ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

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of *Bishop's Hull* in the County of *Somerset*, Esquire, and *Coryndon Luxmoore* of *Bridestowe* in the said County of *Devon*, Clerk, of the Third Part, *John Exley* of *Furnival's Inn* in the City of *London*, Gentleman, of the Fourth Part, and *Luff Stocker* of *Furnival's Inn* aforesaid, Gentleman, of the Fifth Part, and by a Common Recovery suffered in or as of *Michaelmas* Term in the Forty-ninth Year of the Reign of His late Majesty King *George* the Third, in which the said *Luff Stocker* was Demandant, the said *John Exley* Tenant, and the said *Calmady Pollexfen Hamlyn* and *Fanny Bedford* his Wife Vouchees, divers Messuages, Lands, and Hereditaments situate in the several Parishes of *Bridestowe*, *Thrushelton*, and *Sourton* in the said County of *Devon*, and in the said Indentures particularly described, and by the said Indentures of Lease and Release divers Messuages, Lands, and Hereditaments situate in the Parish of *Poundstock* in the County of *Cornwall*, also in the said Indentures particularly described, were limited, settled, and assured to the Use of the said *Calmady Pollexfen Hamlyn* and his Assigns during his Life, with a Limitation to the Use of the said *Francis Freke Gunston* and *Coryndon Luxmore* and their Heirs during the Life of the said *Calmady Pollexfen Hamlyn*, upon trust to support the contingent Estates therein-after limited, with Remainder to the Use and Intent that the said *Fanny Bedford Hamlyn* and her Assigns, in case she should survive the said *Calmady Pollexfen Hamlyn*, might after his Decease, and thenceforth during the Term of her natural Life, receive and take from and out of the said Hereditaments One annual Sum or yearly Rent-charge of Two hundred Pounds, to be payable and paid on or at the Days or Times in the said Indenture of Release mentioned, and, subject to the said annual Sum or yearly Rent-charge, and to the usual Powers for the Recovery and enforcing Payment of the same, to the Use of the said *Peter Ilbert* and *John Rowe*, their Executors, Administrators, and Assigns, for the Term of One hundred Years thence next ensuing, upon the usual Trusts for better securing the due Payment of the said annual Sum or yearly Rent-charge, and from and after the Determination of the said Term of One hundred Years, and in the meantime subject thereto and to the Trust thereof, to the Use of such One Son of the said *Calmady Pollexfen Hamlyn* on the Body of the said *Fanny Bedford* his Wife lawfully begotten and to be begotten, and in such Manner and Form, and for such Estate or Estates, Interest or Interests, and with such Directions for Maintenance, Education, and Advancement, and to vest at such Age or Ages, Day or Days, and upon such Contingencies, and under and subject to such Conditions, Restrictions, and Provisions, as the said *Calmady Pollexfen Hamlyn* by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, such new Appointment to be in favour of some One of the Objects of the Power in recital, to be executed and attested as therein mentioned, or by his last Will or Testament in Writing, or any Writing purporting to be or in the Nature of his last Will and Testament, or any Codicil or Codicils thereto, to be respectively signed and published by him in the Presence of and to be attested in his Presence by Three or more credible Witnesses, should direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, and subject thereto, to the Use of the First, Second, Third, Fourth, Fifth,

Fifth, and all and every other the Son and Sons of the said *Calmady Pollexfen Hamlyn* on the Body of the said *Fanny Bedford Hamlyn* his Wife begotten and to be begotten, severally and successively according to Seniority of Age and Priority of Birth in Tail General, with divers Remainders over: And whereas the said *Calmady Pollexfen Hamlyn* duly signed and published his last Will and Testament in Writing, bearing Date on or about the Seventeenth Day of *August* One thousand eight hundred and forty-three, and, after devising all his Messuages, Lands, and Hereditaments situate and being at *Fitzhead* in the County of *Somerset* unto his said Wife *Fanny Bedford Hamlyn*, her Executors, Administrators, and Assigns, he thereby gave and devised all his Capital Messuage or Mansion House, Barton, Farm, and Demesne Lands called *Pascoe* or *Paschoe*, situate and being in the Parish of *Colebrooke*, and all his Capital Messuage or Mansion House, Barton, Farm, and Lands called *Appledore*, situate and being in the Parish of *Bow* otherwise *Nymet Tracy*, and all his Messuages and Lands called *Fords Vellett Cott*, *Tozers Woods* or *Greenwoods*, and *Wonston*, situate and being in the Parishes of *Colebrooke* and *Bow* otherwise *Nymet Tracy*, all in the said County of *Devon*, and all other his Messuages, Lands, Hereditaments, and Real Estate, whatsoever and wheresoever, of or to which he was or at his Decease might be seised or entitled, and which were not therein otherwise disposed of, (except such Estates as were held by him upon trust or by way of Mortgage, and were therein-after otherwise disposed of, with their several Rights, Members, and Appurtenances,) unto *William Karslake* of *Dolton* in the said County of *Devon*, Clerk, and *John Marshall* of *Barnstaple* in the same County, Banker, their Heirs and Assigns, to, upon, and for the Uses, Trusts, Intents, and Purposes, and with and subject to the Powers therein-after declared and contained thereof; and in pursuance and by force and virtue of the Power and Authority to him for that Purpose given or reserved by the said Indenture of Release of the Second Day of *September* One thousand eight hundred and eight, and of all other Powers and Authorities whatsoever enabling him in that Behalf, he thereby directed, limited, appointed, gave, and devised all those Parts and Shares of and in the Manor of *Sourton* in the Parish of *Sourton* in the County of *Devon*, and all the Capital Messuage or Mansion House called *Leawood*, situate and being in the Parish of *Bridestowe*, and all the Messuages, Lands, and Hereditaments situate and being in the Parishes of *Bridestowe*, *Sourton*, *Thrushelton*, *Bratton Clovelly*, *Petertavy*, *Lidford*, and *Okehampton*, all in the County of *Devon*, and *Poundstock* in the County of *Cornwall*, and all other the Messuages, Lands, and Hereditaments, and Parts and Shares of Messuages, Lands, and Hereditaments, comprised in or subject to the Limitations of the said Indenture of Settlement, and all other the Hereditaments and Real Estates over which he then had or at his Decease might have any disposing Power, with their several Rights, Members, and Appurtenances, to, upon, and for the Uses, Trusts, Intents, and Purposes, and with and subject to the Powers therein-after declared and contained thereof; (that is to say,) as to all the said devised and appointed Real Estates, to the Use of the said *William Karslake* and *John Marshall*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon the Trusts therein-after declared of or concerning the same, and herein recited; and from and after the Expiration or sooner

Will of C. P. Hamlyn, Esq. dated 17th Aug. 1843.

sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of his Son *Shilston Calmady Hamlyn* and his Assigns during his Life, without Impeachment of Waste (except voluntary Waste in Houses and Buildings); Remainder to the Use of the said *William Karslake* and *John Marshall*, their Heirs and Assigns, during the Life of the said *Shilston Calmady Hamlyn*, upon trust to support the contingent Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Shilston Calmady Hamlyn* in Tail Male; Remainder to the Use of the Second and every other Son of the Body of the said *Shilston Calmady Hamlyn* severally and successively according to Priority of Birth in Tail Male; Remainder to the Use of his the said Testator's Daughter *Frances Elizabeth Hamlyn* and her Assigns during her Life, without Impeachment of Waste (except voluntary Waste in Houses and Buildings); Remainder to the Use of the said *William Karslake* and *John Marshall*, their Heirs and Assigns, during the Life of the said *Frances Elizabeth Hamlyn*, in trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Frances Elizabeth Hamlyn* in Tail Male; Remainder to the Use of the Second and every other Son of the Body of the said *Frances Elizabeth Hamlyn*, severally and successively according to Priority of Birth in Tail Male; Remainder to the Use of his the said Testator's Daughter *Ellen Mary Hamlyn* and her Assigns during her Life without Impeachment of Waste (except voluntary Waste in Houses and Buildings); with Remainder to the Use of the said *William Karslake* and *John Marshall*, their Heirs and Assigns, during the Life of the said *Ellen Mary Hamlyn*, upon Trust to support the contingent Uses and Estates therein-after limited; Remainder to the Use of the First Son of the Body of the said *Ellen Mary Hamlyn* in Tail Male; Remainder to the Use of the Second and every other Son of the Body of the said *Ellen Mary Hamlyn*, severally and successively according to Priority of Birth in Tail Male; Remainder to the Use of *Fanny Gertrude*, the Daughter of his the said Testator's Son the said *Shilston Calmady Hamlyn* by *Sarah* his Wife, in Tail Male; Remainder to the Use of the Second and every other Daughter of the Body of the said *Shilston Calmady Hamlyn*, severally and successively according to Priority of Birth in Tail Male; Remainder to the Use of the First Daughter of the Body of the said *Frances Elizabeth Hamlyn* in Tail Male; Remainder to the Use of the Second and every other Daughter of the Body of the said *Frances Elizabeth Hamlyn*, severally and successively according to Priority of Birth in Tail Male; Remainder to the Use of the First Daughter of the Body of the said *Ellen Mary Hamlyn* in Tail Male; Remainder to the Use of the Second and every other Daughter of the Body of the said *Ellen Mary Hamlyn*, severally and successively according to Priority of Birth in Tail Male; with Remainder to the Use of the Testator's own right Heirs; and the said Testator thereby declared that his Real Estates thereby devised and limited to the said *William Karslake* and *John Marshall*, their Executors, Administrators, and Assigns, for the said Term of Five hundred Years, were so devised and limited to them upon trust that in case his residuary Personal Estate therein-after disposed of, and the Monies to arise therefrom, should prove insufficient for the Payment of all his just

just Debts and Funeral and Testamentary Expenses, and the Legacies and Annuity thereby given, or to be given by any Codicil thereto, they the said *William Karslake* and *John Marshall*, or their Assigns, or the Survivor of them, his Executors, Administrators, or Assigns, should, by and out of the Rents, Issues, and Profits of the Real Estate and Premises comprised in the said Term of Five hundred Years, or by demising, mortgaging, or selling the same or any Part thereof, or by other the Ways or Means therein mentioned, levy and raise and satisfy so much and such Part of his just Debts and Funeral and Testamentary Expenses, and the Legacies and Annuity by him given and to be given as aforesaid, as his residuary Personal Estate, and the Monies to arise therefrom, should prove insufficient to satisfy, and with a Proviso for Cesser of the said Term of Five hundred Years when the Trusts thereof should be fully performed or otherwise satisfied or discharged, or should become unnecessary, or incapable of taking effect, and the Trustees thereof should have received their Expenses of or attending the Execution of the Trusts of the same; and in the said Will is contained a Power enabling the said *Shilston Calmady Hamlyn* to charge the said Hereditaments with a Jointure not exceeding Two hundred Pounds *per Annum* in favour of *Sarah* his then and now Wife, and any future Wife; and the said Testator thereby declared, that the Devise and Limitation to and in favour of his said Son *Shilston Calmady Hamlyn* of and in his said devised and appointed Real Estates had been so made by him upon this express Condition, that the said *Shilston Calmady Hamlyn* should lay out and expend, yearly and every Year, for and during the first Fourteen Years immediately from and after his (the said Testator's) Decease, the Sum of Two hundred Pounds in the rebuilding, repairing, and restoring the Dwelling House, Outhouses, and Offices at *Paschoe* aforesaid; and he directed that his said Son should, on Demand made to him by the said *William Karslake* and *John Marshall*, or the Survivor of them, or the Trustees or Trustee for the Time being of his said Will, produce unto them or him sufficient and proper Estimates, Vouchers, and Receipts for the same, and such other satisfactory Proof as they or he should require touching the same, and that in case his said Son should upon an Average of Years fail to expend the said annual Sum of Two hundred Pounds in such rebuilding, repairing, and Restoration of the said Dwelling House, Outhouses, and Offices at *Paschoe* aforesaid, and should neglect or fail to produce to his said Trustees as aforesaid such Estimates, Vouchers, and Receipts as aforesaid, after Sixty Days Notice given to him by the said Trustees for that Purpose, and to give such other satisfactory Proof as his said Trustees should require, then he thereby declared that the Limitation aforesaid of and in his said devised and appointed Real Estates unto and in favour of his said Son *Shilston Calmady Hamlyn* should cease and determine, in the same Manner as if he were actually dead; and after providing for the Maintenance, Education, and Advancement of any Person or Persons who should by virtue of or under the Devises or Limitations thereinbefore contained be for the Time being entitled to the Real Estates thereby devised and limited for an Estate Tail Male in possesion, or in remainder immediately expectant upon the said Term of Five hundred Years, during their, his, or her Minority, and for the Application of such Part of the Rents and Profits of the said Hereditaments as

