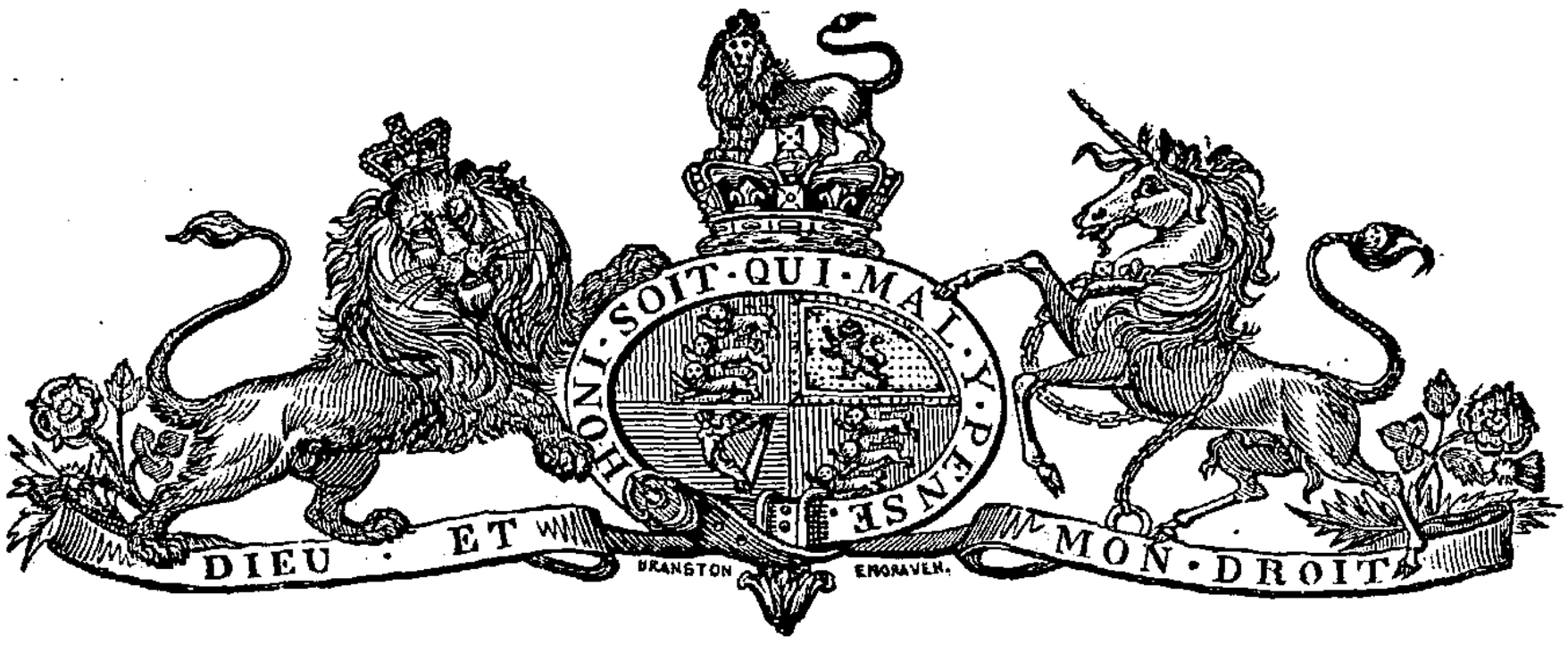


ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

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and the Legacies given by that his Will, or by any Codicil or Codicils thereto, and to invest the Residue in the Purchase of Freehold, Leasehold, or Copyhold Estates, and to settle the same Estates to the same Uses as were therein-after expressed concerning the Manors and other Hereditaments therein-after devised in strict Settlement; and the said Testator thereby gave and devised all and singular the Messuages or Tenements, Farms, Lands, Tithes, and other Hereditaments situate, lying, and being in *South Bovey*, *Marldon*, *Henock*, *Chudleigh*, *Dawlish*, *Highwick*, and *Abbrook*, in the Parish of *Kingsteignton*, in the said County of *Devon*, (but no other Estates in the said Parish of *Kingsteignton* of or to which the said Testator, or any Person or Persons in Trust for him, was or were seised or entitled for any Estate of Freehold and Inheritance, or of Freehold only, or which he was by virtue of any Power or Powers authorized to appoint or dispose of by that his Will,) with their Appurtenances, unto and to the Use of the said *John Beaumont Swete* and *John Alexander Parlby*, and their Heirs, upon Trust that they the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Heirs or Assigns of such Survivor, should sell the same in manner therein mentioned, and should out of the Monies arising by such Sales discharge all the Mortgage Debts and other gross Sums of Money charged upon the Hereditaments so sold, and should stand possessed of the Residue of such Monies upon the Trusts therein-before declared concerning the Residue of the said Testator's Personal Estate; and the said Testator gave and devised all and singular other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Farms, Lands, Tithes, and other Hereditaments whatsoever, of or to which he, or any Person or Persons in Trust for him, was or were seised or entitled, for any Estate of Freehold and Inheritance, or of Freehold only, or which were of a Customary or Copyhold Tenure, or which being Estates of Inheritance or of Freehold only, or of a Copyhold or Customary Tenure, the said Testator was by virtue of any Power or Powers authorized to appoint or dispose of by that his Will, with their Rights, Members, and Appurtenances, (except such Hereditaments as were vested in him upon any Trusts whatsoever, or by way of Mortgage,) to the Use of the said *John Beaumont Swete* and *John Alexander Parlby*, their Executors, Administrators, and Assigns, for and during the Term of Twenty Years, to be computed from the Time of the said Testator's Decease, upon Trust, out of the Rents, Issues, and Profits of the said Manors and other Hereditaments comprised in the said Term, after paying and discharging all Taxes and other Outgoings payable in respect of the same Hereditaments, to apply the same in discharge of the Interest of the Mortgage Debts or other gross Sums of Money which at the Time of his Decease should be charged upon or payable out of the said Manors and other Hereditaments; and upon Trust to accumulate in manner therein mentioned the Surplus of such Rents and Profits until the same should form a Fund equal in Amount to the same Mortgage Debts, and other gross Sums of Money, and at the End of the said Period of Accumulation to convert the accumulated Fund into Money, and stand possessed of the same upon the Trusts therein-before expressed concerning his residuary Personal Estate; and the

