



CHAPTER 3.

An Act to enlarge the powers of investment of the Trustees of Sir Humphrey Francis de Trafford's settled estates so as to enable them to purchase his life interest in the settled estates and for vesting such life interest in such Trustees and for other purposes. [15th August 1904.]

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WHEREAS by an indenture dated the sixteenth day of January one thousand eight hundred and fifty-five (in this Act called "the settlement of 1855") and made between Sir Humphrey de Trafford of the first part the Right Honourable Mary Annette Talbot commonly called the Lady Mary Annette Talbot a minor of the age of twenty years and a ward of the High Court of Chancery and Julia Hibbert the mother of the said Lady Mary Annette Talbot and her guardian by virtue of an order of the High Court of Chancery for that purpose made in a certain cause intituled Talbot v. Lord Dormer of the second part James Joseph Wheble and Sir Thomas George Hesketh baronet of the third part Ambrose Lisle Phillipps the younger and John Blundell of the fourth part the Honourable John Baptiste Dormer and Charles Henry Tempest of the fifth part and Francis Fortescue Turville and John Lawson of the sixth part (being a settlement made in pursuance of an order of the High Court of Chancery in consideration of the marriage then intended and shortly afterwards solemnized between the said Sir Humphrey de Trafford then a bachelor and the said Lady Mary Annette Talbot now Lady Mary Annette de Trafford his widow) After reciting (amongst other things) to the effect that the said Sir Humphrey de Trafford was seised of or otherwise well entitled to the hereditaments and premises comprised in the first and second

Settlement of 1855 made by Sir Humphrey de Trafford on his marriage with Lady Mary Annette de Trafford of Barton Estate.

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schedules to the settlement of 1855 for an estate of inheritance in fee simple in possession free from all incumbrances but subject as to certain parts thereof to the subsisting leases for lives or for years or other tenancies mentioned in the said schedules as applicable thereto respectively And that the said Sir Humphrey de Trafford was possessed of or entitled to the hereditaments and premises comprised in the third schedule to the settlement of 1855 for the residue of a term of five hundred years created by an indenture of mortgage dated the tenth day of June one thousand seven hundred and seventy-two the equity of redemption under which mortgage had then long been foreclosed It is witnessed that in pursuance of an order of the said Court of Chancery therein recited and in consideration of the said intended marriage the said Sir Humphrey de Trafford with the privity and approbation of the said Lady Mary Annette de Trafford and of the said Julia Hibbert did grant release and confirm unto the said James Joseph Wheble and Sir Thomas George Hesketh and their heirs all those the manor or lordship capital and other messuages farms lands tenements perpetual rentcharges tolls and other hereditaments and premises particularly mentioned and comprised in the first and second schedules to the settlement of 1855 and in the plan in the said schedules referred to and all which hereditaments were situate or arising in the township of Barton-upon-Irwell in the parish of Eccles in the county of Lancaster Together with the appurtenances To hold the same subject as to such parts thereof as were affected thereby to the subsisting leases for lives or for years or other tenancies affecting the same respectively unto the said James Joseph Wheble and Sir Thomas George Hesketh and their heirs To the use of the said Sir Humphrey de Trafford his heirs and assigns until the said intended marriage should be solemnized And after the solemnization thereof as to the hereditaments comprised in the fourth division of the said first schedule to the use of the said Ambrose Lisle Phillipps the younger and John Blundell their executors administrators and assigns for a term of ninety-nine years from the solemnization of the said intended marriage upon certain trusts for securing an annual sum to the said Lady Mary Annette de Trafford by way of pin money during the joint lives of herself and the said Sir Humphrey de Trafford and which term has now determined And subject thereto as to all the

Uses :—

1. To use of Sir Humphrey de Trafford in fee simple until solemnization of marriage.

2. After solemnization of marriage as to hereditaments in fourth division of first schedule.

To use of Trustees for ninety-nine years for securing pin money to Lady Mary Annette de Trafford.

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hereditaments comprised in the first and second schedules to the settlement of 1855 To the use of the said Sir Humphrey de Trafford during his life with remainder to the use of the said James Joseph Wheble and Sir Thomas George Hesketh and their heirs during the life of the said Sir Humphrey de Trafford upon trust to preserve contingent remainders with remainder as to the hereditaments comprised in the said fourth division of the said first schedule To the use that in case the said Sir Humphrey de Trafford should die during the life of the said Lady Mary Annette de Trafford she should after the death of the said Sir Humphrey de Trafford during her life receive the annual sum or yearly rentcharge of two thousand pounds by way of jointure with usual powers of distress and entry for recovering payment of the same with remainder to the use of the said John Baptiste Dormer and Charles Henry Tempest for the term of two hundred years from the death of the said Sir Humphrey de Trafford upon trusts for further securing payment of the said jointure rentcharge and subject as aforesaid as to all the hereditaments comprised in the said first and second schedules to the settlement of 1855 from and after the death of the said Sir Humphrey de Trafford to the uses following (that was to say) as to the hereditaments comprised in the second and third divisions of the said first schedule To the use of the said Francis Fortescue Turville and John Lawson their executors administrators and assigns for the term of five hundred years from the decease of the said Sir Humphrey de Trafford without impeachment of waste Upon the trusts therein declared for raising portions for the younger children of the said Sir Humphrey de Trafford by the said Lady Mary Annette de Trafford (and all which portions have since been discharged) And as to the said last-mentioned hereditaments after the expiration or sooner determination of the said term of five hundred years And as to all other the hereditaments comprised in the said first and second schedules to the settlement of 1855 from and after the decease of the said Sir Humphrey de Trafford but as to the hereditaments charged therewith subject and without prejudice to the said annual sum or yearly rentcharge of two thousand pounds thereinbefore limited and to the said powers and remedies and term of years for securing the same To the use of the first and every other son of the said Sir Humphrey de Trafford by the said Lady Mary Annette de Trafford successively

Remainder as to all hereditaments in first and second schedules.

3. To use of Sir Humphrey de Trafford for life.

4. To use of Trustees to preserve contingent remainders.

5. As to hereditaments in fourth division of first schedule.

Jointure of 2,000*l.* to Lady Mary Annette de Trafford.

6. Term of two hundred years to Trustees for securing jointure.

7. As to hereditaments in second and third divisions of first schedule.

To use of Trustees for five hundred years for raising portions for younger children all which have been discharged.

8. Remainder as to all said hereditaments to use of sons of Sir Humphrey

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 de Trafford by
 Lady Mary
 Annette de
 Trafford suc-
 cessively in
 tail male.
 Powers of
 leasing and
 granting at
 fee farm
 rents sale
 and ex-
 change &c.

Demise of
 leaseholds
 in third
 schedule
 to Trustees.

Upon trusts
 correspond-
 ing with
 uses limited
 concerning
 freeholds
 in first divi-
 sion of first
 schedule.

Death of
 Sir Thomas
 George
 Fermor
 Hesketh and
 appointment
 of Hubert
 Aloysius
 Tichborne
 Hibbert to
 be a Trustee
 of settle-
 ment of
 1855.

according to priority of birth in tail male with divers remainders over And in the settlement of 1855 were contained powers of leasing and granting in fee simple at perpetual yearly rents and other powers exerciseable by the persons thereby made tenants for life and by the said James Joseph Wheble and Sir Thomas George Hesketh and the survivor of them and the executors or administrators of such survivor during the minority of any tenant in tail male or in tail under the limitations therein contained and also a power of sale and exchange exerciseable by the said James Joseph Wheble and Sir Thomas George Hesketh and the survivor of them and the executors or administrators of such survivor at the request and by the direction of the said Sir Humphrey de Trafford and after his decease of the person for the time being entitled to the actual possession of the settled hereditaments And by the settlement of 1855 the said Sir Humphrey de Trafford assigned unto the said James Joseph Wheble and Sir Thomas George Hesketh the premises comprised in the third schedule thereto being the hereditaments demised by the said indenture of the tenth day of June one thousand seven hundred and seventy-two for all the residue then to come of the said term of five hundred years created by the said last-mentioned indenture upon trusts in effect corresponding with the uses thereinbefore limited concerning the freehold hereditaments comprised in the first division of the first schedule to the settle- ment of 1855 but so that the same should not vest absolutely in any person thereby made tenant in tail male or in tail who should not attain the age of twenty-one years or dying under that age leave issue male or female as the case might be surviving him or her :

And whereas the said Sir Thomas George Hesketh who assumed the name of Fermor as a prefix to that of Hesketh died on the twentieth day of August one thousand eight hundred and seventy-two and by an indenture dated the sixteenth day of December one thousand eight hundred and seventy-four (endorsed on the settlement of 1855) and made between the said Sir Humphrey de Trafford and Lady Mary Annette de Trafford of the first part the said James Joseph Wheble of the second part and Hubert Aloysius Tichborne Hibbert of the third part the said Hubert Aloysius Tichborne Hibbert was in exercise of a power for that purpose contained in the settlement of 1855 duly

appointed to be a Trustee of the said settlement in the place of the said Sir Thomas George Fermor Hesketh : A.D. 1904.

And whereas the said Hubert Aloysius Tichborne Hibbert died on the thirty-first day of March one thousand eight hundred and seventy-nine and by an indenture dated the twenty-fifth day of February one thousand eight hundred and eighty (endorsed on the settlement of 1855) and made between the said Sir Humphrey de Trafford and Lady Mary Annette de Trafford of the first part the said James Joseph Wheble of the second part and Paul Edgar Tichborne Hibbert of the third part the said Paul Edgar Tichborne Hibbert was duly appointed to be a Trustee of the settlement of 1855 in the place of the said Hubert Aloysius Tichborne Hibbert : Death of Hubert Aloysius Tichborne Hibbert and appointment of Paul Edgar Tichborne Hibbert to be a Trustee of settlement of 1855.

And whereas the said James Joseph Wheble died on the twenty-eighth day of January one thousand eight hundred and eighty-four and the said Paul Edgar Tichborne Hibbert is now the sole surviving Trustee of the power of sale and exchange contained in the settlement of 1855 : Death of James Joseph Wheble.

And whereas the said Sir Humphrey de Trafford made and duly executed his will dated the fifth day of May one thousand eight hundred and eighty-three and thereby after appointing his wife the said Lady Mary Annette de Trafford and Nicholas Blundell executrix and executor and Trustees thereof for the general purposes thereof and also for the purposes of the Settled Land Act 1882 and directing that the said Lady Mary Annette de Trafford should have the free use and enjoyment of the Hall in Trafford Park and of the gardens pleasure grounds coach-houses stables and other appurtenances thereto belonging and of the plate chattels and furniture therein for six calendar months from his death and making a specific devise of his Hothorpe Estate in his said will mentioned the testator devised all his freehold manors messuages lands tenements advowsons tithes and hereditaments (except such as he thereby otherwise disposed of) and which freehold hereditaments (except as aforesaid) were in the said will referred to as "his residuary real estate" To the use that the said Lady Mary Annette de Trafford in addition to the jointure rentcharge provided for her by the settlement of 1855 might after his death receive during her life the yearly rentcharge of five thousand pounds to be charged upon his Will of Sir Humphrey de Trafford.

Devise of residuary real estate.

Uses :—
1. Jointure to Lady Mary Annette de Trafford of 5,000*l.* in addition to her jointure of 2,000*l.* under settlement of 1855.

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2. Term of five hundred years to Trustees for securing jointure and raising portions for younger children.

3. To use of eldest son Sir Humphrey Francis de Trafford for life.

4. To use of sons of Sir Humphrey Francis de Trafford successively in tail male.

5. To use of second son Charles Edmund de Trafford for life.

6. To use of sons of Charles Edmund de Trafford successively in tail male.

7. To use of third son Gilbert Talbot Joseph de Trafford for life.

8. To use of sons of Gilbert Talbot Joseph de Trafford successively in tail male.

9. To use of after born sons of testator successively for life.

10. To use of sons of after born sons of testator successively in tail male.

11. To use of Sigismund Cathcart de Trafford for life.

12. To use of sons of Sigismund Cathcart de Trafford successively in tail male.

13. To use of Galfrid Aloysius Cathcart de Trafford for life.

14. To use of sons of Galfrid Aloysius Cathcart de Trafford successively in tail male.

15. To use of Randolphus Cathcart de Trafford for life.

16. To use of sons of Randolphus Cathcart de Trafford successively in tail male.

17. To use of Charles Alan Cathcart de Trafford for life.

said residuary real estate and subject to such rentcharge and to all legal powers and remedies for securing the same and to a term of five hundred years by the said will limited to Trustees for further securing the same and for raising portions for his younger children (all which portions have since been discharged) To the use of his eldest son Sir Humphrey Francis de Trafford (in the said will called Humphrey Francis de Trafford) and his assigns for his life with remainder To the use of the first and every other son of the said Sir Humphrey Francis de Trafford successively according to seniority in tail male with remainder To the use of his (the testator's) second son Charles Edmund de Trafford and his assigns for his life with remainder To the use of the first and every other son of the said Charles Edmund de Trafford successively according to seniority in tail male with remainder To the use of his (the testator's) third son Gilbert Talbot Joseph de Trafford and his assigns for his life with remainder To the use of the first and every other son of the said Gilbert Talbot Joseph de Trafford successively according to seniority in tail male with remainder To the use of every son of the testator thereafter to be born and his assigns for his life with remainder To the use of his first and every other son successively according to seniority in tail male with remainder after all the estates thereinbefore limited To the use of Sigismund Cathcart de Trafford (the eldest son of the testator's late brother John Randolphus de Trafford) and his assigns for his life with remainder To the use of the first and every other son of the said Sigismund Cathcart de Trafford successively according to seniority in tail male with remainder To the use of Galfrid Aloysius Cathcart de Trafford (the second son of the said John Randolphus de Trafford) and his assigns for his life with remainder To the use of the first and every other son of the said Galfrid Aloysius Cathcart de Trafford successively according to seniority in tail male with remainder To the use of Randolphus Cathcart de Trafford (the third son of the said John Randolphus de Trafford) and his assigns for his life with remainder To the use of the first and every other son of the said Randolphus Cathcart de Trafford successively according to seniority in tail male with remainder To the use of Charles Alan Cathcart de Trafford (the fourth son of the said John Randolphus de Trafford) and his assigns for his life with remainder To the use of the first and every other son of the

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said Charles Alan Cathcart de Trafford successively according to seniority in tail male with remainder To the use of the testator's brother Augustus Henry de Trafford and his assigns for his life with remainder To the use of the first and every other son of the said Augustus Henry de Trafford successively according to seniority in tail male with remainder To the use of the testator's cousin William Trafford and his assigns for his life with remainder To the use of the first and every other son of the said William Trafford successively according to seniority in tail male with remainder To the use of each of the testator's daughters born or to be born successively according to seniority for her life and so that she should have no power during any coverture to dispose of the rents and profits by anticipation with remainder immediately after the death of each such daughter To the use of her first and every other son successively according to seniority in tail male so that the son or sons of every elder daughter should take an estate or successive estates in tail male in priority to the estate for life of every younger daughter with remainder after all the estates thereby limited To the use of the testator's own right heirs and the said testator declared that every estate for life by that his will limited in his residuary real estate should be without impeachment of waste And the testator further declared that if any person whom he had by the limitations thereinbefore contained or by that present proviso and declaration made a tenant in tail male of his residuary real estate was then living or should be born or begotten in his lifetime then and in every such case the estate in tail male thereby devised to such person should not take effect and in lieu thereof the testator devised his residuary real estate To the use of such person and his assigns for his life with remainder To the use of his first and every other son successively according to seniority in tail male Provided also and the testator thereby declared that every male person who under that his will should become entitled as tenant for life or as tenant in tail male by purchase to the receipt of the rents and profits of his residuary real estate and who should not then use and bear the surname and arms of de Trafford should within one year after he should so become entitled (unless he should be prevented by death) take upon himself and use in all deeds and writings which he should sign and upon all occasions the surname of

18. To use of sons of Charles Alan Cathcart de Trafford successively in tail male.

19. To use of Augustus Henry de Trafford for life.

20. To use of sons of Augustus Henry de Trafford successively in tail male.

21. To use of William Trafford for life.

22. To use of sons of William Trafford successively in tail male.

23. To use of testator's daughters successively for life.

24. To use of sons of testator's daughters successively in tail male.

25. Ultimate use to right heirs of testator.

Proviso reducing tenants in tail male born in testator's lifetime to life tenants with remainder to their sons successively in tail male.

Name and arms clause.

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neglecting or discontinuing as aforesaid upon trust thenceforth during the life of such person to pay the rents and profits thereof to or permit the same to be received by the person or persons for the time being entitled under that his will to the first vested estate in remainder expectant on the decease of such person as aforesaid And after reciting that it was his desire that the estates at Barton-upon-Irwell which were included in the settlement made on his marriage (being the settlement of 1855) and the hereditaments which had been from time to time conveyed to the uses of the same settlement or such hereditaments as should at the time of his death be subject to the then subsisting uses thereof (thereinafter referred to as "his Barton Estate") should from and after his death go and devolve together with his residuary real estate the testator declared that effect should be given to such his desire so far as might be under the doctrine of election so as by means thereof to bind such of his sons as should be living at his death in manner following (that was to say) his eldest son the said Sir Humphrey Francis de Trafford should within twelve calendar months after the testator's death and each of his (the testator's) other sons should in the event and within the time therein mentioned (unless he should be previously prevented by death) execute complete perfect and do or cause to be executed completed perfected and done all such deeds instruments and acts as should be necessary for carrying into effect the testator's said desire and settling his Barton Estate to the uses and upon the trusts in and by that his will limited expressed and declared of and concerning his residuary real estate or such of the same uses and trusts as should for the time being be subsisting and capable of taking effect but not so as thereby to increase or multiply any charges or powers of charging by his said will created save as thereinafter provided or in case such son should (otherwise than by death) fail within the said one year to execute complete perfect and do or to cause to be executed completed perfected and done such deeds instruments and acts as aforesaid or any of them then immediately after the expiration of the said one year the limitations and trusts therein expressed and declared concerning his residuary real estate in favour of such son and his issue should absolutely determine and his residuary real estate should thenceforth go and devolve as if his son so failing had died before him without issue And the

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Recites testator's desire that Barton Estate comprised in settlement of 1855 should devolve together with his residuary real estate.

