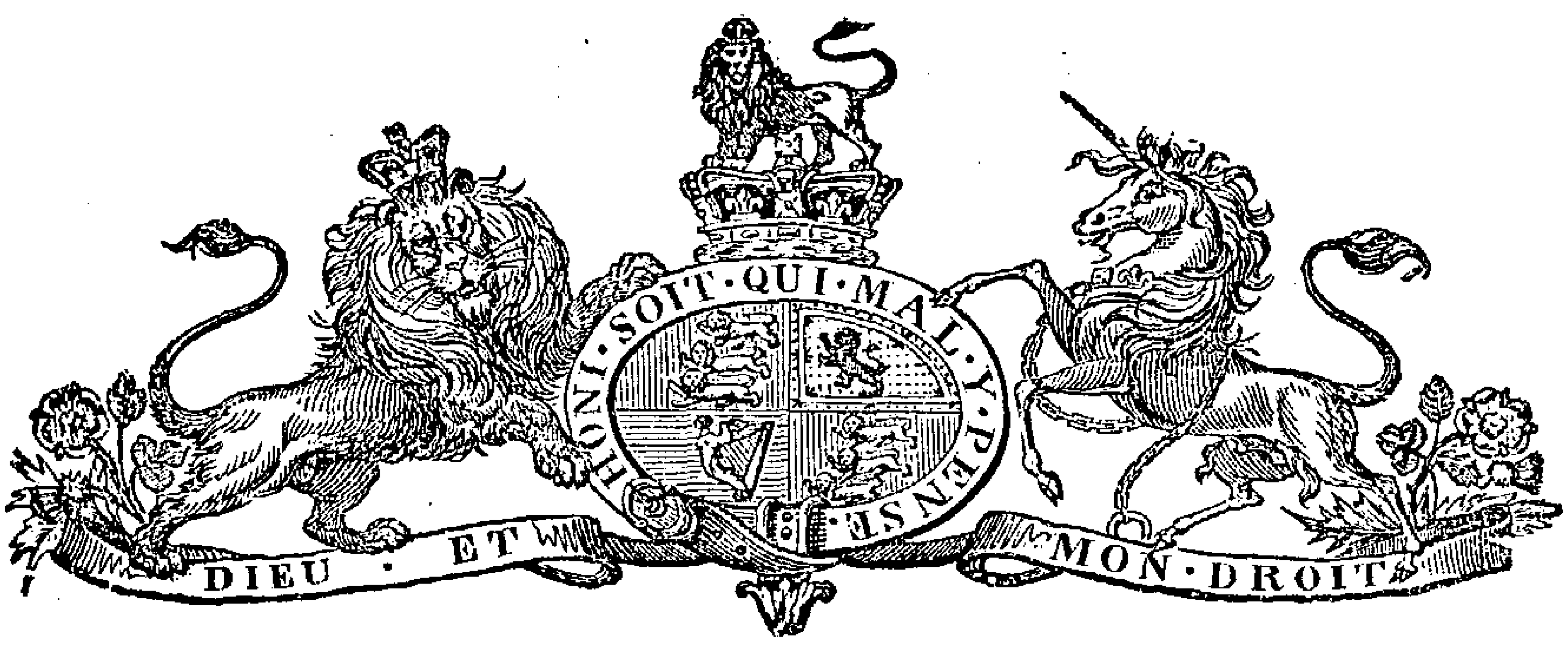


ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

****

Cap. 4.

An Act for amending, extending, and enlarging the Powers and modifying certain Conditions as to Residence contained in the Will and Codicils of the Right Honourable *John* Lord *Rolle* deceased. [5th *July* 1865.]

WHEREAS the Right Honourable *John* Lord *Rolle*, late of *Stevenstone* and *Bicton* in the County of *Devon*, duly signed and published his last Will and Testament bearing Date the Second Day of *November* One thousand eight hundred and thirty-seven, and thereby, after certain Bequests of Parts of his Personal Estate, and after providing for the Payment to his Wife *Louisa* Lady *Rolle* of the Annuity of Six thousand Pounds a Year, and charging the same on his Manors, Messuages, Lands, Tenements, and Hereditaments in the Counties of *Devon*, *Dorset*, and *Somerset*, and after directing that the Trustees therein-after named of the said Estates should stand seised of and possessed of the said Manors, Messuages, Lands, Tenements, and Hereditaments upon trust to pay such Annuity to the said *Louisa* Lady *Rolle*, and the Testator, after giving his Wife the Option of continuing to occupy his Mansion House at *Bicton*, together with certain Gardens, Lands, Buildings, and Premises in the said

Will of John Lord Rolle dated 2d Nov. 1837.

