ANNO QUADRAGESIMO NONO

GEORGII III. REGIS.

Cap. 148.

An Act for veſting the ſettled and other Eſtates of *John Pierſon Foote* Eſquire, in the Pariſh of *Calſtock*, in the County of *Cornwall*, in Truſtees, upon Truſt to ſell and to ſtand poſſeſſed of the Money ariſing from the Sale thereof, upon the Truſts therein mentioned. [3d *June* 1809:]

23d February 1735, Surrender by John Foote, of the Land in the First Schedule to Alexander Carew in Fee.

WHEREAS *John Foote*, formerly of *Harewood*, in the Pariſh of *Calſtock*, in the County of *Cornwall*, Eſquire, deceaſed, did, at the Special Court held on or about the Twenty-third Day of *February* One thouſand ſeven hundred and thirty-five, ſurrender into the Hands of the Lord of the Manor of *Calſtock*, Part of the ancient Duchy of *Cornwall*, the Copyhold or Cuſtomary Lands, Tenements, and Hereditaments held of the ſaid Manor, and mentioned and comprized in the hereinafter recited Indenture of Settlement, of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, and deſcribed and diſtinguiſhed in the Firſt Schedule annexed to this Act, with their Appurtenances, upon the Condition that *Alexander Carew*, then of *Harrowburrow*, in the ſaid County of *Cornwall*, Eſquire, (ſince deceaſed), might have the ſame, to hold to him, his Heirs and Aſſigns for ever, and according to the Cuſtom of the ſaid Manor, and that he might be taken and admitted Tenant of the ſame; and at the ſame Court, and immediately after ſuch Surrender, the ſaid *Alexander Carew* was thereupon admitted Tenant of the ſaid Copyhold or Cuſtomary Lands, Tenements, and Hereditaments: And whereas

23d February 1735, Defeasance from Alexander Carew, in trust for the said John Foote, in Fee.

whereas by an Indenture bearing Date the same Twenty-third Day of *February* One thousand seven hundred and thirty-five, and made or expressed to be made between the said *Alexander Carew* of the one Part, and the said *John Foote* of the other Part, it is witnessed that the Name of the said *Alexander Carew* was used in Trust only, to and for the Uses, Intents, Trusts, Purposes, and Provisions therein-after mentioned; and more particularly that he, the said *Alexander Carew*, and his Heirs, should stand and be Tenant or Tenants thereof, to and for the only Use and Behoof of him the said *John Foote*, his Heirs and Assigns for ever, according to the Custom of the said Manor: And whereas the said *John Foote* died in the Year One thousand seven hundred and forty-three, Intestate as to his Copyhold, or Customary Hereditaments, leaving *Ambrose Cox Foote*, his only Son and Customary Heir, him surviving: And whereas

21st August 1780, Lease of Messuage and Land in the Second Schedule to Nicholas Mill, upon certain Trusts. 12th and 13th July, 1765, Settlement on the Marriage of Ambrose Cox Foote.

by an Indenture of Lease, bearing Date the Twenty-first Day of *August* One thousand seven hundred and eighty-four, his Royal Highness *George Augustus Frederick* Prince of *Wales* did demise, grant, and to farm let unto *Nicholas Mill* Esquire, the capital Messuage or Dwelling-house, Lands, Woods, and Woodlands, situate within the aforesaid Manor of *Calstock*, and called *Harewood*, and mentioned and comprised in the here-in-after recited Indenture of Settlement, of the Second Day of *December* One thousand seven hundred and eighty-eight, and described and distinguished in the Second Schedule annexed to this present Act, with the Appurtenances, to hold the same unto the said *Nicholas Mill*, his Executors, Administrators, or Assigns, from thenceforth for the Term of Ninety-nine Years, determinable upon the Deaths of the said *John Pierson Foote*, *Nicholas Mill*, the Son of the said *Nicholas Mill*, Party thereto, and *William Barlow*, Son of the Reverend *William Trevanion Barlow* Clerk, and of the longest Liver of them, in Trust for the Uses mentioned in a Deed of Settlement, bearing Date the Twelfth and Thirteenth Days of *July*, which was in the Year One thousand seven hundred and sixty-five, and made between the aforesaid *Ambrose Cox Foote* of the First Part, *John Holles* Esquire, and the said *Nicholas Mill* the Elder, of the Second Part, and *Elizabeth Holles*, Daughter of the said *John Holles*, of the Third Part, whereby the Lands comprized in the before mentioned Indenture of Lease were conveyed or otherwise assured to the said *John Holles* and *Nicholas Mill*, Party thereto, in Trust for the said *Ambrose Cox Foote* for his Life; Remainder to the said *Elizabeth Holles* for her Life, for her Jointure in Bar of Dower; Remainder to the First and other Sons in Tail Male of the Marriage, then intended to be and soon after solemnized between the said *Ambrose Cox Foote* and *Elizabeth Holles*; Remainder to the Daughters of the said Marriage; with Remainder to the Survivor of them the said *Ambrose Cox Foote* and *Elizabeth Holles* in Fee: And whereas the said *Ambrose Cox Foote* intermarried with the said *Elizabeth Holles* on or about the Fifteenth Day of *June*, in the Year One thousand seven hundred and sixty-five, and had by her only Two Children, namely, *John Trengoff Foote* and the said *John Pierson Foote*: And whereas the said *John Trengoff Foote* died on or about the Twenty-seventh Day of *April*, in the Year One thousand seven hundred and eighty, an Infant: And whereas the said *Ambrose Cox Foote* died in the Year One thousand seven hundred and eighty-four intestate as to his Copyhold or Customary Hereditaments, leaving *John Pierson Foote*, of *Harewood*, in the Parish of *Calstock*, in the County of *Cornwall*, Esquire, his only Son and Customary Heir, him surviving: And whereas, by an Indenture bearing Date the Second Day of