Sons of testator put to election to resettle Barton Estate.

To uses by his will declared concerning his residuary real estate.

Forfeiture of son's interests in residuary real estate in event of refusing to resettle.

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Any deed executed by son for purpose of complying with condition and approved by Trustees to be deemed effectual.

Powers of jointuring to extent of 4,000*l.* per annum and of charging portions &c.

If Barton Estate re-settled power of jointuring to be increased to 6,000*l.* and power of charging portions to be increased to certain specified amounts.

testator declared that any deed or instrument which should be executed by any of his said sons for the purpose of complying with the condition thereinbefore imposed by him respecting the resettlement of the Barton Estate and which should be considered and declared by his Trustees or Trustee (which expression was thereinbefore defined to mean and include the said Lady Mary Annette de Trafford and Nicholas Blundell and the survivor of them and the executors or administrators of such survivor and other the Trustees or Trustee for the time being for the general purposes of the said will) by deed to be sufficient and effectual for that purpose should as against all persons and for all purposes be so accepted and considered notwithstanding any want of strict compliance with such condition and in the said will were contained powers to the successive tenants for life thereunder to charge jointures in favour of surviving wives or husbands to the amount of four thousand pounds and to charge by deed or will portions for younger children and also provisions with respect to the management of the testator's residuary real estate during the periods therein mentioned and directions subsidiary thereto and also divers powers and provisions by reference to and by way of extension and enlargement of the statutory powers and provisions in that behalf or otherwise authorising or in relation to leases and sales for building and other purposes and other dealings and dispositions with and of the said residuary real estate with divers provisions subsidiary and incidental thereto or connected therewith And the testator declared that if his Barton Estate should be settled in accordance with his desire thereinbefore expressed then and in such case the several powers thereinbefore contained enabling every person thereby made tenant for life of his residuary real estate to appoint to his or her wife or wives or husband or husbands a rentcharge or rentcharges and to charge portions for his or her younger children should be construed and take effect as if the several provisions of his said will in relation to the exercise of such powers respectively or matters incidental thereto or consequent thereupon were therein repeated with such alterations and additions as would be necessary to authorise in the event aforesaid an appointment by every tenant for life of any yearly rentcharge or rentcharges not exceeding in the whole for any such wife or husband the yearly sum of six thousand pounds in lieu of the sum

of four thousand pounds and to authorise every tenant for life to charge portions of the increased amounts therein specified And the said testator bequeathed all the leasehold messuages lands tenements and hereditaments of or to which he should at his death be possessed or entitled or which he should have power to dispose of by will whether holden for any life or lives or for any term of years absolute or determinable unto his said wife and the said Nicholas Blundell for all such estate term or interest as he should have therein respectively at his death Upon trust by and out of the rents and profits thereof to pay the rents and annual sums reserved by the leases thereof respectively and perform and observe the covenants and conditions in the said leases respectively contained And subject thereto to hold the same premises upon such trusts and with and subject to such powers provisoes and declarations as should correspond with the uses trusts powers provisoes and declarations thereinbefore limited and declared of and concerning his residuary real estate as nearly as the difference of tenure and the rules of law and equity would permit but so as not to increase or multiply charges or powers of charging and so that the same leasehold premises should not vest absolutely in any person thereby made tenant in tail male by purchase of his residuary real estate unless he should attain the age of twenty-one years but on his death under that age should go devolve and remain in the same manner as if they had been freehold of inheritance included in the residuary devise thereinbefore contained :

And whereas by a codicil dated the eighteenth day of June one thousand eight hundred and eighty-five to his said will the said Sir Humphrey de Trafford revoked the appointment of the said Nicholas Blundell as one of the executors of his said will and a Trustee thereof for the general purposes thereof and for the purposes of the Settled Land Act 1882 and appointed the said Augustus Henry de Trafford and Henry Stourton (in the said codicil written Sturton) in the place of the said Nicholas Blundell to act jointly with his wife the said Lady Mary Annette de Trafford as executors of his said will and Trustees thereof for the general purposes thereof and also for the purposes of the Settled Land Act 1882 :

And whereas the said Sir Humphrey de Trafford died on the fourth day of May one thousand eight hundred and eighty-six

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Bequest of leasehold hereditaments to Trustees upon trusts corresponding with uses of residuary real estate.

Codicil revoking appointment of Nicholas Blundell as executor and Trustee and appointing Augustus Henry de Trafford and Henry Stourton executors and Trustees jointly with Lady Mary Annette de Trafford.

Death of Sir Humphrey de Trafford

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Issue of Sir Humphrey de Trafford.

And whereas there were issue of the marriage of the said Sir Humphrey de Trafford and Lady Mary Annette de Trafford the said Sir Humphrey Francis de Trafford their eldest son who attained the age of twenty-one years on the third day of July one thousand eight hundred and eighty-three and seven other children and no more namely two sons the said Charles Edmund de Trafford and Gilbert Talbot Joseph de Trafford and five daughters Mildred Mary Josephine now the wife of the Right Honourable Charles Bertram Baron Bellew Gundrede Annette Teresa now the wife of Sir Timothy Carew O'Brien baronet Mary Annette de Trafford Sicele Agnes now the wife of Charles William Clifford esquire and Mary Hilda de Trafford all of whom except the said Gilbert Talbot Joseph de Trafford attained the age of twenty-one years :

Indenture of disentailing assurance and resettlement dated 30th July 1886.

And whereas by an indenture dated the thirtieth day of July one thousand eight hundred and eighty-six (hereinafter in this Act called "the resettlement of 1886") and made between the said Sir Humphrey Francis de Trafford of the one part and the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton of the other part and duly enrolled as a disentailing assurance on the third day of August one thousand eight hundred and eighty-six and expressed to be supplemental to the settlement of 1855 and the said recited indentures of appointment of new Trustees thereof After reciting (amongst other things) various dealings with the estates comprised in the settlement of 1855 by way of lease sale purchase and conveyance to the uses thereof and the will and codicils of the said Sir Humphrey de Trafford and the probate thereof And reciting that the said Sir Humphrey Francis de Trafford had determined to comply with the condition by the said will imposed on him respecting the resettlement of the Barton Estate And reciting that the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton

Recites :—
That Sir Humphrey Francis de Trafford had determined to comply with condition in will of Sir Humphrey de Trafford for resettlement of Barton Estate.

being of opinion that the indenture in recital (subject to the due enrolment thereof as a disentailing assurance) was a sufficient and effectual compliance with the condition by the said will of the said Sir Humphrey de Trafford imposed upon the said Sir Humphrey Francis de Trafford respecting the resettlement of the Barton Estate had agreed to testify the same by executing the indenture in recital. It is witnessed that in compliance with the desire in that behalf of the said Sir Humphrey de Trafford as expressed in his said will and in consideration of the premises the said Sir Humphrey Francis de Trafford did thereby grant unto the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton and their heirs All and singular the manor or lordship and freehold messuages farms lands tenements perpetual rentcharges tolls and other the hereditaments and premises comprised in or settled by the Settlement of 1855 and also all other the hereditaments and premises of freehold tenure which were then by any means subject at law or in equity to the subsisting uses or trusts of the said settlement or of which the said Sir Humphrey Francis de Trafford was then by any means tenant in tail male or in tail at law or in equity under or by virtue of the same settlement (save and except out of the assurance thereby made all such part or parts of the said lands and hereditaments as had been sold under the power of sale contained in the said settlement or otherwise or parted with by way of exchange and certain hereditaments which had been withdrawn by the said Sir Humphrey de Trafford from the said settlement in exercise of a power therein contained as therein mentioned and a piece of land which had been thrown into the public road as therein mentioned) To hold the said premises unto the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton and their heirs Subject as to such of the said premises as were affected thereby to the subsisting leases for lives or for years or other tenancies affecting the same respectively as therein mentioned And as to such of the said premises as were affected thereby to all (if any) indentures agreements and instruments theretofore executed or made by the said Sir Humphrey de Trafford or the Trustees or Trustee for the time being of the settlement of 1855 and purporting to affect any part or parts of the hereditaments comprised in or subject to the uses or trusts of the said settlement And subject as to such

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That Trustees of will had approved that indenture (subject to enrolment) as an effectual compliance with condition.

Conveyance by Sir Humphrey Francis de Trafford to Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton of freehold parts of Barton Estate.

Except such parts as had been sold or otherwise disposed of.

Subject to subsisting leases and tenancies.

And to all existing charges and estates prior to estate tail of Sir Humphrey Francis de Trafford.

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Discharged
from estates in
tail male of Sir
Humphrey
Francis de
Trafford.

To uses of
testator's
residuary
real estate.

Assignment
by Sir
Humphrey
Francis de
Trafford of
capital
money form-
ing part of
Barton
Estate.

of the said premises as were affected thereby respectively to the uses estates and charges limited or created or arising under the said settlement which preceded the estate in tail male of the said Sir Humphrey Francis de Trafford and to the powers annexed to such prior estates so far as such uses estates charges and powers were then subsisting or capable of taking effect And subject as to the Hall in Trafford Park aforesaid and the gardens pleasure grounds coachhouses stables and other appurtenances thereunto belonging to the free use and enjoyment thereof by the said Lady Mary Annette de Trafford until the expiration of the period of six calendar months from the fourth day of May one thousand eight hundred and eighty-six (being the day of the death of the said Sir Humphrey de Trafford) but freed and discharged from all estates in tail male or in tail of the said Sir Humphrey Francis de Trafford at law or in equity and all estates rights interests and powers to take effect after the determination or in defeazance of such estates in tail male or in tail To the uses upon the trusts and subject to the powers and provisions in and by the said will and codicils of the said Sir Humphrey de Trafford limited expressed declared and contained of and concerning the testator's residuary real estate and which were thereby made applicable to the said Barton Estate in his said will referred to or according to the true intent and meaning of the said will and codicils were intended to be so applicable in the event of such a resettlement of that estate being made as was intended to be made by the indenture in recital or such of the same uses trusts powers and provisions as were then subsisting or capable of taking effect but not so as to increase or multiply any charges or powers of charging save as in the said will provided And by the resettlement of 1886 the said Sir Humphrey Francis de Trafford granted and assigned unto the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton and their heirs a certain sum of cash then in the hands of the said Paul Edgar Tichborne Hibbert as the surviving Trustee of the settlement of 1855 upon the trusts by the said settlement declared of and concerning the proceeds of sale of hereditaments comprised in and settled by the same settlement and all other (if any) capital moneys arising from sales or otherwise under the settlement of 1855 and which had not been reinvested in the purchase of hereditaments and the hereditaments to be purchased therewith

respectively To hold the same unto the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton and their heirs subject as to such of the said premises as were affected thereby respectively to the uses estates and charges limited or created by or arising under the said settlement which preceded the estate in tail male of the said Sir Humphrey Francis de Trafford and to the powers annexed to such prior estates so far as such uses estates charges and powers were then subsisting or capable of taking effect But freed and absolutely discharged from all estates in tail male or in tail of the said Sir Humphrey Francis de Trafford at law or in equity and all estates rights interests and powers to take effect after the determination or in defeazance of such estates in tail male or in tail To the like uses upon the like trusts and subject to the like powers and provisions as were thereinbefore declared and contained by reference to the said will and codicils as aforesaid concerning the said freehold premises thereinbefore granted or as near thereto as the case might admit And by the resettlement of 1886 the said Sir Humphrey Francis de Trafford did by virtue of the powers of the Conveyancing Acts 1881 and 1882 declare that from and after the execution of the indenture in recital the said term of five hundred years by the said indenture of the tenth day of June one thousand seven hundred and seventy-two in the Settlement of 1855 referred to created in the hereditaments comprised in the third schedule to the said settlement should as regards all the same hereditaments be and the same was thereby enlarged into a fee simple And by the resettlement of 1886 the said Sir Humphrey Francis de Trafford granted unto the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton and their heirs all and singular the said hereditaments and premises comprised in the third schedule to the settlement of 1855 and thereinbefore converted into freehold as therein aforesaid To hold the same unto the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton and their heirs subject to any subsisting leases or tenancies affecting the same To the like uses upon the like trusts and subject to the like powers and provisions as were thereinbefore declared and contained by reference to the said will and codicils as aforesaid concerning the said freehold premises thereinbefore granted :

A.D. 1904.

To like uses and upon like trusts as freeholds thereinbefore conveyed.

Enlargement of leasehold parts of Barton Estate into a fee simple.

Conveyance of freeholds so acquired.

To uses before declared concerning freeholds before conveyed.

A.D. 1904.
 Settlement
 of 6th Au-
 gust 1886
 on marriage
 of Sir
 Humphrey
 Francis de
 Trafford
 with Dame
 Violet Alice
 Maud de
 Trafford.

Appoint-
 ment by Sir
 Humphrey
 Francis de
 Trafford in
 exercise of
 power in
 will of Sir
 Humphrey
 de Trafford
 of a jointure
 of 2,000*l.* to
 Dame Violet
 Alice Maud
 de Trafford.

Death of
 Augustus
 Henry de
 Trafford.

Appointment
 of Charles
 Edmund de
 Trafford to
 be a Trustee
 for general
 purposes of
 will of Sir
 Humphrey
 de Trafford.

And whereas by an indenture dated the sixth day of August one thousand eight hundred and eighty-six and made between the said Sir Humphrey Francis de Trafford of the one part and Violet Alice Maud Franklin (now Dame Violet Alice Maud de Trafford his wife) of the other part (being a settlement made in consideration of the marriage then intended and shortly afterwards solemnized between the said Sir Humphrey Francis de Trafford and Dame Violet Alice Maud de Trafford) the said Sir Humphrey Francis de Trafford in exercise of the power for that purpose given to him by the said will of the said Sir Humphrey de Trafford appointed to the use of the said Dame Violet Alice Maud de Trafford (if the said intended marriage should take effect and she should survive him) during her life or until she should marry after the death of the said Sir Humphrey Francis de Trafford a yearly rentcharge of two thousand pounds by way of jointure to be charged upon and issuing out of certain plots of land situate at Stretford in the county of Lancaster and comprised in the respective leases the particulars whereof were contained in the schedule to the indenture in recital (subject to the leases affecting the same plots respectively and to the terms of years thereby respectively created) such jointure to be without power of anticipation :

And whereas the said Augustus Henry de Trafford died on the nineteenth day of January one thousand eight hundred and ninety-five :

And whereas by an indenture dated the twentieth day of May one thousand eight hundred and ninety-six and made between the said Lady Mary Annette de Trafford and Henry Stourton of the first part the said Charles Edmund de Trafford of the second part the said Charles Bertram Baron Bellew of the third part the said Mary Annette de Trafford of the fourth part the said Mary Hilda de Trafford of the fifth part the said Lady Mary Annette de Trafford Henry Stourton and Charles Edmund de Trafford of the sixth part and the said Lady Mary Annette de Trafford Henry Stourton and Charles Bertram Baron Bellew of the seventh part the said Lady Mary Annette de Trafford and Henry Stourton in exercise of every statutory and other (if any) power enabling them appointed the said Charles Edmund de Trafford to be a Trustee in the stead of the said Augustus Henry de Trafford deceased and jointly with themselves the said Lady

Mary Annette de Trafford and Henry Stourton for the general purposes of the said will and codicils of the said Sir Humphrey de Trafford and also for the general purposes of the resettlement of 1886 including trusteeship of the settlements made by the said will and resettlement respectively and for all other purposes for which they themselves the present appointors were immediately before the execution by them of the indenture in recital Trustees under the said will codicils and resettlement respectively other than and except certain purposes for which the said Charles Bertram Baron Bellew was by the indenture in recital afterwards appointed a Trustee jointly with the appointors and not being material to be recited for the purposes of this Act And by the indenture in recital the said Lady Mary Annette de Trafford and Henry Stourton assigned unto themselves and the said Charles Edmund de Trafford All the leasehold messuages lands tenements and hereditaments whether holden for any life or lives or for any terms of years absolute or determinable which by the said will and codicils of the said Sir Humphrey de Trafford were bequeathed to the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton upon trusts corresponding with the uses and trusts thereby limited and declared of and concerning the said testator's residuary real estate or which by reason of any such purchase as thereinbefore recited or otherwise had become and were immediately before the execution by them of the indenture in recital vested in them the said assignors upon such corresponding trusts To hold the same unto the said Lady Mary Annette de Trafford Henry Stourton and Charles Edmund de Trafford their executors administrators and assigns for all such estate term or interest as they the said Lady Mary Annette de Trafford and Henry Stourton had therein respectively immediately before the execution by them of the indenture in recital upon such of the trusts and with and subject to such of the powers provisoes and declarations by and in the said will and codicils declared expressed and contained concerning the leasehold premises thereby bequeathed upon such trusts as aforesaid as were then subsisting or capable of taking effect :

A.D. 1904.

And whereas the said Henry Stourton died on the nineteenth day of October one thousand eight hundred and ninety-six :

Death of
Henry
Stourton.

