admit and either with or without the provision contained in that form restrictive of the right to require payment of principal money or any less restrictive provision.

Power to Court to appoint person to sell after death of the earl.

15. (1) The Chancery Division of the High Court of Justice in England may if it thinks fit after the death of the Earl of Devon by order appoint some proper person to exercise all or any of the powers which by this Act or by the Settled Land Act 1882 as applied by this Act to the settled estates are conferred after the death of the Earl of Devon on Lord Courtenay during his life and after the death of both on the person or persons having for the time being with respect to the settled estates the powers of a tenant for life under the Settled Land Act 1882.

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(2) Thereupon the person so appointed shall have and may exercise accordingly all the powers which he is appointed to exercise and may as the attorney and in the name or names and on behalf of Lord Courtenay or the person or persons aforesaid execute all conveyances and other documents necessary or proper to be executed in the execution of such powers and documents so executed shall have the same operation and effect as if executed by Lord Courtenay or other the person or persons aforesaid.

(3) The Court may from time to time rescind or vary any order made under this section or may make any new or further order under this section.

(4) So long as an order under this section is in force the powers which by this Act or by the Settled Land Act 1882 as applied to the settled estates by this Act are conferred on Lord Courtenay or on the person or persons having for the time being with respect to the settled estates the powers of a tenant for life under the Settled Land Act 1882 shall not be exercised by any person other than the person who is by such order appointed to exercise those powers.

(5) An application to the Court for an order under this section may be made by any incumbrancer for the time being bound by this Act on the settled estates.

(6) An application to rescind or vary an order or make any new or further order under this section may be made also by any person or persons having or who but for any order in force under this section would have for the time being the powers of a tenant for life under the Settled Land Act 1882.

Costs of remitting money to England by Land Commission in Ireland.

16. All costs and expenses properly incurred by the Land Commission in remitting to England money advanced by them on account of any purchaser of a portion of the settled estates in Ireland or in payment thereof into court in England under this Act may be paid or deducted by that commission out of money liable to be so remitted for the purpose of being paid into court under this Act and the balance only remaining after payment or deduction of the amount of such costs and expenses may be remitted to England and paid into court under this Act.

Costs of sales may be paid out of capital money.

17. (1) All costs charges and expenses properly incurred (including the salary or fees and the costs charges and expenses of the controller) of or incidental to any sale under the provisions of this Act or of or incidental to or consequent on remitting money or the payment of money into court or the application of money in court under this Act or otherwise properly incurred in carrying into effect the provisions of this Act are to be paid out of capital money.

(2) Such costs charges and expenses are if so agreed to include the cost of the conveyance to each purchaser of any portion of the

settled estates in Ireland sold to him and also the cost of any mortgage given by such purchaser to the trustees or trustee except stamp duty upon and the cost of registration in the Irish Deeds Registry of any such conveyance or mortgage.

Reservation of rights of incumbrancers against proceeds of sale.

18. (1) The several incumbrancers bound by this Act on the settled estates shall as to all the estates for the time being remaining unsold under this Act and comprised within their respective securities continue to have all the same powers and rights with respect to sale foreclosure and otherwise for enforcing or realizing their securities and for recovering or compelling payment of the money due thereunder as if this Act had not been passed.

(2) The incumbrancers bound by this Act on estates sold under this Act shall become and be incumbrancers on the net money arising by the sale and remaining after all payments and deductions properly made under this Act and shall have a charge on such net money for the principal money interest and other moneys due or to become due under their securities in like manner and order and to the same extent as before the sale they had on the estates sold and shall with respect to calling in or payment off of principal money and in all other respects whether under the provisions contained in such securities or otherwise have all the same rights powers and equities over and in respect to the net money arising by the sale as they would have had over and in respect to the estates sold in case no sale had been made under this Act.

Provisions of the Settled Land Act 1882 to be applicable.

19. All the provisions of the Settled Land Act 1882 with the express variations made therein and the additions made thereto by this Act shall apply and have effect with respect to a sale under this Act in like manner as to a sale under the Settled Land Act 1882.

Powers conferred by Settled Land Act not to be affected.

20. The provisions of this Act shall not operate in anyway to prevent or restrict the exercise of any power conferred by the Settled Land Act 1882 and capable of being exercised independently of this Act and every power conferred by that Act may notwithstanding anything in this Act contained be exercised in the same manner and to the same extent and with the same result as if this Act had not been passed.

Applications to the Court.

21. (1) Any application to the Court with respect to any payment sale or other matter under or otherwise for giving effect to the provisions of this Act may be made by the person and in manner prescribed by the Settled Land Act 1882 and the general rules and orders made thereunder and for the time being in force.