[*Private.*] *p*

said Will mentioned, being the Premises used by him with the said Mansion, and giving to her an additional Annuity of Two thousand Pounds a Year in the event of her exercising her Option to occupy the said Mansion House at *Bicton*, declared that, as to, for, and concerning his Hundreds, Manors, Advowsons, Reversions, Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Real Estate whatsoever and wheresoever, with their and every of their Rights, Members, and Appurtenances, as well by virtue of all his Right and Seisin, and in pursuance and in exercise and execution of all Powers and Authorities in him (the said Testator) in that Behalf in anywise enabling, did give and devise, direct, limit, and appoint the said Manors, Advowsons, Reversions, Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Premises unto and to the Use of the Right Honourable *Charles Rodolph Trefusis* Baron *Clinton*, in the said Will called *Charles Rodolphus Trefusis* Baron *Clinton*, *Edmund Pollexfen Bastard* Esquire, *Zachary Hammett Drake*, and *Harry James*, and to their Heirs, upon and for the several Trusts and to and for the several Purposes therein-after declared and contained of and concerning the same respectively; (that is to say,) as to all his Manors and other Hereditaments in the County of *Cornwall*, upon the Trusts for Sale in the same Will contained, and upon trust to lay out the Money thereby arising in some productive Fund, to construct certain Works in the same Will mentioned; and as to all other his Hundreds, Manors, Advowsons, Reversions, Messuages, Lands, Tenements, Tithes, Hereditaments, and Real Estate, upon the Trusts therein and next herein-after mentioned, (that is to say,) in trust for the Heirs of his the said Testator's Body, and in default of such Issue upon certain Trusts thereby declared during the joint Lives of his Two Sisters, *Anne Rolle* and *Lucilla Rolle*, both since deceased, and the Life of the Survivor, and immediately after the Decease of the Survivor of his said Sisters for the First and other Sons of the respective Bodies of his said Sisters, and the Heirs Male of his and their Body and Bodies lawfully issuing, and for Want of such Issue in trust for the Honourable *Mark George Kerr Trefusis* (now the Honourable *Mark George Kerr Rolle*), the Second Son of *Charles Rodolphus Trefusis* Lord *Clinton*, for his Life, and immediately after his Decease in trust for the First and every other Son of the said *Mark George Kerr Rolle*, severally and successively in Tail Male, with Remainders in trust for the Third and every subsequently born Son of the said *Charles Rodolphus Trefusis* Lord *Clinton* who should be born during his the said Testator's Life, severally, successively, and in Remainder according to their respective Seniorities, for their respective natural Lives, with Remainder in trust for the First and other Sons of their respective Bodies, severally, successively, and in Remainder according to their respective Seniorities in Tail Male, so that such Third and every other subsequently born

born Son of the said *Charles Rodolphus Trefusis* Lord *Clinton* who should be born during his the said Testator's Life, and the First and other Sons of their respective Bodies, and the Heirs Male of the respective Bodies of such last-mentioned Son and Sons, might take before the Fourth and every other subsequently born younger Son of the Body of the said *Charles Rodolphus Trefusis* Lord *Clinton*, and his and their First and other Sons, and the Heirs Male of the respective Bodies of such last-mentioned First and other Sons, and for Want or on Failure of such Issue in trust for the Honourable *Charles Henry Rolle Trefusis*, the eldest Son of the said *Charles Rodolphus Trefusis* Lord *Clinton*, for his Life, and immediately from and after his Decease in trust for the First and every other Son of the Body of the said *Charles Henry Rolle Trefusis*, severally and successively in Tail Male, with Remainder in trust for the Honourable *Vere Poulett*, Second Son of the Right Honourable *John* Earl *Poulett*, for his Life, and immediately from and after his Decease in trust for the First and every other Son of the Body of the said *Vere Poulett*, severally and successively in Tail Male, with Remainder in trust for his the said Testator's own right Heirs for ever; and the Testator did by his said Will direct and require that every Person becoming entitled to the Rents and annual Profits of his said last-mentioned Hundreds, Manors, and Estates should during his or her Life take and use the Name and Arms of *Rolle*, instead of his Family Name, and that neither of his Mansions of *Stevenstone* or *Bicton* should be let, but that the Person in possession should reside in the Summer of every Year alternately at *Stevenstone* and *Bicton*, unless prevented by Parliamentary Duties, or the Service of the Crown, and that an Establishment should be kept (and in case of Minority by his the said Testator's Trustees) suitable thereto, and in case of Neglect or Default of any such Person or Persons in either of the Cases aforesaid for the Space of Six Calendar Months after he or she should so become entitled, that then the Interest of every such Person so neglecting or making default should absolutely cease and determine, and his said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, should stand and be seised of the said Hundreds, Manors, Estates, and Hereditaments in trust for the Person or Persons next in Remainder in the course of the aforesaid Trusts and Limitations, and should pay the said Rents, Issues, and annual Proceeds arising therefrom unto and stand possessed of the same in trust for such Person or Persons next in Remainder, for his, her, or their proper Use and Benefit, in such and the same Manner and to the same Effect as if the Person or Persons so neglecting or making default were actually dead without Issue Male; and the said Testator by his said Will declared that it should be lawful to and for his said Trustees *Charles Rodolphus* Lord *Clinton*, *Edmund Pollexfen Bastard*, *Zachary Hammett Drake*, and *Harry James*, and such