said Testator by his said Will declared, that when the Trusts of the said Term of Twenty Years were satisfied, and the Trustees or Trustee thereof were reimbursed all Costs and Expences incurred in the Performance of the same, the same Term should cease and determine; and from and after the Expiration or sooner Determination of the said Term of Twenty Years, and in the meantime subject thereto and to the Trusts thereof, the said Testator gave and devised all and singular his said Manors or Lordships, Messuages or Tenements, Farms, Lands, and other Hereditaments, with their Rights, Members, and Appurtenances, to the Use of *James George John Templer*, Son of his Nephew the Reverend *James Acland Templer*, Vicar of *Peddleton* in the County of *Dorset*, and the Assigns of the same *James George John Templer*, for his Life, but without Power to commit Waste, except in cutting down Timber and Trees necessary for Repairs; and after the Decease of the said *James George John Templer* to the Use of his Sons successively according to their respective Seniorities in Tail Male; and in default of such Issue to the Use of *John Sunter Templer* (Son of the said Testator's Nephew the Reverend *John Templer* of *Chudleigh* in the said County of *Devon*, Clerk), and the Assigns of the said *John Sunter Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *John Sunter Templer* to the Use of his Sons successively according to their respective Seniorities in Tail Male; and in default of such Issue to the Use of *Charles James Templer*, another Son of the said *John Templer* the Nephew, and the Assigns of the said *Charles James Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *Charles James Templer* to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *Reginald William Templer* (another Son of the said *John Templer* the Nephew), and the Assigns of the said *Reginald William Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *Reginald William Templer*, to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for want of such Issue to the Use of the Sons thereafter to be born of the said *John Templer* the Nephew successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *George Templer*, eldest Son of the said Testator's late Brother *James Templer*, and the Assigns of the said *George Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after his Decease to the Use of the Sons of the said *George Templer* severally and successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *Francis Templer*, another Son of the said Testator's late Brother *James Templer*, and the Assigns of the said *Francis Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *Francis Templer* to the Use of *Francis Templer* the younger (Son of the said first-named *Francis Templer*), and the Assigns of the said *Francis Templer* the younger, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *Francis Templer* the younger to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male; and for default

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of such Issue to the Use of the other Sons of the said *Francis Templer* the elder successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of the Reverend *George Henry Templer* Clerk, and the Assigns of the said *George Henry Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *George Henry Templer*, to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *John Line Templer* and his Assigns, for his Life, but without Power to commit Waste (except as aforesaid); and after his Decease to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *Henry Templer*, then in the Service of the *East India* Company, (Second Son of his the said Testator's late Brother *Henry Line Templer*,) and the Assigns of the said *Henry Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *Henry Templer* to the Use of every Son of the said *Henry Templer* then living, and his respective Issue Male, in the Order and for the Estates therein-after mentioned; that is to say, to the Use of every such Son in the Order of his Birth during his respective Life, but without Power to commit Waste (except as aforesaid); and after his respective Decease to the Use of his Sons successively according to their respective Seniorities in Tail Male, so that the elder of every Son of the said *Henry Templer* then living, and his First and other Sons, and the Heirs Male of the Body and respective Bodies of such last-mentioned First and other Sons, might always take in the Order and for the Estates aforesaid, and be entitled to and take before the Second and every other younger Son of the said *Henry Templer* then living, and the First and other Sons of such Second and every other younger Son, and the Heirs Male of his and their Body and respective Bodies; and for default of such Issue to the Use of the Sons of the said *Henry Templer* thereafter to be born, successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *George Templer* (the Third Son of his the said Testator's late Brother *Henry Line Templer*), and the Assigns of the same *George Templer*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the same *George Templer* to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of the said Testator's Nephew Sir *William Templer Pole* and his Assigns for his Life, but without Power to commit Waste (except as aforesaid); and after his Decease to the Use of *John George Pole*, in the said Will by Mistake called *John Pole*, (the eldest Son of the said Sir *William Templer Pole*,) and the Assigns of the said *John George Pole*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said *John George Pole* to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *William Edmund Pole*, in the said Will by Mistake called *William Pole*, the Second Son of the said Sir *Willam Templer Pole*, and the Assings of the said *William Edmund Pole*, for his Life, but without Power to commit Waste (except as aforesaid); and after the Decease of the said

said *William Edmund Pole* to the Use of his Sons successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of *Reginald Frederick Pole*, in the said Will by Mistake called *Reginald Pole*, (the Third and only other Son then living of the said Sir *William Templer Pole*,) and the Assigns of the said *Reginald Frederick Pole*, for his Life, but without Power to commit Waste (except as aforesaid); and after his Decease to the Use of the Sons of the said *Reginald Frederick Pole* successively according to their respective Seniorities in Tail Male; and in default of such Issue to the Use of the Sons of the said Sir *William Templer Pole* thereafter to be born, successively according to their respective Seniorities in Tail Male; and for default of such Issue to the Use of the said Testator's own Right Heirs; and the said Testator did thereby provide and declare, that if any Person whom he had thereby made Tenant in Tail Male by Purchase of his said Estates was then living, or should be born in his Lifetime or in due Time after his Decease, the Estate in Tail Male thereby devised to that Person should cease, and in lieu thereof the said Testator devised the Hereditaments comprised in such Estate in Tail Male, with their Appurtenances, to the Person respectively whose Estate in Tail Male should so determine, for the Term of his natural Life, but without Power to commit Waste (except as aforesaid); and after his Decease to his Sons successively according to their respective Seniorities in Tail Male; and to preserve the contingent Remainders therein-before devised from being destroyed the said Testator devised the Manors and other Hereditaments therein-before devised to any Person, during the Term of his natural Life, with their Rights, Members, and Appurtenances, after the Determination of that Estate by Forfeiture or otherwise in his respective Lifetime, unto and to the Use of the said *John Beaumont Swete* and *John Alexander Parlby*, and their Heirs, during the Life of the Tenant for Life whose Estate should so determine, in Trust for him, and by the usual Ways and Means to preserve the contingent Remainders expectant or depending thereon; and the said Testator thereby directed, that the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, during the Minority of any actual Tenant for Life by virtue of the said Testator's Will of the Manors and other Hereditaments therein-before devised, but subject to the Trust for Accumulation therein-before mentioned, accumulate the Rents, Issues, and Profits of the said Estates, and at the End of such Period of the last-named Accumulation, or sooner, if they should think proper, invest the same accumulated Fund in the Purchase of Freehold Hereditaments in *England*, and settle the same to the Uses to which he had therein-before devised the said Manors and other Hereditaments; and the said Testator declared, that it should be lawful for his Trustees or Trustee for the Time being to fell and sell any Timber and Wood, except ornamental Timber, which should be of full Growth and proper to be cut down, and apply the Money arising from such Sale in discharge of the Sums of Money then charged upon or affecting his said Estates in aid of the Fund therein-before mentioned; and if no Sum of Money should then be a Charge upon or affecting his said Estates, then the Money arising from such Sale, or the unapplied Part of the same,