And whereas by an indenture dated the thirty-first day of May one thousand eight hundred and ninety-seven and made

Appoint-
ment of
Charles

A.D. 1904.
 Bertram
 Baron
 Bellew to be
 a Trustee for
 general pur-
 poses of will
 of Sir Hum-
 phrey de
 Trafford.

between the said Lady Mary Annette de Trafford and Charles Edmund de Trafford of the first part the said Charles Bertram Baron Bellew of the second part the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew of the third part the said Charles Edmund de Trafford of the fourth part the said Charles William Clifford of the fifth part the said Sir Humphrey Francis de Trafford of the sixth part and the said Lady Mary Annette de Trafford Charles Bertram Baron Bellew and Charles William Clifford of the seventh part the said Lady Mary Annette de Trafford and Charles Edmund de Trafford in exercise of every statutory and other (if any) power enabling them appointed the said Charles Bertram Baron Bellew to be a Trustee in the stead of the said Henry Stourton deceased and jointly with themselves the said Lady Mary Annette de Trafford and Charles Edmund de Trafford for the general purposes of the said will and codicils of the said Sir Humphrey de Trafford and also for the general purposes of the resettlement of 1886 including the trusteeship of the settlements made by the said will and resettlement respectively and for all other purposes for which they themselves the then present appointors were immediately before the execution by them of the indenture in recital Trustees under the said will codicils and resettlement respectively other than and except certain purposes for which the said Charles William Clifford was thereafter appointed a Trustee jointly with the said Lady Mary Annette de Trafford and Charles Bertram Baron Bellew and not material to be recited for the purpose of this Act And by the indenture in recital the said Lady Mary Annette de Trafford and Charles Edmund de Trafford assigned unto themselves and the said Charles Bertram Baron Bellew All the leasehold messuages lands tenements and hereditaments which by the said indenture of the twentieth day of May one thousand eight hundred and ninety-six were assigned to the said Lady Mary Annette de Trafford Henry Stourton and Charles Edmund de Trafford as hereinbefore recited and all other (if any) the leasehold (whether for life or lives or for years) messuages lands tenements and hereditaments which by reason of any such purchase as thereinbefore recited or otherwise had become and were immediately before the execution by them of the indenture in recital vested in them the said assignors upon trusts corresponding with the uses and trusts declared by or referentially to

the said will of the said Sir Humphrey de Trafford concerning his residuary real estate To hold the same unto the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew their executors administrators and assigns for all such estate term or interest as they the said assignors had therein respectively immediately before the execution by them of the indenture in recital upon such of the trusts and with and subject to such of the powers provisoes and declarations by and in the said will declared expressed and contained concerning the leasehold premises thereby settled as were then subsisting or capable of taking effect :

A.D. 1904.

And whereas the said Sir Humphrey Francis de Trafford has only been once married that is to say on the ninth day of August one thousand eight hundred and eighty-six to the said Dame Violet Alice Maud de Trafford who is still living and there have been issue of such marriage four children and no more that is to say three sons Humphrey Edmund de Trafford Rudolph Edgar Francis de Trafford and Raymund Vincent de Trafford and one daughter Violet Mary de Trafford all of whom are infants under the age of twenty-one years :

Marriage of
Sir Hum-
phrey
Francis de
Trafford.

Issue of Sir
Humphrey
Francis de
Trafford.

And whereas the said Charles Edmund de Trafford the second son of the said testator Sir Humphrey de Trafford is still living and has been only once married that is to say on the fifteenth day of October one thousand eight hundred and ninety-two to the Right Honourable the Lady Agnes Feilding :

Marriage of
Charles
Edmund de
Trafford.

And whereas there has been issue male of the said Charles Edmund de Trafford one son and no more who is still living that is to say Hubert Edmund Francis de Trafford who is an infant under the age of twenty-one years :

Issue male
of Charles
Edmund de
Trafford.

And whereas the said Gilbert Talbot Joseph de Trafford the third son of the said testator Sir Humphrey de Trafford died on the fourteenth day of July one thousand eight hundred and ninety a bachelor and under the age of twenty-one years :

Death of
Gilbert Talbot
Joseph de
Trafford a
bachelor and
under 21.

And whereas the said testator Sir Humphrey de Trafford had no son born after the date of his said will :

No child of Sir
Humphrey de
Trafford born
after date of his
will.

And whereas the said Sigismund Cathcart de Trafford (the eldest son of the testator's late brother John Randolphus de Trafford) is still living and has been only once married that is

Marriage of
Sigismund
Cathcart de
Trafford.

A.D. 1904. to say on the twentieth day of November one thousand eight hundred and seventy-nine to Clementina Frances Mostyn :

Issue male of
Sigismund
Cathcart de
Trafford.

And whereas there have been issue male of the said Sigismund Cathcart de Trafford two twin sons and no more both of whom are still living that is to say Geoffrey Edmund de Trafford and Reginald Francis de Trafford both of whom were born after the death of the said testator Sir Humphrey de Trafford and are infants under the age of twenty-one years :

Marriage of
Galfrid
Aloysius
Cathcart de
Trafford.

And whereas the said Galfrid Aloysius Cathcart de Trafford (the second son of the said John Randolphus de Trafford) is still living and has been only once married that is to say on the twentieth day of August one thousand eight hundred and eighty-seven to Cecile Elizabeth Margaret de Stacpoole :

Issue male
of Galfrid
Aloysius
Cathcart de
Trafford.

And whereas there have been issue male of the said Galfrid Aloysius Cathcart de Trafford two sons and no more both of whom are still living that is to say Sicell Noel de Trafford and Ralph Edric Galford Armstrong de Trafford both of whom are infants under the age of twenty-one years :

Death of
Randolphus
Cathcart de
Trafford a
bachelor.

And whereas the said Randolphus Cathcart de Trafford (the third son of the said John Randolphus de Trafford) died on the thirty-first day of March one thousand nine hundred a bachelor :

Marriage of
Charles
Alan Cath-
cart de
Trafford.

And whereas the said Charles Alan Cathcart de Trafford (the fourth son of the said John Randolphus de Trafford) is still living and has been only once married that is to say on the twenty-ninth day of May one thousand nine hundred to the Right Honourable the Lady Victoria Frederica Wilhelmina Georgina Seymour :

No male issue
of Charles
Alan Cathcart
de Trafford.

And whereas there has been no male issue of the said Charles Alan Cathcart de Trafford :

Marriage of
Augustus
Henry de
Trafford.

And whereas the said Augustus Henry de Trafford was married once only that is to say on the nineteenth day of September one thousand eight hundred and seventy-six to Gertrude Mary Walmesley :

Issue male
of Augustus
Henry de
Trafford.

And whereas there were issue male of the said Augustus Henry de Trafford seven sons and no more of whom six are still living and of whom five were born in the lifetime of the said testator Sir Humphrey de Trafford that is to say Henry Joseph de Trafford who was born on the thirtieth day of July one thousand eight hundred and seventy-seven Augustus Francis de

Trafford who was born on the twenty-eighth day of October one thousand eight hundred and seventy-nine and died on the first day of June one thousand nine hundred and four a bachelor Thomas Cecil de Trafford who was born on the third day of January one thousand eight hundred and eighty-one Herman St. Michael de Trafford who was born on the twenty-ninth day of September one thousand eight hundred and eighty-two and Oswald de Trafford who was born on the twenty-sixth day of July one thousand eight hundred and eighty-five and Robert Ashton de Trafford and Edward Aloysius de Trafford both of whom were born after the death of the said testator and are infants under the age of twenty-one years :

And whereas the said William Trafford who afterwards assumed the name of de Trafford was married once only that is to say on the twenty-second day of November one thousand eight hundred and sixty-four to Mary Dand :

Marriage of William Trafford who assumed name of de Trafford.

And whereas there were issue male of the said William de Trafford two sons and no more that is to say Humphrey Edward de Trafford who was born on the sixth day of September one thousand eight hundred and seventy and who is still living and Cuthbert William de Trafford who died on the twenty-first day of September one thousand eight hundred and ninety-five a bachelor :

Issue male of William de Trafford.

And whereas the said Humphrey Edward de Trafford has had one son only namely Cuthbert Henry de Trafford who was born after the death of the testator Sir Humphrey de Trafford and is still living :

Issue male of Humphrey Edward de Trafford.

And whereas the said William de Trafford died on the second day of July one thousand nine hundred and one :

Death of William de Trafford.

And whereas the said Mildred Mary Josephine Lady Bellew the eldest daughter of the said testator Sir Humphrey de Trafford is still living and has been married once only that is to say on the eighth day of August one thousand eight hundred and eighty-three to the said Charles Bertram Baron Bellew :

Marriage of Mildred Mary Josephine Lady Bellew.

And whereas there has been no issue of the said Mildred Mary Josephine Lady Bellew :

No issue of Lady Bellew.

And whereas the said Dame Gundrede Annette Teresa O'Brien the second daughter of the said testator Sir Humphrey de Trafford is still living and has been married once only

Marriage of Dame Gundrede Annette Teresa O'Brien.

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that is to say on the twenty-second day of September one thousand eight hundred and eighty-five to the said Sir Timothy Carew O'Brien :

Issue male
of Dame
Gundredo
Annette
Teresa
O'Brien.

And whereas there has been issue male of the said Dame Gundrede Annette Teresa O'Brien two sons and no more both of whom are still living that is to say Timothy John Aloysius O'Brien and Robert Rollo Gillespie O'Brien both of whom were born after the death of the said testator Sir Humphrey de Trafford and are infants under the age of twenty-one years :

Mary
Annette de
Trafford
unmarried.

And whereas the said Mary Annette de Trafford the third daughter of the said testator Sir Humphrey de Trafford is still living and has never been married :

Marriage of
Sicele Agnes
Clifford.

And whereas the said Sicele Agnes Clifford the fourth daughter of the said testator Sir Humphrey de Trafford is still living and has been married once only that is to say on the second day of June one thousand eight hundred and ninety-two to the said Charles William Clifford :

Issue male
of Sicele
Agnes
Clifford.

And whereas there have been issue male of the said Sicele Agnes Clifford three sons and no more all of whom are still living that is to say George Gilbert Joseph Clifford Walter Francis Joseph Clifford and Lewis Arthur Joseph Clifford all of whom are infants under the age of twenty-one years :

Mary Hilda
de Trafford
unmarried.

And whereas the said Mary Hilda de Trafford the fifth daughter of the said testator Sir Humphrey de Trafford is still living and has never been married :

Charges
affecting
corpus of
estates.

And whereas the only subsisting charges now affecting the fee simple of the estates now subject to the subsisting limitations of the said will of the said Sir Humphrey de Trafford or the entire leasehold interest in such of the said estates as are of leasehold tenure (all which estates and also any money or investments for the time being liable under the trusts of the said will to be laid out in the purchase of land to be settled to the same uses as the said estates are hereinafter in this Act referred to as "the settled estates") are the following (that is to say) :—

- (1) The jointure rentcharge of two thousand pounds payable to the said Lady Mary Annette de Trafford during her life and charged on such parts of the settled estates as are comprised in the fourth division of the first schedule to the settlement of 1855 ;

- (2) The jointure rentcharge of five thousand pounds payable to the said Lady Mary Annette de Trafford during her life and charged on such parts of the settled estates as were devised by or have by the resettlement of 1886 or otherwise been conveyed to the uses of the said will of the said testator Sir Humphrey de Trafford ;
- (3) The jointure rentcharge of two thousand pounds payable to the said Dame Violet Alice Maud de Trafford in case she shall survive the said Sir Humphrey Francis de Trafford and during the residue of her life or until she shall marry again after the death of the said Sir Humphrey Francis de Trafford and charged on such parts of the settled estates as are comprised in the leases particulars whereof are contained in the schedule to the said indenture of settlement of the sixth day of August one thousand eight hundred and eighty-six ;
- (4) Any other annual sums for jointures and any annual or gross sums for portions and maintenance which may become charged on the settled estates under the said will of the said Sir Humphrey de Trafford ;

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all which charges are hereinafter in this Act referred to as "the paramount charges" and are not intended to be in any way prejudiced or affected by the provisions of this Act :

Paramount charges not intended to be affected by this Act.

And whereas at the date of the introduction of the Bill for this Act the only subsisting charges affecting the life estate of the said Sir Humphrey Francis de Trafford in the settled estates were the following (that is to say) :—

Charges affecting life estate of Sir Humphrey Francis de Trafford.

- (1) Two hundred and sixty thousand pounds with interest thereon at the rate of four pounds fifteen shillings per centum per annum reducible to three pounds fifteen shillings per centum per annum on punctual payment being the aggregate amount of certain mortgage debts secured by ten several indentures dated respectively the twenty-eighth day of January one thousand eight hundred and ninety the twenty-eighth day of April one thousand eight hundred and ninety the seventeenth day of March one thousand eight hundred and ninety-one the twenty-first day of April one thousand eight hundred and ninety-three

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the twenty-first day of April one thousand eight hundred and ninety-three the twenty-second day of December one thousand eight hundred and ninety-three the twenty-second day of December one thousand eight hundred and ninety-three the fourth day of June one thousand eight hundred and ninety-seven the fifth day of June one thousand eight hundred and ninety-seven and the second day of May one thousand eight hundred and ninety-eight and all which were then vested either originally or by transfer in the Life Association of Scotland ;

- (2) Twenty-five thousand pounds with interest thereon at the rate of three pounds fifteen shillings per centum per annum being the aggregate amount of certain mortgage debts secured by six several indentures dated respectively the twenty-first day of August one thousand eight hundred and ninety-one the second day of December one thousand eight hundred and ninety-one the twenty-first day of April one thousand eight hundred and ninety-three the twenty-second day of December one thousand eight hundred and ninety-three the fourth day of June one thousand eight hundred and ninety-seven and the fifth day of June one thousand eight hundred and ninety-seven and all which were then vested in the executors of Francis Tongue Rufford deceased ;
- (3) Seventeen thousand pounds with interest thereon at the rate of four pounds per centum per annum being the aggregate amount of certain mortgage debts secured by six several indentures dated respectively the twenty-second day of December one thousand eight hundred and ninety-three the twenty-second day of December one thousand eight hundred and ninety-three the twenty-second day of December one thousand eight hundred and ninety-three the sixth day of March one thousand eight hundred and ninety-four the sixth day of March one thousand eight hundred and ninety-four and the fifth day of June one thousand eight hundred and ninety-seven and all which were then vested in Godfrey Lewis Clark ;

- (4) Thirty-seven thousand pounds with interest thereon at the rate of four pounds ten shillings per centum per annum being the aggregate amount of certain mortgage debts secured by seventeen several indentures dated respectively the twenty-second day of December one thousand eight hundred and ninety-three the sixth day of March one thousand eight hundred and ninety-four the twenty-third day of October one thousand eight hundred and ninety-four the fourth day of February one thousand eight hundred and ninety-five the first day of July one thousand eight hundred and ninety-five the twenty-third day of August one thousand eight hundred and ninety-five the twenty-third day of August one thousand eight hundred and ninety-five the twenty-third day of August one thousand eight hundred and ninety-five the first day of November one thousand eight hundred and ninety-six the sixteenth day of November one thousand eight hundred and ninety-six the seventeenth day of November one thousand eight hundred and ninety-six the fourth day of June one thousand eight hundred and ninety-seven the fourth day of June one thousand eight hundred and ninety-seven the fifth day of June one thousand eight hundred and ninety-seven the sixteenth day of July one thousand eight hundred and ninety-seven and the twenty-ninth day of September one thousand eight hundred and ninety-seven and all which were then vested in Ralph Burch Arthur Charles Davidson and Alan Herbert Davidson ;
- (5) Forty thousand pounds with interest thereon at the rate of six pounds per centum per annum being the aggregate amount of certain mortgage debts secured by five several indentures dated respectively the twenty-ninth day of September one thousand eight hundred and ninety-seven the twenty-fifth day of January one thousand eight hundred and ninety-eight the second day of May one thousand eight hundred and ninety-eight the second day of May one thousand

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eight hundred and ninety-eight and the thirteenth day of October one thousand eight hundred and ninety-nine and all which were then vested in Frederick John Coverdale Francis Mostyn and Constance Susannah Blount ;

- (6) Fifteen thousand pounds with interest thereon at the rate of six pounds per centum per annum being the aggregate amount of certain mortgage debts secured by five several indentures dated respectively the fourth day of August one thousand eight hundred and ninety-eight the thirteenth day of October one thousand eight hundred and ninety-nine the thirty-first day of July one thousand nine hundred the thirty-first day of July one thousand nine hundred and the eleventh day of February one thousand nine hundred and one and all which were then vested in the said Frederick John Coverdale and Francis Mostyn and Mary Louisa Mostyn ;
- (7) Six thousand pounds with interest thereon at the rate of six pounds per centum per annum secured by two several indentures dated respectively the twelfth day of December one thousand nine hundred and the eleventh day of February one thousand nine hundred and one and then vested in Trevor George Becher ;
- (8) Six thousand pounds with interest thereon at the rate of seven pounds per centum per annum secured to the Right Honourable Arthur Robert Pycers Viscount Southwell Edward Joseph Mostyn Francis Joseph Weld and Thomas Baskerville Mynors by an indenture of mortgage dated the twenty-second day of May one thousand nine hundred and one ;
- (9) Eight thousand pounds with interest thereon at the rate of ten pounds per centum per annum secured to Herbert Marmaduke Joseph Stourton by an indenture of mortgage dated the twenty-first day of February one thousand nine hundred and two ;
- (10) Twenty-eight thousand pounds with interest thereon at the rate of ten pounds per centum per annum being the aggregate amount of certain mortgage debts secured by four several indentures dated respectively

the sixteenth day of April one thousand nine hundred and two the twenty-fourth day of July one thousand nine hundred and two the eleventh day of December one thousand nine hundred and two and the sixteenth day of March one thousand nine hundred and three and all of which were then vested in Robert Edmund Campbell;

- (11) An annual sum or pension of two hundred pounds per annum secured to Louisa Sarah Ellis the widow of Francis Ellis the late resident and principal agent of the settled estates by a charge on the life estate of the said Sir Humphrey Francis de Trafford created by an indenture dated the twenty fifth day of June one thousand nine hundred and three subject to the prior incumbrances;
- (12) The amount of the costs charges and expenses of the solicitors and surveyors of the Prudential Assurance Company Limited in reference to a proposed consolidation of some of the existing charges on the life estate of the said Sir Humphrey Francis de Trafford to the extent of four hundred and twenty-five thousand pounds in the event of such consolidation not being completed and secured by a charge on the life estate of the said Sir Humphrey Francis de Trafford dated the thirtieth day of June one thousand nine hundred and three subject to the prior incumbrances;
- (13) The professional costs charges and expenses of Messrs. Burch Whitehead and Davidsons and moneys owing to them on a current account secured with interest thereon as regards moneys owing to them on a current account at the rate of five pounds per centum per annum by a charge on the life estate of the said Sir Humphrey Francis de Trafford dated the first day of July one thousand nine hundred and three subject to the prior incumbrances;
- (14) Seventeen thousand pounds with interest thereon at the rate of fifteen pounds per centum per annum secured as to ten thousand pounds by a charge upon the life estate of the said Sir Humphrey Francis de Trafford

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dated the fourth day of September one thousand nine hundred and three subject to the prior incumbrances (the amount from time to time chargeable in priority to this charge under heads (12) and (13) being limited to the sum of five thousand pounds and interest) And as to seven thousand pounds the remainder of the said sum of seventeen thousand pounds by a charge upon the life estate of the said Sir Humphrey Francis de Trafford dated the twenty-second day of January one thousand nine hundred and four subject to the prior incumbrances and which charges were then vested in Lewis Hewitt;

Life estate charges not intended to be prejudiced by this Act.

all which principal sums amounting together (exclusively of the said annuity or pension payable to the said Louisa Sarah Ellis and the costs charges and expenses and moneys owing on a current account mentioned under heads (12) and (13)) to four hundred and fifty-nine thousand pounds are hereinafter in this Act referred to as "the life estate charges" and are not intended to be prejudiced by this Act nor to be in any way affected by this Act except so far as provision is by this Act made for paying off buying up or obtaining transfers thereof or of any of them :

Life estate charges collateral secured by policies of assurance.