(2) Any application to the Court with respect to the payment investment or other application of money arising from a sale made

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under the provisions of this Act may also be made on the application by petition or summons of any incumbrancer bound by this Act or any person deriving title under any such incumbrancer on the settled estates.

(3) Notice of any application to the Court with respect to any payment investment or other application of money arising from a sale under the provisions of this Act shall be served on every incumbrancer for the time being bound by this Act on the settled estates other than any incumbrancer making the application.

Costs of Act and proceedings thereunder.

22. (1) All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties including incumbrancers on the settled estates in relation thereto as between solicitor and client shall be paid out of capital money.

(2) The Chancery Division of the High Court of Justice in England may from time to time upon application by summons at chambers by any person or persons interested make any order for ascertaining or taxing any costs charges or expenses payable under this Act including the costs of the application and of any order made therein and may order payment of such costs charges and expenses when taxed out of any moneys which under this Act or otherwise are applicable for the purpose.

Saving clause.

23. Saving always to the Queen's most Excellent Majesty Her heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the settled estates or any part thereof to which this Act relates as they or any of them had before the passing of this Act or would could or might have had or enjoyed if this Act were not passed.

Exceptions from saving clause.

24. The following persons are excepted out of the general saving in this Act and accordingly are bound by this Act (that is to say):—

(1) The Earl of Devon.
(2) Lord Courtenay.
(3) Lady Agnes Elizabeth Wood.
(4) The Hon. and Rev. Henry Hugh Courtenay.
(5) Trehawke Kekewich.
(6) The Hon. Charles Lindley Wood.
(7) The Right Hon. Henry Charles Earl of Suffolk and Berkshire.
(8) The Right Hon. Charles Henry Rolle Baron Clinton.
The Right Hon. Thomas George Earl of Northbrook.
The Right Hon. William George Baron Auckland.

(9) Charles Reginald Lindley Wood
Alexandra Mary Elizabeth Wood
Francis Hugh Lindley Wood
Mary Agnes Emily Wood
Henry Paul Lindley Wood and
Edward Frederick Lindley Wood.

(10) Every other person who may at any time after the passing of this Act become interested in the sum of £10,000 assigned by the settlement of the 21st day of April 1869 before recited.

(11) Benjamin Greene Lake.

(12) Every person having at the time of the passing of this Act or at any time afterwards any estate or interest in the settled estates in England or Ireland which could at the time of the passing of this Act be defeated by an exercise of the joint power of appointment limited to the Earl of Devon and Lord Courtenay by the settlement of 1857 or of the joint power of appointment limited to them by the recited indenture of the 30th day of January 1866 or of the sole power of appointment limited to the Earl of Devon by the recited deed poll of the 10th day of June 1862.

(13) Sir Walter Rockcliff Farquhar Bart.
Henry Vigne
Henry Bonham Carter and
Beaumont William Lubbock
The Life Fund Trustees of the Guardian Fire and Life Assurance Company
The Right Hon. John Gellibrand Hubbard.

(14) James Parker Deane
Sir John Peter de Gex
Frederick John Blake and
William Williams
The Estate Trustees of the Legal and General Life Assurance Society.

(15) Frank Armstrong White.

(16) William Courtenay Morland
Herbert George Henry Norman and
John Gilbert Talbot.

(17) Sir Brydges Powell Henniker Bart.
Henry Lynedoch Gardiner and
John Thornhill Morland.

(18) Thomas Beaumont.

(19) George Edward Eyre.

(20) George Andrew Spottiswoode.

(21) William Honywood.

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(22) The Rev. Francis Edward Nugee.
(23) The Rev. Arthur James Richards and
The Rev. Henry Ashton Lake.
(24) Edward Andrew Sanders
William Barnes
Ralph Sanders
William Barnes the younger and
Edward James Sanders.
(25) Sir Edward Hulse Bart.
(26) Walter D'Oyly Kerrich
Robert Gurney Barclay and
George Lake.
(27) George Edward Lake.
(28) All other persons not herein-before in this section named who may be the trustees for the time being of the testator's will or the settlement of 1857 or the recited indenture of the 11th day of June 1847 or the recited settlement of the 21st day of April 1869 or the before-mentioned indenture of the 5th day of August 1875.

Enabling consent to this Act by the Scottish Provident Institution and suspending operation of the Act till consent or discharge of their debt.

25. The corporation of the Scottish Provident Institution or any transferees from them when and so soon as they have given their consent to this Act are also to be excepted out of the general saving in this Act and to become bound by this Act and this Act is not to take effect unless and until either that corporation or the transferees (if any) of their securities have given their consent to this Act or all principal money and interest due under such securities has been discharged.