should not be so applied in the Manner in the said Will mentioned, and empowering the several Persons thereby made successive Tenants for Life as aforesaid to grant such Leases as therein mentioned, and empowering the said *William Karslake* and *John Marshall*, and their Assigns, and the Survivor of them, his Heirs and Assigns, at and by such Request and Direction as therein mentioned, to dispose of, either by way of Sale or in Exchange, all or any Part or Parts of the Real Estates thereby devised (except the said Messuages, Farms, and Lands called *Pascoe* otherwise *Paschoe* and *Appledore* and *Leawood*), or any Hereditaments to be acquired in lieu thereof, and directing the said *William Karslake* and *John Marshall*, or their Heirs, or the Survivor of them, his Heirs or Assigns, to apply the Monies to arise by such Sales, or to be paid for Equality of Exchange, in or towards Discharge of any Monies or other Incumbrances then charged or affecting the same Estates, and to invest the Residue of such Monies, or the whole thereof, as the Case might be, in the Purchase of other Hereditaments, to be settled to the same Uses, the said Testator declared it to be his Will, that all Persons who should become entitled in possession under the Devises or Limitations contained in the said Will, or any of them, to the aforesaid Real Estates, should, immediately on becoming so entitled, confirm all the Grants, Demises, Leases, and Agreements for Grants, Demises, and Leases, which he might have made or entered into concerning the same or any Part or Parts thereof; and the said Testator thereby also provided and directed, that his Children or Issue who might be entitled under the said Indenture of Settlement to any of the Estates thereby devised and appointed, or any Interest therein, should, with all convenient Speed after his Decease, at the Expense of his Personal Estate and Effects, confirm his said Will by all such Deeds and Assurances as the Trustees or Trustee for the Time being under his said Will should reasonably require; and in case any of his Children should refuse to confirm his said Will, then he revoked and made void all the Devises and Bequests thereby made to or in favour of each of them so refusing, and his or her Issue; and after bequeathing certain Plate, and several pecuniary Legacies or Sums of Money, and an Annuity of Ten Pounds, to the Persons therein respectively mentioned, the said Testator gave and bequeathed all the Rest and Residue of his Personal Estate and Effects unto his said Son the said *Shilston Calmady Hamlyn*, his Executors, Administrators, and Assigns, for his and their own Benefit, subject nevertheless to and charged with the Payment of all his just Debts and Funeral and Testamentary Expenses, and the several Legacies and Annuity he had therein given; and the said Testator thereby appointed his said Son *Shilston Calmady Hamlyn* Executor of his said Will: And whereas the said *Calmady Pollexfen Hamlyn* the Testator departed this Life on or about the Eighteenth Day of *July* One thousand eight hundred and forty-six, without having altered or revoked his said Will so far as regards the Hereditaments thereby devised and appointed as aforesaid, leaving the said *Shilston Calmady Hamlyn* his only surviving Son and Heir at Law; and on the Twenty-seventh Day of *August* One thousand eight hundred and forty-six the said Will, with Two several Codicils thereto, was duly proved by the said *Shilston Calmady Hamlyn* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas there was Issue of the said

Calmady Pollexfen Hamlyn and *Fanny Bedford* his Wife *Calmady Pollexfen Hamlyn* the younger, their First and eldest Son, and the said *Shilston Calmady Hamlyn*, their Second Son: And whereas the said *Calmady Pollexfen Hamlyn* the younger departed this Life on or about the Twenty-first Day of *May* One thousand eight hundred and thirty-seven, without Issue, and without having been married: And whereas by an Indenture dated on or about the Twenty-second Day of *March* One thousand eight hundred and forty-seven, and enrolled in the High Court of Chancery on the Twenty-sixth Day of the same Month, and made between the said *Shilston Calmady Hamlyn* of the one Part, and the said *William Karslake* and *John Marshall* of the other Part, the said *Shilston Calmady Hamlyn*, in compliance with the Direction in that Behalf contained in the said recited Will of the said *Calmady Pollexfen Hamlyn* his Father, deceased, did grant, release, and confirm unto the said *William Karslake* and *John Marshall*, and their Heirs, all and every the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises comprised in, and limited, settled, and assured as aforesaid by the said recited Indentures of Lease and Release of the First and Second Days of *September* One thousand eight hundred and eight, and the said Common Recovery suffered as aforesaid in pursuance thereof, and all and every other (if any) the Messuages, Farms, Lands, Tenements, and Hereditaments, and Parts or Shares of Messuages, Farms, Lands, Tenements, and Hereditaments, comprised in or subject to the Limitations of the same Indenture of Release, and appointed or devised, or expressed and intended to be appointed or devised, as aforesaid, by the said recited Will of the said *Calmady Pollexfen Hamlyn* the Testator, deceased, with their and every of their Rights, Members, and Appurtenances, to hold the same unto the said *William Karslake* and *John Marshall*, and their Heirs, subject, as to such of the said Hereditaments as were charged therewith, to the said Jointure Rent-charge of Two hundred Pounds by the said Indenture of Release limited to the said *Fanny Bedford Hamlyn* during her Life, and to the said Powers, and the said Term of One hundred Years, and the said Trusts thereof for securing the same, but as to all the said Hereditaments and Premises freed and discharged of and from the Estate Tail of him the said *Shilston Calmady Hamlyn* therein, and all Reversions and Remainders, Estates, Rights, Titles, Interests, and Powers expectant or depending upon or to take effect after the Determination or in defeasance of such Estate Tail, and to the Use, Intent, and Purpose to confirm all the Grants, Demises, and Leases and Agreements for the same which the said *Calmady Pollexfen Hamlyn* the elder had made or executed of or concerning the said Hereditaments thereby conveyed and assured, or any of them, or any Part or Parts thereof, so far as the same Grants, Demises, and Leases and Agreements respectively by and under his said recited Will were directed and ought to be confirmed, but no further or otherwise; and, subject and without Prejudice as aforesaid, to, upon, and for the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Directions, and Declarations, in and by the said recited Will of the said *Calmady Pollexfen Hamlyn* the Testator declared, expressed, and contained of or concerning the same Hereditaments and Premises, or such and so many of the said Uses, Trusts, Intents, and Purposes, Powers, Directions, and Declarations, as were then subsisting undetermined

Indenture dated 22d March 1847.