such Trustees as should be appointed under the Power and Direction for that Purpose therein-after contained, and the Survivors and Survivor of them, and the Heirs of such Survivor, at their or his Discretion, to demise or lease all or any of the Farms comprised in the said Trust Estates so devised to them as aforesaid, and also such Estates as might be thereafter purchased by them in pursuance of that his Will, for Seven, Fourteen, or Twenty-one Years, in possession or not, commencing later than Two Years from the Execution of any such Lease; and the said Testator empowered his said Trustees, in consideration of Fines, in the usual Way, to demise for One, Two, or Three Lives, in possession or reversion, so that there be never more than Three Lives in being at any One Time on any Property so demised, such of his aforesaid Estates, consisting of Dwelling Houses, Gardens, and Lands contiguous thereto, as at the Time of his Death should be so demised or let, with a Restriction as to the Situation and Quantity of the Land to be included in such Demise, and also a Provision that the Amount of Rent to be reserved in every such Lease should be as much Rent as should be reserved on the said Leases at the Time of his Death, and so as in such Leases there should be contained Covenants, Clauses, and Provisoes equally beneficial to the Remainder Man or Reversioner of his said Trust Estates as those which should be in existence at the Time of his Death; and he declared that this Power should extend to the granting of Building Leases, with Quantities of Ground attached to such intended Buildings, not exceeding for each Building One Acre; but he declared that no Lease should be granted under such Powers of any Cottages or Buildings in the Parishes of *Bicton* or *Saint Giles-in-the-Wood* in the said County of *Devon*, or within One Mile of his said Mansion Houses of *Bicton* or *Stevenstone*; and the said Testator declared that the Monies which the said Trustees should receive for the Fines and Renewals of Leases, and from the Sale or Sales of Timber and Coppices cut under the Powers in his said Will contained, should be laid out in the Purchase of Estates of Inheritance in Fee Simple, and of any Estates held on Copy of Court Roll, or on Leases for Lives, or for Years determinable upon Lives, provided the same Estates, in point of Situation and Contiguity to his other Estates, should be proper and desirable to be purchased, all such Estates, when purchased to be conveyed to the Use of the said Trustees upon trust for the Benefit of the Person or Persons who for the Time being should be interested in his before-mentioned Hundreds, Manors, Estates, and Hereditaments; and the said Testator gave the Residue of his Personal Estate, and all his Property in the *Bahama Islands* or elsewhere out of *England*, unto the said *Charles Rodolphus* Lord *Clinton*, *Edmund Pollexfen Bastard*, *Zachary Hammett Drake*, and *Harry James*, in trust to sell the same, as therein mentioned, and to apply the Proceeds, from Time to Time when and as often as the same

should be received, in the Purchase of Lands, Tenements, and Hereditaments lying near or contiguous to some One or other of his Manors of *Bicton*, *Stevenstone*, or *Hudscott* in the said County of *Devon*, and that the same Estates when purchased should be conveyed and assured unto and to the Use of his said Trustees, upon the like and the same Trusts, and for the Benefit of such Person or Persons who under the Trusts therein-before limited should then and thereafter be entitled to the Rents, Issues, and Profits of his aforesaid Hundreds, Manors, Estates, and Hereditaments in the said County of *Devon*, in the same Way and in the same beneficial Manner to all Intents and Purposes whatsoever; and in the said Will there is a Power of appointing new Trustees of the said Will in case the Trustees named in his said Will, or any or either of them, or any succeeding Trustees or Trustee to be nominated or appointed in the Place or Stead of them or any or either of them, should die before the Trusts should be performed; and such Power is given to be exercised from Time to Time by the surviving, continuing, or other Trustees or Trustee for the Time being from Time to Time, with the Consent of the said *Louisa* Lady *Rolle* during her Life, and after her Decease with such Consent as in the same Power is mentioned and provided, with the usual Direction for the Conveyance of the Trust Estates to the new Trustees or Trustee upon the Trusts of the said Will; and the said *John* Lord *Rolle* appointed the said *Charles Rodolphus* Lord *Clinton*, *Edmund Pollexfen Bastard*, *Zachary Hammett Drake*, and *Harry James* Executors of his said Will: And whereas the said Testator duly made a Codicil to his said Will, which Codicil is dated the Ninth Day of *April* One thousand eight hundred and thirty-eight, and thereby devised to the said Trustees, their Heirs and Assigns, all Lands, Tenements, and Hereditaments and Real Estate for the Purchase of which he had contracted or might thereafter contract, and which might be vested in him at the Time of his Decease, to be by the said Trustees held for such Uses, upon such Trusts, and under and subject to such Provisoes and Declarations as were in his said Will declared of and concerning his general Estate in the County of *Devon*: And whereas the said Testator made a further Codicil to his said Will, which further Codicil is dated the Sixth Day of *December* One thousand eight hundred and thirty-nine, and thereby gave a further Annuity of Two thousand Pounds a Year to his said Wife: And whereas the said Testator made another Codicil to his said Will, which last-mentioned Codicil is dated the Eighteenth Day of *August* One thousand eight hundred and forty-one, and thereby, after reciting or stating that he had devised his Property in *Cornwall* to be sold and the Proceeds to be applied as in the said Will mentioned, declared that such Purchase Money should not be so applied as in the said Will was directed, but that the Purchase Money thereof should in the first place be applied in Payment of any Sums which he might

Codicil dated 9th April 1838.

Further Codicil dated 6th Dec. 1839.

Further Codicil dated 18th Aug. 1841.

leave undischarged and to which he might be liable in and about the Construction of a Sea Wall and Works at *Exmouth*; and subject thereto he directed that such Purchase Monies should be set apart in the Public Funds to accumulate, and to be from Time to Time laid out by them as Opportunity should arise in the Purchase of Freehold Lands or of Leasehold Lands held for Terms of Years of which more than Two hundred Years should be unexpired contiguous or in some or One of the Parishes adjacent to his Lands of *Bicton*, and that such Lands so to be purchased should be conveyed to the same Uses and upon the same Trusts as he had by his said Will declared touching his Hundreds, Manors, Lordships, and Hereditaments not being in the said County of *Cornwall*, and by his said Will devised:

Six further Codicils.