December

December One thouſand ſeven hundred and eighty-eight, and made or expreſſed to be made between the ſaid *John Pierſon Foote* of the Firſt Part, *Broderick Hartwell* Eſquire, and *George Herbert* Eſquire, of the Second Part, *Philip Thorne* Gentleman, of the Third Part, and *Mary Foote*, the Wife of the ſaid *John Pierſon Foote*, then *Mary Thorne* Spinſter, and therein deſcribed to be the Daughter of the ſaid *Philip Thorne*, of the Fourth Part, in Conſideration of a Marriage then intended to be ſolemnized between the ſaid *John Pierſon Foote* and *Mary* his Wife, and of One thouſand Pounds agreed to be and afterwards paid by the ſaid *Philip Thorne* to the ſaid *John Pierſon Foote*, as the Marriage Portion of the ſaid *Mary Foote*, and in Conſideration of Ten Shillings to the ſaid *John Pierſon Foote*, paid by each of them, the ſaid *Broderick Hartwell* and *George Herbert*, the ſaid *John Pierſon Foote* did grant, remiſe, releaſe, and for ever quit, claim, appoint, and confirm unto the ſaid *Broderick Hartwell* and *George Herbert*, and to their Heirs and Aſſigns for ever, all the Eſtate and Intereſt which he the ſaid *John Pierſon Foote* then had, and which he might or would have, or which he or his Heirs thereafter ſhould or might claim or have, of, or in all or any of the ſeveral and reſpective Cuſtomary Lands, Tenements, and Hereditaments, ſituate, lying, and being within and Part and Parcel of the ſaid Manor of *Calſtock*, Part of the ſaid ancient Duchy of *Cornwall*, and then in the Poſſeſſion or Occupation of *Thomas Bate*, *Francis Berryl Vincent*, *William Almond*, and *Roger Trefry*, their Aſſignee, Aſſignees, or Aſſigns, and holden of the Lord of the ſaid Manor acording to the Cuſtom thereof, and therein particularly mentioned and deſcribed, and alſo deſcribed and diſtinguiſhed in the Firſt Schedule annexed to this Act, with the Appurtenances (ſubject to the Rents, Rates, Taxes, Fines, Heriots old and new, Knowleges, Duties, Suits, Offices, and Charges whatſoever, in anywiſe impoſed or charged on, or which ſhould or might be iſſuing on or out of the ſame Premiſes, or which ought to be paid, done, executed, or diſcharged in reſpect thereof), upon Truſt, and to, for, and upon the ſeveral Uſes, Ends, Intents, and Purpoſes thereinafter mentioned concerning the ſame; and for the Conſiderations aforeſaid, and in Conſideration of the further Sum of Ten Shillings to the ſaid *John Pierſon Foote*, paid by each of them the ſaid *Broderick Hartwell* and *George Herbert*, the ſaid *John Pierſon Foote* did bargain, ſell, and aſſign unto the ſaid *Broderick Hartwell* and *George Herbert*, their Executors, Adminiſtrators, and Aſſigns, the capital Meſſuage or Dwelling Houſe, Lands, Woods, Woodlands, and Premiſes, compriſed in and demiſed by the aforeſaid Indenture of Leaſe, of the Twenty-firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-four, for the ſaid Term of Ninety-nine Years, determinable on the Deaths of the ſaid *John Pierſon Foote*, *Nicholas Mill* the younger, and *William Barlow*, and alſo deſcribed and diſtinguiſhed in the Second Schedule annexed to this Act, with their Appurtenances, to hold the ſame (except as in the ſaid original Indenture of Leaſe of the ſaid Premiſes is excepted), unto the ſaid *Broderick Hartwell* and *George Herbert*, their Executors, Adminiſtrators and Aſſigns, from thenceforth for the Remainder of the ſaid Term of Ninety-nine Years, therein granted unto the ſaid *Nicholas Mill* the elder as aforeſaid, yet to come and unexpired, determinable as aforeſaid, and ſubject nevertheleſs to the Payment of the Rents, Heriots, Rates, and Taxes, and to the Performance of the Suits, Services, Covenants, and Agreements, in the ſaid Indenture of Leaſe contained or otherwiſe to be borne, paid, done, and performed by the Leſſee thereof, and ſo ſubject then that the ſeveral

2d December, 1788, Settlement on Marriage of J. P. Foote with Mary his preſent Wife.

Of the Lands and Premiſes in the Firſt Schedule,

and of the Land and Premiſes in the Second Schedule.

therein before mentioned and releaſed Cuſtomary Lands, Tenements, Hereditaments, and Premiſes, ſituate and being within and Part of the Manor of *Calſtock* aforeſaid, Parcel of the ſaid ancient Duchy of *Cornwall*, and alſo the before mentioned Leaſehold capital Meſſuage or Dwelling Houſe, Lands, Woods, Woodlands, and all other the Premiſes alſo ſituate and being within and Parcel of the ſaid Manor of *Calſtock*, in the ſaid County of *Cornwall*, thereby aſſigned with the Appurtenances as aforeſaid, to them the Truſtees, the ſaid *Broderick Hartwell* and *George Herbert* as aforeſaid, were to them the ſaid Truſtees ſo releaſed, aſſigned, and made over to them (ſubject as aforeſaid) upon the ſeveral Truſts, Intents, and Purpoſes, and under and ſubject to the ſeveral Proviſoes, Powers, and Agreements expreſſed and declared concerning the ſame, and in Part herein-before mentioned (that is to ſay), in Truſt for the ſaid *John Pierſon Foote*, his Heirs, Executors, Adminiſtrators, and Aſſigns, until the Solemnization of the ſaid then intended Marriage; and immediately after the Solemnization thereof, in Truſt for him, the ſaid *John Pierſon Foote* and his Aſſigns, during his Life; and immediately after the Death of the ſaid *John Pierſon Foote*, leaving the ſaid *Mary*, his Wife, him ſurviving, then in Truſt, out of the Rents and Produce of the ſaid thereby releaſed and aſſigned Premiſes, or of any Part thereof, either to pay to, or permit and empower the ſaid *Mary Foote* to receive the Sum of One hundred Pounds yearly by Four Quarterly Payments in the Year, during her natural Life, for her Jointure, in full Satisfaction of her Dower and Thirds, which ſhe might claim to have in any Lands, Tenements, or Hereditaments, whereof or wherein the ſaid *John Pierſon Foote* ſhould, at any Time during his Life be ſeiſed of any Eſtate of Inheritance; and in caſe the ſaid *John Pierſon Foote* ſhould happen to ſurvive the ſaid *Mary*, his Wife, or ſhould happen to die in her Life Time, leaving any Child or Children of the ſaid then intended Marriage, then as to the ſaid ſeveral Cuſtomary Lands, Tenements, Hereditaments, and Premiſes, with the Appurtenances, and the ſaid capital Meſſuage or Dwelling Houſe, Woods, Woodlands, and all other the above mentioned Leaſehold Premiſes, with their Appurtenances, and the Rents, Income, and Produce thereof (after Payment of the ſaid Sum of One hundred Pounds a Year as aforeſaid, to the ſaid *Mary Foote* during her Life, in caſe ſhe ſhould ſurvive her ſaid then intended Huſband), and the Whole of the ſaid Rents, Income, and Produce after her Death, in Truſt to pay and apply the ſame in ſuch Manner as the ſaid *John Pierſon Foote*, by any Deed or Deeds executed by him in the Preſence of, and atteſted by Two or more Witneſſes, or by his laſt Will and Teſtament executed in the Preſence of, and atteſted by Three or more credible Witneſſes, ſhould direct or appoint the ſame, unto and for the Maintenance, Education, and Support of ſuch Child and Children, if more than one, and in bringing him, her, or them, as he ſhould think fit, to any Trade, Buſineſs, Profeſſion, or Employment he ſhould direct, and in the Advancement of all or either of them in the World or in Marriage as he ſhould think proper (but not otherwiſe); and in Default of ſuch Direction or Appointment as aforeſaid, then and in ſuch Caſe in Truſt for them the ſaid Truſtees, or the Survivor of them, his Heirs, Executors, or Adminiſtrators, to ſet, let, and demiſe the ſaid thereby releaſed and aſſigned Premiſes, or any Part thereof, for ſuch Term and Terms of Years, to any Perſon or Perſons they or he ſhould think proper, for the beſt annual Rent they or he could get for the ſame; and from Time to Time pay and apply the