mined and capable of taking effect or being exercised: And whereas on or about the Twenty-fifth Day of *March* in the Year One thousand eight hundred and forty-one the said *Shilston Calmady Hamlyn* (being then a Bachelor) intermarried with *Sarah* his now Wife, then *Sarah Carter* Spinster: And whereas there has been Issue of the said *Shilston Calmady Hamlyn* Three Daughters, namely, the said *Fanny Gertrude Hamlyn*, who was born in or about the Month of *August* One thousand eight hundred and forty-two, the said *Susan Emily Hamlyn*, who was born in or about the Month of *June* One thousand eight hundred and forty-five, *Honor Elizabeth Hamlyn*, who was born in or about the Month of *August* One thouasnd eight hundred and forty-six, and One Son, namely, *Shilston Calmady Hamlyn*, who was born in or about the Month of *April* One thousand eight hundred and forty-eight: And whereas the said *Honor Elizabeth Hamlyn* died in or about the Month of *May* One thousand eight hundred and forty-seven: And whereas the said *Frances Elizabeth Hamlyn* and *Ellen Mary Hamlyn*, the Two Daughters of the said *Calmady Pollexfen Hamlyn* and *Fanny Bedford* his Wife, are respectively now living and unmarried, and they have severally attained the Age of Twenty-one Years: And whereas, pursuant to the Condition or Direction contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father, as aforesaid, the said *Shilston Calmady Hamlyn* the Father, during the Year immediately succeeding the Death of the said *Calmady Pollexfen Hamlyn* the Father, expended and laid out the Sum of Two hundred Pounds and upwards in the rebuilding and restoring certain of the Outbuildings belonging to the said Mansion House at *Paschoe* aforesaid: And whereas the said Mansion House at *Paschoe* has not been occupied as a Family Residence for the last Twenty-five Years and upwards, and upon an Examination thereof recently made by an experienced Architect and Surveyor it has been ascertained, that, partly from Age and Decay, and partly from bad and imperfect original Construction, the said Mansion House is, and such of the Offices and Outbuildings as have not been rebuilt or restored by the said *Shilston Calmady Hamlyn* the Father as aforesaid are, in a most ruinous and dilapidated State, and that it will be absolutely necessary, in any event, totally to pull down the same: And whereas it would not be possible by an annual Expenditure of Two hundred Pounds for a Term of Thirteen Years, in case the said *Shilston Calmady Hamlyn* the Father should so long live, to rebuild a Mansion House suitable to the Estate and fit for Habitation, and in case the said *Shilston Calmady Hamlyn* the Father should die before the Expiration of the said Term of Thirteen Years all Expenditure for the Purposes of such building, under the Condition or Direction contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father, would absolutely cease from the Period of the Decease of the said *Shilston Calmady Hamlyn* the Father: And whereas it is estimated that a new and suitable Mansion House, together with such Offices and Outbuildings as may be required, in addition to those rebuilt or restored by the said *Shilston Calmady Hamlyn* the Father, may be erected at an Expense of about Three thousand five hundred Pounds: And whereas the Situation of the existing Mansion House is very low, damp, and unhealthy, and such Disadvantages would be altogether avoided if the new Mansion House were to be erected on a higher and more healthy Site in the Neighbourhood, and within a very short Distance

Distance of the present Site, and the existing Outbuildings already rebuilt and restored by the said *Shilston Calmady Hamlyn* the Father, as aforesaid, would be available for Use with such new Mansion House: And whereas the Drainage of the Lands in the immediate Neighbourhood of the said Mansion House would be greatly improved, and the Value thereof increased, if an increased Fall were afforded by the Removal of a certain Water-mill and Milldam of small Value called *Ford Mill*, and standing partly on the said Estate called *Ford* and partly on the said Estate called *Paschoe*, respectively devised by the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, and near to the said Mansion House: And whereas it would be greatly to the Advantage of the Persons who are now or may become interested under the Limitations contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, and the said *Shilston Calmady Hamlyn* the Father, and also the said *Frances Elizabeth Hamlyn* and *Ellen Mary Hamlyn*, being all the Persons interested under the said Will who are now in existence and capable of consenting, are desirous that the Mansion House to be rebuilt at *Paschoe* aforesaid should be built, under the Direction and subject to the Approval of the Court of Chancery, upon a higher and more healthy Site forming Part of the same Estate, and within a short Distance of the existing Site, and that the said Water-mill and Milldam should be pulled down, and that a Sum of Money sufficient for those Purposes, and for the Payment of the other Costs and Expenses in relation thereto, should be raised by Mortgage of the said Estates devised by the said Will, or a competent Part thereof, and that such Provision should be made for the Payment of the annual Interest on the Money so to be raised, and the gradual Discharge of the Principal, as is herein-after contained: And whereas, by reason of the Limitations contained in the said Will of the said *Calmady Pollexfen Halmyn* the Father deceased, the beneficial Object and Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Shilston Calmady Hamlyn* the Father, for and on behalf of himself and his infant Children, the said *Shilston Calmady Hamlyn* the Son, *Fanny Gertrude Hamlyn*, and *Susan Emily Hamlyn*, and the said *Frances Elizabeth Hamlyn* and *Ellen Mary Hamlyn*, do severally most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *William Karslake* and *John Marshall*, and the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby required and directed, within Two Years next after the passing of this Act, or within such Time as the High Court of Chancery shall from Time to Time order or direct, to cause the said present Mansion House at *Paschoe* aforesaid, and such of the Offices and Outbuildings, Garden and other Walls belonging thereto as cannot be used and enjoyed with the new Mansion House hereby authorized to be erected and built, and also the said Water-mill and the Milldam, and all Weirs and Flood-gates belonging to the same, to be pulled down and removed, and to cause such Parts of the Building

Trustees to pull down present Mansion and Offices;

Materials of the same as it shall be deemed proper so to use to be used in or towards the building such new Mansion House as hereinafter mentioned, and the Offices for the same.

and to build new House and Offices.

II. And be it enacted, That it shall be lawful for the said *William Karslake* and *John Marshall*, and the Survivor of them, and the Executors or Administrators of such Survivor, or such Trustees or Trustee as aforesaid, and they and he are and is hereby authorized and required, within Two Years next after the passing of this Act, or within such Time as the said Court of Chancery shall from Time to Time order or direct, to cause to be erected, built, made, and completed, upon some Part of the said Estate called *Paschoe* devised as aforesaid by the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, to be approved of by the said Court of Chancery, and not exceeding Four hundred and fifty Yards from the Site of the present Mansion House, a new Messuage or Mansion House, and to rebuild such of the present Offices, Outbuildings, Yards, and Garden Walls, and to erect, build, make, and complete such new Offices and Outbuildings, Yards, Gardens, and Pleasure Grounds, as shall be proper and suitable to be held and occupied with the said new Messuage or Mansion House, and for effecting the Purposes aforesaid to retain, hire, or employ such Builders, Bricklayers, Carpenters, Artificers, and Workmen as shall be necessary, and at such Salaries or Wages as they or he shall deem reasonable, and to enter into such Contract or Contracts as may be deemed advisable; and that the pulling down and removing of the present Mansion House, Outbuildings, and Offices, Yards, Gardens, and Pleasure Grounds, and the said Water-mill, Milldam, Weirs, and Flood-gates, hereby authorized to be pulled down and removed, or any of them, or any Part thereof, or the erecting, building, making, and completing of the new Mansion House, Offices, Outbuildings, Yards, Gardens, and Pleasure Grounds hereby authorized to be erected, built, and made, shall not be deemed Waste, Spoil, or Destruction, at Law or in Equity: Provided always, that the Costs, Charges, and Expenses to be incurred in pulling down and removing the present Mansion House, Offices, and Outbuildings, Yards and Gardens, Water-mill, Milldam, Weirs, and Flood-gates, hereby authorized to be pulled down and removed, and erecting and building, making and completing, the said new Mansion House, and the said new and other Offices, Outbuildings, Yards, Gardens, and Pleasure Grounds hereby authorized to be erected, built, and made, and to be paid for out of Monies to be levied or raised under the Authority of this Act, shall not exceed the Sum of Three thousand five hundred Pounds: Provided also, that all the Works to be executed and to be paid for with Monies to be raised under the Powers of this Act shall be approved of by the Order of the said Court of Chancery, to be from Time to Time obtained for that Purpose in the Manner herein-after mentioned.