And whereas the said Testator Baron *Rolle* made and executed Six other Codicils to his said Will, none of which altered in any Manner the Limitations of the said Hundreds, Manors, Advowsons, Reversions, Messuages, Farms, Lands, and Hereditaments devised by his Will: And whereas the said Testator *John* Lord *Rolle* died on the Third Day of *April* One thousand eight hundred and forty-two without Issue of his Body and without having revoked his said Will and Codicils, or any or either of them, and without having altered the same, except so far as the earlier of such Instruments was altered by the later of them: And whereas Probate of the said Will and Codicils was in the Month of *August* One thousand eight hundred and forty-two granted to the said Lord *Clinton*, *Zachary Hammett Drake*, and *Harry James*, the surviving Executors therein named: And whereas in the Month of *June* One thousand eight hundred and forty-four the said *Harry James* died, and thereupon Sir *John Buller Yarde Buller*, now Baron *Churston*, was, under the Power in that Behalf in the Will of the said Testator contained, appointed a Trustee of the said Will in the Stead of the said *Harry James*: And whereas on the Eleventh of *March* One thousand eight hundred and forty-seven the said *Zachary Hammett Drake* died, and thereupon *George Stucley Buck*, now Sir *George Stucley Stucley* Baronet, was duly appointed a Trustee of the said Will: And whereas the said Lord *Clinton*, Lord *Churston*, and Sir *George Stucley Stucley* are now the Trustees of the said Testator's Will, and such of the Estates devised by the said Will as remain unsold are now vested in them: And whereas the said *Anne Rolle* died on the Sixteenth of *June* One thousand eight hundred and forty-two without having been married and the said *Lucilla Rolle* died on the Twenty-fourth Day of *July* One thousand eight hundred and fifty-one without having been married: And whereas the said *Mark George Kerr Rolle*, after the Death of the said *John* Lord *Rolle*, under a Licence from the Crown, assumed the Name and Arms of the Family of the said *John* Lord *Rolle*, and now bears and carries the same, and also after the Decease of the said *Lucilla Rolle* took possession of the said Mansion called *Stevenstone*,

Proof of Will and Codicils, Aug. 1842.

and

and has since resided there for the Time and in the Season by the said Will provided: And whereas the said *Louisa* Lady *Rolle* survived the said Testator, and on his Death determined to reside at the said Mansion at *Bicton* aforesaid, and still resides there: And whereas the said *Mark George Kerr Rolle* on the Sixth of *October* One thousand eight hundred and sixty married the Lady *Gertrude Jane Rolle*, then Lady *Gertrude Jane Douglas*, and previously to and in consequence of the said Marriage a Settlement, dated the Fifth Day of *October* One thousand eight hundred and sixty, and made between the said *Mark George Kerr Rolle* of the First Part, the said Lady *Gertrude Jane Rolle*, then Lady *Gertrude Jane Douglas* Spinster, of the Second Part, and the said Lord *Churston*, *Charles Henry Rolle Trefusis*, the Right Honourable *William Henry Walter Montague Douglas Scott* commonly called Earl of *Dalkeith*, and the Right Honourable *William Thomas Spencer* Earl *Fitzwilliam*, of the Third Part, was duly made and executed, and by such Settlement the said *Mark George Kerr Rolle* exercised the Power given to him by the Will of the said Testator, and thereby charged all the Estates in the said County of *Devon* devised by the said Testator's Will with the Payment to the said Lady *Gertrude Jane Rolle*, in case she should survive him, of the annual Sum of One thousand five hundred Pounds, payable as therein mentioned, and he granted to the said Lady *Gertrude Jane Rolle* the said Rentcharge of One thousand five hundred Pounds, with usual Powers of Distress and Entry in case the same should fall in arrear; and the said *Mark George Kerr Rolle* by the same Indenture demised unto the said Baron *Churston*, *Charles Henry Rolle Trefusis*, the said Earl of *Dalkeith*, and Earl *Fitzwilliam* all the Lands and Hereditaments devised by the said Will of the said Testator for the Term of Ninety-nine Years, if the said *Mark George Kerr Rolle* should so long live, upon trust, in the first place, out of the Rents and Profits of the said Hereditaments, to pay the Premiums upon a certain Policy of Assurance on the Life of the said *Mark George Kerr Rolle*, settled by the Indenture now being recited, and next to pay to the said Lady *Gertrude Jane Rolle* during the joint Lives of herself and the said *Mark George Kerr Rolle* the yearly Sum of Four hundred Pounds by way of Pin Money, and, subject as aforesaid, to permit the said *Mark George Kerr Rolle* to receive the said Rents and Profits for his own Use: And whereas up to the Twenty-fifth Day of *May* One thousand eight hundred and sixty-five the said *Mark George Kerr Rolle* had not any Issue: And whereas the said Lord *Clinton* had, besides the said *Mark George Kerr Rolle* and his eldest Son the said *Charles Henry Rolle Trefusis*, One Son only, born in the Lifetime of the Testator, namely, *Walter Rodolph Trefusis*, who is now of Age, but has never been married: And whereas the said *Charles Henry Rolle Trefusis*, the eldest Son

Marriage of Mark George Kerr Rolle, 6th October 1860.