the Reſidue of ſuch Rents, or ſuch Part and Parts thereof, as they or he ſhould think neceſſary, unto and for the Maintenance, Education, and Support of ſuch Child and Children of the ſaid then intended Marriage, if more than One, and in the bringing him, her, or them, as they or he ſhould think proper, to any Trade, Buſineſs, Profeſſion, or Employment they or he ſhould think fit, until the Firſt Son of the ſaid then intended Marriage (if any Son there ſhould happen to be), ſhould attain his Age of Twenty-one Years, and immediately after he ſhould have ſo attained the ſaid Age of Twenty-one Years as aforeſaid (the ſaid *Mary Foote* being then dead), then as to the ſaid ſeveral and reſpective Cuſtomary Lands, Tenements, Hereditaments, and Premiſes, with the Appurtenances, in Truſt, for the Uſe of ſuch Firſt Son of the Body of the ſaid *John Pierſon Foote*, on the Body of the ſaid *Mary*, his Wife (having ſo attained the ſaid Age of Twenty-one Years as aforeſaid), lawfully begotten in Tail Male; and in Default of ſuch Iſſue to the Uſe and Behoof of the Second and every other Son of the Body of the ſaid *John Pierſon Foote* on the Body of the ſaid *Mary*, his Wife, lawfully begotten, ſeverally and ſucceſſively, according to their reſpective Seniorities in Tail Male; and for Default of ſuch Iſſue, in Truſt and to and for the Uſe of all and every the Daughter and Daughters of the Body of the ſaid *John Pierſon Foote*, on the Body of the ſaid *Mary*, his Wife, lawfully begotten in Tail Male, as Tenants in Common, and in Default of ſuch Iſſue, in Truſt and to the Uſe of the ſaid *John Pierſon Foote*, his Heirs and Aſſigns for ever; and as to the ſaid capital Meſſuage or Dwelling Houſe, Woods, Woodlands, and all other the above mentioned Leaſehold Premiſes, with their Appurtenances (after the ſaid Firſt or other Son of the ſaid then intended Marriage ſhould have attained the ſaid Age of Twenty-one Years, and the Death of the ſaid *Mary Foote* ſhould have happened) in Truſt for them the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, to ſell and diſpoſe of the Whole or any Part thereof, if they or he ſhould find it neceſſary ſo to do for all or either of the Purpoſes therein-after mentioned, and to pay and apply the Proceeds thereof, and the Rents that ſhould be received for the ſame, to the Maintenance, Education, and Support of all ſuch Child and Children of the ſaid then intended Marriage, as ſhould not at that Time be in the Poſſeſſion of the ſaid Cuſtomary Lands and Premiſes (unleſs there be but one Child), and in the bringing ſuch of them as they ſhould think proper to any Trade, Profeſſion, or Buſineſs they ſhould think fit, or in advancing all or any of them in the World, or in Marriage, in ſuch Manner, Parts, and Proportions as they or he ſhould think proper; and in caſe there ſhould happen to be no Child or Children of the ſaid then intended Marriage, or if ſuch, and they ſhould all happen to die before the Whole of the ſaid Eſtate and Premiſes ſhould have been applied as aforeſaid; then as to the ſaid capital Meſſuage or Dwelling Houſe and Premiſes, with the Appurtenances, or the Proceeds thereof, or the Reſidue of ſuch Proceeds, remaining in the Hands of the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, undiſpoſed of, in caſe the ſame ſhould have been ſold, in Truſt for the Uſe of the ſaid *John Pierſon Foote*, his Executors, Adminiſtrators, and Aſſigns; and it is, by the ſaid Indenture now in recital, provided and declared, that in caſe the ſaid *John Pierſon Foote* ſhould happen to die in the Life Time of the ſaid *Mary*, his Wife, leaving Two or more Children, of the ſaid then intended

Marriage, living at the Time of his Death, and the ſaid *Mary Foote* ſhould at any Time afterwards marry again, that then and in ſuch Caſe the Sum of Fifty Pounds only, from the Time of ſuch Marriage, ſhould be paid and payable to the ſaid *Mary Foote* yearly, for her Jointure, in Manner aforeſaid, in lieu of the before mentioned Sum of One hundred Pounds yearly, and from thenceforth Fifty Pounds the Reſidue of the ſaid Sum of One hundred Pounds yearly, ſhould ſink into and remain in the Hands of the ſaid Truſtees, to be by them paid and applied to the Maintenance, Education, and Support of ſuch Child and Children, in ſuch Manner as was therein-before directed as to the Reſidue of the ſaid Rents: And whereas the ſaid Marriage took Effect on the Twenty-fourth Day of *December* One thouſand ſeven hundred and eighty-eight: And whereas, after the Death of the ſaid *Ambroſe Cox Foote*, the ſaid *Elizabeth Foote*, his Widow, intermarried with *John Herring*: And whereas by an Indenture, bearing Date the Eighteenth Day of *March* One thouſand ſeven hundred and eighty-nine, and made or expreſſed to be made between *Richard Julian* Eſquire, and *Mary*, his Wife, formerly *Mary Mill*, one of the Daughters and the ſurviving Executrix of the laſt Will and Teſtament of the aforeſaid *Nicholas Mill*, the elder, deceaſed, to whom Probate thereof had been granted, of the Firſt Part, *John Herring* Eſquire, and *Elizabeth Herring*, his Wife (formerly *Elizabeth Foote*, the Wife of the ſaid *Ambroſe Cox Foote*, then deceaſed, and previouſly to her Marriage with the ſaid *Ambroſe Cox Foote*, *Elizabeth Holles* Spinſter), of the Second Part, and the ſaid *John Pierſon Foote* of the Third Part; after reciting (amongſt other Things) that upon the Death of the ſaid *Ambroſe Cox Foote*, it was diſcovered that the North Part of the Barton of *Harewood*, conveyed by him in and by the ſaid therein in Part recited Indenture of Releaſe, and as herein-before ſet forth, to the ſaid *John Holles* and *Nicholas Mill* the elder, in Fee, was held by Leaſe of his Royal Highneſs the Prince of *Wales*, for the Term of Ninety-nine Years, determinable on Lives, which Leaſe determined on the Death of the ſaid *Ambroſe Cox Foote*; and further reciting that the ſaid *Nicholas Mill* the elder, at the Requeſt of the ſaid *Elizabeth Herring* and *John Pierſon Foote*, entered into a Treaty with his Royal Highneſs the Prince of *Wales* for the Purchaſe of a Leaſe of the ſaid North Part of the Barton of *Harewood*, with the Appurtenances, and applied Part of certain Truſt Monies belonging to the ſaid *John Pierſon Foote* to the Purchaſe thereof; and alſo reciting, amongſt other Things, the Indenture of Leaſe of the ſaid Twenty-firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-four, herein-before ſet forth, it is in and by the ſaid Indenture of the Eighteenth Day of *March* One thouſand ſeven hundred and eighty-nine, witneſſed that they, the ſaid *Richard Julian* and *Mary*, his Wife, by and with the Direction and Appointment of the ſaid *John Herring* and *Elizabeth*, his Wife, teſtified as therein mentioned; and the ſaid *John Herring* and *Elizabeth*, his Wife, for the Conſiderations therein expreſſed, did aſſign, transfer, ratify, and confirm unto the ſaid *John Pierſon Foote* the Premiſes compriſed in and demiſed by the herein-before recited Indenture of Leaſe of the Twenty-firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-four, to hold the ſame to the ſaid *John Pierſon Foote*, his Executors, Adminiſtrators, and Aſſigns, for the then Reſidue of the Term thereby granted, determinable as therein mentioned: And whereas by Indenture dated the Twentieth Day of *March* One thouſand ſeven hundred and eighty-nine, the ſaid *John Pierſon Foote* aſſigned his Intereſt