Pulling down the present Mansion and Offices not to be deemed Waste.

Sum to be expended in pulling down present Mansion and Offices, and building new ones, not to exceed 3,500*l.*

Works to be approved by the Court of Chancery.

Old Materials not used in new Buildings to be sold.

III. Provided always, and be it enacted, That it shall be lawful for the said *William Karslake* and *John Marshall*, and the Survivor of them, his Executors or Administrators, and other the Trustees or Trustee acting in execution of the Powers of this Act, to sell and dispose of such Parts of the Materials of the said present Mansion House, Offices, or Outbuildings, Water-mill, Milldam, Weirs, and Flood-gates, hereby authorized

authorized to be pulled down, as it shall not be deemed expedient to use in the building of such new Mansion House as aforesaid, or the Offices or Outbuildings thereto, by public Auction or private Contract, and in such Lots or Parcels, as they or he shall think fit, and to apply the Monies arising from such Sale or Sales in the same or the like Manner as the Monies to be raised on Mortgage as herein-after mentioned are directed to be applied.

Trustees to raise Money on Mortgage for the Purposes of the Act, under the Direction of the Court of Chancery, and to be applied as the Court shall direct;

IV. And be it enacted, That it shall be lawful for the said *William Karslake* and *John Marshall*, and the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby authorized and empowered, with the Approbation and under the Direction of the said Court of Chancery, (but subject and without Prejudice to the said yearly Rent-charge limited to the said *Fanny Bedford Hamlyn* during her Life, and to the said Powers and Remedies and Term for securing the same, and to the said Term of Five hundred Years created by the said Will as aforesaid, and the Trusts thereof, so far as the same Term and Trusts may then be subsisting or capable of taking effect or being performed, and also subject and without Prejudice to any Jointure Rent-charge or Rent-charges created or to be created by the said *Shilston Calmady Hamlyn* the Father in favour of his present or any future Wife, under or by virtue of the Power in that Behalf contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, as aforesaid,) to borrow and take up at Interest such Sum or Sums of Money as may be required for the Purpose of defraying the Costs, Charges, and Expenses to be incurred in pulling down and removing the present Mansion House, Offices, and Outbuildings, Yards and Gardens, Water-mill, Milldam, Weirs, and Flood-gates hereby authorized to be pulled down and removed, and in erecting, building, making, and completing the said new Mansion House, and the new and other Offices, Outbuildings, Yards, Gardens, and Pleasure Grounds, hereby authorized to be erected, built, and made, and the Costs, Charges, and Expenses of or attending the obtaining of and preparing this Act, and of or attending or incident to the Application made in the last Session of Parliament by the said *Shilston Calmady Hamlyn* the Father, *Frances Elizabeth Hamlyn*, and *Ellen Mary Hamlyn*, for an Act of Parliament to effect the Objects and Purposes intended to be effected by this Act, and such other Costs, Charges, and Expenses as the said Court may order or direct to be paid, as herein-after mentioned, and to secure the same by One or more Mortgage or Mortgages of all or any of the Messuages, Lands, and Hereditaments devised and appointed, or expressed to be devised and appointed by the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, to the said *Shilston Calmady Hamlyn* the Father, for his Life, with such Remainders over as aforesaid, or a competent Part or Parts thereof, and for effecting such Mortgage or Mortgages to convey or demise the same Messuages, Lands, and Hereditaments, or any of them, or any Part or Parts thereof, unto any Person or Persons, or Body or Bodies Politic or Corporate, willing to advance such Sum or Sums of Money, or any Person or Persons in trust for him, her, or them, and his, her, or their Heirs, Executors, Administrators, Successors, or Assigns, either in Fee Simple or for any Term or Terms of Years; and that the Sum and Sums of Money to cover Expenses of new Mansion, &c., and Expenses of Act, less the Value of the old Materials.

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to be so levied and raised by Mortgage as aforesaid shall be paid or applied in such Manner as the said Court shall order or direct; and that the Payment or Application of such Sum or Sums of Money, pursuant to any Order or Direction of the said Court, shall be a full and effectual Discharge to the Persons or Person paying or advancing such Money pursuant to such Order or Direction, and such Persons or Person, and their, her, or his Heirs, Executors, Administrators, Successors, and Assigns, shall not afterwards be answerable for the Misapplication or Nonapplication of the same Money or any Part thereof.

Provision in the Will of C. P. Hamlyn for keeping up present Mansion to cease.

V. And be it enacted, That the Provision or Direction contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father for the rebuilding, repairing, and Restoration of the present Mansion House, Outhouses, and Offices at *Paschoe* aforesaid, and the Forfeiture annexed to the Nonperformance or Nonobservance thereof by the said *Shilston Calmady Hamlyn* the Father, shall cease, and be deemed to be altogether null and void, and that the Erection of such new Mansion House, Offices, and Buildings as are hereby authorized to be erected as aforesaid shall be deemed and taken as a Performance of or in lieu of the Performance of the Proviso or Condition contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, for or relating to the rebuilding, repairing, and restoring the Mansion or Dwelling House therein mentioned, and in satisfaction of the same.

Trustees to raise yearly out of Rents and Profits, for Thirteen Years, if S. C. Hamlyn the Father shall so long live, 200*l.*, and One Fifty-sixth Part of the Monies borrowed, &c.

VI. And be it enacted, That in lieu of the Provision or Direction contained in the said Will of the said *Calmady Pollexfen Hamlyn* the Father lastly herein-before mentioned it shall be lawful for the said *William Karslake* and *John Marshall*, and the Survivor of them, his Executors and Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby required and directed, (but subject and without Prejudice as aforesaid, and subject and without Prejudice to any Mortgage or Mortgages to be made under the Powers of this Act,) from Time to Time, during the Term of Thirteen Years, to be computed from the Eighteenth Day of *July* One thousand eight hundred and forty-seven, if the said *Shilston Calmady Hamlyn* the Father shall so long live, and thenceforth until the whole of the Monies which shall be borrowed on Mortgage under the Provisions of this Act, and the Interest for the same, and any Costs and Expenses which the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being, shall or may pay, sustain, or expend in or about the Execution of the Powers or Provisions of this Act, and which shall not be otherwise paid or satisfied under the Provisions of this Act, shall be fully paid or satisfied, to enter into and upon the said Messuages, Lands, and Hereditaments so devised and appointed, or expressed to be devised and appointed, by the said Will, to the said *Shilston Calmady Hamlyn* the Father, for his Life, with such Remainders over as aforesaid, and to receive and take the Rents, Issues, and Profits thereof, or a competent Part thereof, and with and out of such Rents, Issues, and Profits to levy and raise, free and clear of all Taxes, Charges, and Deductions whatsoever, the several yearly and other Sums of Money herein-after mentioned; (that is to say,) during the Term of Thirteen Years, to be computed from the Eighteenth Day of *July*