of

of the said Lord *Clinton*, was married on the Twenty-ninth of *July* One thousand eight hundred and fifty-eight, and has Issue Two Sons, *viz.*, *Charles John Robert Trefusis*, born on the Eighteenth of *January* One thousand eight hundred and sixty-three, who is now Tenant in Tail Male in Remainder of the said Testator's Estates expectant on the Deaths of the said *Mark George Kerr Rolle* and the said *Walter Rodolph Trefusis* without having Issue Male, and *Henry Walter Trefusis*, who was born on the Nineteenth Day of *December* One thousand eight hundred and sixty-four, and Two Daughters, who are Infants: And whereas a Settlement was made on the Marriage of the said *Charles Henry Rolle Trefusis* which in no way dealt with his Interest under the said Testator's Will: And whereas the said *Vere Poulett* Viscount *Hinton* died on the Twenty-ninth Day of *August* One thousand eight hundred and fifty-seven without having had any Issue: And whereas the said *Anne Rolle* and *Lucilla Rolle* were at the Time of the Testator's Death his Co-heiresses-at-Law, and each of them, the said *Anne Rolle* and *Lucilla Rolle*, died intestate as to Real Estate: And whereas the said *Lucilla Rolle* was the Heiress-at-Law of the said *Anne Rolle*, and on the Death of the said *Lucilla Rolle*, *Sophia* Wife of the Reverend *George de Carteret Guille* and *Louisa Ann* Wife of *Frederick Haworth* became and now are the Co-heiresses-at-Law of the said Testator: And whereas the said *Zachary Hammett Drake* and *Harry James* filed a Bill in the High Court of Chancery against the said *Mark George Kerr Rolle*, *Lucilla Rolle* (since deceased), the Honourable *Charles Henry Rolle Trefusis*, the Honourable *Walter Rodolph Trefusis*, the Honourable *Vere Poulett* commonly called Viscount *Hinton*, since deceased, the Right Honourable *Charles Rodolph Trefusis* Baron *Clinton*, the Right Honourable *Louisa* Lady *Rolle*, *Thomas Wrey Harding*, and *Henry Karslake*, and thereby sought to have the said Will and Codicils established, and the Trusts thereof carried into execution by a Decree of the said Court, and afterwards the said *Zachary Hammett Drake* filed a Bill of Supplement in the said Court against the said Baron *Churston*, then Sir *John Buller Yarde Buller*, and the said Causes coming on to be heard before the Master of the Rolls, a Decree bearing Date the Thirtieth of *January* One thousand eight hundred and forty-five was duly made, and thereby the Court did declare the Will and Codicils of the said Testator well proved, and that the same ought to be established, and the Trusts thereof performed and carried into execution: And whereas the said Suit is still pending, and on the Tenth Day of *December* One thousand eight hundred and sixty-three the said *Mark George Kerr Rolle* obtained an Order of Revivor thereon against the said *Charles John Robert Trefusis*, an Infant: And whereas by an Order made in the said Causes and in the Matter

Bill filed in Court of Chancery for establishing Will and Codicils.

Supplemental Bill.

Decree dated 30th Jan. 1865.

Order dated 27th Feb. 1864.

of the Act to facilitate the Leases and Sales of Settled Estates, and dated the Twenty-seventh of *February* One thousand eight hundred and sixty-four, it was ordered that Power to grant Building Leases for Ninety-nine Years should be vested in the said Lord *Clinton*, Lord *Churston*, and Sir *George Stucley Stucley*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the Will of the said Testator, such Power to be exercised with the Consent of the Tenant for Life (if any) for the Time being in possession of the said Estates who should have attained the Age of Twenty-one Years, or if there should be no such Tenant for Life then without such Consent: And whereas such of the Estates settled by the Will of the said Testator as are situate in the County of *Devon* contain upwards of Fifty-five thousand Acres, of which Thirty thousand Acres are in *North Devon* and the Remainder thereof in *South Devon*: And whereas, in consequence of the said *Louisa* Lady *Rolle* having exercised the Option given to her by the Testator's Will to occupy his Mansion House at *Bicton*, it is impossible for the said *Mark George Kerr Rolle* to reside there during her Lifetime: And whereas the said *Mark George Kerr Rolle* is of delicate Constitution, and he has been advised by a Physician of Eminence that if possible he ought not to reside permanently in *Devonshire*, especially during the Summer, and that to reside there during the Summer would prove injurious to his Health: And whereas it would be of Advantage to the Persons interested in the said Testator's Estate that the Powers herein-after contained should be given to the Trustees of the said Will, and it is considered that the Object and Intention of the Testator will be secured if the Conditions as to Residence imposed by the said Will are varied as herein-after appearing: And whereas by an Order of the Master of the Rolls made in the said Cause on the Twenty-sixth Day of *May* One thousand eight hundred and sixty-five it was ordered that the said *Mark George Kerr Rolle* should be at liberty, at the Expense of the Testator's Estate, to apply to Parliament for an Act for amending, extending, and enlarging the Powers and modifying the Condition as to Residence contained in the Will of the said Lord *Rolle*, and that a Bill for such Act should be settled by the Judge in Chambers: And whereas in pursuance of the said recited Order of the Twenty-sixth Day of *May* One thousand eight hundred and sixty-five the Chief Clerk of the said Master of the Rolls made a Certificate in the said Cause on the Twenty-seventh Day of *May* One thousand eight hundred and sixty-five, and thereby certified, in pursuance of the said Order, that the Draft of a Bill to be submitted to Parliament for an Act to be entitled *An Act for amending, extending, and enlarging the Powers, and modifying certain Conditions as to Residence, contained in the Will and Codicils of the Right Honourable* John *Lord* Rolle *deceased*, had been settled and approved by the Judge,

Order of Court permitting Application to Parliament for Act, dated 26th May 1865.

Chief Clerk's Certificate approving Draft Bill.

and was identified by his Signature in the Margin thereof, and that the several Instruments, Facts, and Events recited in the Preamble of such Draft Bill, other than the Recital of the Certificate now being stated, had been proved in the said Cause, and the said Certificate was afterwards approved by the said Master of the Rolls, and was filed and became absolute: Wherefore Your Majesty's most dutiful and loyal Subject the said *Mark George Kerr Rolle* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in the present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Provision for Surrenders of determinable Leases, and for granting Leases for Terms absolute.