same, should be applied in the Manner in which he should thereafter direct the Money to be applied which should arise from the Sales to be made in exercise of the Power of Sale therein-after contained; but the said Testator did thereby declare, that if the Amount of the Money so to be raised by the Sale of Timber should (if the same should be raised during the said Period of Accumulation) be deducted from the Amount thenceforth to be accumulated; and in the said Will is contained a Proviso empowering every Person who by virtue of the same Will should be actual Tenant for Life or in Tail Male of the Manors and other Hereditaments thereby devised, notwithstanding the Trust of Accumulation therein-before mentioned, if of full Age, and for the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any such Tenant for Life or in Tail Male, to lease all or any of the said Manors and other Hereditaments for the Term and in the Manner therein mentioned; and the said Testator by his said Will declared, that it should be lawful for the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Executors and Administrators of such Survivor, at the Request in Writing of any Person who should be actual Tenant for Life or in Tail Male under that his Will, to dispose of, either by way of absolute Sale or in Exchange for other Hereditaments situate in *England*, any Part or Parts of the Manors and other Hereditaments devised as therein-before is mentioned; and for the Purpose of effecting such Sales or Exchange by any Deed, sealed and delivered by them or him, and attested by Two or more credible Witnesses, to revoke the Uses or Trusts thereby created, or which should be created by any Codicil to that his Will, and to appoint such other Uses or Trusts as it might be thought necessary or expedient to appoint, in order to effectuate any such Sale or Exchange, and to give, charge, or receive upon any such Exchange any Sum of Money by way of Equality of Exchange; and that the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Executors and Administrators of such Survivor, should lay out the Money arising from any such Sale, or so to be paid for Equality of Exchange, in the Purchase of Freehold, Leasehold, or Copyhold Estates situate in *England*, to be approved of by some Writing under the Hand of the Person who would be Tenant for Life or in Tail Male thereof if the same were then actually purchased and settled, if such Person should have attained his Age of Twenty-one Years, but if such Person should be under the Age of Twenty-one Years, then every such Purchase should be made at the Discretion of the said *John Beaumont Swete* and *John Alexander Parlby*, or the Survivor of them, or the Executors or Administrators of such Survivor; and that the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should settle the Estates so to be purchased or received by way of Exchange to the Uses and upon the Trusts therein-before expressed of the Hereditaments which should be so sold or given in Exchange, or as near thereto as the Nature and Quality of the said Estates and other intervening Circumstances would admit of, yet so that if any of the Lands to be purchased as aforesaid should be held by a Lease

for Years, the same, as to the Effect or Purpose of Transmission, should not vest absolutely in the Son of any Person thereby made Tenant for Life who should not attain the Age of Twenty-one Years, but every such Son should, during his Minority and such Suspence of absolute vesting as aforesaid, be entitled to the Rents, Issues, and Profits of such Leasehold Estates for his own Benefit; and the said Testator declared, that until a proper Purchase should be found upon which the Money arising from the said Sales or Exchanges should be invested, the said *John Beaumont Swete* and *John Alexander Parlby*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should invest the Money arising from such Sale, or to be paid for Equality of Exchange as aforesaid, in their or his Names or Name in Government or Real Securities in *England*, and alter and vary the same as they or he should think proper, and pay the Interest, Dividends, and annual Produce of the said Sums of Money, Stocks, Funds, and Securities to the Person who would be entitled to the Rents, Issues, and Profits of the Estates so to be purchased as aforesaid, if the same were then actually purchased and settled; and the said Testator thereby gave and bequeathed to his Sister *Ann* Lady *Pole* an annual Sum of Four hundred Pounds, to be paid to her and her Assigns during her natural Life in manner therein mentioned; and the said Testator declared his Will to be, that any Legacies given by that his Will, or which he might thereafter bequeath by any Codicil or Codicils to the same, should (unless he should direct the contrary) be paid and payable immediately after his Decease, and that any Annuities bequeathed by him should commence from the Time of his Decease, and be paid by equal quarterly Payments, and he charged the Annuity thereby given by him to his said Sister, and the Annuities, if any, thereafter given by him, on the Estates thereby devised by him in strict Settlement, and that the same should overreach and precede the said Term of Twenty Years therein-before bequeathed by him for the Purpose of Accumulation, and that the Annuitants should have the same Powers of distraining for the same and the Arrears thereof as Landlords have for Arrears of Rent reserved in common Demises or Leases; and the said Testator thereby declared, that if the Residue of his Personal Estate, and the Money arising from the Sale of his Real Estate, should not be sufficient to pay all his Debts and the Mortgages and gross Sums of Money affecting his Estates at the Time of his Decease, and the pecuniary Legacies given by him, the Deficiency should be raised from the Estates thereby devised in strict Settlement; and the said Testator directed his Trustees or Trustee for the Time being to raise the same by a Mortgage for a Term or Terms of Years of his said Estates, but that the Accumulations under the Trusts of the aforesaid Term of Twenty Years should be protracted until a Fund should be raised sufficient for the Discharge of the same, and the Fund so accumulated should be applied in discharge thereof accordingly, so as wholly to exonerate the Estate devised in strict Settlement from the Payment of the same; and in the said Will is contained the usual Clause declaring that the Receipt or Receipts of the said Testator's Trustees or Trustee for the Time being for any Sum or Sums of Money payable to or received by them or him under the Trusts thereby reposed in them

or

or him should be good and sufficient Discharges for the Sum or Sums in such Receipt or Receipts expressed to be received; and the said Testator appointed the said *John Beaumont Swete* and *John Alexander Parlby* Executors of his said Will; and the said Testator thereby provided, that if the said *John Beaumont Swete* and *John Alexander Parlby*, or any Trustee to be appointed in their or any of their Stead, as therein-after is mentioned, or their respective Heirs, Executors, or Administrators, should depart this Life, or decline or become incapable to act in the Trusts thereby created, or should be desirous of having any Person appointed a Trustee to act in conjunction with them, then, and so often it should be lawful for the Person for the Time being entitled to the actual Freehold of the Estates thereby devised in strict Settlement, if such Person should be of full Age, and for his Guardian or Guardians during his Minority, by any Deed or Deeds sealed and delivered by him or them respectively in the Presence of and attested by Two or more credible Witnesses, to appoint a Trustee in the Room of the Trustee so dying, or declining or becoming incapable to act as aforesaid, or to act in conjunction, as therein-before is mentioned, and that upon the Appointment of every such new Trustee the Trust Property should be vested in the Trustee so to be appointed jointly with the surviving or continuing Trustee or Trustees, or solely, as Occasion should require, and that every such new Trustee should have the same Powers and Authorities as if he had been appointed a Trustee by the said Testator's Will: And whereas the said Testator made a Codicil in Writing to his said Will, which Codicil was signed by him, and was attested by Three Witnesses, but was not dated, and by the said Codicil the said Testator gave certain Hereditaments in *East Teignmouth* and at *Coleman's Ford* in the Parish of *Islington* to certain Persons for certain partial Interests therein mentioned; and the said Testator thereby also gave certain specific and pecuniary Legacies therein mentioned (and which pecuniary Legacies have all been paid except Four Legacies of Five Pounds each, the respective Legatees of which are resident abroad,) or have failed of taking effect; and the said Testator thereby gave, at the Decease of their Mother *Mary Templer*, One Annuity or Rent-charge of Fifty Pounds, payable out of his Estates in the Parishes of *Bishopsteignton* and *Ideford*, for the joint or separate Lives, as might be, of his Two Nieces *Louisa Templer* and *Ellen Templer*, to be divided between them, Share and Share alike; and the said Testator thereby declared, that when the First of his said Nieces *Louisa* and *Ellen* should marry, the Portion of the said Annuity belonging to her should wholly cease, and that the said Portion which she was accustomed to receive should from the Day of her Marriage be paid to the unmarried Sister, and that if they both should marry the said Annuity should cease and be discontinued; and to the said *George Templer*, Son of the said *James Templer*, the said Testator thereby gave One Annuity or Rent-charge of Two hundred Pounds, to be paid out of his said Estates in the Parishes of *Bishopsteignton* and *Ideford* in manner therein mentioned; and he thereby gave to the said *John Templer* his Nephew One Annuity or Rent-charge of Fifty Pounds to be paid out of his Estates in the Parishes of *Bishopsteignton* and *Ideford* in manner therein mentioned; and he thereby gave to the said *John*