July One thousand eight hundred and forty-seven, if the said *Shilston Calmady Hamlyn* the Father shall so long live, to levy and raise, on the Eighteenth Day of *July* One thousand eight hundred and forty-eight, and on the Eighteenth Day of *July* in each succeeding Year of the said Term, the yearly Sum of Two hundred Pounds, and also during the said Term of Thirteen Years, if the said *Shilston Calmady Hamlyn* the Father shall so long live, to levy and raise yearly, at the End of each Year from the Day or Days respectively on which any Sum or Sums of Money borrowed on Mortgage as aforesaid shall be advanced, such a Sum or such Sums of Money as shall be equal to One Fifty-sixth Part of the Sum or Sums of Money borrowed, or of so much thereof as the said yearly Sums of Two hundred Pounds and other yearly Sums of Money to be levied and raised as aforesaid shall for the Time being be insufficient to pay; and after the Expiration or sooner Determination of the said Term of Thirteen Years, if the whole of the Principal Monies borrowed on Mortgage as aforesaid shall not then be fully paid or satisfied, to levy and raise, by equal yearly Instalments, at the End of each Year during the Term or Terms of Thirty Years to be computed respectively from the Day or Days respectively on which the Sum or Sums of Money so borrowed shall be advanced, or during so much of the said Term or Terms of Thirty Years respectively as shall not then have elapsed, so much of the said Principal Sum or Sums of Money so borrowed as the said yearly Sums of Two hundred Pounds and other yearly Sums of Money to be levied and raised during the Continuance of the said Term of Thirteen Years shall be insufficient to pay; and also, and as well during the Continuance of the said Term of Thirteen Years as after the Expiration or sooner Determination thereof, until the whole of the Monies borrowed on Mortgage as aforesaid shall be repaid or satisfied, at the End of every Six successive Calendar Months from the Day or Days on which any Sum or Sums of Money borrowed as aforesaid shall be advanced, to levy and raise by the Means aforesaid such a Sum or Sums of Money as, together with the Dividends and Income arising from any Investments to be made as herein-after mentioned, shall be equal to the Interest payable in respect of the Sum or Sums of Money so borrowed, or of so much of the same Sum or Sums as shall from Time to Time remain unpaid; and also from Time to Time, when and as often as may be required, to levy and raise by the Means aforesaid such further Sum or Sums of Money as may be requisite to pay or satisfy any such Cost, Charges, and Expenses as lastly herein-before mentioned; and to stand and be possessed of the yearly and other Sum and Sums of Money to be levied and raised out of the said Rents, Issues, and Profits as herein-before mentioned, and the Dividends and Income arising from any Investment to be made as herein-after mentioned, upon and for the Trusts and Purposes following; that is to say, upon trust, in the first place, thereout to pay or retain such Costs and Expenses as lastly herein-before mentioned; and, in the next place, to pay and keep down the Interest of the Sum or Sums of Money borrowed on Mortgage as aforesaid as and when such Interest shall become due and payable; and, in the next place, thereout or therewith to pay or satisfy the Principal Sum and Sums of Money so borrowed; and after, or subject and without Prejudice to the Payments aforesaid, to pay and apply the said yearly and other Sums of Money to be levied and raised

out of the said Rents, Issues, and Profits as herein-before mentioned, and the Dividends and Income arising from any Investment to be made as herein-after mentioned, unto such Person or Persons, or in such Manner, for carrying into effect the Purposes of this Act, as the said Court of Chancery shall order or direct.

Surplus of Monies raised under the last Provision, after Payment of Costs and Interest, to be accumulated till wanted.

VII. Provided always, and be it enacted, That in the meantime, until the Surplus of the Sums of Money to be levied and raised under the Provision lastly herein-before contained which shall remain after Payment of such Costs and Expenses and Interest as aforesaid, and the Accumulations thereof, shall amount to a sufficient Sum to pay in full any Sum or Sums of Money borrowed under the Powers of this Act, it shall be lawful for the said *William Karslake* and *John Marshall*, and the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby directed, to invest such Surplus from Time to Time, in their or his Names or Name, in some of the Public Stocks or Funds of *Great Britain*, or in the Purchase of Navy, Victualling, or Exchequer Bills, with Power to vary and transpose all such Investments from Time to Time as Circumstances may require, until a sufficient Sum shall have been obtained or Investments of sufficient Value shall have been made to pay off the Sums of Money so borrowed.

Accumulated Funds may from Time to Time be applied in reduction of Monies borrowed.

VIII. Provided always, and be it enacted, That it shall be lawful for the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, although a Fund sufficient to satisfy and pay the whole of the Monies that may have been borrowed on Mortgage as aforesaid, and the Interest thereof, shall not have been accumulated, to apply from Time to Time all or any Part of the Monies, or the Produce of the Stocks, Funds, and Securities, that may have so accumulated as aforesaid, towards the Reduction of the Monies that may have been so borrowed.

Yearly Sums and Interest to be raised between the Representatives of deceased Tenant for Life or Tenant in Tail and succeeding Tenant for Life or Tenant in Tail may be apportioned by Trustees.

IX. And be it enacted, That from Time to Time, when and as often as it shall happen that any Person for the Time being beneficially entitled under the said Will of the said *Calmady Pollexfen Hamlyn* the Father, and the said Indenture of the Twenty-second Day of *March* One thousand eight hundred and forty-seven, or either of them, to an Estate for Life in possession in the Messuages, Lands, and Hereditaments by the said Will devised and appointed, or expressed to be devised and appointed, or any Person for the Time being beneficially entitled under the same Will and Indenture, or either of them, to an Estate in Tail in possession in the same Messuages, Lands, and Hereditaments, but who shall be under the Age of Twenty-one Years, or a Lunatic found such by Inquisition, shall die in any current Year in which any yearly Sum as aforesaid is herein-before directed to be raised, or in any current Half Year in which such Interest as aforesaid is to be raised and paid, then and from Time to Time, as often as the same shall so happen, and the Circumstances of the Case shall so require, so much of the said yearly Sum, and of such Interest as aforesaid, which shall be payable in the Year or Half Year in which such Tenant for Life

Life or in Tail shall die, shall be paid or allowed in Account by the Real or Personal Representatives of each such deceased Tenant for Life or deceased Tenant in Tail, and so much thereof by the respective succeeding Tenant for Life or Tenant in Tail, as the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in the Execution of the Powers of this Act, shall direct and determine, and it shall be lawful for the said Trustees or Trustee to apportion and divide the same between them accordingly, and their Apportionment and Division thereof shall be binding and conclusive on all Parties.

Power of leasing under the Will not to be affected.