18th March 1789, Aſſignment of Leaſe of 21ſt Auguſt 1784, by the perſonal Repreſentatives of Nicholas Mill to John Pierſon Foote, of Lands and Premiſes in the Second Schedule.

20th March 1789, Aſſignment by John Pierſon Foote to the Truſtees

in the said Lease to the Trustees named in his said Settlement: And whereas the said *John Pierson Foote* hath, under and by virtue of an Act made in the Thirty-eighth Year of His present Majesty, intituled, *An Act for making perpetual, subject to Redemption and Purchase in the Manner therein stated, the several Sums of Money now charged in* Great Britain *as a Land Tax, for one Year, from the Twenty-fifth Day of* March *One thousand seven hundred and ninety-eight*, purchased of his Royal Highness the Prince of *Wales* the Fee Simple of the said Manor of *Calstock*, and thereby acquired the Freehold of the Copyhold Hereditaments and Premises comprised in the said Indenture of Settlement: And whereas the said *John Pierson Foote* hath also under the said Act, purchased of his Royal Highness the Fee Simple in Remainder or Reversion, expectant on the Determination of the said Term of Ninety-nine Years, of the Leasehold Premises comprised in the said Indenture of Settlement: And whereas the said *Alexander Carew* died in the Year One thousand seven hundred and thirty-nine, Intestate as to the said Copyhold or Customary Lands, Tenements, and Hereditaments of which he was so seized in Trust as aforesaid, leaving his Brother *John Carew* Esquire, his Customary Heir, him surviving, who was thereupon admitted Tenant of the same Hereditaments, and continued seised thereof until the Time of his Decease, whereupon *Sarah*, the Widow of the said *John Carew* was, according to the Custom of the said Manor of *Calstock*, admitted Tenant of the same Hereditaments, and continued seised thereof until the Time of her Decease, upon which *John Carew* (afterwards Sir *John Carew* Baronet), the Son of the said *John Carew* Esquire, and *Sarah* his Wife, and the Customary Heir of the said *John Carew* Esquire, his deceased Father, was admitted Tenant of the same Hereditaments, and continued seised thereof until the Time of his Decease, whereupon Sr *Alexander Carew* Baronet, the Brother of the said Sir *John Carew* deceased, and the Customary Heir of the said Sir *John Carew*, was admitted Tenant of the same Hereditaments, and continued seised thereof until the Time of his Decease: And whereas, upon the Death of the said Sir *Alexander Carew*, *Catherine Wilton* Widow, was his Heiress at Law, she being the Daughter and Heiress at Law of *Catharine Jane*, formerly *Catherine Carew* Spinster, who was the only surviving Sister of the said Sr *Alexander Carew*, and died in his Life Time, and who was the only Child of the said *John Carew* Esquire, and *Sarah* his Wife, who left Issue: And whereas the said *Catherine Wilton* as such Heiress at Law of the said Sir *Alexander Carew* as aforesaid, then being Tenant of the said Copyhold or Customary Lands, Tenements, and Hereditaments, did surrender the same Copyhold or Customary Hereditaments, of which the said *Alexander Carew*, and after him the said *John Carew* Esquire, *Sarah Carew* Widow, Sir *John Carew* Baronet, Sir *Alexander Carew* Baronet, and *Catherine Wilton* were severally and successively seised as aforesaid, unto the said *John Pierson Foote*, the then Lord of the Manor of *Calstock*, of which the same Hereditaments were Parcel: And whereas the said *John Pierson Foote*, being Lord of the Manor of *Calstock* as aforesaid, contracted for the Purchase from *Mary Parson* Widow, and *Isabella Larke* Spinster, and took by surrender from them a Fourth Part of one Garden containing Half an Acre, a Cottage at *Calstock* aforesaid, and a Fourth Part of one Parcel of Meadow containing Half an Acre, to merge into the Freehold; and being Lord of such Manor as aforesaid, contracted for the Purchase from *John Walter Foote* Esquire, and

of his Settlement of the Lease of 21st of August 1784.

Purchase of the Manor of Calstock by J. P. Foote.

Surrender of the Lands and Premises in the 1st Schedule to J. P. Foote, then Lord of the Manor.