1. It shall be lawful for the Trustees or Trustee for the Time being of the Will and Codicils of the said *John* Lord *Rolle* to take, from any Person entitled to any Lease for Years determinable on a Life or Lives which shall comprise any Land subject to the Trusts of the said Testator's Will, a Surrender of such Lease, and of the Premises comprised therein, and thereupon to grant or re-demise to the Person making such Surrender the Premises comprised in the Lease so surrendered, or any Part thereof, either alone or jointly with any other Land forming Part of the Estates subject to the Trusts of the said Testator's Will, for a Term of Years absolute, not exceeding Ninety-nine Years, such Term to take effect and commence from the Day of the Date of the Surrender; and in every Lease to be granted under the Power or Authority hereby given shall be reserved the best Rent that can be obtained, having regard to the Value of the Term surrendered; and every Lease to be granted under this Power shall contain such Covenants on the Part of the Trustees and of the Lessees as are proper and necessary, and as are usually inserted in similar Leases of similar Property in the Place where the Land comprised therein is situate, except Covenants for Renewal.

Value of surrendered Lease to be refunded to Estate in Twenty-five Years.

2. Where any Lease shall be granted under the Power contained in the last preceding Clause of this Act, the Trustees or Trustee for the Time being of the said Will and Codicils shall forthwith apply to the Court of Chancery in a summary Way, by Petition or Summons in the said Suit, to determine the Value of the surrendered Lease; and the Trustees or Trustee for the Time being of the said Will shall, in each and every Year, until the Amount which the Court of Chancery shall determine to be the Value of the surrendered Lease shall have been retained by them, retain out of the Rents and Profits of the Estates for the Time being subject to the Trusts of the said Will One equal Twenty-fifth Part of the Amount which the Court of Chancery shall have decided to be the Value of the surrendered Lease, and shall hold and apply the Sums so retained by them upon the

Trusts

Trusts and for the Purposes by the said Will declared of the Money to arise from the Fines for the Renewal of Leases by the said Will authorized.

Power to buy up Leasehold Terms on Annuities.

3. When and so often as any Person entitled for a Term of Years determinable on a Life or Lives, or for a Term of Years absolute, to any Land or Hereditaments of which the Reversion is vested in the Trustees of the said Will upon the Trusts thereof, shall be willing or desirous to sell his Interest therein, and it shall be for the Benefit of the Testator's Estate and of the Parties interested therein that the same should be purchased by the Trustees or Trustee of the said Will, but in consequence of the Age of the Life or Lives on which the Lease is determinable, or the Shortness of the Term, the Trustees or Trustee of the said Will, or the Court of Chancery, if applied to, shall be of opinion that no Part of the Principal Monies held by the said Trustees or Trustee ought to be applied in making such Purchase, it shall be lawful for the Trustees or Trustee for the Time being of the said Will, with the Consent in Writing of the Person for the Time being entitled under the said Will to the Possession of the Estates in the County of *Devon* thereby settled, or to the Rents and Profits thereof, if of full Age, and otherwise at the Discretion of such Trustees or Trustee, to purchase such Term of Years, and the Premises therein comprised, in consideration of an Annuity or annual Payment, to be paid during the Continuance of the Life or Lives on which such Term shall be determinable, or during the then Remainder of the Term, as the Case may be; and when any Lease or Leases shall be purchased in consideration of any such Annuity or annual Payment, the said Trustees or Trustee shall, out of the Rents and Profits of the Estates in the County of *Devon* subject to the Trusts of the said Will, so long as such Annuity or annual Payment shall continue and be payable, retain the Amount of such Annuity or annual Payment, and pay the same to the Person or Persons entitled to receive the same; but the Power hereby given to purchase Terms of Years in consideration of an Annuity or annual Payment is not to prejudice or affect any Power which the Trustees or Trustee of the said Will have under the said Will to invest any Monies forming Part of the Capital of the Testator's Estate in the Purchase of Leases for Lives or for Years determinable on Lives.

Power to sell Quit-rents.

4. It shall be lawful for the Trustees or Trustee for the Time being of the said Will absolutely to sell and dispose of, for such Price or Prices as he or they shall think reasonable, any Chief Rents, Quit-rents, or other Rents payable to them as such Trustees or Trustee in respect of any Lands not subject to the Trusts of the Testator's Will, and to do so either by Public Auction or Private Contract, either to the Person by whom the same shall be payable, or to any other

Person,

Person, and the said Trustees or Trustee may insert any such Stipulations as to Title or Evidence of Title, or otherwise, in any Condition or Contract of Sale, as they or he shall think fit, and may buy in or rescind or vary any Contract for Sale of any such Chief Rent, Quit-rent, or other Rent, and re-sell the same, without being responsible for any Loss occasioned thereby.

Powers of Sale and Exchange.