Line Templer One Annuity or Rent-charge of Fifty Pounds, to commence after the Death of the said Testator's said Sister Lady *Pole*, to be paid also out of the Rents of his said Estates in the said Parishes of *Bishopsteignton* and *Ideford*: And whereas the said *John Templer* the Testator died on or about the Fifth Day of *February* One thousand eight hundred and thirty-two without having revoked or altered his said Will, except so far as the same was revoked or altered by the said Codicil thereto, and without having revoked or altered the said Codicil: And whereas after the Decease of the said *John Templer* the said *John Beaumont Swete* and *John Alexander Parlby* declined to act in the Execution of the Trusts of the said Will and Codicil, and duly renounced Probate of the same, and Letters of Administration of the Estate and Effects of the said Testator, with the said Will and Codicil annexed to the same Letters, were granted to the said *James Acland Templer* by the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-first Day of *April* One thousand eight hundred and thirty-two: And whereas on the Twenty-ninth Day of *March* One thousand eight hundred and thirty-two the said *James George John Templer*, *John Sunter Templer*, *Charles James Templer* and *Reginald William Templer* respectively, Infants, by the said *John Templer* the Nephew as their next Friend, exhibited their original Bill of Complaint in the High Court of Chancery against the said *John Beaumont Swete*, *John Alexander Parlby*, *James Acland Templer George Templer* (the Son of the said *James Templer*), *Francis Templer* the younger, *George Henry Templer*, *John Line Templer*, Sir *William Templer Pole*, *John Pole*, *William Pole*, *Reginald Pole*, and the said *Francis Templer* the elder, *Henry Templer* and *George Templer* (Sons of the said *John Line Templer*), when respectively within the Jurisdiction of that Honourable Court, and thereby stating, among other Things, the said Will and Codicil of the said Testator and the Matters aforesaid, which Codicil was in the same Bill set forth as Two Codicils, it was prayed that the said Will might be established, and the Trust thereof performed and carried into execution, under the Direction of the said High Court of Chancery, and that an Account might be taken of the Personal Estate and of the Rents and Profits of the said Real Estates of the said Testator, and that the same might be applied according to the Directions of his said Will, and that some proper Persons might be appointed Trustees under the said Will in the Place of the said *John Beaumont Swete* and *John Alexander Parlby*, and that, if necessary, a Receiver might be appointed of the Rents and Profits of the said Real Estates: And whereas the several Defendants to the said Bill of Complaint, except those out of the Jurisdiction of the said High Court of Chancery, severally appeared and put in their Answers to the said Bill: And whereas the said *John Beaumont Swete* and *John Alexander Parlby* by their Answers duly disclaimed the Trusts of the said Will: And whereas the said *James Acland Templer* by his Answer claimed his Right as natural Guardian of his said Son the said *James George John Templer*, (the First Tenant for Life under the Limitations in strict Settlement contained in the said Will of the said *John Templer*,) to nominate and appoint Two new Trustees in the Room of the said *John Beaumont Swete* and *John Alexander Parlby*, and the said *James Acland Templer* by his said Answer nominated

Bill filed in the Court of Chancery 29th March 1832, and Proceedings thereupon.

nominated *Arthur Chichester* Esquire and *Henry Bull Strangways* of *Shapwick* in the County of *Somerset*, Esquire, to be such new Trustees of the said Testator's Will: And whereas the said Cause came on to be heard on the Tenth Day of *May* One thousand eight hundred and thirty-three before the Right Honourable the then Master of the Rolls; and on that Day it was, amongst other Things, ordered that it be referred to Mr. *Brougham*, the Master of the said Court to whom the Cause was referred, to inquire and state to the Court whether the Codicils set forth in the said Plaintiffs said Bill as being the First and Second Codicils to the said Will of the said *John Templer* the Testator, (and which Two Codicils are the Codicil herein-before recited,) were Two separate Instruments, or whether the same were in point of fact but One Codicil, and whether the same were or was executed and attested so as to pass Real Estates, and whether the same were or was executed after the Date of the said Will of the said Testator, and when the same was or were executed: And whereas the said Mr. *Brougham* duly made his Report on the Fourth Day of *July* One thousand eight hundred and thirty-three, and thereby certified that he was of opinion and he therefore found that the Codicils to the Will of the said Testator *John Templer*, a Fac-simile Copy whereof he had set forth by way of Schedule to that his Report, (and which was admitted by the Solicitors before the said Master as being Two Codicils,) were in point of fact and form but One Codicil; and that he found, from the Depositions of the Witnesses to the said Codicil, that such Codicil was executed and attested so as to pass Real Estates, and that the same was executed after the Date of the said Will, to wit, on the Eighth Day of *December* One thousand eight hundred and thirty-one: And whereas the Report of the said Master was duly confirmed by an Order of the said Court of Chancery dated the Twelfth Day of *July* One thousand eight hundred and thirty-three: And whereas the said Cause came on to be heard on further Directions before his Honour the Master of the Rolls on the Nineteenth Day of *July* One thousand eight hundred and thirty-three, and his Honour ordered that the said Will of the said *John Templer* the Testator, and the said Two Codicils thereto (which were to be considered as One), ought to be established, and the Trusts thereof performed and carried into execution, and the same was decreed accordingly, and the usual Accounts were thereby directed to be taken; and it was referred to the said Master to inquire and certify whether the said *Arthur Chichester* and *Henry Bull Strangways* were fit and proper Persons to be appointed new Trustees: And whereas after the Date of the said last-mentioned Order the said *Arthur Chichester* declined to act in the Execution of the Trusts of the said Testator's Will and Codicil, and by an Order of the said High Court of Chancery made in the said Cause, and dated the Twenty-third Day of *May* One thousand eight hundred and thirty-seven, it was referred to the said Master to inquire whether the Reverend *Christopher Wolston* of *Tornetown House* in the said County of *Devon*, Clerk, and the said *Henry Bull Strangways*, were fit and proper Persons to be appointed Trustees under the said Will and Codicil of the said Testator: And whereas the said Master made his separate Report, dated the Twenty-first Day of *December* One thousand eight hundred and thirty-eight, and thereby certified that he was of opinion and therefore found that the said *Christopher*