And whereas the life estate charges or some of them were further secured by assignments or deposit of the policies of assurance mentioned in the First Schedule to this Act under which the sums thereby respectively assured are respectively payable on or at some or one of the following events or times namely (A) the death of the said Sir Humphrey Francis de Trafford (B) the expiration of a fixed term of years or the previous death of the said Sir Humphrey Francis de Trafford and (c) the forfeiture by the said Sir Humphrey Francis de Trafford of his life estate in the settled estates under the name and arms clause contained in the said will of the said testator Sir Humphrey de Trafford and by a charge on the life estate of the said Sir Humphrey Francis de Trafford in the settled estates for securing payment of the premiums and other moneys payable for keeping the said policies on foot :

No person yet entitled in tail male in possession under will of Sir Humphrey de Trafford.

And whereas no person has ever yet become entitled to an estate in tail male in possession under the limitations of the will of the said testator Sir Humphrey de Trafford :

And whereas the persons now living and entitled to estates for life or estates in tail male or entitled to or interested in the ultimate remainder in fee under the limitations of the will of the said Sir Humphrey de Trafford are the following (that is to say) :—

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—
Persons now living and entitled under will of Sir Humphrey de Trafford.

- (A) Sir Humphrey Francis de Trafford ;
- (B) Humphrey Edmund de Trafford ;
- (C) Rudolph Edgar Francis de Trafford ;
- (D) Raymund Vincent de Trafford ;
- (E) Charles Edmund de Trafford ;
- (F) Hubert Edmund Francis de Trafford ;
- (G) Sigismund Cathcart de Trafford ;
- (H) Geoffrey Edmund de Trafford ;
- (I) Reginald Francis de Trafford ;
- (J) Galfrid Aloysius Cathcart de Trafford ;
- (K) Sicell Noel de Trafford ;
- (L) Ralph Edric Galford Armstrong de Trafford ;
- (M) Charles Alan Cathcart de Trafford ;
- (N) Henry Joseph de Trafford ;
- (O) Thomas Cecil de Trafford ;
- (P) Herman St. Michael de Trafford ;
- (Q) Oswald de Trafford ;
- (R) Robert Ashton de Trafford ;
- (S) Edward Aloysius de Trafford ;
- (T) Humphrey Edward de Trafford ;
- (U) Cuthbert Henry de Trafford ;
- (V) Mildred Mary Josephine Lady Bellew ;
- (W) Dame Gundrede Annette Teresa O'Brien ;
- (X) Timothy John Aloysius O'Brien ;
- (Y) Robert Rollo Gillespie O'Brien ;
- (Z) Mary Annette de Trafford ;
- (AA) Sicele Agnes Clifford ;
- (BB) George Gilbert Joseph Clifford ;
- (CC) Walter Francis Joseph Clifford ;
- (DD) Lewis Arthur Joseph Clifford ;
- (EE) Mary Hilda de Trafford ;

all of whom are entitled to estates for life or estates in tail male the said Sir Humphrey Francis de Trafford being tenant for life in possession and also entitled to the ultimate remainder in fee as the right heir of the said testator Sir Humphrey de Trafford :

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Persons who
on coming
into exist-
ence may
become en-
titled under
will of Sir
Humphrey
de Trafford.

And the persons now unborn who upon coming into existence may become entitled under the limitations of the said will of the said Sir Humphrey de Trafford are the following (that is to say):—

- (A) Any other sons of the said Sir Humphrey Francis de Trafford and their issue male;
- (B) Any other sons of Charles Edmund de Trafford and their issue male;
- (C) Any other sons of Sigismund Cathcart de Trafford and their issue male;
- (D) Any other sons of Galfrid Aloysius Cathcart de Trafford and their issue male;
- (E) Issue male of Charles Alan Cathcart de Trafford;
- (F) Issue male of Henry Joseph de Trafford;
- (G) Issue male of Thomas Cecil de Trafford;
- (H) Issue male of Herman St. Michael de Trafford;
- (I) Issue male of Oswald de Trafford;
- (J) Issue male of Cuthbert Henry de Trafford;
- (K) Any other sons of Humphrey Edward de Trafford;
- (L) Any sons of Mildred Mary Josephine Lady Bellew and their issue male;
- (M) Any other sons of Dame Gundrede Annette Teresa O'Brien and their issue male;
- (N) Issue male of Mary Annette de Trafford;
- (O) Any other sons of Sicele Agnes Clifford and their issue male;
- (P) Issue male of Mary Hilda de Trafford;

And the before-mentioned persons living and to come into existence are the only persons whose estates or interests in the settled estates are intended to be affected by the provisions of this Act:

Amount of
policies sub-
ject to life
estate
charges.

And whereas subject to the securities for the life estate charges the said Sir Humphrey Francis de Trafford is absolutely entitled to the said policies of assurance and the moneys assured thereby or to become payable thereunder which moneys amount together to a sum of upwards of four hundred and seventy-eight thousand five hundred pounds:

Total annual
charge for
policy pre-
miums.

And whereas the total annual sum payable for premiums in order to keep the said policies on foot amounts to twenty-five

thousand two hundred and fifty-three pounds twelve shillings and sixpence of which sum the annual sum payable for premiums in respect of the risk of forfeiture by the said Sir Humphrey Francis de Trafford of his life estate under the name and arms clause as aforesaid is four thousand one hundred and eighty-six pounds fifteen shillings :

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And whereas certain of the said policies of assurance on the life of the said Sir Humphrey Francis de Trafford are endowment policies and the moneys assured thereby will become payable in the years one thousand nine hundred and twelve and one thousand nine hundred and thirteen if the said Sir Humphrey Francis de Trafford shall be then living or on his death before those respective dates :

Some of policies endowment policies.

And whereas the premiums payable in respect of others of the said policies will cease to be payable at certain fixed periods occurring between the years one thousand nine hundred and eight and one thousand nine hundred and twelve :

Premiums on some of policies cease to be payable at fixed periods.

And whereas the sum required to discharge the debts and liabilities of the said Sir Humphrey Francis de Trafford over and above the aggregate sum due in respect of the life estate charges amounted at the date of the execution of the provisional agreement scheduled to this Act and hereinafter referred to to forty-six thousand one hundred and fifty-six pounds or thereabouts carrying interest in the case of some of such debts at five pounds per centum per annum Many of his creditors are pressing for payment proceedings are imminent and bills or promissory notes given by the said Sir Humphrey Francis de Trafford will be shortly maturing and the said Sir Humphrey Francis de Trafford is wholly unable to raise or provide the amount necessary to discharge such debts and liabilities In case such debts and liabilities shall not be discharged bankruptcy is inevitable the life interest of the said Sir Humphrey Francis de Trafford in the settled estates will be liable to be taken in execution and sold or otherwise made available for payment of his debts and liabilities and the said Sir Humphrey Francis de Trafford and his family will be left wholly unprovided for :

Sir Humphrey Francis de Trafford unable to pay his debts.

And whereas it is impossible to effect any further policies of assurance on the life of the said Sir Humphrey Francis de

Impossible or difficult to effect further

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policies on
life of Sir
Humphrey
Francis de
Trafford,

Trafford or against the risk of forfeiture of his life estate under the name and arms clause contained in the will of the said testator Sir Humphrey de Trafford or if such policies could be effected they could be effected only on payment of exorbitant and practically prohibitive rates of premium :

If Sir Hum-
phrey Fran-
cis de Traf-
ford becomes
bankrupt or
his life estate
sold by
trustee in
bankruptcy
or execution
creditor it
would prob-
ably be sold
at a small
value.

And whereas if the said Sir Humphrey Francis de Trafford were to become bankrupt and the equity of redemption of his life estate in the settled estates should be sold by the Trustee in bankruptcy or by an execution creditor it is feared that having regard to the increased risk of forfeiture to the impossibility of a purchaser being able to effect further policies of assurance on the life of the said Sir Humphrey Francis de Trafford or against the risk of forfeiture as aforesaid and to the risk of the mortgagees entering into possession of and appropriating the rents and profits of the settled estates for payment of their mortgage debts and interest such equity of redemption would be sold at a very small value :

Settled
estates.

And whereas the settled estates consist of the following particulars :—

- (1) Ground rents reserved on long leases or grants in fee and building land and agricultural land in the neighbourhood of Manchester ;
- (2) Similar ground rents and land at Wilmslow and Alderley in the county of Chester ;
- (3) An agricultural estate in the county of Norfolk ;
- (4) Houses and land at Market Harborough and Husbands Bosworth in the county of Leicester including a residence known as Hill Crest Market Harborough ;
- (5) Freehold and leasehold houses and stabling in the county of London including a leasehold residence No. 13 Charles Street ;
- (6) Freehold ground rents at Clapham in the county of Surrey ;
- (7) Various investments representing capital moneys arising from sales of parts of the settled estates amounting in value to about five hundred and forty-one thousand pounds :

Building
land on
settled

And whereas parts of the said building land in the neighbourhood of Manchester and at Wilmslow and Alderley in

the county of Chester have for many years past been sold or leased at fee farm rents or ground rents on advantageous terms and having regard to the demand for building land in those neighbourhoods a steady increase in the annual income of the settled estates is certain to be derived in the future from sales or leases of other parts of the said lands at ground and fee farm rents :

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—
estates likely to be sold or leased advantageously.

And whereas inasmuch as the said Humphrey Edmund de Trafford the eldest son of the said Sir Humphrey Francis de Trafford is an infant of the age of thirteen years or thereabouts a considerable time must necessarily elapse before any moneys can be raised by barring the estate in tail male of the said Humphrey Edmund de Trafford or any other son of the said Sir Humphrey Francis de Trafford in the settled estates :

Time must elapse before estate tail in settled estates can be barred.

And whereas at the date of the introduction of the Bill for this Act arrangements were pending with the Prudential Assurance Company Limited and others for the consolidation of the life estate charges or some of them and for the advance by the Prudential Assurance Company Limited of the sum of four hundred and twenty-five thousand pounds for the purpose of taking transfers of some of the life estate charges and for other purposes connected with such consolidation and under such arrangements the Prudential Assurance Company Limited were to become first mortgagees of the life estate of the said Sir Humphrey Francis de Trafford in the settled estates for the sum of four hundred and twenty-five thousand pounds carrying interest at three pounds fifteen shillings per centum per annum reducible to three pounds ten shillings per centum per annum on punctual payment the said sum being conditionally advanced for a term of years and private lenders were to become second mortgagees for twenty-five thousand pounds carrying interest at four pounds ten shillings per centum per annum and the present holder of the life estate charge for seventeen thousand pounds referred to under head (14) herein-before mentioned was to become third mortgagee for that amount carrying interest at fifteen pounds per centum per annum the expenses attending such proposed consolidation being intended to be provided for out of such advances and in connexion with such arrangements it may be necessary for the holders of the life estate charge under head (13) hereinbefore mentioned wholly or in part to postpone

Proposed arrangement for consolidation and transfer of some of life estate charges.

A.D. 1904. or release the said life estate charge in consideration of receiving a subsequent substituted charge from the said Sir Humphrey Francis de Trafford :

Present
gross annual
income of
settled
estates.

And whereas the present gross annual rental or income of the settled estates is as follows :—

	£	s.	d.
Lancashire and Cheshire estates and London properties - - -	44,131	3	0
Norfolk and Leicestershire estates (excluding Hill Crest at Market Harborough and land in hand) - -	4,321	3	1
Dividends on stocks (less income tax) -	1,628	19	7
Interest on investments on mortgage (less income tax) - - -	16,231	11	10
Rent of 17 North Bruton Mews - -	500	0	0
One year's miscellaneous receipts (based on a three years' average) - -	781	12	4
	<hr/>		
	£67,594	9	10
	<hr/>		

Net annual
income after
payment of
paramount
charges and
expenses of
manage-
ment.

And whereas after deducting the annual amount payable in respect of the paramount charges and also deducting the necessary expenses of management allowances to tenants estate subscriptions pensions (including the said pension to the said Louisa Sarah Ellis) expenses of repairs and other outgoings the settled estates are estimated to produce a net annual income of forty-eight thousand eight hundred and seventy-eight pounds seventeen shillings and one penny or thereabouts :

Amount of
annual inter-
est on life
estate
charges.

And whereas the annual interest payable in respect of the life estate charges (exclusive of the said pension of two hundred pounds to the said Louisa Sarah Ellis and the said costs charges and expenses under the heads (12) and (13) hereinbefore mentioned) amounts to twenty-two thousand one hundred and ninety-seven pounds six shillings which being added to the sum of twenty-five thousand two hundred and fifty-three pounds twelve shillings and sixpence the total annual sum payable for premiums on the said policies makes a total sum of forty-seven thousand four hundred and fifty pounds eighteen shillings and sixpence which being deducted from the said sum of forty-eight thousand eight hundred and seventy-eight pounds seventeen shillings and one penny the estimated net income of the settled

estates leaves a sum of one thousand four hundred and twenty-seven pounds eighteen shillings and sevenpence or thereabouts only available for the maintenance support and education of the said Sir Humphrey Francis de Trafford and his family :

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And whereas in case the said arrangements for consolidation and transfer in connexion with some of the life estate charges are carried out the immediate net annual income of the settled estates after providing for the paramount charges and all outgoings and the interest on the life estate charges and premiums on policies will be increased to a sum of five thousand three hundred and ninety-four pounds or thereabouts :

Estimated increase of net annual income if arrangements for transfer of life estate charges carried out.

And whereas the annual sum payable for premiums against the risk of forfeiture by the said Sir Humphrey Francis de Trafford of his life estate under the name and arms clause contained in the said will of the said testator Sir Humphrey de Trafford is four thousand one hundred and eighty-six pounds fifteen shillings and if the said clause were repealed or its operation were suspended so far as regards the said Sir Humphrey Francis de Trafford during the residue of the life of the said Sir Humphrey Francis de Trafford a saving of that amount would be effected to the net annual income of the settled estates and the net annual income of the settled estates after providing for the paramount charges and all outgoings and the interest on the life estate charges and premiums on policies would in the event of the said arrangements for consolidation and transfer being carried out be increased to a sum of nine thousand five hundred and eighty pounds fifteen shillings or thereabouts and out of such increased net annual income immediate provision could be made for the establishment of a sinking fund for discharging the sums hereinafter in this Act authorised to be raised by mortgage or otherwise :

Annual sum payable for premiums on policies against forfeiture under name and arms clause in will of Sir Humphrey de Trafford and estimated increase of net annual income if operation of clause suspended during life of Sir Humphrey F. de Trafford and that out of increased income provision could be made for a sinking fund for discharging moneys raised under this Act.

And whereas in the like event the net annual income of the settled estates after providing for the paramount charges and all outgoings and the interest on the life estate charges will by the year one thousand nine hundred and thirteen by reason of cesser of premiums and maturing of endowment policies together with the saving effected by the repeal or suspension during the residue of the life of Sir Humphrey Francis de Trafford so far as regards the said Sir Humphrey Francis de Trafford of the said name and

Estimated increase of net annual income from cesser of premiums and maturing of endowment policies.

A.D. 1904. arms clause be increased to twenty-two thousand five hundred and sixteen pounds fifteen shillings or thereabouts :

Further increase of net annual income on death of Lady Mary Annette de Trafford.

And whereas in the like event on the death of the said Lady Mary Annette de Trafford the net annual income of the settled estates will by the cesser of her jointures of seven thousand pounds per annum be further increased to twenty-nine thousand five hundred and sixteen pounds fifteen shillings or thereabouts :

Further increase of annual income by reason of normal development.

And whereas it is estimated that the net annual income of the settled estates will be still further increased by an average annual increase of not less than five hundred pounds per annum if the normal development of the settled estates is not hindered :

Effect of a sale of life estate by a trustee in bankruptcy or an execution creditor.