Purchases by J. P. Foote of the Land comprised in the 3d Schedule.

and took by ſurrender from *John Terrell*, his Cuſtomary Tenant, a Tenth Part, and a Fortieth of a Fourth Part, being now called *Seven Acres* and *Weſt Park*; alſo a Moiety of a Sixtieth, and a Moiety of a One hundredth Part, being Two Fields called *Three Corner Parks*, and the *Higher Field*, adjoining to *Harewood*, and alſo the other Moiety of a Sixtieth and One hundredth Parts, being a little Orchard, that the Cuſtomary Eſtate might merge and ſink into the Freehold then in himſelf, to the Uſe of the Lord, the ſaid *John Pierſon Foote*, his Heirs and Aſſigns for ever: And whereas the ſaid *John Pierſon Foote* hath applied the Sum of Five hundred and three Pounds Nineteen Shillings and Seven-pence, Three Pounds *per Centum* Reduced Bank Annuities, in redeeming the Land Tax payable for the ſaid ſettled Hereditaments and Premiſes, and for the Copyhold Hereditaments and Premiſes ſo purchaſed by him as aforeſaid: And whereas the ſaid *Broderick Hartwell*, one of the Truſtees of the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, hath departed this Life, leaving his Co-truſtee, the ſaid *George Herbert*, him ſurviving: And whereas the ſaid *John Pierſon Foote* hath Iſſue by the ſaid *Mary*, his Wife, Eight Children, namely, *Elizabeth Foote*, *Mary Foote*, *John Holles Rolle Foote*, *Philip Locke Foote*, *Pierſon Foote*, *Ambroſe Foote*, *Celia Foote*, and *Charles Henry Nelſon Foote*, all of whom are under the Age of Twenty-one Years: And whereas the ſaid *John Pierſon Foote* hath contracted to ſell the Manſion Houſe and Demeſne Lands of *Harewood*, ſituate within the Pariſh of *Calſtock* aforeſaid, being Part of the ſaid ſettled Hereditaments and Premiſes, to *Thomas Bewes*, of the Pariſh of *Saint Andrew*, in the Borough of *Plymouth*, in the County of *Devon*, Eſquire, upon Terms highly advantageous to the Parties intereſted therein: And whereas the ſaid Copyhold Hereditaments ſo purchaſed by the ſaid *John Pierſon Foote*, as aforeſaid, and which are compriſed in the Third Schedule to this Act, are partly contiguous to and partly intermixed with ſuch of the ſaid ſettled Hereditaments and Premiſes as are contracted to be ſold, and are ſo connected therewith that if they were to be ſold or enjoyed ſeparately from the ſaid ſettled Hereditaments and Premiſes, the Value of the ſaid ſettled Hereditaments and Premiſes would be greatly diminiſhed: And whereas ſuch of the ſaid ſettled Hereditaments and Premiſes as are not contracted to be ſold, might be ſold to great Advantage if they could be ſold in Fee Simple diſcharged from all Leaſehold Tenure: And whereas on account of the great Advantages which might be derived from ſuch Sales, and on Account of the great Difficulty of making a ſuitable Proviſion for the Iſſue of the ſaid *John Pierſon Foote*, and *Mary* his Wife, under the ſubſiſting Truſts of the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, it would be highly beneficial to them and their Iſſue, and particularly to ſuch Iſſue, that the ſaid Contract for Sale ſhould be carried into Execution, and that the ſaid other Sales ſhould take Effect, and that with and out of a competent Part of the Money to ariſe from the Sale of the ſaid Hereditaments and Premiſes ſo contracted to be ſold, and from the ſaid other Sales, ſuch a Sum of Money ſhould be repaid to the ſaid *John Pierſon Foote*, as ſhould be equal to the Amount of the Monies paid by him towards the Purchaſe of the preſent Eſtates and Intereſts of the ſaid *John Pierſon Foote*, in the Hereditaments and Premiſes which ſhall be ſo ſold, and that with and out of a further Part of the Money to ariſe from the

Sale of Premiſes.

the ſaid Sales the Sum of Five hundred and three Pounds Nineteen Shillings and Seven-pence Three *per Centum* Reduced Bank Annuities ſhould be purchaſed and tranſferred into the Name of the ſaid *John Pierſon Foote*, as a Compenſation for the like Sum of Five hundred and three Pounds Nineteen Shillings and Seven-pence Three *per Centum* Reduced Bank Annuities, with which the Land Tax of the ſaid Premiſes was ſo redeemed by him, as aforeſaid, and that the Surplus or Reſidue of the Money to ariſe from the ſaid Sales ſhould be laid out in the Purchaſe of other Eſtates, and that ſuch other Eſtates ſhould be ſettled for the Benefit of the ſeveral Perſons entitled under the ſaid Indenture of Settlement; but that by reaſon of the Limitations and Truſts contained in the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, and the Minority of the Infant Children of the ſaid *John Pierſon Foote*, and *Mary* his Wife, the ſeveral Objects aforeſaid cannot be effected without the Aid of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *John Pierſon Foote*, and *Mary* his Wife, on Behalf of themſelves and the ſaid *Elizabeth Foote*, *Mary Foote*, *John Holles Rolle Foote*, *Philip Locke Foote*, *Pierſon Foote*, *Ambroſe Foote*, *Celia Foote*, and *Charles Henry Nelſon Foote*, their Infant Children, and the ſaid *George Herbert*, do moſt humbly beſeech Your Majeſty that it may be enacted, and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all and ſingular the capital Meſſuage or Manſion Houſe, Cottages, Lands, Tenements, and Hereditaments deſcribed in the Three ſeveral Schedules annexed to this Act, together with all and ſingular the Houſes, Out-houſes, Edifices, Buildings, Gardens, Ways, Paths, Paſſages, Waters, Watercourſes, Commons, Common of Paſture, Woods, Trees, Timber, and Underwoods, and the Ground and Soil of the ſame, Eaſements, Profits, Commodities, Emoluments, and Appurtenances whatſoever to the ſaid Meſſuage and other Hereditaments belonging, or in any wiſe appertaining, or with the ſame or any of them now or at any Time heretofore demiſed, leaſed, held, uſed, occupied or enjoyed, or accepted, reputed, deemed, taken or known as Part, Parcel, or Member of them or any of them, or appurtenant thereunto, and the Remainder and Remainders, Reverſion and Reverſions, yearly and other Rents, Iſſues, and Profits of the ſame Meſſuage and other Hereditaments and every of them, and every Part thereof ſhall, from and immediately after the paſſing of this Act, be veſted in, and the ſame are hereby veſted in *Henry Lyne Templer*, of *Teignmouth*, in the County of *Devon*, Eſquire, and *Richard Eales*, of the City of *Exeter*, Eſquire, their Heirs and Aſſigns for ever, freed, and abſolutely acquitted, exonerated, and diſcharged of and from all the Uſes, Eſtates, Truſts, Powers, Proviſoes, Conditions, Charges, and Limitations in and by the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, limited, expreſſed, or declared of and concerning ſuch of the ſaid Premiſes as are compriſed in the ſame Indenture, and alſo of and from the ſaid Indenture of Leaſe of the Twenty-firſt Day of *Auguſt* One thouſand ſeven hundred and eighty-four, and the Term of Years, Rent, Covenants, Clauſes, Conditions, Proviſoes, and Agreements thereby or therein created, reſerved, or contained, alſo of and from all yearly and other Payments, Rents, Quit Rents, Fines, Heriots, Fealty, Suit of Court, and all other uſual or Cuſtomary

Lands compriſed in the Three Schedules veſted in Truſtees.