Christopher Wolston and *Henry Bull Strangways* were fit and proper Persons to be appointed Trustees under the said Will of the said Testator *John Templer*, in the Room of the said *John Beaumont Swete* and *John Alexander Parlby*: And whereas by another Order of the said High Court of Chancery made in the said Cause, and dated on the First Day of *March* One thousand eight hundred and thirty-nine, the said Master's last-mentioned separate Report was duly confirmed; and it was ordered that the said *Christopher Wolston* and *Henry Bull Strangways*, in the said Report mentioned, should be appointed Trustees under the Will and Codicil of the said *John Templer* the Testator, in the Room of the said *John Beaumont Swete* and *John Alexander Parlby*: And whereas the said *Ann* Lady *Pole*, the Sister of the said Testator, died in the Month of *February* One thousand eight hundred and thirty-two: And whereas the said *Louisa Templer* died in the Month of *April* One thousand eight hundred and thirty-eight: And whereas the said *James George John Templer*, *John Sunter Templer*, *Charles James Templer*, and *Reginald William Templer* are all of them Infants under the Age of Twenty-one Years, and no one of them hath any Sons or Son, and the said *John Sunter Templer*, *Charles James Templer*, and *Reginald William Templer* are the only Sons of the said *John Templer* the Nephew; and the said *George Templer* (the Son of the said *James Templer*), *George Henry Templer*, *John Line Templer*, *William Edmund Pole*, and the said *Reginald Frederick Pole*, *Francis Templer* the younger, *George Templer* (the Son of the said Testator's Brother *Henry Line Templer*), and the said *John George Pole*, have not nor hath any one of them any Sons or Son; and the said *Henry Templer* is now with his Regiment in the *East Indies*, and it is supposed and believed that he has Two Sons whose Names and the Date of whose respective Births have not yet been discovered, but the eldest of such Sons is an Infant under the Age of Twenty-one Years; and the said *Francis Templer* the elder hath not any other Son except the said *Francis Templer* the younger, and the said *Francis Templer* the younger is an Infant under the Age of Twenty-one Years; and the said *John George Pole*, *William Edmund Pole*, and *Reginald Frederick Pole* are the only Sons of the said Sir *William Templer Pole*, and the said *Reginald Frederick Pole* is an Infant under the Age of Twenty-one Years, and the said *John George Pole* has now taken the Name of *Reeve De la Pole*, and is now called *John George Reeve De la Pole*, and the said *Francis Templer* the elder, *Francis Templer* the younger, and *Henry Templer*, and his said infant Sons, and *George Templer*, Son of the said *Henry Line Templer*, are now residing in the *East Indies*, and the said *John George Reeve De la Pole* is now residing at *Dresden*: And whereas the said *George Templer*, the Son of the said *James Templer*, is the right Heir of the said Testator: And whereas some Portions of the Estates of the said Testator (so devised by him as aforesaid in strict Settlement) are greatly intermixed with the Lands of other Persons, and especially with the Lands of the Reverend *John Comyns* of *Wood* in the Parish of *Kingsteignton* in the said County of *Devon*, Clerk, and the said *John Comyns* has proposed to exchange certain of his Lands and Hereditaments in the said Parish of *Bishopsteignton* and *Kingsteignton* in the said County of *Devon* for certain other Lands and Hereditaments, Part of the Estates

Estates so devised by the said Testator in strict Settlement as aforesaid: And whereas the said *James George John Templer* is the actual Tenant for Life of the said Estates devised by the said Testator's Will in strict Settlement as aforesaid, but by reason that he is an Infant under the Age of Twenty-one Years as aforesaid he is incapable of giving the Consent required by the said Will to the Exercise of the Power of Sale and Exchange therein contained: And whereas by an Order of the High Court of Chancery made by the Right Honourable the Master of the Rolls, dated the Twelfth Day of *March* One thousand eight hundred and thirty-nine, on the Petition of the said Plaintiffs in the aforesaid Cause, praying that such proposed Exchange should be effected, his Lordship did order that it should be referred to the Master to whom the said Cause stood referred to enquire and certify to the Court whether it would be for the Benefit of the said Petitioners, and of the other Persons entitled in Remainder under the Limitations of the said Will of the said Testator, that such proposed Exchange as aforesaid should be effected, or that any other and what Exchange or Exchanges of Lands in the said Parishes of *Bishopsteignton* and *Kingsteignton* should be effected with the said *John Comyns*, and upon what Terms, and if the said Master should be of opinion that any such Exchange or Exchanges would be desirable, then he was to inquire and certify whether it would be fit and proper and for the Benefit of the said Petitioners and the other Persons entitled in Remainder as aforesaid that any and what Application should be made to Parliament for the Purpose of enabling the said Petitioners and such other Persons as might be necessary to carry such Exchange or Exchanges into effect: And whereas the said Master made his Report, dated the Fifteenth Day of *March* One thousand eight hundred and thirty-nine, whereby he certified that he was of opinion that it would be for the Benefit of the said Plaintiffs, and of the other Persons interested in Remainder under the Limitations in the said Will of the said Testator *John Templer*, that the Exchange in the said Order thereinbefore mentioned of Lands in the said Parishes of *Bishopsteignton* and *Kingsteignton* should be effected with the said *John Comyns*; and that it would be fit and proper, and for the Benefit of the Plaintiffs and the other Persons interested in Remainder as aforesaid, that an Application should be made to Parliament for the Purpose of obtaining an Act enabling the Plaintiffs and such other Persons as might be necessary to carry such Exchange into effect: And whereas by an Order of the said High Court of Chancery dated the Nineteenth Day of *March* One thousand eight hundred and thirty-nine, upon the Petition of the said Plaintiffs, it was ordered that the said Master's Report should be confirmed; and it was ordered that the said Petitioners should be at liberty by their Guardians to concur with other necessary Parties in an Application to Parliament for an Act to authorize an Exchange of Lands as in the said Report is mentioned, but no further Proceedings were to be taken with reference to the said Act without the Leave of the said Court: And whereas the said Master made his further Report in pursuance of the said Order of the Twelfth Day of *March* One thousand eight hundred and thirty-nine, dated the Tenth Day of *April* One thousand eight hundred and thirty-nine, and thereby certified that he was of