And whereas the said prospective increases of such net annual income will if the life estate of the said Sir Humphrey Francis de Trafford is sold by a trustee in bankruptcy or by an execution creditor be no longer available for the support of the said Sir Humphrey Francis de Trafford and his wife Dame Violet Alice Maud de Trafford and the maintenance and education of their family who will on the happening of such event be left wholly unprovided for :

Expediency of suspending operation of name and arms clause during residue of life of Sir Humphrey Francis de Trafford.

And whereas it is expedient for the purposes of this Act that the operation of the said name and arms clause contained in the said will of the said testator Sir Humphrey de Trafford be suspended during the residue of the life of the said Sir Humphrey Francis de Trafford so far as regards the said Sir Humphrey Francis de Trafford :

Reasons for a private Act.

And whereas in order to the general preservation and keeping up of the settled estates and the proper development thereof to the best advantage which would be endangered if the life estate of the said Sir Humphrey Francis de Trafford in the settled estates was sold by a trustee in bankruptcy or by an execution creditor and to enable adequate provision to be made for the maintenance support and education of the said Sir Humphrey Francis de Trafford and his wife the said Dame Violet Alice Maud de Trafford and their children it is fit and proper and for the benefit of the persons entitled to the settled estates in remainder after the death of the said Sir Humphrey Francis de Trafford that the Trustees hereinafter appointed for the purposes of this Act should be empowered and authorised to purchase the

life estate of the said Sir Humphrey Francis de Trafford in the settled estates and also his interest in the said policies subject to the paramount charges and the life estate charges and the other charges hereinafter mentioned upon the terms hereinafter in this Act provided and for that purpose to raise by mortgage of or otherwise to provide out of capital moneys or investments forming part of the settled estates such a sum of money as hereinafter mentioned to be applied in manner and for the purposes hereinafter in this Act provided And also that the life estate of the said Sir Humphrey Francis de Trafford should subject as aforesaid be by this Act vested in the Trustees with such powers of management and application of the rents profits and income of the settled estates and of accumulation thereof from time to time as hereinafter in this Act provided :

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And whereas it is also expedient that the power of raising by mortgage or otherwise providing money given to the Trustees by this Act should extend to authorise them to raise or provide such further sums as will be sufficient to enable them to pay off and take transfers or reconveyances of the said life estate charge under head (13) and the said life estate charge of seventeen thousand pounds under head (14) hereinbefore mentioned which last-mentioned charge is carrying interest at the rate of fifteen pounds per centum per annum or any charges which may be substituted for the same respectively under or in connexion with the said arrangements for consolidation and transfer :

Expediency of making provision for payment off of two of life estate charges.

And whereas it is convenient that the Trustees of the will of the said testator Sir Humphrey de Trafford and of this Act should be the same persons and the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew have consented to become Trustees for the purposes of this Act and it is expedient that they be authorised to appoint additional Trustees to act with them for the purposes of this Act :

Expediency of Trustees of will of Sir Humphrey de Trafford and Trustees of Act being same persons.

And whereas with a view to carrying into effect the arrangement proposed to be by this Act authorised for the purchase of the life estate of the said Sir Humphrey Francis de Trafford in the settled estates and his interest in the said policies the said Sir Humphrey Francis de Trafford and the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles

Provisional agreement for purchase of Sir H. F. de Trafford's life estate by Trustees.

A.D. 1904. Bertram Baron Bellew have entered into the provisional agreement a copy of which is set forth in the Second Schedule to this Act :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

Therefore Your Majesty's most dutiful and loyal subjects the Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew do most humbly beseech Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title.

1. This Act may be cited for all purposes as the De Trafford Estate Act 1904.

Trustees of this Act.

2. The powers conferred by this Act may be exercised by the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew or the survivors or survivor of them or the executors or administrators of such survivor or other the Trustees or Trustee for the time being of the said will of the said testator Sir Humphrey de Trafford for the general purposes thereof all of which persons as well as any additional Trustee or Trustees who may be appointed for the purposes of this Act as hereinafter mentioned are hereinafter in this Act included in the expression "the Trustees."

Power to appoint additional Trustees.

3. The Trustees may at any time during the continuance of any of the trusts or purposes of this Act appoint any one or two person or persons to be an additional Trustee or additional Trustees of the said will of the said testator Sir Humphrey de Trafford and also for the purposes of this Act so that the total number of Trustees be not at any time increased to more than five.

Duration of powers under this Act.

4. The powers conferred by this Act on the Trustees shall continue in force and be capable of being exercised by the Trustees during the life of the said Sir Humphrey Francis de Trafford and no longer except so far as may be necessary for carrying into effect contracts entered into during the life of the said Sir Humphrey Francis de Trafford.

Power to apply to court for directions.

5. The Trustees may from time to time apply to the Chancery Division of the High Court of Justice by summons at chambers

in the matter of this Act for directions as to the mode of exercising the powers conferred by or giving effect to the provisions of this Act or as to any other matters connected with the rights and duties of the Trustees as Trustees under the said will of the said testator Sir Humphrey de Trafford or under this Act and any person being an object of or to whom any annual or capital sum is or may be payable under any of the discretionary trusts or powers by this Act vested in or given to the Trustees may similarly apply to the Chancery Division as to the future exercise (but not as to any past exercise) by the Trustees of any of such discretionary trusts or powers and the court may give directions accordingly and may require notice of any application to be served on such persons (if any) as the court may think fit and the court may make such order as to the costs charges and expenses of all or any of the parties to any such application as the court may think fit and neither the Trustees nor any other person shall be in any way liable or answerable for any act done or omitted or payment made in accordance with or sanctioned or confirmed by any order made on summons as aforesaid.

6. The provisional agreement between the said Sir Humphrey Francis de Trafford and the said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew a copy whereof is set forth in the Second Schedule hereto (hereinafter in this Act referred to as "the scheduled agreement") is hereby confirmed and it shall be lawful for the Trustees and they are hereby authorised to purchase at the price and upon the terms hereinafter mentioned all the life estate and interest of the said Sir Humphrey Francis de Trafford under the said will of the said testator Sir Humphrey de Trafford in the settled estates including the right to recover receive and give a discharge for all arrears of rents and profits of the settled estates accrued or accruing due at the time of the completion of the purchase authorised by this Act and also all the interest of the said Sir Humphrey Francis de Trafford in the policies of assurance mentioned in the First Schedule to this Act or any policy or policies which may from time to time become substituted for any policy mentioned in that schedule and the right to recover receive and give a discharge for all money assured by or to become payable under all such policies and from and immediately after the completion of the said purchase all the said life estate and interest of the said Sir Humphrey Francis

Provisional agreement in Second Schedule confirmed and power to Trustees to purchase life interest of Sir Humphrey Francis de Trafford in settled estates and policies.

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—
And such life
estate and
policies
vested in
Trustees.

de Trafford in the settled estates and all his interest in the said policies and the rights aforesaid shall be and the same are hereby vested in the Trustees for the purposes of this Act but subject as respects the settled estates to the paramount charges and subject as respects the life estate and interest of the said Sir Humphrey Francis de Trafford in the settled estates and also as respects the said policies to the life estate charges including any charges which may have been created by the said Sir Humphrey Francis de Trafford for the purpose of carrying out or in connexion with the arrangements for consolidation and transfer referred to in the preamble of this Act the power to create which is not to be affected by this Act and to all other charges (if any) affecting the said settled estates and policies at the time of the completion of the said purchase.

Price to be
paid for pur-
chase of life
estate and
policies.

7. The price to be paid by the Trustees for the purchase of the property mentioned in the last preceding section of this Act shall be the sum of forty-six thousand one hundred and fifty-six pounds being the agreed sum mentioned in the scheduled agreement and such sum together with the other moneys hereinafter authorised to be raised and applied as hereafter in this Act mentioned amounting altogether to a sum not exceeding eighty thousand pounds may be raised by mortgage or otherwise out of capital moneys or investments as hereinafter mentioned and shall be applied in manner and for the purposes hereinafter in this Act provided.

Powers an-
nexed to life
estate made
exercisable
by Trustees.

8. From and immediately after the completion of the purchase authorised by this Act all the following powers and rights which under the said will of the said Sir Humphrey de Trafford or under the Settled Land Acts 1882 to 1890 are limited to or vested in the said Sir Humphrey Francis de Trafford (that is to say) :—

- Power to grant in fee simple at perpetual yearly rents ;
- Power to grant building and other leases ;
- Power to accept surrenders and release covenants ;
- Power to grant or demise wayleaves and other rights ;
- Power to appropriate grant or demise sites for churches or other charitable or public purposes ;
- Power to grant licences to copyhold tenants to build on or improve their tenements ;

Power of giving consent to partitions enfranchisements sales and exchanges ; A.D. 1904.

Rights of working mines and quarries and cutting timber and underwood ;

and all other powers and rights (except powers of jointuring or charging portions and except the powers of protector of the settlement but which powers of protector are not to be exercised by him except with the sanction of the Chancery Division of the High Court of Justice to be obtained by summons at chambers in the matter of this Act and which sanction may be given subject to any conditions as to a resettlement or otherwise the court may think fit) which either under the provisions of the will of the said testator Sir Humphrey de Trafford or in right of his estate as tenant for life in possession without impeachment of waste of the settled estates or under the Settled Land Acts 1882 to 1890 the said Sir Humphrey Francis de Trafford could have exercised or enforced if this Act had not been passed shall be and the same powers and rights are hereby transferred to and vested in and made capable of being exercised and enforced by the Trustees during the life of the said Sir Humphrey Francis de Trafford for the purposes of and subject to the restrictions and provisions contained in this Act and the power of appointing new Trustees for the general purposes of the said will during the life of the said Sir Humphrey Francis de Trafford and the powers of appointing new Trustees for the purposes of this Act shall be exerciseable by the surviving or continuing Trustees or Trustee or the personal representatives of the last surviving or continuing Trustee.

9. From and after the completion of the purchase authorised by this Act all powers and rights by this Act transferred to and vested in the Trustees shall cease to be exerciseable by the said Sir Humphrey Francis de Trafford during the residue of his life.

Sir Humphrey Francis de Trafford no longer to exercise his powers.

10. From and after the completion of the purchase authorised by this Act and during the residue of the life of the said Sir Humphrey Francis de Trafford the clause or provision contained in the said will of the said testator Sir Humphrey de Trafford requiring every male person entitled under the said will as tenant for life to the receipt of the rents and profits of the said testator's residuary real estate to continue to use and bear the surname

Suspension of operation of name and arms clause in will of Sir Humphrey de Trafford during residue of life of Sir

A.D. 1904.

Humphrey
Francis de
Trafford.

and arms of de Trafford and providing for the determination of the estate of any person who being such tenant for life shall discontinue to use and bear the said surname and arms shall cease to operate and have effect so far as regards the said Sir Humphrey Francis de Trafford. Provided that nothing herein contained shall in anywise affect or prejudice the operation or effect of the said clause after the death of the said Sir Humphrey Francis de Trafford.

Power for
Trustees to
surrender
policies and
trusts of
moneys re-
ceived under
policies.

11. The Trustees may at any time during the life of the said Sir Humphrey Francis de Trafford (but subject and without prejudice to the life estate charges affecting the same respectively) surrender any of the policies of assurance vested in them under the purchase authorised by this Act to any office having granted the same respectively for such consideration and generally upon such terms and conditions as the Trustees shall think fit and as and when any money becomes payable under any policy of assurance by the scheduled agreement or this Act transferred to and vested in the Trustees they shall enforce payment of and receive such money or so much thereof as may be payable to them and shall out of the money received by them pay all costs and expenses incurred in the recovery and receipt thereof and also pay or allow to be retained thereout any principal money or interest or other moneys charged thereon or otherwise properly payable thereout and the Trustees shall stand possessed of the net residue after making the payments or allowances by this section authorised of all the money received by them under the policies by this Act transferred to and vested in them and also of any moneys received by them in respect of any surrendered policy upon the trusts and subject to the powers and provisions hereinafter in the section of this Act whereof the marginal note is "Disposal of surplus income" and in the subsequent sections made applicable to the surplus annual income of the settled estates.

Transfer
effected by
this Act not
to prejudice
rights of
creditors.

12. Notwithstanding the transfer to the Trustees of the life estate or interest of the said Sir Humphrey Francis de Trafford in the settled estates and of the policies of assurance mentioned in the First Schedule to this Act the persons who at the time of the completion of the purchase authorised by this Act are creditors of the said Sir Humphrey Francis de

Trafford shall not be hindered delayed or prejudiced in recovery of their debts against or out of such life interest or policies further or otherwise than if the said transfer had been effected by deed executed bonâ fide and for valuable consideration by the said Sir Humphrey Francis de Trafford on the day of the completion of the purchase authorised by this Act.

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13. Immediately after the completion of the purchase authorised by this Act the Trustees shall enter into and during the life of the said Sir Humphrey Francis de Trafford shall continue in the possession or the receipt of the rents and profits of the settled estates but with power to permit any house or houses or any part of the settled estates with the outbuildings and grounds belonging thereto to be occupied as a residence or residences by the said Sir Humphrey Francis de Trafford and his wife and children or any of them without requiring any rent for the same and shall manage or superintend the management of the settled estates and may fell timber or cut underwood from time to time in the usual course for sale or for repairs or otherwise and may erect pull down and repair houses and other buildings and may work mines minerals and quarries and open and work new mines and may drain or otherwise improve the settled estates or any part thereof and shall insure against loss or damage by fire any messuages or other buildings for the time being erected on the settled estates or any part thereof and any furniture chattels and effects in or about any residence or residences for the time being in the occupation of the said Sir Humphrey Francis de Trafford and his wife and children or any of them and which the Trustees may think proper to be insured and may pay all expenses of keeping any messuages or other buildings on any part of the settled estates and any gardens or grounds belonging thereto in proper repair and condition and generally may do all such works and make all such payments as the Trustees may deem proper for keeping the settled estates and the buildings thereon in proper preservation repair and condition and may make allowances to and arrangements with tenants and others and may determine tenancies and accept surrenders of leases and tenancies and generally may deal with the settled estates in a proper and due course of management in like manner as a tenant for life in possession without impeachment of waste entitled for his own use could do.

Trustees to enter on settled estates and receive rents and manage.

A.D. 1904.

Power to
raise by
mortgage
£80,000.

14. The Trustees may at any time or from time to time after the passing of this Act raise by mortgage of the settled estates or any part thereof for all or any of the purposes of this Act any sum or sums not exceeding altogether eighty thousand pounds and the Trustees shall accordingly raise such sums within the limit aforesaid as may from time to time be required for the purposes to which the mortgage moneys are in this section or hereinafter in this Act directed to be applied and the Trustees may convey the settled estates or any part thereof to any person or persons for an estate in fee simple or any less estate by way of mortgage for securing payment of the money raised and the interest thereon.

Effect of
conveyance
by way of
mortgage.

15. Every conveyance by way of mortgage made under this Act shall take effect subject to the paramount charges and also to the life estate charges or such of them as shall not be released but in priority to all estates for life or estates in tail male and to the remainder in fee limited by the said will of the said testator Sir Humphrey de Trafford and may contain a power of sale and such other powers and provisions for securing payment of principal money and interest as the Trustees may deem proper.

Mortgages to
be redeem-
able by per-
son in pos-
session.

16. Every conveyance by way of mortgage made under this Act shall be and be made redeemable by the person for the time being entitled to the actual possession or to the receipt of the rents and profits of the settled estates.

Mortgages
to be subject
to leases and
unless con-
trary agreed
to powers of
will of Sir
Humphrey
de Trafford.

17. Every conveyance by way of mortgage made under this Act shall be subject and without prejudice to all leases subsisting at the time when such conveyance is made and to the exercise of the powers of granting in fee simple at fee farm rents and leasing and granting easements contained in the said will of the said testator Sir Humphrey de Trafford and also (unless the contrary should be expressly provided by the deed of conveyance) shall be subject and without prejudice to the powers of partition enfranchisement sale and exchange and other powers contained in the said will but so that all money arising from any partition enfranchisement sale or exchange and the lands and hereditaments purchased therewith and all lands and hereditaments acquired in severalty or by partition or purchase or received in exchange shall become and be subject to the security made by the conveyance in substitution for the lands and hereditaments

enfranchised or conveyed for the purpose of effecting any partition sale or exchange. A.D. 1904.

18. If and whenever any money secured by mortgage made under this Act is called in or the Trustees shall think fit to pay off the same or any part thereof they may re-borrow and raise on the security of all or any part of the settled estates all or any part of the sum paid off otherwise than by the sinking fund hereinafter provided and may secure payment of the money re-borrowed and the interest thereon by a conveyance by way of mortgage in like manner as by this Act authorised in case of money originally borrowed. Power to re-borrow.

19. The Trustees may from time to time make and concur in all such transfers of and other dealings with any mortgage made under this Act or any other charge for the time being subsisting on the settled estates or any of the life estate charges and may procure all such releases or reconveyances of the hereditaments policies or property comprised therein or any part thereof and may make concur in or procure all such other dealings with and dispositions of any such mortgage or charge or the hereditaments policies or property comprised therein or any part thereof as the Trustees may from time to time think expedient and in particular if the said arrangements for consolidation and transfer mentioned in the preamble of this Act shall not have been carried out and completed prior to the passing of this Act the Trustees are hereby empowered to carry out and complete or concur in carrying out and completing with or without modification the said arrangements and to execute and do or concur in all such transfers assurances acts and things as in the opinion of the Trustees may be necessary or proper for that purpose. Power to Trustees to concur in transfers.

20. All money raised by mortgage under this Act shall be applied in the order and for the purposes and in the manner following and not otherwise (that is to say) :— Disposal of money raised by mortgage.