Diſcharged from the Uſes, &c. of Settlement of 2d December, 1788;

and alſo from the Leaſe of Aug. 21ſt, 1784, &c.

mary or Copyhold Payments, Duties, Services, or Customs whatsoever; but nevertheless upon and for the Trusts, Intents, and Purpose hereinafter expressed and declared of and concerning the same (that is to say), as to such of the said Hereditaments and Premises so contracted to be sold to the said *Thomas Bewes* as herein-before is mentioned and recited, with their Appurtenances (which said Hereditaments and Premises include the Whole of the Premises comprised in the First and Third Schedules to this Act, and the Whole of the Premises comprised in the Second Schedule to this Act, except *Greenscoombe Castle*, and *Marden Coombe Coppices*, and *Ravenscliff Coppice*), upon Trust, that they the said *Henry Lyne Templer* and *Richard Eales*, and the Survivor of them, and the Heirs and Assigns of such Survivor do and shall, upon Payment into the Bank of *England*, as herein-after mentioned, of the Money agreed to be given by the said *Thomas Bewes* for the Purchase of the same Hereditaments and Premises, by such good and sufficient Conveyances and Assurances in the Law, as by the said *Thomas Bewes*, his Heirs or Assigns, or his or their Counsel in the Law, shall be reasonably devised, or advised and required, convey and assure the same Hereditaments and Premises with their Appurtenances unto and to the Use of the said *Thomas Bewes*, his Heirs and Assigns, or to such other Person or Persons, and in such other Manner as he or they shall direct or appoint, absolutely, and for ever freed and discharged as herein-before is mentioned; and as to all other the Hereditaments and Premises hereby vested in them the said *Henry Lyne Templer* and *Richard Eales*, their Heirs and Assigns, with their Appurtenances upon Trust, that they the said *Henry Lyne Templer* and *Richard Eales*, and the Survivor of them, and the Heirs and Assigns of such Survivor do and shall, with all convenient Speed, after the passing of this Act, of their or his own proper Authority, absolutely sell and dispose of the said last mentioned Hereditaments and Premises, either altogether or in Parcels, by public Auction or private Contract, to any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for such Price or Prices as to them the said *Henry Lyne Templer* and *Richard Eales*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall seem reasonable, and upon Payment of the Purchase Money or Purchase Monies for the same into the Bank of *England*, as herein-after mentioned, do and shall convey or otherwise assure the Hereditaments and Premises which shall be comprised in the said Sale or Sales, to the Purchaser or Purchasers of the same respectively, and to his or their Heirs or Assigns, or to such other Person or Persons, or in such other Manner as he or they shall direct or appoint, absolutely, and for ever, freed and discharged as herein-before is mentioned.

Purchase Monies to be paid into the Bank.

II. And be it further enacted, That the said *Thomas Bewes*, his Heirs and Assigns, and the Purchaser or Purchasers of the other Hereditaments and Premises hereby made saleable, shall pay his or their Purchase Money or respective Purchase Monies into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchasers of the settled and other Estates of *John Pierson Foote* Esquire, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-second, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second,

Second, Chapter Twenty-fourth, and the Receipt or Receipts of any Cashier of the Bank of *England* for the said Purchase Money or respective Purchase Monies, and the Certificate of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall effectually release and discharge the Person or Persons paying the same for the Money therein mentioned and acknowledged to be received, and from being answerable for the Misapplication, or liable or bound to see to the Application of the same.

Application of Purchase Monies.

III. And be it further enacted, That as soon as conveniently may be, after the said Purchase Monies shall have been so paid into the Bank as aforesaid, the same shall, upon Petition, to be preferred to the High Court of Chancery, in a summary Way, by the said *John Pierson Foote*, during his Life, and after his Death by any of the Persons for the Time being entitled to or interested in the said Purchase Monies, be applied and disposed of as follows, (that is to say); in the first Place, a competent Part thereof shall be applied in paying and discharging the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, and carrying the same into Execution and effectuating such Sales as aforesaid, and in the next Place so much thereof as shall be equal to the Amount of the Monies paid by the said *John Pierson Foote* towards the Purchase of the present Estates and Interests of the said *John Pierson Foote* in the Messuage and other Hereditaments hereby made saleable, shall be paid to the said *John Pierson Foote*, his Executors, Administrators or Assigns, for his or their own Use and Benefit; and in the next Place a further Part of the said Purchase Monies shall be laid out in the Purchase of the Sum of Five hundred and three Pounds Nineteen Shillings and Seven-pence, Three *per Centum* Reduced Bank Annuities, in the Name or Names, and for the absolute Use and Benefit, of the said *John Pierson Foote*, his Executors, Administrators, or Assigns, as a Compensation for the like Sum of Five hundred and three Pounds Nineteen Shillings and Seven-pence, Three *per Centum* Reduced Bank Annuities, with which the Land Tax of the said Messuage and other Hereditaments hereby made saleable was so purchased by him the said *John Pierson Foote*, as herein-before is mentioned and recited; and in the next Place so much of the said Purchase Monies as shall appear to the said Court of Chancery to be the Value of the Copyhold Premises comprized in the said Indenture of Settlement of the Second Day of *December* One thousand seven hundred and eighty-eight, shall be laid out in the Purchase of Hereditaments in Fee Simple in Possession, to be situate in *England* or *Wales*, of a clear indefeasible Estate of Inheritance; and lastly, the Surplus or Residue of the said Purchase Monies shall be laid out in the Purchase of other Lands and Tenements in *England* or *Wales*, in Fee Simple in Possession, and that the several Hereditaments so to be purchased as aforesaid, shall be settled under the Directions of the said Court of Chancery upon the said *John Pierson Foote* for his Life, and after his Decease so and in such Manner as that the said *Mary Foote* may receive out of the said Hereditaments during her Life such an annual Sum as she would for the Time being have been entitled to under the said Indenture of Settlement of the Second Day of *December* One thousand seven hundred and eighty-eight, in case this Act had not been made, and the said Indenture of Settlement had remained in full force and virtue and subject thereto, to the Use of all and every the Children and Child of the said