opinion and therefore found that it would be for the Benefit of the said Plaintiffs, and of the other Persons entitled in Remainder under the Limitations in the Will of the said *John Templer* the Testator, that an Exchange should be made between the Trustees of the said Testator's Will and the said *John Comyns* of the Lands of the said Testator comprised in the First Schedule to the said Master's Report annexed for the Lands of the said *John Comyns* comprised in the Second Schedule to the said Master's Report annexed, and that by way of Equality of Exchange the said *John Comyns* should pay to the Trustees of the said Testator's Will the Sum of Thirty-four Pounds, such Exchange to be subject to the existing Tenancies of the said Lands and Premises respectively; and that in case, upon Investigation, it should turn out that the Land Tax on any of the said Lands had been redeemed, the same should be allowed or paid for, as the Case might be, on either Side accordingly: And whereas by an Order of the said High Court of Chancery, dated the Seventeenth Day of *April* One thousand eight hundred and thirty-nine, made upon the Petition of the said Plaintiffs, it was ordered, that the said Master's said last-mentioned Report should be confirmed; and that the said *Christopher Wolston* and *Henry Bull Strangways* should be at liberty to enter into an Agreement with the said *John Comyns* for the Exchange of the Lands and Hereditaments comprised in the said First Schedule to the said Master's last-mentioned Report, for the Lands of the said *John Comyns* comprised in the said Second Schedule to the same Report annexed, upon the Terms mentioned in the same Report, and that they, together with all necessary Parties, should be at liberty to apply to Parliament for an Act to enable the Trustees of the said Testator's Will to make such Exchange accordingly, and to take all necessary Proceedings for obtaining such Act: And whereas the said Lands and Hereditaments mentioned and comprised in the First Schedule to the said last-mentioned Report are the Lands and Hereditaments which are mentioned and comprised in the Schedule to this Act annexed, intituled the First Schedule, and the said Lands and Hereditaments mentioned and comprised in the Second Schedule to the said Master's last-mentioned Report are the Lands and Hereditaments which are mentioned and comprised in the Schedule to this Act annexed, intituled the Second Schedule: Wherefore Your Majesty's most dutiful and loyal Subjects the said *James Acland Templer*, as Guardian and on behalf of his infant Son the said *James George John Templer*, the said *John Templer* the Nephew, on behalf of himself, and as Guardian and on behalf of his infant Sons the said *John Sunter Templer*, *Charles James Templer*, and *Reginald William Templer*, the said *George Templer* (the Son of the said *James Templer*), the said *George Henry Templer*, *John Line Templer*, Sir *William Templer Pole*, on behalf of himself and as Guardian and on behalf of his infant Son the said *Reginald Frederick Pole*, the said *William Edmund Pole*, and the said *Christopher Wolston* and *Henry Bull Strangways*, as such newly appointed Trustees as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That immediately from and after the passing of this Act all those The Lands in the First

Schedule to vest in Trustees, free from Trusts of Testator's Will, for the Purpose of Exchange, as herein mentioned.

those the several Lands and Hereditaments in the said First Schedule to this Act annexed particularly mentioned and described, with their respective Appurtenances, shall be vested in and settled upon the said *Christopher Wolston* and *Henry Bull Strangways*, their Heirs and Assigns, absolutely, but upon and for the Trusts, Intents, and Purposes herein-after mentioned; that is to say, upon Trust that when and so soon as the said *John Comyns*, his Heirs and Assigns, and all other necessary and proper Parties, shall, under such Control and Direction of the said Court of Chancery as herein-after mentioned, by proper Conveyances and Assurances in the Law, have effectually conveyed and assured, or caused to be well and effectually conveyed and assured, the said Lands and Hereditaments in the said Second Schedule to this Act annexed particularly mentioned and described, or such Part or Parts of the same Hereditaments as the said Court of Chancery shall in manner herein-after mentioned sanction and approve of, to the Uses, upon and for the Trusts, Intents, and Purposes by the said recited Will and Codicil of the said *John Templer* expressed or contained concerning the said Manors, Lands, and Hereditaments by the said Will devised in strict Settlement as aforesaid, or such and so many of the same Uses, Trusts, Intents, and Purposes as shall then be subsisting undetermined and capable of taking effect, then and immediately thereupon it shall and may be lawful for the said *Christopher Wolston* and *Henry Bull Strangways*, or the Survivors of them, or the Heirs or Assigns of such Survivor, and they and he are and is hereby expressly directed and required to convey, unto the said *John Comyns*, his Heirs or Assigns, or to such Person or Persons or for such Intents and Purposes as he or they shall direct or appoint, the said Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, or such Part or Parts of the same Hereditaments as the said Court of Chancery shall in manner herein-after mentioned sanction and approve of, and the Inheritance thereof in Fee Simple; and that from and immediately after such Conveyance and Assurance shall be so made as last aforesaid the Lands and Hereditaments thereby conveyed and assured shall be for ever acquitted, discharged, exempted, and exonerated of and from all and every the Uses, Trusts, Intents, and Purposes by the said recited Will and Codicil of the said *John Templer* expressed and contained concerning the said Manors, Lands, and Hereditaments by the same Will devised in strict Settlement as aforesaid, or such or so many of the said Uses, Trusts, Intents, and Purposes, Provisoes and Limitations, as shall be then subsisting undetermined and capable of taking effect; and upon further Trust, in the meantime and until such Conveyance shall be made of the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, or of such Part or Parts of the same Hereditaments as aforesaid, that they the said *Christopher Wolston* and *Henry Bull Strangways*, or the Survivor of them, his Heirs or Assigns, shall and do stand seised and possessed of the same Lands and Hereditaments, or of such Part or Parts thereof whereof no such Conveyance shall be made as aforesaid, to the Uses, upon and for the Trusts, Ends, Intents, and Purposes, and subject to the Charges which shall be then subsisting or capable of taking effect under the Limitations and Devises in the said Will and Codicil expressed and declared concerning the same.

Exchange not to be valid unless made under the Direction of the Court of Chancery.

II. Provided always, and be it further enacted, That such Exchange as aforesaid shall not be valid and effectual except the same shall have been made under the Control and Direction and with the Sanction and Approbation of the said Court of Chancery, to be obtained on Petition in a summary Manner; and in the Exercise of such Control and Direction, Sanction and Approbation, it shall be lawful for the said Court of Chancery to authorize the Acceptance of the Title of the said *John Comyns*, his Heirs or Assigns, to the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed, or to such Part or Parts thereof as aforesaid, upon such Terms, either of Indemnity or otherwise, as the said Court of Chancery shall sanction, think necessary, and approve of, such last-mentioned Sanction and Approbation to be obtained on Petition as aforesaid.

The Monies to be paid by Mr. Comyns for Equality of Exchange to be paid into the Bank in the Name of the Accountant General in Chancery.

III. And be it further enacted, That any Monies to be paid by the said *John Comyns* for Equality of Exchange as aforesaid shall be paid by him, or the Person or Persons respectively to or with whom such Exchange shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to his Account in the aforesaid Cause, pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the same Monies shall be paid, apportioned, and disposed of in the same Manner as in and by the said Will of the said *John Templer* is directed concerning the Monies to arise under the Exercise of the Powers of Sale and Exchange thereby given over his Estates thereby devised in strict Settlement as aforesaid.

Proviso in case of Eviction from Lands in Second Schedule.