First In paying the costs and expenses of or incidental to obtaining this Act and the costs and expenses of or incidental to the raising of the money from time to time raised under this Act by mortgage or by sale of any of the investments representing capital moneys forming part of the settled estates :

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Secondly In payment of the sum in the scheduled agreement mentioned as the consideration for the purchase authorised by this Act and so that such sum shall be applied in payment and discharge of the said sum of forty-six thousand one hundred and fifty-six pounds the amount required to pay and discharge the unsecured debts and liabilities of the said Sir Humphrey Francis de Trafford due or incurred at the date of the scheduled agreement or in obtaining a composition or settlement of any of such debts or liabilities :

Thirdly In payment off if the Trustees shall in their discretion think fit and obtaining reconveyances or transfers of the said life estate charge under head (13) and the said life estate charge of seventeen thousand pounds under head (14) hereinbefore mentioned and which last-mentioned charge is now carrying interest at the rate of fifteen pounds per centum per annum or any charges which may be substituted for the same respectively under or in connexion with the said arrangements for consolidation and transfer :

Fourthly In payment of all other moneys (if any) which the Trustees shall in their discretion think fit to pay in order to effect the discharge of the said Sir Humphrey Francis de Trafford from all other (if any) his present debts and liabilities save and except the life estate charges other than as herein provided and also in paying all costs and expenses of the said Sir Humphrey Francis de Trafford or the Trustees which may be incurred in reference to such debts or liabilities or for the purpose of effecting the discharge or procuring the release thereof or obtaining any settlement or composition of any of the said debts or liabilities or procuring the release and re-assignment to the Trustees free from the life estate charges of every or any policy of assurance forming a security for any of those charges which may be paid off and discharged under the powers of this Act or for any other purpose with reference to the matters aforesaid :

Fifthly In payment of any costs charges and expenses incurred by the Trustees in reference to any transfers releases reconveyances of or other dealings with any

mortgage made under the powers of this Act or any other charge for the time being subsisting on the settled estates or any of the life estate charges which the Trustees may think fit to make or concur in under the power for that purpose given them by this Act :

A.D. 1904.

And any surplus of the money raised by mortgage as aforesaid or by sale of any of the investments representing capital moneys forming part of the settled estates over what shall be actually required for the purposes aforesaid shall be held by the Trustees upon the trusts and subject to the powers and provisions applicable to capital moneys arising under the Settled Land Acts 1882 to 1890 from hereditaments forming part of the settled estates and so as to be primarily liable to be invested in the purchase of freehold hereditaments for an estate in fee simple to be conveyed and settled in like manner as the freehold hereditaments forming part of the settled estates.

21. The Trustees may (but subject and without prejudice to the paramount charges and the life estate charges) raise by sale or realisation of any of the investments representing capital moneys forming part of the settled estates and apply for any purpose for which money raised by mortgage under this Act is by this Act authorised to be applied any sum or sums not exceeding in the whole the sum of eighty thousand pounds but the total amount of the sums authorised to be raised under this Act either by mortgage under this Act or by sale or realisation of any of the investments representing capital moneys forming part of the settled estates shall not at any time exceed the said sum of eighty thousand pounds.

Investments held on trusts of will of Sir Humphrey de Trafford may be applied as money borrowed.

22. The rents profits and annual income of the settled estates to accrue to and be received by the Trustees from and after the completion of the purchase authorised by this Act including the produce of the sale of underwood which shall be received by the Trustees during the life of the said Sir Humphrey Francis de Trafford and including rents and royalties received on mining or mineral leases or licences subsisting at the time of the completion of the purchase authorised by this Act (which rents profits and annual income including as aforesaid are in this Act referred to as annual income) shall be applied by the Trustees in

Disposal of rents and profits.

A.D. 1904. the order and manner and for the purposes following and not otherwise (that is to say) :—

First In paying all rates taxes wages salaries and other expenses and outgoings due at the time of the completion of the purchase authorised by this Act or afterwards to become due or payable or incurred in reference to the management of the settled estates and paying the costs and expenses incurred in the exercise of the powers or the performance of the duties by this Act conferred or imposed on the Trustees except so far as any such costs and expenses are by this Act directed to be paid and can having regard to the amount thereof be primarily paid out of money raised under this Act by mortgage or by sale or realisation of any of the investments representing capital moneys forming part of the settled estates and except so far as any of such payments may by the express terms of any conveyance by way of mortgage made under the powers of this Act be postponed to the security made by such conveyance :

Secondly In paying the arrears or other payments (if any) due at the time of the completion of the purchase authorised by this Act and in paying year by year the interest and other payments becoming due after the completion of such purchase in respect of the paramount charges :

Thirdly In paying year by year the said annual sum or pension of two hundred pounds to the said Louisa Sarah Ellis and the interest premiums and other payments becoming due after the completion of the said purchase under the securities for the life estate charges or such of them as shall for the time being be subsisting :

Fourthly In paying year by year the interest and other payments (if any) becoming due in respect of any money raised by mortgage under this Act :

Fifthly In paying year by year the premiums and other moneys required to be paid for keeping on foot any of the policies mentioned in the First Schedule to this Act which shall for the time being be discharged from any of the life estate charges or which shall remain after the discharge

of any of the life estate charges or so many of them as shall for the time being be subsisting and in effecting and keeping on foot any new policy or policies in substitution for any such policies : A.D. 1904.

Sixthly In appropriating year by year during the life of the said Sir Humphrey Francis de Trafford so much of the said annual income (not exceeding in any one year except with the sanction of the Chancery Division of the High Court of Justice to be obtained by summons at chambers in the matter of this Act the sum of six thousand pounds) as shall in the opinion of the Trustees be adequate and sufficient for the purpose for the maintenance education and support or otherwise for the benefit of the said Sir Humphrey Francis de Trafford and his wife and child or children or other issue for the time being in existence such amount to be paid or applied at the discretion of the Trustees to or for or towards the maintenance education and personal support or otherwise for the benefit of such one or more to the exclusion of the others or other of such objects of the present discretionary trust or power in such manner and if more than one in such shares and proportions as the Trustees shall think proper with power for the Trustees in their discretion thereout to pay over any sums which they may think proper to be paid or applied for the benefit of any of the children of the said Sir Humphrey Francis de Trafford during their minority to the said Sir Humphrey Francis de Trafford or to the said Dame Violet Alice Maud de Trafford or the wife for the time being of the said Sir Humphrey Francis de Trafford for the purpose of the same being so applied by him or her without the Trustees being responsible for the due application thereof :

Seventhly In paying year by year to or for the benefit of the said Humphrey Edmund de Trafford the eldest son of the said Sir Humphrey Francis de Trafford or other the eldest son for the time being of the said Sir Humphrey Francis de Trafford after he shall have attained the age of twenty-one years during the joint lives of such eldest son and the said Sir Humphrey Francis de Trafford the annual sums following (that is to say) until such eldest son shall

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marry such an annual sum not exceeding one thousand pounds and thenceforth such an annual sum not exceeding two thousand pounds as the Trustees shall think proper such annual sums respectively to be paid in advance by equal quarterly payments on the twenty-fifth day of March the twenty-fourth day of June the twenty-ninth day of September and the twenty-fifth day of December in each year the first quarterly payment of the said annual sum not exceeding one thousand pounds to be made on the first of those days which shall happen next after such eldest son shall have attained the age of twenty-one years and the first quarterly payment of the said annual sum not exceeding two thousand pounds to be made on the first of the said days which shall happen next after his marriage :

Eighthly In continuing wholly or partially any pensions or allowances which at the time of the passing of this Act the said Sir Humphrey Francis de Trafford shall be paying or providing not exceeding in the whole the sum of five hundred pounds in any one year.

Disposal of
surplus in-
come.

23. The surplus of the annual income received by the Trustees and not required to be applied for any of the purposes mentioned in the last preceding section of this Act shall be invested and accumulated in the way of compound interest by investment thereof and of all resulting income in the names of the Trustees in any investments authorised by the said will of the said testator Sir Humphrey de Trafford for the investment of money arising from a sale under the power of sale therein contained so as to form a sinking fund for the discharge of any mortgage made under the powers of this Act and affecting the fee simple of the settled estates or for the replacement of any investments representing capital moneys forming part of the settled estates raised and applied for any of the purposes of this Act and the sinking fund so formed shall be applied by the Trustees accordingly and the Trustees at any time and from time to time if and when the annual income of the settled estates shall be insufficient to make any of the payments by this Act directed to be made thereout shall raise out of the said sinking fund any money required to make good the deficiency of such annual income and subject as aforesaid the Trustees shall stand possessed of the

moneys or investments forming the said sinking fund upon the trusts and subject to the powers and provisions hereinafter in this Act made applicable to the surplus annual income of the settled estates.

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24. When by means of the sinking fund formed under this Act all money raised by mortgage or out of investments representing capital money arising from the settled estates under the powers of this Act shall have been discharged or replaced then the surplus annual income of the settled estates shall cease to be accumulated under this Act and shall thenceforth during the remainder of the life of the said Sir Humphrey Francis de Trafford be held and applied by the Trustees upon and for any of the trusts and purposes following (that is to say) :—

Sinking fund to cease when all money authorised to be raised has been discharged or replaced and future application of annual surplus income.

In payment of any sums or allowances in addition to those provided for under the heads sixthly and seventhly in the section of this Act the marginal note whereof is " Disposal of rents and profits " which the Trustees may think fit to pay or allow to or for the maintenance support and benefit of the said Sir Humphrey Francis de Trafford and his wife or children or remoter issue for the time being in existence or any of them or to or for the maintenance support or benefit of any one or more to the exclusion of the others or other of the objects of the present discretionary trust or power :

In paying or providing capital sums as portions for the younger children of the said Sir Humphrey Francis de Trafford or any of such younger children such portions to be paid or divided at such times in such shares and proportions and generally in such manner to or amongst such younger children or any of them and either in the lifetime of the said Sir Humphrey Francis de Trafford or after his death as the Trustees shall in their discretion think proper and with power to the Trustees for the purpose of providing or augmenting such capital sums from time to time during the life of the said Sir Humphrey Francis de Trafford and during such periods continuous or discontinuous during his life as the Trustees shall think fit to invest any moneys forming part of such surplus annual income in any of the modes of investment authorised by the said will of the said testator Sir Humphrey de Trafford

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and to accumulate the same and the resulting income at compound interest and from time to time to apply such accumulations or any part or parts thereof and also any moneys by this Act directed or authorised to be held upon similar trusts for any of the trusts or purposes mentioned in this section :

Any surplus annual income or accumulations of such surplus annual income not applied for any of the purposes aforesaid shall after the death of the said Sir Humphrey Francis de Trafford be held by the Trustees upon trust for such person or persons and purposes as the said Sir Humphrey Francis de Trafford shall by will or codicil appoint and in default of and subject to such appointment in trust for the executors or administrators of the said Sir Humphrey Francis de Trafford as part of his personal estate.

If Sir Humphrey Francis de Trafford discontinues to use and bear surname or arms of de Trafford he is to cease to be an object of any discretionary trust or power under Act.

25. If the said Sir Humphrey Francis de Trafford shall at any time after the passing of this Act discontinue to use and bear the surname or arms of de Trafford within the meaning of the provision in that behalf contained in the said will of the said testator Sir Humphrey de Trafford he shall in such case cease to be an object of any discretionary trust or power for application of any annual income or for payment or allowance of any annual or other sum for his maintenance support or benefit given to the Trustees by this Act.

Limited power of resettlement.

26. When by means of the sinking fund formed under this Act all money raised by mortgage or out of investments representing capital money arising from the settled estates under the powers of this Act shall have been discharged or replaced or if concurrently with the resettlement in this section provided for provision for the discharge or replacement thereof shall be made to the satisfaction of the Trustees it shall be lawful for the Trustees at any time with the sanction of the Chancery Division of the High Court of Justice (such sanction to be obtained by summons at chambers in the matter of this Act) to concur in any resettlement of the settled estates which may be made by the eldest son for the time being of the said Sir Humphrey Francis de Trafford with the consent of the said Sir Humphrey Francis de Trafford as protector of the settlement and under the terms of which resettlement any annual or principal sum may be proposed to be charged and made payable or to be authorised to be charged.

and made payable upon or out of the settled estates during the life of the said Sir Humphrey Francis de Trafford and so that such annual sum or the interest on such principal sum may be made by such resettlement payable out of the income of the settled estates during the life of the said Sir Humphrey Francis de Trafford.

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27. Every receipt from time to time given by the Trustees for any money received by them under this Act shall be a complete discharge for the same and from all liability claims and demands in respect thereof and any person advancing money on mortgage shall not be under any obligation to inquire whether the money advanced is required to be raised or whether more is raised than is required for the purposes of this Act but so far as regards the validity of any mortgage all money secured thereby shall be deemed to have been required and to have been properly and duly raised.

Trustees' receipts to be discharges.

28. The several persons who from time to time are Trustees under this Act and their heirs executors and administrators respectively shall not be answerable the one for the other of them nor shall any of them be liable for any involuntary loss or expense and they respectively out of moneys coming to their respective hands by virtue of this Act may reimburse themselves respectively and allow to the others or other of them respectively their respective costs charges and expenses in and about the execution of this Act.

Indemnities to Trustees.

29. All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties in relation thereto as between solicitor and client shall be paid by the Trustees out of any moneys raised by mortgage or otherwise coming to their hands under this Act and the Chancery Division of the High Court of Justice may from time to time upon application by summons at chambers by any person or persons interested make any order for ascertaining or taxing such costs charges or expenses and the costs of the application and also any order for the payment of such costs charges and expenses out of any moneys applicable for the purpose.

Expenses of Act.

30. Saving always to the King's most Excellent Majesty His heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors

General saving.

A.D. 1904. administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the settled estates or any part thereof to which this Act relates as they or any of them had before the passing of this Act.

Exceptions
from general
saving.

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

- (A) Sir Humphrey Francis de Trafford ;
- (B) Humphrey Edmund de Trafford and the heirs male of his body ;
- (C) Rudolph Edgar Francis de Trafford and the heirs male of his body ;
- (D) Raymund Vincent de Trafford and the heirs male of his body ;
- (E) Any other son of Sir Humphrey Francis de Trafford and the heirs male of their respective bodies ;
- (F) Charles Edmund de Trafford ;
- (G) Hubert Edmund Francis de Trafford and the heirs male of his body ;
- (H) Any other sons of Charles Edmund de Trafford and the heirs male of their respective bodies ;
- (I) Sigismund Cathcart de Trafford ;
- (J) Geoffrey Edmund de Trafford and the heirs male of his body ;
- (K) Reginald Francis de Trafford and the heirs male of his body ;
- (L) Any other sons of Sigismund Cathcart de Trafford and the heirs male of their respective bodies ;
- (M) Galfrid Aloysius Cathcart de Trafford ;
- (N) Sicell Noel de Trafford and the heirs male of his body ;
- (O) Ralph Edric Galford Armstrong de Trafford and the heirs male of his body ;
- (P) Any other sons of Galfrid Aloysius Cathcart de Trafford and the heirs male of their respective bodies ;
- (Q) Charles Alan Cathcart de Trafford ;
- (R) Any sons of Charles Alan Cathcart de Trafford and the heirs male of their respective bodies ;
- (S) Henry Joseph de Trafford ;

- (T) Any sons of Henry Joseph de Trafford and the heirs male of their respective bodies ;
- (U) Thomas Cecil de Trafford ;
- (V) Any sons of Thomas Cecil de Trafford and the heirs male of their respective bodies ;
- (W) Herman St. Michael de Trafford ;
- (X) Any sons of Herman St. Michael de Trafford and the heirs male of their respective bodies ;
- (Y) Oswald de Trafford ;
- (Z) Any sons of Oswald de Trafford and the heirs male of their respective bodies ;
- (AA) Robert Ashton de Trafford and the heirs male of his body ;
- (BB) Edward Aloysius de Trafford and the heirs male of his body ;
- (CC) Humphrey Edward de Trafford ;
- (DD) Cuthbert Henry de Trafford and the heirs male of his body ;
- (EE) Any other sons of Humphrey Edward de Trafford and the heirs male of their respective bodies ;
- (FF) Mildred Mary Josephine Lady Bellew ;
- (GG) Any sons of Mildred Mary Josephine Lady Bellew and the heirs male of their respective bodies ;
- (HH) Dame Gundrede Annette Teresa O'Brien ;
- (II) Timothy John Aloysius O'Brien and the heirs male of his body ;
- (JJ) Robert Rollo Gillespie O'Brien and the heirs male of his body ;
- (KK) Any other sons of Dame Gundrede Annette Teresa O'Brien and the heirs male of their respective bodies ;
- (LL) Mary Annette de Trafford ;
- (MM) Any sons of Mary Annette de Trafford and the heirs male of their respective bodies ;
- (NN) Sicele Agnes Clifford ;
- (OO) George Gilbert Joseph Clifford and the heirs male of his body ;
- (PP) Walter Francis Joseph Clifford and the heirs male of his body ;
- (QQ) Lewis Arthur Joseph Clifford and the heirs male of his body ;

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- (RR) Any other sons of Sicele Agnes Clifford and the heirs male of their respective bodies ;
- (SS) Mary Hilda de Trafford ;
- (TT) Any sons of Mary Hilda de Trafford and the heirs male of their respective bodies ;
- (UU) The said Lady Mary Annette de Trafford Charles Edmund de Trafford and Charles Bertram Baron Bellew as Trustees for the purposes of this Act and of the said will of the said Sir Humphrey de Trafford.

Act as
printed by
King's
printers to
be evidence.

32. This Act shall not be a public Act but shall be printed by the several printers to the King's most Excellent Majesty duly authorised to print the statutes of the United Kingdom and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges justices and others.

The SCHEDULES referred to in the foregoing Act. A.D. 1904.

THE FIRST SCHEDULE.

POLICIES OF ASSURANCE ON THE LIFE OF
SIR HUMPHREY FRANCIS DE TRAFFORD AND AGAINST THE
FORFEITURE OF HIS LIFE ESTATE.