John Pierſon Foote, by the ſaid *Mary*, his Wife, for ſuch Eſtates and Intereſts, in ſuch Shares and Proportions, and with ſuch Proviſions for their reſpective Maintenance, Education, and Advancement in the World, and with ſuch Reſtrictions, and in ſuch Manner as the ſaid *John Pierſon Foote* ſhall, by Deed or Will appoint, and in Default of and until ſuch App intment, and ſo far as any ſuch if incomplete ſhall not extend, then to the Uſes and in Manner following (that is to ſay), as to ſo much of the ſaid Hereditaments as ſhall be purchaſed with ſo much of the ſaid Monies as ſhall appear to the ſaid Court of Chancery to be the Value of the ſaid Copyhold Premiſes, to ſuch Uſes and in ſuch Manner (ſave and except the Uſes for the Benefit of the ſaid *John Pierſon Foote*, during his Life, and for the Benefit of the ſaid *Mary* his Wife, in caſe ſhe ſhould ſurvive him, and the Power limited or reſerved to the ſaid *John Pierſon Foote*, of appointing amongſt the Children of the ſaid *John Pierſon Foote*, by the ſaid *Mary*, his Wife), as are, in and by the ſaid Indenture of Settlement, of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, expreſſed and declared of and concerning the ſaid Copyhold Premiſes therein compriſed, or as near thereto as the Deaths of Parties, and the Difference in the Nature and Quality of the Premiſes, and other Circumſtances will admit of; and as to ſo much of the ſaid Hereditaments as ſhall be purchaſed with the Surplus or Reſidue of the ſaid Purchaſe Monies to ſuch Uſes and in ſuch Manner (ſave and except the Uſes for the Benefit of the ſaid *John Pierſon Foote* during his Life, and for the Benefit of the ſaid *Mary* his Wife, in caſe ſhe ſhould ſurvive him, and the Power limited or reſerved to the ſaid *John Pierſon Foote* of appointing amongſt the Children of the ſaid *John Pierſon Foote*, by the ſaid *Mary* his Wife) as are in and by the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, expreſſed and declared of and concerning the ſaid Leaſehold Premiſes therein compriſed, or as near thereto as the Deaths of Parties, and the Difference in the Nature and Quality of the Premiſes, and other Circumſtances will admit of; and in the Settlement ſo to be made as aforeſaid ſhall be inſerted ſuch other Clauſes and Proviſions, for the better and more effectually explaining and giving Effect to the Uſes, Truſts, Intents, and Purpoſes, upon and to which the ſaid Lands and Hereditaments are ſo to be ſettled as aforeſaid, but not inconſiſtent with or repugnant to the ſaid Truſts, Intents, and Purpoſes, as the ſaid Court of Chancery ſhall order or direct.

The Lands and the Rents, &c. thereof, until Conveyance, to be enjoyed as if this Act had not been made.

IV. And it is hereby further enacted and declared, That in the Meantime, and until the ſaid Meſſuage and other Hereditaments hereby made ſaleable ſhall, in purſuance of this Act, be conveyed and aſſured to the Purchaſer or reſpective Purchaſers thereof, or to his or their reſpective Heirs or Aſſigns, or as he or they ſhall appoint, they the ſaid *Henry Lyne Templer* and *Richard Eales*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall permit and ſuffer the ſame Meſſuage and other Hereditaments, or ſuch Part thereof, as ſhall from Time to Time remain to be ſold, to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken, by and for the Benefit of ſuch Perſon or Perſons as would reſpectively be entitled to, and ought to hold and enjoy, and receive the ſame, or any Part thereof, in caſe this Act had not been made.

V. And

Until the Investments Purchase Monies to be laid out in Navy Bills, &c.

V. And be it further enacted, That in the mean Time and until all the said Purchase Monies shall be applied and disposed of, pursuant to the Directions herein-before contained, the same, or so much of the same as shall from Time to Time remain unapplied and undisposed of, shall from Time to Time be laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling Bills, or Exchequer Bills, and the Interest arising from the Monies so laid out in the said Navy or Victualling Bills, or Exchequer Bills, and the Money received for the same, as they respectively are paid off by Government, shall be laid out in the Purchase of other Navy, Victualling, or Exchequer Bills, and all the said Navy, Victualling, 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, under the Direction of the said Court of Chancery, be ordered by the said Court of Chancery to be sold, by the said Accountant General, for effectuating the Purposes aforesaid; and if the Money arising by the Sale of the said Navy, Victualling, and Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then, and in such Case only, the Surplus which shall remain, after discharging the Expences of the Application to the Court for the Payment thereof, shall be paid to such Person or Persons respectively, as would have been entitled to the Rents and Profits of the Lands hereby directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons respectively.

In case of the Death of J. P. Foote before the Purchase Monies shall have been laid out in Land, how Money shall be laid out.

VI. And be it further enacted, That if the said *John Pierson Foote* shall depart this Life after the said Estates shall have been sold, and before the Purchase Monies to be laid out in the Purchase of Hereditaments as herein-before is mentioned shall be so laid out, then and in such Case, but not otherwise, upon Petition to be preferred to the said Court of Chancery in a summary Way by the said *George Herbert*, his Executors or Administrators, and by the Guardian or Guardians for the Time being of such of the Children of the said *John Pierson Foote*, by the said *Mary*, his Wife, as shall be under the Age of Twenty-one Years, and by such One or more of the Children of the said *John Pierson Foote* by the said *Mary*, his Wife, as shall have attained the Age of Twenty-one Years, the Navy, Victualling, or Exchequer Bills, in which such Purchase Monies and the Accumulations thereof (if any) shall be invested, shall, under the Direction of the said Court of Chancery, in case the said Court shall think fit, be sold, and the Money arising from the same laid out in the Name of the Accountant General, in the Three *per Centum* Consolidated Bank Annuities, or in the Three *per Centum* Reduced Bank Annuities, and there kept invested till the same, together with such Accumulations (if any) as shall have been made as hereinafter is mentioned, shall under the Direction of the said Court of Chancery be ordered by the said Court to be sold by the said Accountant General, for making the Purchases aforesaid, and so much of the Interest and Dividends of the Stock which shall be so purchased shall, under the Direction of the said Court of Chancery, be paid from Time to Time to the said *Mary Foote*, as would be equal to the annual Sum to which she would have been for the Time being entitled, under the said Indenture of Settlement of the Second Day of *December* One thousand

ſeven hundred and eighty-eight, if this Act had not been made; and ſuch further Part of ſuch Intereſt and Dividends ſhall, under the Direction of the ſaid Court, be from Time to Time applied in or towards the Maintenance, Education, and Support of the Children of the ſaid *John Pierſon Foote* by the ſaid *Mary* his Wife, as they would reſpectively have been entitled to under the ſaid Indenture of Settlement, and the Surplus or Reſidue of the ſaid Intereſt and Dividends ſhall be accumulated in the like Stocks, and ſhall together with ſuch original Stocks, be laid out as ſoon as conveniently may be, in ſuch Purchaſe or Purchaſes of Lands and Tenements in Fee Simple in Poſſeſſion as aforeſaid, and until ſuch Purchaſe or Purchaſes ſhall be made, ſuch Stocks, Funds, and Securities, and Accumulations reſpectively ſhall be ſubject to the Truſts, Intents, and Purpoſes to which the Lands and Tenements to be purchaſed therewith would then be ſubject and liable if ſuch Lands and Tenements were then purchaſed and ſettled.

Court of Chancery to make an Order for taxing Coſts, etc.