5. It shall be lawful for the Trustees or Trustee for the Time being of the said Will and Codicils at any Time or Times hereafter, at the Request in Writing of the Person for the Time being entitled by virtue of the said Will to the Possession of or to the Receipt of the Rents and Profits of the Estates in the County of *Devon* devised by the said Will, if of full Age, and during the Minority of any such Person at the Discretion of the said Trustees or Trustee for the Time being, and with the Sanction of the Court of Chancery, to be obtained in the said Suit in a summary Way on Petition or Summons, to dispose of and convey the Hereditaments devised by the said Will upon trust as aforesaid, or any Part thereof, except the said Mansion Houses at *Bicton* and *Stevenstone*, and any Lands situate within One Mile of either of the said Houses, by way of absolute Sale, or in exchange for other Hereditaments situate in the County of *Devon*, and convenient to be held with the Estates subject to the Trusts of the said Will, or any Part thereof, and upon any such Exchange to give or receive any Money for Equality of Exchange; and any Sale made under the Power hereby given may be made by Public Auction or Private Contract, and the Trustees or Trustee acting in the Execution of this Power may insert any Stipulations as to Title or Evidence of Title, or otherwise, in any Conditions or Contract of Sale or Exchange, as they or he shall think fit, and may buy in or rescind or vary any Contract for Sale of any Hereditaments, and re-sell the same, without being responsible for any Loss occasioned thereby; and for the Purpose of effecting any such Sale or Exchange it shall be lawful for the said Trustees or Trustee for the Time being absolutely to revoke all or any of the Limitations, Trusts, Powers, or Provisoes limited, expressed, and declared in and by the said Will and Codicils of the said *John* Lord *Rolle*, or under the Exercise of any Power therein contained, save and except any Leases granted under any Power of Leasing contained in the said Will, or this Act, or under the said Order of the Twenty-seventh of *February* One thousand eight hundred and sixty-four, and any Sale or Exchange under this Power may be made subject to any Rights or Easements in, over, or upon the Hereditaments sold or exchanged, or with any Rights or Easements in, over, or upon any other Part or Parts of the said Hereditaments, as to the Trustees or Trustee acting in the Execution of this Power may seem fit, and the Purchaser or Person taking under any Exchange may be required to enter into any Covenants, or be

subject

subject to any Restrictions of any Description, which the said Trustees or Trustee may deem expedient; and the Assurance of the Premises sold or exchanged may be made in such Manner or Form as may be deemed expedient for giving Effect to any such Exception, Reservation, or Restriction; and it shall be lawful for the Trustees or Trustee acting in the Execution of the aforesaid Power of Sale or Exchange to apply any Money to arise from any Sale or Exchange in Payment of any Sum payable by them or him for Equality of Exchange, and also to raise, by Mortgage of the Hereditaments received in Exchange, or any Part thereof, any Monies by them or him agreed to be paid for Equality of Exchange.

Application and Investment of Monies received on Sales and Exchanges.

6. The Trustees or Trustee for the Time being of the said Will shall lay out and invest any Monies which shall arise from any Sale or Exchange effected under the Powers of this Act, and which shall not under any of the Powers herein contained be otherwise applied, in the Purchase of Estates of Inheritance in Fee Simple, or of Copyhold Hereditaments for a Customary Estate of Inheritance in Fee Simple, yet so that every such Purchase be made with the Consent of the Person whose Request is hereby made necessary to the Exercise of the said Power of Sale and Exchange, if of full Age, or during his Minority at the Discretion of the said Trustees or Trustee; and all the Hereditaments so to be purchased or received in Exchange as aforesaid shall be conveyed unto and to the Use of the Trustees or Trustee for the Time being of the said Will, their or his Heirs and Assigns, nevertheless upon the Trusts, and with, under, and subject to such and the same Powers, Provisoes, and Declarations, as the Estates in the County of *Devon* then vested in the said Trustees or Trustee upon the Trusts of the said Will are then subject under or by virtue of the said Will and Codicils of the said *John* Lord *Rolle*, and this Act, or the conjoint Operation thereof, or as near thereto as the Deaths of Parties, the Nature of the Tenure, and other Circumstances will permit; and any Hereditaments which may be purchased or received in Exchange as aforesaid may be taken subject to any special Conditions or Stipulations as to Title or otherwise, if the Trustees or Trustee purchasing or receiving the same Hereditaments shall see fit; and until the Monies arising by such Sales and Exchanges as aforesaid shall be applied for any of the Purposes to which they are by this Act authorized to be applied the same shall, by or under the Direction of the Court of Chancery, to be obtained in the said Suit on Petition or Summons, be laid out in the Name of the Accountant General of the Court of Chancery in the Purchase of Exchequer Bills, and the Exchequer Bills so purchased shall be carried to the Credit of the said Suit, to an Account entitled "In the Matter of the *Rolle* Estate Act;" and the Interest of such Exchequer Bills, and the Money received for the same when paid off by Government,

ment, shall be laid out by the said Accountant General in his Name in the Purchase of other like Bills, and shall remain there until required for any such Purpose as authorized by this Act, and when required for any such Purpose the same or a competent Part thereof shall, upon a Petition to be presented to the said Court in the said Suit by the Tenant in possession of the Estates in the County of *Devon* subject to the Trusts of the said Will, be ordered to be sold; and if the Money to arise from the Sale of any such Exchequer Bills shall exceed the Amount of the Money originally laid out in the Purchase of the same then and in that Case the Surplus which shall remain after discharging the Expense of the Applications to the Court with reference thereto shall be paid to such Person as would, if the Lands from the Sale or Exchange of which the Money invested in such Exchequer Bills originally arose had not been sold or exchanged, have been for the Time being entitled to the Rents and Profits thereof.

Power to lay out Roads, &c.