I.—POLICIES effected with the LIFE ASSOCIATION OF SCOTLAND.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
75,063 A3	28 January 1890	£ 10,000	£ 293 6 8	On death or forfeiture of life estate.
75,064 A3	" "	10,000	293 6 8	" "
75,065 A3	" "	10,000	293 6 8	" "
75,066 A3	" "	10,000	293 6 8	" "
75,067 A3	" "	10,000	293 6 8	" "
75,068 A3	" "	10,000	293 6 8	" "
75,069 A3	" "	10,000	293 6 8	" "
75,070 A3	" "	10,000	293 6 8	" "
75,071 A3	" "	10,000	293 6 8	" "
75,072 A3	" "	10,000	293 6 8	" "
75,401 A3	28 April 1890	10,000	293 6 8	" "
75,402 A3	" "	5,000	146 13 4	" "
76,170 A3	23 March 1891	45,000	1,355 12 6	" "
76,570 A3	20 June 1891	10,000	301 5 0	" "
76,578 A3	" "	5,000	150 12 6	" "
76,579 A3	" "	2,500	75 6 3	" "
76,710 A3	21 August 1891	10,000	301 5 0	" "
76,930 A3	1 December 1891	2,500	77 1 8	" "
76,931 A3	2 December 1891	10,000	308 6 8	" "
76,932 A3	" "	10,000	308 6 8	" "
76,933 A3	" "	5,000	154 3 4	" "
76,934 A3	" "	5,000	154 3 4	" "
77,287 A3	26 March 1892	7,000	215 16 8	" "
77,879 A3	14 November 1892	1,000	31 14 2	" "
78,021 A3	10 January 1893	3,000	95 2 6	" "
78,086 A3	25 January 1893	4,000	126 16 8	" "
78,087 A3	" "	1,000	31 14 2	" "
78,167 A3	" "	500	15 17 1	" "
78,168 A3	" "	500	15 17 1	" "
78,169 A3	" "	5,000	171 0 10	" "
78,170 A3	" "	5,000	171 0 10	" "
78,171 A3	" "	5,000	171 0 10	" "
78,172 A3	" "	5,000	171 0 10	" "
78,173 A3	" "	5,000	171 0 10	" "
78,174 A3	10 February 1893	1,000	31 14 2	" "

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I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
78,175 A3	10 February 1893	£ 1,000	£ s. d. 31 14 2	On death or forfeiture of life estate.
78,176 A3	" "	1,000	31 14 2	" "
78,177 A3	" "	1,000	31 14 2	" "
78,178 A3	" "	1,000	31 14 2	" "
78,179 A3	" "	1,000	31 14 2	" "
78,180 A3	" "	1,000	31 14 2	" "
78,181 A3	" "	1,000	31 14 2	" "
78,182 A3	" "	500	15 17 1	" "
78,771 A3	9 August 1893	5,000	133 10 10	On death.
79,073 A3	4 December 1893	1,000	37 11 8	On death or forfeiture of life estate.
79,074 A3	" "	1,000	37 11 8	" "
79,075 A3	" "	1,000	37 11 8	" "
79,076 A3	" "	1,000	37 11 8	" "
79,077 A3	" "	1,000	37 11 8	" "
79,078 B	" "	2,500	109 17 11	" "
79,079 B	" "	2,500	109 17 11	" "
79,080 B	" "	2,500	109 17 11	" "
79,081 B	" "	2,500	109 17 11	" "
79,096 A3	19 December 1893	1,000	37 11 8	" "
79,097 A3	" "	1,000	37 11 8	" "
79,098 A3	" "	1,000	37 11 8	" "
79,099 A3	" "	1,000	37 11 8	" "
79,100 A3	" "	1,000	37 11 8	" "
79,101 A3	" "	1,000	37 11 8	" "
79,102 A3	" "	1,000	37 11 8	" "
79,103 A3	" "	1,000	37 11 8	" "
79,236 A3	" "	500	18 15 10	" "
79,237 A3	" "	500	5 0 0	On forfeiture of life estate.
79,761 A3	8 August 1894	1,000	32 11 8	On death or forfeiture of life estate.
79,762 A3	" "	1,000	32 11 8	" "
79,763 A3	" "	1,000	32 11 8	" "
79,764 A3	" "	1,000	32 11 8	" "
79,765 A3	" "	1,000	32 11 8	" "
79,766 A3	" "	1,000	32 11 8	" "
79,767 A3	" "	1,000	32 11 8	" "
79,768 A3	" "	1,000	32 11 8	" "
79,769 A3	" "	500	13 15 10	On death.
80,694 A3	1 June 1895	1,000	38 11 8	On death or forfeiture of life estate.
80,695 A3	" "	1,000	38 11 8	" "
80,696 A3	" "	1,000	33 11 8	" "
80,697 A3	" "	1,000	33 11 8	" "
80,698 A3	" "	1,000	33 11 8	" "
80,699 A3	" "	500	16 15 10	" "
80,700 A3	" "	500	16 15 10	" "
80,701 A3	" "	500	16 15 10	" "
80,702 A3	" "	500	19 5 10	" "
80,733 A3	10 July 1895	1,000	27 15 10	On death.
80,734 A3	" "	1,000	27 15 10	" "
80,735 A3	" "	1,000	27 15 10	" "
80,736 A3	" "	1,000	27 15 10	" "
80,737 A3	" "	500	13 17 11	" "
80,738 A3	" "	500	13 17 11	" "

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I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
80,739 A3	10 July 1895	£ 500	£ s. d. 13 17 11	On death.
80,741 A3	" "	500	16 7 11	On death or forfeiture of life estate.
82,296 A3	5 February 1897	500	25 0 0	" "
82,297 A3	" "	500	25 0 0	" "
82,298 A3	" "	500	25 0 0	" "
82,299 A3	" "	500	25 0 0	" "

II.—POLICIES effected with the BRITISH EMPIRE MUTUAL LIFE ASSURANCE COMPANY now called the PELICAN AND BRITISH EMPIRE LIFE OFFICE.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
44,220	30 July 1895	£ 1,000	£ s. d. 33 2 6	On death or forfeiture of life estate.
44,221	" "	1,000	28 2 6	On death.
44,222	" "	1,000	28 2 6	"
48,092	14 November 1900	1,000	110 0 0	On death or forfeiture of life estate.
48,168	19 December 1900	500	10 0 0	On forfeiture of life estate.
48,169	" "	500	10 0 0	" "
48,170	" "	500	10 0 0	" "
48,171	" "	500	10 0 0	" "

III.—POLICIES effected with the OCEAN ACCIDENT AND GUARANTEE CORPORATION LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
1039a	21 July 1896	£ 1,000	£ s. d. 6 13 4	On forfeiture of life estate.
1039b	" "	1,000	6 13 4	" "
1039c	" "	500	3 6 8	" "
1039d	" "	1,000	6 13 4	" "
1039e	" "	1,000	6 13 4	" "
1039f	" "	1,000	6 13 4	" "
1039g	" "	1,000	6 13 4	" "
1039h	" "	1,000	6 13 4	" "

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IV.—POLICIES effected with the LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.			V. When Sum assured payable.
		£	£	s.	d.	
13,468	8 September 1893	5,000	50	0	0	On forfeiture of life estate.
15,418	22 December 1896	1,000	50	0	0	On death or forfeiture of life estate.
15,419	" "	1,000	50	0	0	" "
15,420	" "	1,000	50	0	0	" "
15,421	" "	1,000	50	0	0	" "
15,422	" "	1,000	50	0	0	" "
15,423	" "	1,000	50	0	0	" "
15,424	" "	1,000	50	0	0	" "
15,425	" "	1,000	50	0	0	" "
15,426	" "	1,000	50	0	0	" "
15,427	" "	1,000	50	0	0	" "
15,428	" "	1,000	50	0	0	" "
15,429	" "	1,000	50	0	0	" "
15,430	" "	1,000	50	0	0	" "
15,431	" "	1,000	50	0	0	" "
15,432	" "	1,000	50	0	0	" "
15,433	" "	500	25	0	0	" "
15,434	" "	500	25	0	0	" "
15,435	" "	500	25	0	0	" "
15,436	" "	500	25	0	0	" "
15,437	" "	500	25	0	0	" "
15,438	" "	500	25	0	0	" "
15,439	" "	500	25	0	0	" "
15,440	" "	500	25	0	0	" "
15,441	" "	500	25	0	0	" "
15,442	" "	500	25	0	0	" "
15,457	29 December 1896	1,000	50	0	0	" "
15,474	7 January 1897	1,000	50	0	0	" "
15,528	18 February 1897	500	25	0	0	" "
15,581	25 March 1897	1,000	60	0	0	" "
15,590	7 January 1897	1,000	50	0	0	" "
15,591	18 February 1897	500	25	0	0	" "
15,592	" "	500	25	0	0	" "
15,593	" "	500	25	0	0	" "
15,594	" "	500	25	0	0	" "
15,595	" "	500	25	0	0	" "
15,596	" "	500	25	0	0	" "
15,597	" "	500	25	0	0	" "
15,598	" "	500	25	0	0	" "
15,599	" "	500	25	0	0	" "
15,600	25 March 1897	1,000	60	0	0	" "
17,114	13 July 1899	1,000	100	0	0	On death.
17,115	" "	1,000	100	0	0	" "
17,116	" "	1,000	100	0	0	" "
17,117	" "	1,000	100	0	0	" "
17,822	2 July 1900	1,000	100	0	0	" "
17,823	" "	1,000	100	0	0	" "
17,824	" "	1,000	100	0	0	" "
17,825	" "	1,000	100	0	0	" "
17,826	" "	1,000	100	0	0	" "
17,827	" "	1,000	100	0	0	" "
17,828	" "	1,000	100	0	0	" "

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I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.			V. When Sum assured payable.	
		£	£	s.	d.		
17,829	2 July 1900	1,000	100	0	0	On death.	
17,830	" "	1,000	100	0	0	"	
17,831	" "	1,000	100	0	0	"	
17,832	" "	1,000	100	0	0	"	
17,833	" "	1,000	100	0	0	"	
17,834	" "	500	50	0	0	"	
17,835	" "	500	50	0	0	"	
17,836	" "	500	50	0	0	"	
17,837	" "	500	50	0	0	"	
17,838	" "	500	50	0	0	"	
17,839	" "	500	50	0	0	"	
17,840	" "	500	50	0	0	"	
17,841	" "	500	50	0	0	"	
17,842	" "	500	50	0	0	"	
17,843	" "	500	50	0	0	"	
17,844	" "	500	50	0	0	"	
17,850	" "	1,000	100	0	0	"	
17,851	" "	1,000	100	0	0	"	
17,852	" "	500	50	0	0	"	
17881 (17850)	" "	1,000	10	0	0	On forfeiture of life estate.	These are in connexion with life policies shown in brackets. If either life or forfeiture policy becomes a claim the other becomes void.
17882 (17851)	" "	1,000	10	0	0	" "	
17883 (17852)	" "	500	5	0	0	" "	
17892 (17827)	" "	1,000	10	0	0	" "	
17893 (17828)	" "	1,000	10	0	0	" "	
17894 (17829)	" "	1,000	10	0	0	" "	
17895 (17830)	" "	1,000	10	0	0	" "	
17896 (17831)	" "	1,000	10	0	0	" "	
18,130	16 November 1900	1,000	115	0	0	On death or forfeiture of life estate.	
18,279	28 January 1901	500	7	10	0	On forfeiture of life estate.	
18,544	20 April 1901	1,000	115	0	0	On death or forfeiture of life estate.	
18,545	" "	1,000	115	0	0	" "	
18,546	" "	1,000	115	0	0	" "	
18,601	4 May 1901	1,000	115	0	0	" "	
18,602	" "	1,000	115	0	0	" "	
18,677	3 June 1901	1,000	115	0	0	" "	
18,707	14 June 1901	1,000	100	0	0	On death.	
18,708	" "	1,000	100	0	0	"	
20,095	8 August 1902	1,000	20	0	0	On forfeiture of life estate.	
20,096	" "	1,000	20	0	0	" "	
20,097	" "	1,000	20	0	0	" "	
20,195	5 September 1902	1,000	20	0	0	" "	
20,196	" "	1,000	20	0	0	" "	
20,424	27 October 1902	1,000	20	0	0	" "	
20,425	" "	1,000	20	0	0	" "	
20,426	" "	1,000	20	0	0	" "	
20,427	" "	1,000	20	0	0	" "	
413G	14 July 1903	1,000	26	5	0	" "	
414G	" "	1,000	26	5	0	" "	
415G	" "	1,000	26	5	0	" "	
416G	" "	1,000	26	5	0	" "	
417G	" "	1,000	26	5	0	" "	
418G	" "	1,000	26	5	0	" "	
419G	" "	1,000	26	5	0	" "	
448G	11 December 1903	1,000	26	5	0	" "	

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I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
451G	11 December 1903	£ 1,000	£ s. d. 26 5 0	On forfeiture of life estate.
452G	" "	1,000	26 5 0	" "
453G	" "	1,000	26 5 0	" "
454G	" "	1,000	26 5 0	" "
455G	" "	1,000	26 5 0	" "

V.—POLICIES effected with the SCOTTISH METROPOLITAN LIFE
ASSURANCE COMPANY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
30,699	13 July 1897	£ 1,000	£ s. d. 50 0 0	On death or forfeiture of life estate.
30,700	" "	1,000	50 0 0	" "
30,701	" "	1,000	50 0 0	" "
33,364	3 February 1903	500	10 10 0	On forfeiture of life estate.

VI.—POLICIES effected with the NORWICH UNION LIFE
INSURANCE SOCIETY.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
70,109	30 August 1897	£ 1,000	£ s. d. 50 0 0	On death or forfeiture of life estate.
70,110	" "	1,000	50 0 0	" "
70,111	" "	1,000	50 0 0	" "
70,112	" "	500	25 0 0	" "
70,113	" "	500	25 0 0	" "
70,114	" "	500	25 0 0	" "
70,115	" "	1,000	50 0 0	" "
70,116	" "	1,000	50 0 0	" "
70,117	" "	500	25 0 0	" "
70,600	10 January 1898	5,000	402 10 0	On 25th October 1912 or previous death or forfeiture of life estate.
71,025	24 January 1898	1,000	69 11 8	On 16th December 1912 or previous death.
71,026	" "	1,000	69 11 8	" "
71,027	" "	1,000	69 11 8	" "
71,028	" "	1,000	69 11 8	" "

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
71,029	24 January 1898	£ 1,000	£ s. d. 69 11 8	On 16th December 1912 or previous death.
71,030	" "	1,000	69 11 8	" "
71,031	" "	1,000	69 11 8	" "
71,032	" "	1,000	69 11 8	" "
71,033	" "	1,000	69 11 8	" "
71,034	" "	1,000	69 11 8	" "
71,035	" "	500	33 2 6	" "
71,036	" "	500	33 2 6	" "
71,037	" "	500	33 2 6	" "
71,038	" "	500	33 2 6	" "
71,039	" "	500	33 2 6	" "
71,040	" "	500	33 2 6	" "
71,041	" "	500	33 2 6	" "
71,042	" "	500	33 2 6	" "
71,043	" "	500	33 2 6	" "
71,044	" "	500	33 2 6	" "

VII.—POLICIES effected with the COMMERCIAL UNION ASSURANCE
COMPANY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
57,816	15 January 1901	£ 500	£ s. d. 7 10 0	On forfeiture of life estate.
57,817	" "	500	7 10 0	" "
57,818	" "	500	7 10 0	" "
57,819	" "	500	7 10 0	" "
57,820	" "	500	7 10 0	" "
24,415	12 February 1903	4,500	94 10 0	" "
24,419	16 February 1903	5,000	105 0 0	" "
24,430	19 February 1903	2,500	52 10 0	" "
24,766	9 June 1903	1,500	39 7 6	" "
25,325	4 December 1903	2,500	65 12 6	" "

VIII.—POLICIES effected with the FINE ART AND GENERAL INSURANCE
COMPANY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
110,243 s	31 January 1898	£ 1,000	£ s. d. 11 5 0	On forfeiture of life estate.
110,244 s	" "	1,000	11 5 0	" "
110,245 s	" "	1,000	11 5 0	" "
110,246 s	" "	1,000	11 5 0	" "

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I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
110,247 s	31 January 1898	£ 1,000	£ s. d. 11 5 0	On forfeiture of life estate.
110,248 s	" "	1,000	11 5 0	" "
110,249 s	" "	1,000	11 5 0	" "
110,250 s	" "	1,000	11 5 0	" "
110,251 s	" "	1,000	11 5 0	" "
110,252 s	" "	1,000	11 5 0	" "
110,253 s	" "	500	5 12 6	" "
110,254 s	" "	500	5 12 6	" "
110,255 s	" "	500	5 12 6	" "
110,256 s	" "	500	5 12 6	" "
110,257 s	" "	500	5 12 6	" "
110,258 s	" "	500	5 12 6	" "
110,259 s	" "	500	5 12 6	" "
110,260 s	" "	500	5 12 6	" "
110,261 s	" "	500	5 12 6	" "
110,262 s	" "	500	5 12 6	" "
110,545 s	6 April 1898	1,000	11 5 0	" "
110,546 s	" "	1,000	11 5 0	" "
110,547 s	" "	1,000	11 5 0	" "
110,548 s	" "	1,000	11 5 0	" "
110,549 s	" "	500	5 12 6	" "
110,550 s	" "	500	5 12 6	" "
115,753 s	18 July 1900	1,000	11 5 0	" "
115,754 s	" "	500	5 12 6	" "
115,755 s	" "	1,000	11 5 0	" "
$\frac{z}{10}$ 120,571	28 April 1902	1,000	20 0 0	" "
$\frac{z}{10}$ 120,572	" "	1,000	20 0 0	" "
$\frac{z}{10}$ 120,573	" "	1,000	20 0 0	" "
$\frac{z}{10}$ 120,574	" "	1,000	20 0 0	" "
$\frac{z}{10}$ 120,575	" "	1,000	20 0 0	" "

IX.—POLICIES effected with the CREDIT ASSURANCE and
GUARANTEE CORPORATION LIMITED now called the BRITISH DOMINIONS
INSURANCE COMPANY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
c 105	7 April 1898	£ 1,000	£ s. d. 11 5 0	On forfeiture of life estate.
c 106	" "	1,000	11 5 0	" "
c 107	" "	1,000	11 5 0	" "
c 108	" "	1,000	11 5 0	" "
c 109	" "	500	5 12 6	" "
c 110	" "	500	5 12 6	" "

X.—POLICIES effected with the HAND IN HAND FIRE AND LIFE
INSURANCE SOCIETY.