Such consent shall be signified in writing as regards the corporation by deed under their common seal and as regards any transferees of their securities by deed under seal such deed in each case to be attested by at least one witness and to be enrolled in the Central Office of the Supreme Court of Judicature in England within three years from the passing of this Act.

After the enrolment of any such consent the same shall be deemed part of this Act and shall cause this Act to be as binding upon the corporation or the transferees by whom the consent is given as if such consent had been obtained and proved before the passing of this Act.

Any such consent may be in the form or to the effect following (that is to say):—We [*here insert the names of the corporation or the transferees*] do hereby consent to an Act of Parliament passed in the session held in the 47th and 48th years of the reign of Queen Victoria intituled "An Act to facilitate the sale, free from incum-" brances, of the estates in England and Ireland of the Right

" Honourable William Reginald Earl of Devon and the Honourable
" Edward Baldwin Courtenay commonly called Lord Courtenay."

Act not to be a Public Act.

26. This Act shall not be a Public Act but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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.

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THE SCHEDULE.

FORM OF CONVEYANCE.

The Earl of Devon's Estate Act 1884.

Conveyance No. (1) (Ireland) or [England].

This indenture made the day of 18 between the Right Honourable William Reginald Earl of Devon of the one part and of herein-after called the purchaser of the other part witnesseth that by virtue of the powers conferred by the above-mentioned Act and in consideration of the sum of £ paid into the Chancery Division of the High Court of Justice by [the Land Commission on behalf of] the purchaser [and also in consideration of the further sum of £ secured with interest at per cent. to the trustees under the above-mentioned Act by second mortgage subject to the securities of the Land Commission of the lands mentioned in the schedule hereto such second mortgage bearing even date herewith] which payment [and the execution of which mortgage] the Earl of Devon hereby admits The Earl of Devon as beneficial owner hereby conveys to the purchaser All the messuages farms lands and hereditaments a particular whereof is contained in the schedule hereto and which are intended to be delineated so far as capable of delineation on the plan to these presents and to be thereon coloured To hold to the purchaser his heirs and assigns.

In witness whereof the Earl of Devon has hereunto set his hand and seal the day and year first above written.

The schedule above referred to.

(Description of lands.)

Countersigned A.B. the Controller
appointed by Order dated
18 .

FORM OF MORTGAGE.

A.D. 1884.

The Earl of Devon's Estate Act 1884.

MORTGAGE No. (1) (IRELAND).

This indenture made by way of statutory mortgage this day of 18 pursuant to the provisions of the above-mentioned t and the Conveyancing and Law of Property Act 1881 between herein-after lled the purchaser of the one part and f and of herein-after called the mortgagees of the other part witnesseth that in consideration of the sum of £ due by the purchaser in respect of the purchase money for the land mentioned in the schedule hereto conveyed to him under the provisions of the above-mentioned Act by Conveyance No. 1 (Ireland) bearing even date herewith and made between the Earl of Devon of the one part and the purchaser of the other part the purchaser as mortgagor and beneficial owner hereby conveys to the mortgagees all the messuages farms lands and hereditaments a particular whereof is contained in the schedule hereto being a copy of the schedule to the before-mentioned conveyance of even date herewith To hold to the mortgagees their heirs and assigns for securing payment on the day of 18 of the sum of £ as the mortgage money with interest thereon at the rate of per cent. per annum.

If the interest at per cent. on the principal money hereby secured should be paid half-yearly on the first day of May and the 1st day of November in each year or within thirty days after those days and if all statutory obligations binding on the purchaser should also be complied with then payment is not to be required of the principal money before the day of 18 .

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The schedule above referred to.
(Description of lands.)

A.D. 1884.

FORM OF SUMMONS.

In the High Court of Justice.
Chancery Division.

Mr. Justice

In the Matter of the Earl of Devon's Settled Estates
and
In the Matter of the Settled Land Act 1882 and the Earl of Devon's Esta Act 1884.

Let all parties concerned attend &c. on the hearing of an application on part of the Right Honourable William Reginald Earl of Devon (*or other tenant for life or person empowered to sell*)

That the Land Commission (*or a purchaser*) may be at liberty to pay int court to the credit of the above-mentioned matter to an account entitled "Proceeds of Estates in Ireland [or England]" the sum of £ on account of purchase money arising from the sale the particulars whereof are contained in the schedule hereto—

(*Add any further direction required as to investment or otherwise.*)

SCHEDULE.

Number on Conveyance.	Date of Conveyance.	Name of Purchaser.	Total Purchase Money.	General Description of Land conveyed.
No. 1. Ireland (or England).	1st Sept. 1884	Patrick O'Brien	£ 2000	Castle Farm in the barony of and county of Limerick containing 100 acres or thereabouts.

LONDON: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1884.