X. And be it enacted, That, notwithstanding any such Mortgage or Mortgages as aforesaid, it shall be lawful for the said *Shilston Calmady Hamlyn* the Father, and other the Person or Persons who under or by virtue of the said Will of the said *Calmady Pollexfen Hamlyn* the Father, deceased, shall for the Time being be entitled to make or grant Leases of the Hereditaments comprised in such Mortgage or Mortgages as aforesaid, from Time to Time to make and grant such Leases of the same Hereditaments as under the Power of leasing in the said Will contained he and they respectively might have made or granted if this Act and the said Mortgage and Mortgages had not been passed and made respectively; and that the Rent or Rents to be reserved upon the Lease or Leases which shall or may be made or granted after the Execution of such Mortgage or Mortgages as aforesaid shall enure to the same Person or Persons, and be recoverable in the same Manner, to whom and in which such Rent or Rents would have enured and have been recoverable if such Lease or Leases had been made or granted before the Execution of such Mortgage or Mortgages.

Whilst any Mortgage subsisting, Tenants for Life, and Guardians and Committees of Infants and Lunatics, Tenants in Tail, to insure new Mansion House and Offices from Fire in the Names of the Trustees, and produce Receipts for Premiums and Duty.

XI. And be it enacted, That immediately upon any Mortgage being made under the Authority of this Act, and thenceforth yearly and every Year so long as the whole or any Part of the Principal Monies secured by such Mortgage or Mortgages, or any Interest for the same, shall remain unpaid, each Person for the Time being beneficially entitled under the said Will of the said *Calmady Pollexfen Hamlyn* the Father, and the said Indenture of the Twenty-second Day of *March* One thousand eight hundred and forty-seven, or either of them, to an Estate for Life in possession in the Messuages, Lands, and Hereditaments by the said Will devised and appointed, or expressed to be devised and appointed, shall, at his or her own Expense, and the Guardian or Guardians, Committee or Committes respectively of each Person for the Time being beneficially entitled under the same Will and Indenture, or either of them, to an Estate in Tail in possession in the same Messuages, Lands, and Hereditaments, but who shall be under the Age of Twenty-one Years, or a Lunatic found such by Inquisition, shall respectively, at the Expense of the Estate of such respective infant or lunatic Tenant in Tail, insure the Part, or the whole, (as the Case may be,) for the Time being rebuilt of the said new Messuage or Mansion House, and Offices and Buildings, to be erected as aforesaid, and keep the same insured from Loss or Damage by Fire in some or One of the public Offices for effecting such Insurances in

London

London or *Westminster*, and in the Names of the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in the Execution of the Powers of this Act, and in such Sums or Sum (not exceeding altogether the Sum of Three thousand Pounds) as at the annual Period for making or continuing such Insurance shall be equal to the Value of the Part, or the whole, (as the Case may be,) then rebuilt of the said new Messuage or Mansion House, Offices and Outbuildings, and any other Messuage or Mansion House, Offices and Outbuildings, which in case of Fire may be erected and built as herein-after mentioned, and, when thereto required in Writing by any adult Person, or by the Guardian or Guardians of any infant Person, or by the Committee or Committees of any lunatic Person found such by Inquisition, respectively entitled beneficially under the said Will and Indenture, or either of them, to an Estate for Life or in Tail in the said Messuages, Lands, and Hereditaments, in remainder, whether immediately expectant on the Estate of the Tenant for Life or in Tail by whom, or whose Guardian or Guardians, Committee or Committees respectively, such Insurance is herein-before directed to be made, or not, shall produce to and at the Expense of the Person or Persons so requiring the same, or of their Trust Estate, the Receipts or Receipt given on the Payment of the Premiums or Premium and Duty last for the Time being payable on such Insurance or Insurances.

In case of Neglect to insure, Persons entitled in remainder may insure, and recover Amount of Premiums and Expenses by Distress or Action of Debt.

XII. And be it enacted, That in case the Person or Persons herein-before directed to make and continue such Insurance or Insurances, and to produce such Receipts or Receipt, shall, at any Time whilst any Principal Money borrowed under the Provisions of this Act, or the Interest thereof, shall remain unpaid, neglect or otherwise fail to make or continue such Insurance or Insurances, or shall upon or after such Requisition refuse, or for the Space of Seven Days omit, to so produce the Receipts or Receipt aforesaid, it shall in either of those Cases be lawful for some One of the Persons on whose Requisition such Receipts or Receipt are or is herein-before directed to be produced, but so long only as any such Principal Money or Interest shall remain unpaid, to pay all such Monies and do and authorize all such Acts as shall be necessary or proper for insuring, in such Offices or Office as aforesaid, and in the Names and Amount aforesaid, the Buildings so uninsured, or the last Receipts or Receipt for the Premium and Duty on the Insurance or Insurances of which shall not be so produced, and thereupon to recover the same Amount, and the Costs and Charges attending the Recovery thereof, either by Distress to be made during the Life of the Person the Laches of whom, or whose Guardian or Guardians, Committee or Committees respectively, shall have occasioned the Payment of such Monies, on any Part or Parts of the Messuages, Lands, and Hereditaments devised and appointed or expressed to be devised and appointed by the said Will of the said *Calmady Pollexfen Hamlyn* the Father, and by Sale of the Things distrained, in such Manner as Rents may be by Law recovered by Landlords from their Tenants, or by an Action of Debt against the same Person, or against his or her Heirs, Executors, or Administrators, if he or she shall be dead.

XIII. And

To whom Insurance Monies payable in case of Fire to be paid, and how to be applied.

XIII. And be it enacted, That if, whilst any Principal Money to be borrowed under the Provisions of this Act, or the Interest thereof, shall remain due on any Mortgage made by virtue of this Act, the Buildings for the Time being so insured shall be destroyed or damaged by Fire, then and as often as any such Case shall happen the Money payable on the Policy or Policies respectively whereby such Buildings shall be so insured shall be payable and paid to the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, who in respect of the Purposes of this Act shall be deemed to have a sufficient Interest in such Insurance or Insurances to enable them or him to sue on the Policy or Policies thereof, and they and he from Time to Time shall pay and apply the Monies which for the Time being they or he shall actually receive by virtue of such Policy or Policies, and which shall remain after discharging the Costs, Charges, and Expenses they or he shall from Time to Time incur, disburse, or be put to in the Execution of the Powers hereby devolved on them, in or towards substantially rebuilding, repairing, or otherwise reinstating the Buildings for the Time being destroyed or damaged by such Fire, and they and he for those Purposes shall have and are hereby invested with the same or the like Powers of retaining, hiring, or employing such Builders, Bricklayers, Carpenters, Artificers, and Workmen as shall be necessary, and of entering into such Contract or Contracts as herein-before are given to the said *William Karslake* and *John Marshall*, and the Survivor of them, his Executors and Administrators, or such other Trustees or Trustee as aforesaid, relative to the erecting and rebuilding the said new Messuage or Mansion House, Offices, and Outbuildings: Provided always, that if the Monies which shall be received by virtue of such Policy or Policies at any One Time shall amount to the Sum of Two hundred Pounds, then all the Works to be executed and paid for with or out of the same Monies shall be approved of by the Order of the High Court of Chancery, to be from Time to Time obtained for that Purpose in the Manner herein-after mentioned.