A.D. 1904.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
14,827	24 June 1899	£ 500	£ s. d. 50 0 0	On death.
14,841	" "	500	50 0 0	"
14,842	" "	500	50 0 0	"
14,843	" "	500	50 0 0	"
14,844	" "	500	50 0 0	"
14,845	" "	500	50 0 0	"
14,846	" "	500	50 0 0	"
14,847	" "	500	50 0 0	"

XI.—POLICIES effected with the EQUITABLE LIFE ASSURANCE SOCIETY.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
16,557	1 July 1899	£ 500	£ s. d. 50 0 0	On death.
16,558	" "	500	50 0 0	"
16,559	" "	500	50 0 0	"
16,560	" "	500	50 0 0	"

XII.—POLICIES effected with the COMPENSATION and GUARANTEE
FUND LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
704	21 November 1900	£ 500	£ s. d. 7 10 0	On forfeiture of life estate.
705	" "	500	7 10 0	" "
706	" "	500	7 10 0	" "
707	" "	500	7 10 0	" "
708	" "	500	7 10 0	" "
709	" "	500	7 10 0	" "
710	" "	500	7 10 0	" "
711	" "	500	7 10 0	" "
712	" "	500	7 10 0	" "
713	" "	500	7 10 0	" "

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XIII.—POLICIES effected with the ACCIDENT INSURANCE COMPANY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
1342	12 December 1900	£ 1,000	£ s. d. 15 0 0	On forfeiture of life estate.
1343	" "	1,000	15 0 0	" "
1344	" "	1,000	15 0 0	" "
1345	" "	1,000	15 0 0	" "
1346	" "	1,000	15 0 0	" "

XIV.—POLICIES effected with the LAW UNION and CROWN INSURANCE COMPANY.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
55,457	8 February 1902	£ 1,000	£ s. d. 20 0 0	On forfeiture of life estate.
55,458	" "	1,000	20 0 0	" "
55,459	" "	1,000	20 0 0	" "

XV.—POLICIES effected with the NEW YORK LIFE INSURANCE COMPANY.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
1,119,906	13 May 1902	£ 1,000	£ s. d. 100 0 0	On death.
1,119,907	" "	1,000	100 0 0	"
1,119,908	" "	1,000	100 0 0	"
1,119,909	" "	1,000	100 0 0	"
1,119,910	" "	1,000	100 0 0	"
1,119,911	" "	1,000	100 0 0	"
1,119,912	" "	1,000	100 0 0	"
1,119,913	" "	1,000	100 0 0	"
1,119,914	" "	1,000	100 0 0	"
1,119,915	" "	1,000	100 0 0	"
1,119,916	" "	1,000	100 0 0	"
1,119,917	" "	1,000	100 0 0	"
1,119,918	" "	1,000	100 0 0	"
1,119,919	" "	1,000	100 0 0	"
1,119,920	" "	1,000	100 0 0	"
1,119,921	" "	1,000	100 0 0	"
1,119,922	" "	1,000	100 0 0	"
1,119,923	" "	1,000	100 0 0	"
1,119,924	" "	1,000	100 0 0	"
1,119,925	" "	1,000	100 0 0	"

XVI.—POLICIES effected with the ROYAL EXCHANGE ASSURANCE CORPORATION.

A.D. 1904.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
58,527	9 January 1903	£ 5,000	£ s. d. 530 0 0	On 1st January 1913 or previous death.
58,528	" "	5,000	530 0 0	" "
58,529	" "	5,000	530 0 0	" "
58,530	" "	5,000	530 0 0	" "
58,531	" "	2,000	212 0 0	" "
59,517	25 September 1903	1,000	120 0 0	On 17th September 1913 or previous death.
59,518	" "	1,000	120 0 0	" "
59,519	" "	1,000	120 0 0	" "
59,520	" "	1,000	120 0 0	" "
59,521	" "	1,000	120 0 0	On 19th September 1913 or previous death.
59,522	" "	1,000	120 0 0	" "
59,523	" "	1,000	120 0 0	On 23rd September 1913 or previous death.
59,524	" "	1,000	120 0 0	" "
59,525	" "	1,000	120 0 0	" "
59,526	" "	1,000	120 0 0	" "
59,527	" "	1,000	120 0 0	" "

XVII.—POLICY effected with the UNITED LEGAL INDEMNITY INSURANCE SOCIETY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
100 c	10 February 1903	£ 1,000	£ s. d. 20 0 0	On forfeiture of life estate.

XVIII.—POLICY effected with the PREMIER INSURANCE COMPANY LIMITED.

I. Number of Policy.	II. Date of Policy.	III. Sum assured.	IV. Annual Premium.	V. When Sum assured payable.
5002	24 November 1903	£ 2,500	£ s. d. 65 12 6	On forfeiture of life estate.

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SUMMARY.

No.	Name of Office.	Alternative Policies.	Life Policies.	Name and Arms Policies.	Annual Premium.
		£	£	£	£ s. d.
1	Life Association of Scotland -	311,500	11,000	500	10,093 18 4
2	British Empire Mutual Life Assurance Company.	2,000	2,000	2,000	239 7 6
3	Ocean Accident and Guarantee Corporation Limited.	—	—	7,500	50 0 0
4	Legal and General Life Assurance Society.	37,000	26,000	35,000	5,578 15 0
5	Scottish Metropolitan Life Assurance Company Limited.	3,000	—	500	160 10 0
6	Norwich Union Life Insurance Society.	12,000	15,000	—	1,779 11 8
7	Commercial Union Assurance Company Limited.	—	—	18,500	394 10 0
8	Fine Art and General Insurance Company Limited.	—	—	27,500	353 2 6
9	Credit Assurance and Guarantee Corporation Limited now called The British Dominions Insurance Company Limited.	—	—	5,000	56 5 0
10	Hand in Hand Fire and Life Insurance Society.	—	4,000	—	400 0 0
11	Equitable Life Assurance Society.	—	2,000	—	200 0 0
12	Compensation and Guarantee Fund Limited.	—	—	5,000	75 0 0
13	Accident Insurance Company Limited.	—	—	5,000	75 0 0
14	Law Union and Crown Insurance Company.	—	—	3,000	60 0 0
15	New York Life Insurance Company.	—	20,000	—	2,000 0 0
16	Royal Exchange Assurance Corporation.	—	33,000	—	3,652 0 0
17	United Legal Indemnity Insurance Society Limited.	—	—	1,000	20 0 0
18	Premier Insurance Company Limited.	—	—	2,500	65 12 6
		365,500	113,000	113,000	25,253 12 6
		113,000	113,000		
	Total combined risk £	478,500			

ENDOWMENT POLICIES.

A.D. 1904.

Name of Office.	Date when Policies mature.	Amount assured.	Annual Premiums.
Norwich Union Life Insurance Society	25 October 1912	£ 5,000	£ 402 10 0
" " " "	16 December 1912	15,000	1,027 1 8
Royal Exchange Assurance Corporation	1 January 1913	22,000	2,332 0 0
" " - - -	17 September 1913	4,000	480 0 0
" " - - -	19 September 1913	2,000	240 0 0
" " - - -	23 September 1913	5,000	600 0 0
		£ 53,00 0	5,081 11 8

LIFE AND ALTERNATIVE POLICIES ON WHICH LIFE PREMIUMS CEASE AFTER TEN PAYMENTS AND NAME AND ARMS PREMIUMS CONTINUE PAYABLE.

Name of Office.	Date of last Payment of Life Premiums.	Amount assured.	Amount of Life Premiums to cease.	Name and Arms Premiums to continue.
British Empire Mutual Life Assurance Company.	14 November 1909	£ 1,000	£ 100	£ 10 0 0
Legal and General Assurance Society.	13 July 1908	4,000	400	—
" " " "	2 July 1909	20,000	2,000	—
" " " "	16 November 1909	1,000	100	15 0 0
" " " "	20 April 1910	5,000	500	75 0 0
" " " "	3 June 1910	1,000	100	15 0 0
" " " "	14 June 1910	2,000	200	—
Hand in Hand Fire and Life Insurance Society.	24 June 1908	4,000	400	—
Equitable Life Assurance Society.	1 July 1908	2,000	200	—
New York Life Insurance Company.	1 May 1912	20,000	2,000	—
		£ 60,000	6,000	115 0 0

A.D. 1904.

THE SECOND SCHEDULE.

AN AGREEMENT made the sixteenth day of April 1904 between SIR HUMPHREY FRANCIS DE TRAFFORD of 13 Charles Street Berkeley Square in the county of London Baronet (hereinafter called "the Vendor") of the one part and the Right Honourable MARY ANNETTE DE TRAFFORD commonly called the Lady Mary Annette de Trafford of Irwell Bank Eccles in the County of Lancaster widow of Sir Humphrey de Trafford late of Trafford Park in the county of Lancaster Baronet CHARLES EDMUND DE TRAFFORD of Hothorpe in the county of Northampton Esquire and the Right Honourable CHARLES BERTRAM BARON BELLEW (hereinafter called "the Purchasers") of the other part.

WHEREAS under and by virtue of the will dated the 5th day of May 1883 and three codicils thereto dated respectively the 18th day of June 1885 the 18th day of July 1885 and the 2nd day of November 1885 and which will and codicils were proved in the Manchester District Registry of the Probate Division of the High Court of Justice on the 28th day of July 1886 of the said Sir Humphrey de Trafford who died on the 4th day of May 1886 and an indenture of disentailing assurance and resettlement dated the 30th day of July 1886 and made between the Vendor of the one part and the said Lady Mary Annette de Trafford Augustus Henry de Trafford and Henry Stourton of the other part and duly enrolled (hereinafter referred to as "the resettlement of 1886") and divers conveyances and assurances which have been from time to time made to the uses of the said will divers manors and freehold hereditaments situate in the several counties of Lancaster Chester Norfolk Leicester Middlesex and Surrey now stand limited or are held (subject to the charges and incumbrances affecting the same and hereinafter more particularly referred to) to uses under which the Vendor is now tenant for life in possession thereof without impeachment of waste with remainder to the use of his first and other sons successively according to seniority in tail male with divers remainders over in strict settlement and under and by virtue of the said will and codicils of the said Sir Humphrey de Trafford and divers assignments and assurances to Trustees upon the trusts thereof certain leasehold hereditaments situate in the counties aforesaid or some or one of them are held upon trusts in effect corresponding with the uses in the said will limited concerning the said freehold hereditaments thereby devised in settlement And under and by virtue of the said will and codicils of the said Sir Humphrey de Trafford and the resettlement of 1886 divers investments of large value representing capital moneys arising from sales of parts of the said hereditaments devised or bequeathed in settlement by the said will and which or the proceeds of which are under the trusts of the said will liable to be invested in the purchase

of land to be settled to the same uses as the hereditaments thereby devised in settlement are held by the Trustees of the said will of the said testator Sir Humphrey de Trafford upon trusts under which the income thereof is payable to the Vendor during his life :

And whereas the said freehold and leasehold hereditaments and the said investments representing capital moneys as aforesaid are hereinafter collectively referred to as "the settled estates" :

And whereas the fee simple of or other the absolute interest in the settled estates or parts thereof is charged with certain jointures payable to the said Lady Mary Annette de Trafford the mother of the Vendor and a contingent jointure payable to Dame Violet Alice Maud de Trafford the present wife of the Vendor if she shall survive him and is also subject to powers of charging portions for younger children vested in the Vendor and the other persons made tenants for life under the will of the said testator Sir Humphrey de Trafford of the hereditaments thereby devised in settlement and such charges or contingent charges are hereinafter referred to as "the paramount charges" :

And whereas the life estate and interest of the Vendor in the settled estates is charged with the payment of sums carrying interest at various rates and amounting in the whole (exclusively of certain costs charges and expenses and moneys on current account owing or contingently owing to his solicitors and other persons and of a certain life pension or annuity of 200*l.* payable to Louisa Sarah Ellis) to 459,000*l.* or thereabouts and such charges (including the said moneys owing on current account costs charges and expenses and the said pension or annuity) are hereinafter referred to as "the life estate charges" :

And whereas the life estate charges or some of them are further secured by assignments or deposit of certain policies of assurance under which policies the sums thereby respectively assured are respectively payable on or at some or one of the following events or times namely (a) The death of the Vendor (b) The expiration of a fixed term of years or the previous death of the Vendor and (c) The forfeiture by the Vendor of his life estate under a clause in the said will of the said testator Sir Humphrey de Trafford providing for such forfeiture in the event of the Vendor discontinuing to use and bear the surname and arms of de Trafford and by a charge on the life estate and interest of the Vendor in the settled estates for securing payment of the premiums and other moneys payable for keeping the said policies on foot and subject to the securities for the life estate charges the Vendor is absolutely entitled to the said policies of assurance and the moneys assured thereby or to become payable thereunder :

And whereas the purchasers are the present Trustees of the will and codicils of the said testator Sir Humphrey de Trafford :

And whereas in addition to the liability to the principal moneys and interest and other moneys owing on the security of the life estate charges the Vendor has incurred or is liable to the payment of various unsecured debts and liabilities which amount so far as the same can be ascertained to the sum of forty-six thousand one hundred and fifty-six pounds or thereabouts :

And whereas with a view to the general preservation and keeping up of the settled estates and the proper development thereof to the best advantage

A.D. 1904. — and to enable adequate provision to be made for the maintenance support and education of the Vendor and his wife and their children the purchasers with the privity and consent of the Vendor have introduced into Parliament a Bill for an Act to enable them to purchase the life interest of the Vendor in the settled estates and his interest in the said policies of assurance subject and without prejudice to the paramount charges and the life estate charges at the price and upon the terms hereinafter mentioned And by the said Bill it is proposed to vest the life interest of the Vendor in the settled estates and his interest in the said policies of assurance in the purchasers and also to empower the Trustees to be appointed for the purposes of the said Act to raise the sum required to purchase the life interest of the Vendor in the settled estates and certain other moneys in the said Bill mentioned by mortgage of the settled estates or out of investments of capital moneys forming part of the settled estates and to empower the said Trustees to apply the moneys so raised in manner and for the purposes therein mentioned and to give to the Trustees such powers of management and application of the rents profits and income of the settled estates during the life of the Vendor and such other powers as therein provided :

Now it is hereby agreed between the parties hereto as follows :—

1. Subject to such parliamentary sanction as hereinafter mentioned being obtained to the sale and purchase hereby agreed to be made the Vendor agrees to sell and the purchasers agree to purchase at the price and upon the terms hereinafter mentioned First all the life estate and interest of the Vendor in the settled estates And secondly all the interest of the Vendor in the said policies of assurance subject as to the life estate of the Vendor in such parts of the settled estates as are affected thereby to the paramount charges and subject as to the life estate of the Vendor in the whole of the settled estates and as to such of the said policies as are included therein or affected thereby respectively to the life estate charges including any charges which may be created by the Vendor for the purpose of carrying out the arrangements for consolidation and transfer mentioned in the preamble of the Bill and in particular to the charge in favour of the Prudential Assurance Company Limited therein referred to and as to all the said premises to all other charges (if any) affecting the said settled estates or the life estate and interest of the Vendor therein or the said policies or any of them.

2. The price to be paid by the purchasers for the purchase of the said property mentioned in the last preceding clause shall be the sum of forty-six thousand one hundred and fifty-six pounds being such a sum as is estimated to be sufficient for the payment and discharge of all the debts and liabilities (other than and except the life estate charges) of the Vendor so far as the same can be ascertained at the date of this agreement and such sum shall be raised by the purchasers or other the Trustees appointed for the purposes of the said proposed Act of Parliament and applied by them in the manner and for the purposes in and for which it is proposed by the said Bill or may ultimately be provided by the proposed Act in case the same shall be passed that the same should be raised and applied.

3. The said purchase shall be completed on the eleventh day of August next or on the earlier day (if any) on which the said proposed Bill shall be

passed into an Act The said life interest of the Vendor in the settled estates and his interest in the said policies of assurance (subject as aforesaid) shall be deemed to be sufficiently and effectually vested in the purchasers by the said Bill if the same shall pass into an Act during the present session of Parliament and no further or other conveyance or assignment shall be required.

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4. This agreement shall only be binding on the parties hereto in the event of the said Bill introduced by the purchasers as aforesaid being sanctioned by Parliament during the present session either in its present form or subject to such alterations (if any) as Parliament may think fit to make therein.

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

Signed by the said Sir }
Humphrey Francis de } HUMPHREY F. DE TRAFFORD.
Trafford in the presence of }

A. SPARKS

Clerk to Messrs. Burch Whitehead and Davidsons
29 Spring Gardens London
Solicitors.

Signed by the said Lady }
Mary Annette de Trafford } MARY ANNETTE DE TRAFFORD.
and Charles Edmund de } C. EDMUND DE TRAFFORD.
Trafford in the presence of }

HERBERT S. WILSON

Clerk to Messrs. Taylor Kirkman & Co.
Solicitors Manchester.

Signed by the said Charles }
Bertram Baron Bellew in } BELLEW.
the presence of }

JOHN MURPHY

Barmeath Castle Dunleer
Co. Louth Ireland (Coachman).

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FOR

T. DIGBY FIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

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