IV. Provided always, and be it further enacted and declared, That in the Conveyance to be made of the said Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, or of such Part or Parts thereof as aforesaid, by the said *Christopher Wolston* and *Henry Bull Strangways*, or the Survivor of them, his Heirs or Assigns, as herein-after is mentioned, there shall be inserted a Proviso, Agreement, or Declaration whereby it shall be provided, that if the said *James George John Templer*, or any other Person or Persons lawfully or equitably claiming or to claim under any of the Limitations or Devises contained in the said recited Will and Codicil of the said *John Templer*, shall at any Time hereafter, without his or their wilful Default, be lawfully evicted or turned out of the Possession of all or any Part or Parts of the said Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, and which shall have been conveyed and settled to the Uses and for the Purposes by the said recited Will and Codicil limited and declared concerning the Hereditaments by the said Will devised in strict Settlement, as herein-before is mentioned, by any Person or Persons lawfully or equitably claiming or to claim any Estate, Right, Title, or Interest in, to, or out of the same Lands and Hereditaments which shall have been so

conveyed

conveyed as last aforesaid, by any Right precedent to the Date of the Conveyance so to be made of the same Lands and Hereditaments so as to be in anywise prevented or hindered from holding and enjoying the same Lands and Hereditaments, and every Part thereof, according to the true Intent and Meaning of the said Conveyance and of this present Act, then and in such Case the said several Lands and Hereditaments comprised in the said First Schedule to this Act annexed, or such Part or Parts thereof as shall have been so conveyed as herein-before is mentioned, shall immediately thereupon be and remain to the Uses, and for the Purposes, and subject to the Charges which shall then be subsisting or capable of taking effect, under the Limitations and Devises in the said Will and Codicil expressed and contained concerning the same; and then and in that Case it shall be lawful for the said *James George John Templer*, or other the Person or Persons who by virtue of the Devises or Limitations contained in the said Will and Codicil of the said *John Templer*, would, if this present Act had not been passed, have for the Time being been entitled to the actual Possession or Freehold of the said Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, or of such Part or Parts thereof as aforesaid, into and upon the same Lands and Hereditaments to enter, and to have, hold, and enjoy the same for such Estate or Estates, with such Remainders over, and upon such Trusts, and in such and the same Manner, to all Intents and Purposes whatsoever, as he or they might or could have done if this present Act had never passed, and no Conveyance of the same Lands and Hereditaments had been made in pursuance thereof, any thing herein-before contained or in any such Conveyance as last aforesaid to be contained to the contrary thereof in anywise notwithstanding.

Proviso in case of Eviction from Lands in First Schedule.

V. Provided also, and be it further enacted and declared, That in the Conveyance to be made by or by the Direction of the said *John Comyns*, his Heirs or Assigns, of the said Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, or of such Part or Parts thereof as herein-before is mentioned, there shall be inserted a Proviso, Agreement, or Declaration, that if the said *John Comyns*, his Heirs or Assigns, or any other Person or Persons lawfully claiming or to claim under or by virtue of such Conveyance any Estate, Title, Right, or Interest in the said several Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, or in such Part or Parts thereof as shall have been so conveyed as aforesaid, shall at any Time hereafter, without his or their wilful Default, be lawfully evicted or turned out of the same Lands and Hereditaments, or any Part thereof, by any Person or Persons lawfully or equitably claiming or to claim any Estate, Right, Title, or Interest in, to, or out of the same Hereditaments by any Right precedent to the Date of the Conveyance so in pursuance of this Act to be made of the same Lands and Hereditaments, so as to be in anywise prevented or hindered from holding and enjoying the same, and every Part thereof according to the true Intent and Meaning of this Act, and the Conveyance so to be made of the same Lands and Hereditaments as aforesaid, then and in such Case the said Lands and Hereditaments mentioned and comprised in the

Second

Second Schedule to this Act annexed, or such Part or Parts of the same Lands and Hereditaments as shall have been so conveyed as aforesaid, shall immediately thereupon remain and be to the Use of the said *John Comyns*, his Heirs and Assigns, or other the Person or Persons who would have been entitled to the same Hereditaments if this Act had not been passed, and such Conveyance of the same Hereditaments had not been made as aforesaid; and then and in that Case it shall be lawful for the said *John Comyns*, his Heirs and Assigns, or such other Person or Persons as last aforesaid, into and upon the same Lands and Hereditaments to enter, and to have, hold, and enjoy the same, and to have, receive, and take the Rents, Issues, and Profits thereof for his and their own proper Use and Benefit, in such and the same Manner, to all Intents and Purposes whatsoever, as he or they might or could have done if this present Act had never passed, or any Conveyance or Settlement had been made of the same Lands and Hereditaments in pursuance thereof, any thing herein-before contained, or in the said Conveyance or Settlement of the same Lands and Hereditaments to be contained, to the contrary thereof in anywise notwithstanding.

This Act not to affect certain Parties until their Consent shall have been enrolled in the Court of Chancery.

VI. And whereas the said *Francis Templer* the elder, *Henry Templer*, and *George Templer* (the Son of the said *Henry Line Templer*) are now residing in the *East Indies*, and the said *John George Reeve De la Pole* is now residing at *Dresden*, and they are respectively interested under the said Testator's Will as aforesaid, but their respective Consents to this Act have not been proved, either on their own Behalf respectively, or as to the said *Francis Templer* the elder as the Guardian of his said infant Son *Francis Templer* the younger, or as to the said *Henry Templer* as the Guardian of his said infant Sons; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Francis Templer* the elder, *Francis Templer* the younger, *Henry Templer*, the said infant Sons of the said *Henry Templer*, the said *George Templer* (the Son of the said *Henry Line Templer*), and *John George Reeve De la Pole*, so interested, or as such Guardians, or any other Person or Persons being such Guardian or Guardians as aforesaid respectively, or as against any Person or Persons claiming or to claim by, through, or under them or any or either of them, until the said *Francis Templer* the elder (as well on his own behalf as also as such Guardian), or other the Person or Persons being such Guardian or Guardians for the Time being in his Place, or the said *Francis Templer* the younger, if he shall be of the Age of Twenty-one Years, *Henry Templer* (as well on his own Behalf as also as such Guardian), or the other Person or Persons being such Guardian or Guardians for the Time being as last aforesaid in his Place, *George Templer* (the Son of the said *Henry Line Templer*), and *John George Reeve De la Pole*, shall respectively signify their Consent to this Act in Writing under their Hands, attested respectively by One or more credible Witness or Witnesses; and such Writing shall be inrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act; and from and after the Inrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Francis*

Francis Templer the elder, *Francis Templer* the younger, *Henry Templer* and his aforesaid infant Sons, the said *George Templer* (the Son of the said *Henry Line Templer*), and *John George Reeve De la Pole*, and all Persons claiming or to claim by, from, through, or under them or any or either of them, as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; (that is to say,)

Form of Consent.

'I [*or* We, *and if the Person or Persons so consenting shall consent in the Capacity of Guardian*] as well on my own Behalf as the Guardian and on the Behalf of my infant Son or Sons *A.B.*, or *A.B.* and *C.D.*, or as Guardian [*or* Guardians], and on the Behalf of *A.B.* and *C.D.* [*as the Case may be*], do hereby consent to an Act of Parliament passed in the Year of the Reign of Queen *Victoria*, intituled *An Act for enabling the Trustees of the Will of the Reverend* John Templer *Clerk, deceased, to exchange certain of the Real Estates thereby devised, situate in the County of* Devon, *for certain other Estates situate in the same County.* Given under my Hand [*or* our Hands] the Day of in the Year of our Lord One thousand eight hundred and .'