Indemnity to Trustees in whose Names Policies effected.

XIV. Provided always, and be it enacted, That the said *William Karslake* and *John Marshall*, or either of them, their or either of their Executors or Administrators, or any other Trustees or Trustee for the Time being acting in the Execution of the Powers of this Act, shall not be or be deemed liable to see any such Insurance effected or continued, nor be answerable for the same not having been effected or continued, and that they shall not, until sufficient Funds shall have been placed within their Power, be bound or compellable to take any Proceeding or Step for or towards the Recovery of the Monies assured by the Policy of any such Insurance.

Court of Chancery to make Orders for Payment of Costs.

XV. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable, for allowing, taxing, settling, and paying, out of any Monies to be borrowed or raised on any such Mortgage or Mortgages as aforesaid, or otherwise levied or raised under the Powers and Provisions of this Act, or which in case of Fire shall become payable on any Policy or Policies whereby any Buildings

ings shall be insured, under the Directions of this Act, all the Costs, Charges, and Expenses which have been or shall be incurred in or relating to the preparing, obtaining, and passing of this Act, and of or attending or incident to the Application made in the last Session of Parliament for such Act, as herein-before mentioned, and in making the several Applications to the said Court in pursuance of this Act, and of and attending the pulling down and removing of the present Mansion House, Offices, and Outbuildings, Yards and Gardens, Water-mill, Milldam, Weirs, and Flood-gates, hereby authorized to be pulled down and removed, and of and attending the erecting, building, making, and completing the new Mansion House, and the new and other Offices, Outbuildings, Yards, Gardens, and Pleasure Grounds hereby authorized to be erected, built, and made as aforesaid, and any other Messuage or Mansion House, Offices and Outbuildings, which in case of Fire may be erected and built, as herein-before mentioned, and of and attending the making or effecting any such Mortgage or Mortgages as aforesaid, or the making or effecting any Transfer or Transfers of the same, or the Reconveyance, Release, or Discharge of the same, or otherwise in carrying the Trusts and Purposes of this Act into execution.

Trustees Receipts for Monies to be received by them under the Act to discharge Persons paying from seeing to the Application.

XVI. Provided always, and be it enacted, That every Receipt which shall be given by the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or by the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, for any Money to be received by them or him under or by virtue of this Act, shall be a good and effectual Discharge for so much Money as in such Receipt shall be acknowledged or expressed to be or to have been received, and that the Person or Persons paying such Money and taking such Receipts shall not afterwards be answerable for the Misapplication or Nonapplication of the same Money or any Part thereof.

New Trustees may be appointed by the Court of Chancery.

XVII. And be it enacted, That if the said *William Karslake* and *John Marshall*, or either of them, or any Trustee or Trustees who shall be appointed in the Stead of them or either of them, as herein-after mentioned, or their or any of their Executors or Administrators, shall die, go to reside beyond Seas, or be desirous to be discharged from or become incapable to act in the Trusts and Powers hereby created, at any Time before the same Trusts and Powers shall be fully performed or executed, then and in every such Case and as often as the same shall happen it shall be lawful for the said Court of Chancery to appoint any Person or Persons to be a Trustee or Trustees in the Place of the said Trustee or Trustees so dying, going to reside beyond Seas, or desiring to be discharged, or becoming incapable to act as aforesaid, and to make or give such Orders and Directions as may be thought necessary or proper for vesting the Monies, Stocks, Funds, Securities, and Premises which shall from Time to Time remain or be liable to the Trusts and Provisions of this Act in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon the Trusts and for the Intents and Purposes herein-before declared of and concerning the same, or such of them as shall be then subsisting or capable of

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taking effect; and that such new Trustee or Trustees shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trutsees in whose Room he or they shall be so substituted or appointed.

Trustees Indemnity.

XVIII. Provided always, and be it enacted, That the said *William Karslake* and *John Marshall*, and the Person or Persons to be appointed a Trustee or Trustees as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses; and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands by virtue of this Act, to retain to and reimburse themselves respectively, and also to allow to the other or others of them, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or put unto in or about the Execution of the Powers of this Act, or in relation thereunto.

Orders of the Court of Chancery to be made on Petition.

XIX. And be it enacted, That all Orders and Directions of the said Court of Chancery, to be made or given under the Authority or for the Purposes of this Act, shall or may be made or given upon Petition to be preferred to the said Court in a summary Way in the Matter of this Act by the said *William Karslake* and *John Marshall*, or the Survivor of them, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, or by the said *Shilston Calmady Hamlyn* the Father, or by any other Person or Persons interested in the Hereditaments for the Time being subject to the Limitations of the said recited Will, either in possession, remainder, or reversion, or if such Person or Persons shall be an Infant or Infants, then by the Guardian or Guardians of such Infant or Infants.

General Saving.

XX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and to their Heirs, Successors, Executors, and Administrators, (other than and except the said *Shilston Calmady Hamlyn* the Father, his Heirs, Executors, and Administrators, and the said *Shilston Calmady Hamlyn* his infant Son, and the Heirs Male of the Body of the said *Shilston Calmady Hamlyn* the Son, and the Second and every other Son successively of the said *Shilston Calmady Hamlyn* the Father, and the Heirs Male of the Body and respective Bodies of such Second and every other Son and Sons, and the said *Frances Elizabeth Hamlyn*, and her First and other Sons successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Ellen Mary Hamlyn*, and her First and other Sons successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Fanny Gertrude Hamlyn*, and the Heirs Male of her Body, and the

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Second and every other Daughter successively of the said *Shilston Calmady Hamlyn* the Father, and the Heirs Male of the Body and respective Bodies of such Second and every other Daughter and Daughters, and the First and other Daughters successively of the said *Frances Elizabeth Hamlyn*, and the Heirs Male of the Body and respective Bodies of such Daughter and Daughters, and the First and every other Daughter and Daughters successively of the said *Ellen Mary Hamlyn*, and the Heirs Male of the Body and respective Bodies of such Daughter and Daughters, and the said *William Karslake* and *John Marshall*, and their Heirs, so far only as relates to the several Estates devised or limited to them as aforesaid for preserving contingent Remainders,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of or upon the Messuages, Lands, Tenements, and Hereditaments devised and appointed or expressed to be devised and appointed by the said Will of the said *Calmady Pollexfen Hamlyn* the Father, and every or any of them, and every or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

XXI. And be it 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.

LONDON : Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.