7. It shall be lawful for the Trustees or Trustee for the Time being of the said Will from Time to Time, with the Sanction of the said Court of Chancery, to be obtained in the said Suit in a summary Way on Petition or Summons, to lay out or appropriate any Part or Parts of the Hereditaments in the County of *Devon* for the Time being subject to the Trusts of the said Will for Roads, Paths, Squares, Gardens, or other open Spaces, Sewers, Drains, or Watercourses, or other Works of Accommodation or Convenience, either to be dedicated to the Public or not, and to make, construct, and complete any such Roads, Paths, Squares, Gardens, Sewers, Drains, or Watercourses, or other Works, and to do all such Things for effectuating the aforesaid Appropriation, as shall be considered necessary or expedient, and out of any Monies for the Time being in their or his Hands, and liable to be invested in the Purchase of Hereditaments to be settled upon the Trusts of the said Will, to pay all the Costs, Charges, and Expenses of laying out, appropriating, building, constructing, and completing any Roads, Paths, and other Works hereby authorized to be made and constructed.

Provisions as to Residence at Bicton and Stevenstone.

8. Notwithstanding the Condition or Requisition in the said Will contained requiring that the Person entitled in possession shall reside in the Summer of every Year alternately at *Stevenstone* and at *Bicton*, and imposing a Forfeiture on any Person neglecting or making default to comply with the aforesaid Condition, from and after the passing of this Act it shall be sufficient for the said *Mark George Kerr Rolle* to reside during the Lifetime of the said *Louisa* Lady *Rolle* at *Stevenstone* for not less in the whole than Three Months in each Year, at any Period of the Year, and after the Death of the said *Louisa* Lady *Rolle* to reside in alternate Years at

at *Bicton* and *Stevenstone* for not less in the whole than Three Months in each Year, and it shall be sufficient for any infant Tenant for Life or in Tail entitled in possession under the said Will, during so much of his Minority as shall be occupied in Education at any School or University, to reside every Year either at *Bicton* or *Stevenstone* for that Portion of the Summer during which the Terms of the School or University at which he shall be shall not render Absence from *Devonshire* necessary; and so long as the said *Mark George Kerr Rolle*, or any infant Tenant for Life or in Tail entitled in possession under the said Will shall reside at *Stevenstone* or *Bicton*, in accordance with the Directions in this Act contained, no Forfeiture shall be incurred by him by reason of any Neglect or Default on his Part to perform the Condition or Requisition as to Residence contained in the said Will, and the Condition or Requisition as to Residence contained in the said Will shall be taken to be and shall be satisfied by Residence in accordance with this Clause.

Trustees Receipts to be effectual Discharges.

9. Every Receipt in Writing of the Trustees or Trustee for the Time being of the said Will and Codicils of the said *John* Lord *Rolle* shall be an effectual Discharge for any Money which shall be therein expressed to be received, and which shall be paid to him or them under or by virtue of this Act, or any of the Powers herein contained, and the Person or Persons taking such Receipt shall not be bound to see to the Application, or be answerable for the Loss, Misapplication, or Nonapplication of the Monies which in such Receipt or Receipts shall be expressed to be received.

Expenses of Act.

10. The Costs and Expenses of and attending the obtaining and passing of this Act shall be paid either out of any Monies which shall arise from any Sale or Exchange effected under the Powers of this Act, or out of any other Monies which are or shall be liable to be laid out in the Purchase of Hereditaments to be settled upon the Trusts of the said Will.

General Saving.

11. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, (other than and except the said *Louisa* Lady *Rolle*, and *Mark George Kerr Rolle* and Lady *Gertrude Jane Rolle* his Wife, and the First and every Son of the said *Mark George Kerr Rolle* and the Heirs Male of the Body of every such Son, and the said *Walter Rodolph Trefusis*, and his First and every Son and the Heirs Male of the Body of every such Son, and the said *Charles Henry Rolle Trefusis*, and *Charles John Robert Trefusis* and *Henry Walter Trefusis*, and the Heirs Male of the Body of the said *Charles John Robert Trefusis*, and the Heirs Male of the Body of the said *Henry Walter Trefusis*, and every other Son born or hereafter to

be

be born of the said *Charles Henry Rolle Trefusis* and the Heirs Male of the Body of every such Son, and the said Reverend *George de Carteret Guille* and *Sophia* his Wife, *Frederick Haworth* and *Louisa* his Wife, and all Persons claiming or to claim through the said several Persons or any of them, the Right Honourable *Charles Rodolph Trefusis* Baron *Clinton*, *Charles Henry Rolle Trefusis*, the Right Honourable *William Henry Walter Montague Douglas Scott* commonly called the Earl of *Dalkeith*, and the Right Honourable *William Thomas Spencer* Earl *Fitzwilliam*, and all other the Trustees or Trustee of the said Indenture of Settlement of the Fifth of *October* One thousand eight hundred and sixty, the said Right Honourable *Charles Rodolph Trefusis* Baron *Clinton*, the said Right Honourable *John Buller* Lord *Churston*, and Sir *George Stucley Stucley*, and all other the Trustees or Trustee of the said Will and Codicils of the said *John* Lord *Rolle*, and all other Persons to whom any Estate, Right, or Interest has been granted, devised, or limited, or has descended or devolved, or shall descend or devolve, under the Uses, Limitations, or Trusts of the said Will or Codicils of the said *John* Lord *Rolle*,) all such Estate, Right, Title, Interest, Claim, and Demand, in and to or out of the Estates and Hereditaments devised by or now subject to the Uses and Limitations of or Trusts declared by the said Will and Codicils respectively concerning the Estates devised by the said Will and Codicils respectively, or any Part thereof, as they or any of them respectively had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

Short Title.

12. In all Documents and in all legal and other Proceedings this Act may be described or referred to as "The *Rolle* Estate Act, 1865."

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

13. This Act shall not be a Public Act, but 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.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.