General Saving.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *James George John Templer* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *John Sunter Templer* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *Charles James Templer* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *Reginald William Templer* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *George Templer* (the Son of the said *James Templer*) and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *Francis Templer* the elder and the said *Francis Templer* the younger (and the First and other Sons of the said *Francis Templer* the younger) successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the Second and other Sons of the said *Francis Templer* the elder successively, and the Heirs Male of the Body and Bodies of such Second and other Sons respectively, and the said *George Henry Templer* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Son or Sons respectively, and the said *John Line Templer* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *Henry Templer* and his First and other Son and Sons successively, as to such of the same Sons

as under the said Will of the said *John Templer* are Tenants in Tail Male in Remainder, and the Heirs Male of the Body and Bodies of such Son and Sons in succession respectively, and as to such other of the same Sons of the said *Henry Templer* as are Tenants for Life only in Remainder under the same Will, the First and every other Son and Sons of such last-named Son and Sons in Succession, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *George Templer* (the Son of the said *Henry Line Templer*) and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said Sir *William Templer Pole*, and the said *John George Reeve De la Pole*, and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *William Edmund Pole* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the said *Reginald Frederick Pole* and his First and other Sons successively, and the Heirs Male of the Body and Bodies of such First and other Sons respectively, and the Fourth and other Sons of the said Sir *William Templer Pole*, and the Heirs Male of the Body and Bodies of such Fourth and other Sons respectively, and the said *Christopher Wolston* and *Henry Bull Strangways*, as such new Trustees as aforesaid, and except all and every other Person and Persons (other than the said *Ellen Templer*) having or claiming or who shall or may have or claim any Estate, Charge, Right, Title, or Interest at Law or in Equity of, in, to, out of, or upon the said Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, or any Part or Parts thereof respectively, under and by virtue of the said Will and Codicil of the said *John Templer* or either of them) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever at Law and in Equity of, in, to, or out of the said Lands and Hereditaments, or any of them, or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been passed.

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

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

The

The FIRST SCHEDULE referred to by the foregoing Act.

Names of Fields.	Quantity in Statute Measure.	Net Annual Value.	Value in Fee.
	A. R. P.	£ s. d.	£ s. d.
Ash Hill	5 0 22	9 4 0	257 12 0
Hurlands	1 1 22	1 17 6	52 10 0
Mosic	3 2 30	4 14 0	131 12 0
Mosic Orchard	0 1 31	1 15 6	49 14 0
Lower Bridgehay Meadow	2 2 8	7 1 0	197 8 0
Ditto Orchard	0 1 32	1 17 6	52 10 0
Higher Bridgehay Field	2 2 6	3 16 0	106 8 0
Broome Parks	6 0 38	8 15 0	245 0 0
Holake	5 2 9	7 15 6	217 14 0
Combe Meadow	0 3 1	2 5 6	63 14 0
Little Lay Park	1 0 16	2 10 6	70 14 0
Petland Field	1 3 31	5 7 0	149 16 0
Great Ashwell Meadow	2 2 33	11 2 0	310 16 0
Little Ditto	1 2 2	5 6 0	148 8 0
Great Looseners	2 0 13	6 4 0	173 12 0
Little Ditto	1 3 38	7 0 0	196 0 0
Part of Stannings	1 0 0	2 0 0	56 0 0
Ditto	0 3 0	1 13 0	46 4 0
Lower Kithills	1 0 25	2 10 0	70 0 0
Drew's Close	2 1 36	6 15 0	89 0 0
Frog's Marsh	1 1 15	1 15 0	49 0 0
Three Corners	2 2 16	7 10 0	210 0 0
			£3,043 12 0
Wither's Cottage opposite Radaway Farm	0 0 25	6 10 0	110 0 0
Timber	——	——	195 0 0
			£3,348 12 0

Chas Smith.

Chas Smith.

The

The SECOND SCHEDULE referred to by the foregoing Act.

	Names of Fields.	Quantity in Statute Measure.	Net Annual Value.	Value in Fees.
		A. R. P.	£ s. d.	£ s. d.
Coombe Estate -	Barley Park - - -	1 3 23	5 15 0	161 0 0
	Neck Orchard - -	0 3 17	4 0 0	112 0 0
Mrs. Brock Tenant	Yonder ditto - -	0 2 39	3 15 0	105 0 0
	Cottage, Garden, Court, and Buildings across the Road -	0 1 2	6 10 0	130 0 0
	Lower Lane Head - -	1 3 38	5 0 0	140 0 0
	Higher ditto - - -	1 2 13	2 15 0	77 0 0
	Little Field - - -	0 3 18	1 5 0	35 0 0
	Yonder King's Down - -	3 3 12	4 10 6	126 14 0
	Higher Nelland - -	3 3 29	5 10 6	154 14 0
	Kithill adjoining - -	0 3 8	1 0 0	28 0 0
	Shule Field - -	6 0 3	5 0 0	140 0 0
	New Park - - -	1 3 27	2 5 0	63 0 0
	Shepherds - - -	2 3 31	3 15 0	105 0 0
	Lower Langlands - -	4 0 1	6 0 0	168 0 0
	Broad Park - -	5 3 34	6 10 0	182 0 0
Mrs. Harvey -	Lower Combeway - -	1 2 6	2 8 0	67 4 0
	Great Rowden Cross Field -	2 0 20	3 10 0	98 0 0
	Middle ditto - -	1 2 24	2 10 0	70 0 0
	Lower ditto - - -	1 1 8	2 5 0	63 0 0
	Higher and Lower Veals -	3 3 30	3 10 0	98 0 0
	The Pulner Fields, with Plot of Orchard - - -	10 2 2	14 18 0	417 14 0
	Little Blindwells and Cocks Park - - -	3 2 37	7 10 0	210 0 0
	Little Cocks Park - -	0 2 10	1 5 0	35 0 0
	Farmer Man's Land - -	0 2 21	1 8 0	39 4 0
	Two Rowden Fields, (leased on 2 Lives about 70 Years old) - - - -	3 3 0	6 7 6	114 15 0
	Pitland Field - } leased on	1 3 27	4 0 0	72 0 0
	Perryman's Orchard } 1 Life aged	1 0 30	4 10 0	81 0 0
	Hollacombe - } 60 Years.	0 3 30	1 0 0	18 0 0
	Inner and Lower Hollacombe, subject to a Lease for Three Lives, aged respectively 10, 12, and 16 Years - -	2 2 19	4 10 0	27 0 0

	Names of Fields.	Quantity in Statute Measure.	Net Annual Value.	Value in Fee.
		A. R. P.	£ s. d.	£ s. d.
Mrs. Harvey -	Scadgell's Garden, subject to a Lease for Two Lives, aged respectively 38 and 40 Years -	0 1 19	1 5 0	12 10 0
	An Allotment of Land on Haldon, Part in hand and Part in the Occupation of Mr. Hayman, containing by Estimation - - - - - -	15 0 0	2 4 0	60 14 0
	Timber - - -	- - -	- - -	103 13 0
				3,314 12 0
	Cash to balance - -	- - -	- - -	34 0 0
	*Cha*s. *Smith.*		£	3,348 12 0

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1839.