VII. And be it further enacted, That it ſhall be lawful for the ſaid Court of Chancery to make an Order for taxing and ſettling the Coſts, Charges, and Expences herein-before directed to be paid, and for taxing and ſettling the Coſts of the ſeveral Applications to be made to the ſaid Court; and alſo to make ſuch other Orders as ſhall be neceſſary, or which the ſaid Court ſhall think proper or expedient, for carrying the Purpoſes of this Act into Effect, or any of them.

Saving Clauſe.

VIII. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſons and Perſon, Bodies Politic and Corporate, his, her, and their reſpective Heirs, Executors, and Adminiſtrators (other than and except the ſaid *John Pierſon Foote* and *Mary*, his Wife, and the Sons of the ſaid *John Pierſon Foote*, by the ſaid *Mary*, his Wife, now born or hereafter to be born, and the Heirs Male of the reſpective Bodies of ſuch Sons, and the Daughters of the ſaid *John Pierſon Foote* by the ſaid *Mary*, his Wife, now born or hereafter to be born, and the Heirs Male of the reſpective Bodies of ſuch Daughters, and the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *John Pierſon Foote*, and the ſaid *George Herbert*, as ſurviving Truſtee of the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eight, his Heirs, Executors, Adminiſtrators, and Aſſigns, and all and every other Perſons and Perſon having or claiming, or who ſhall or may hereafter have or claim any Eſtate, Right, Title, or Intereſt, in, to, or out of the ſaid Meſſuage and other Hereditaments hereby made ſaleable and veſted in the ſaid *Henry Lyne Templer* and *Richard Eales*, their Heirs and Aſſigns as aforeſaid, or any of them, or any Part or Parcel of the ſame, under the ſaid Indenture of Settlement of the Second Day of *December* One thouſand ſeven hundred and eighty-eght), all the Eſtate, Right, Title, Intereſt, Poſſibility, Property, Claim, or Demand whatſoever, which they or any of them had held or enjoyed before the paſſing of this Act, or could or might have had, held, or enjoyed in, to, from, or out of, or upon the ſame Meſſuage and other Hereditaments, in caſe this Act had not been made.

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

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The First SCHEDULE referred to in the said Act.

The Lands and Premises following are situated in the Parish of Calstock, in the County of Cornwall, and until the Year 1799, were Copyhold of Inheritance; at that Period the same were enfranchised by Authority of the Land Tax Redemption Act, and the Fee vested in John Pierson Foote Esquire, one of the Petitioners.

Parcels.	Quantities. A.	R.	P.	State of Cultivation.
Okletor Wharf, Warehouses, &c. - -	1	0	6	
Hale Park - - -	6	3	38	Pasture.
Seven Journey Marsh - -	6	2	7	Do.
Grove Park - - -	5	3	22	Arable.
Church Park - -	8	3	18	Do.
Down Close - -	10	1	0	Do.
Furlong - - -	7	3	0	Do.
Boat-house Marsh - -	1	2	6	Pasture.
Garden Marsh - -	1	1	38	Do.
Marsh - - -	2	0	11	Do.
Do. - - -	3	1	24	Do.
Do. - - -	3	1	24	Do.
Hay Marsh - - -	1	2	16	Do.
Marsh - - -	1	3	38	Do.
Do. - - -	3	0	28	Do.
Do. - - -	3	3	4	Do.
Do. - - -	2	3	4	Do.
Do. - - -	3	3	1	Do.
Do. - - -	1	1	30	Do.
Do. - - -	2	1	30	Do.
Do. - - -	3	1	1	Do.
	81	1	26	

The estimated clear yearly Value of the Lands and Premises above described is Three hundred and fourteen Pounds, including therein the Land Tax and Common of Pasture appurtenant.

	£.	*s.*	*d.*
Value (including Timber), 100*l.* -	7600	0	0

JAMES DEAN, Surveyor.

The Second SCHEDULE referred to in the said Act.

The Lands and Premises after mentioned were, previous to the Year 1799, held by Lease for Years determinable upon the Deaths of John Pierson Foote, Nicholas Mill, and William Barlow, aged respectively (in 1799) 31, 29, and 31 Years, at a conventionary Rent of 8l. 10s. yearly, and an Heriot of 3l. upon the Death of each Person.

Parcels.	Quantities. A. R. P.	State of Cultivation.
Manſion Houſe and Offices Lawn and Plantation Stable Yard Farm Yard Rick Yard Seminary Walled Gardens Pond and Drying Ground	6 1 22	
New Cherry Garden	3 0 11	Prime.
Orchard, Cottage, Quay, &c.	5 1 12	Do.
Plantation and Orchard	6 0 8	Young.
Paddock and Plantation	56 0 0	Paſture, &c.
Apple and Cherry Orchard	5 0 0	Prime.
Coppice	19 2 6	Young.
Timber Hill	23 1 22	Do. & Timber
Willow Beds	1 0 0	Prime.
Limeſtone Quays	0 0 5	
Manure Quay	0 1 12	
Elford's Orchard	1 2 16	Prime.
Shrubbery	0 3 14	Young.
Gawden Park	2 2 4	Paſture.
Cherry Garden	1 3 6	Prime.
Orchard	1 1 8	Prime.
Horſe Park	3 2 20	Paſture.
Home Road Field	2 2 37	Arable.
Yonder do.	2 2 0	Do.
Eaſt Park	1 3 3	Paſture.
New Quay Marſh	1 3 18	Do.
Rock Park	3 2 28	Do.
Marſh	4 0 10	Do.
Greenſcoombe, Caſtle, & Marden Coombe Coppices *	82 2 30	Coppice.
Ravenſcliff Coppice *	10 1 0	Do.
	247 1 17	

* Theſe are the Leaſehold Premiſes referred to in the Act, not yet contracted to be ſold.

The eſtimated clear yearly Value of the above deſcribed Lands and Premiſes is Six hundred and thirty-five Pounds, including therein the Land Tax (redeemed) and Common of Paſture appurtenant.

Value (including Timber, 1350l.) - - 16,806 0 0

JAMES DEAN, Surveyor.

The Third SCHEDULE referred to in the said Act.

The Lands and Premises after mentioned are not under Settlement, having been purchased by John Pierson Foote since the Settlement of the other Lands was made.

Parcels.	Quantities. A.	R.	P.	State of Cultivation.
Lodge and Plantations by the Road	1	3	20	
Five Cottages	0	2	0	
Seven Acre Close	7	3	16	Pasture.
Cottage and Garden	0	1	0	Very good.
West Park	5	3	19	Leys.
Little Church Park	2	2	6	Do.
	18	3	21	

The estimated clear yearly Value of the Lands, &c. described in the Third Schedule is Seventy Pounds, including therein the Land Tax (redeemed) and Common of Pasture.

The total Value of the said Lands and Premises in Fee	1744 0 0	
Timber	50 0 0	
Total estimated Value in Fee,		1794 0 0

JAMES DEAN, Surveyor.

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