



### CHAPTER 3.

An Act to confirm a Resettlement dated the twenty-first day of December one thousand nine hundred and seventeen of the Family Estates of Sir Charles Scarisbrick Knight and for other purposes. A.D. 1918.  
[30th July 1918.]

**W**HEREAS at the date of the disentailing assurance next hereinafter recited divers estates in the county borough of Southport and elsewhere in the county of Lancaster then subject to the trusts of the will and codicil dated respectively the twenty-eighth day of February one thousand eight hundred and fifty-seven and the eleventh day of October one thousand eight hundred and fifty-nine of Charles Scarisbrick late of Scarisbrick Hall in the county of Lancaster Esquire (hereinafter called "the Testator") who died on the sixth day of May one thousand eight hundred and sixty were vested in Philip Henry Chambres and Christopher Lethbridge the Trustees of the said will and codicil upon trust as to one undivided third share thereof for the Testator's younger son Sir Charles Scarisbrick (who until he received the honour of knighthood on the ninth day of November one thousand nine hundred and three was called Charles Scarisbrick Esquire and is so named in the documents dated prior to that day) for his life with remainder to his first and other sons in tail male with remainders over and under the Scarisbrick Estate Act 1877 (which has since been amended by the Scarisbrick Estate (Amendment) Act 1904) certain powers of management and other powers (in addition to the powers conferred by the said will and codicil) were vested in the said Trustees:

40 & 41 Vict.  
c. 6.  
4 Edw. 7.  
c. 1.

And whereas the said Sir Charles Scarisbrick had two sons only namely Sir Tom Talbot Leyland Scarisbrick (who until he was created a baronet on the twenty-fifth day of June one

A.D. 1918. — thousand nine hundred and nine was called Tom Talbot Leyland Scarisbrick Esquire and is so named in the documents dated prior to that day) who was born on the twenty-eighth day of April one thousand eight hundred and seventy-four and attained the age of twenty-one years on the twenty-eighth day of April one thousand eight hundred and ninety-five and William Ernest Scarisbrick who died under the age of twenty-one years and without having married :

And whereas by an indenture dated the twenty-eighth day of April one thousand eight hundred and ninety-five and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said Philip Henry Chambres and Christopher Lethbridge of the third part and duly enrolled as a disentailing assurance the said Sir Charles Scarisbrick as to the estate or interest to which he was entitled for his life as aforesaid granted and the said Sir Tom Talbot Leyland Scarisbrick with the consent (thereby testified) of the said Sir Charles Scarisbrick as protector of the settlement granted and disposed of the one undivided third share of which the said Sir Tom Talbot Leyland Scarisbrick was the first equitable tenant in tail male as aforesaid of the hereditaments devised by the Testator's said will and codicil (except such of them as had been sold) and of certain hereditaments which had been conveyed upon the trusts of the said will and codicil and also of the perpetual yearly rentcharges or fee farm rents for which hereditaments formerly subject to the trusts of the said will and codicil had been sold subject to the then existing leases and tenancies and to any then subsisting charges under the said will and codicil which were paramount to the interests of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick and subject and without prejudice to the powers by the said will and codicil and the Scarisbrick Estate Act 1877 vested in the Trustees of the said will and codicil but discharged from all estates in tail male or in tail of the said Sir Tom Talbot Leyland Scarisbrick under or by reference to the said will and codicil and from all estates rights interests and powers to take effect after the determination or in defeasance of such estates in tail male or in tail or any of them To such uses upon such trusts and subject to such powers provisoes agreements and declarations as the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick should by any deed or deeds with or without power of revocation and new appointment from time to time jointly appoint :

And whereas by an indenture (hereinafter referred to as "the Resettlement of 1895") dated the twenty-ninth day of April one thousand eight hundred and ninety-five and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said Philip Henry Chambres and Christopher Lethbridge of the third part the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick in exercise of the powers conferred by the recited disentailing assurance as aforesaid appointed and by virtue of their respective estates conveyed the said undivided third share of the hereditaments devised by the said will and codicil (excepting such of them as had been sold as aforesaid) and also of the hereditaments which had been conveyed upon the trusts of the said will and codicil as aforesaid and of such perpetual yearly rentcharges or fee farm rents as aforesaid (subject to the then subsisting leases and tenancies and subject and without prejudice to any then subsisting charges under the said will and codicil which were paramount to the said life estate of the said Sir Charles Scarisbrick and subject and without prejudice to the powers by the said will and codicil and the Scarisbrick Estate Act 1877 respectively vested in the Trustees or Trustee for the time being of the said will and codicil) To such uses upon such trusts and with and subject to such powers provisoes agreements and declarations as the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick should by any deed or deeds with or without power of revocation and new appointment from time to time appoint and in default of and until such appointment and so far as no such appointment should extend To the use that the said Sir Tom Talbot Leyland Scarisbrick or in any of the events therein mentioned the Trustees or Trustee of the Resettlement of 1895 might during the joint lives of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick receive the yearly rentcharge of three thousand pounds but so that if the said Sir Tom Talbot Leyland Scarisbrick should become bankrupt or should without the consent in writing of the said Sir Charles Scarisbrick in any manner by way of anticipation assign or charge or affect to assign or charge the said rentcharge or any part thereof or if any other event should happen whereby if the same belonged to him absolutely he would be deprived of the personal enjoyment of the said rentcharge or any part thereof then such rentcharge should cease to be payable to the said Sir Tom Talbot Leyland Scarisbrick but should during the remainder of the said joint lives be payable to the said Trustees or Trustee to be by them or him applied for

A.D. 1918. the benefit of all or any one or more of the said Sir Tom Talbot Leyland Scarisbrick his wife and issue at the discretion of such Trustees or Trustee And subject thereto if the said Sir Tom Talbot Leyland Scarisbrick should die in the lifetime of the said Sir Charles Scarisbrick To the use that there should during the remainder of the life of the said Sir Charles Scarisbrick be paid to the said Trustees or Trustee the yearly rentcharge of three thousand pounds reducible by the amount of any jointure for the time being payable to the widow of the said Sir Tom Talbot Leyland Scarisbrick under any exercise by him of the power in that behalf contained in the Resettlement of 1895 as hereinafter mentioned and to be held upon the trusts therein mentioned for the benefit of the children or child of the said Sir Tom Talbot Leyland Scarisbrick And subject as aforesaid To the use of the said Sir Charles Scarisbrick and his assigns during his life in restoration of his said former life estate under or by reference to the Testator's said will and codicil with remainder (subject to a jointure rentcharge of two thousand pounds a year to Dame Bertha Petronella Scarisbrick the wife of the said Sir Charles Scarisbrick during her life if surviving him which has now failed by her death on the twenty-eighth day of April one thousand nine hundred and fifteen) To the use of the said Sir Tom Talbot Leyland Scarisbrick and his assigns for his life without impeachment of waste with remainder To the use of the first and other sons of the said Sir Tom Talbot Leyland Scarisbrick successively according to seniority in tail male with remainders over And the said Philip Henry Chambres and Christopher Lethbridge and the survivor of them and the executors or administrators of such survivor or other the Trustees or Trustee for the time being thereof were thereby appointed to be the Trustees or Trustee thereof for the purposes of the Settled Land Acts 1882 to 1890 and of section 42 of the Conveyancing Act 1881 And it was declared that it should be lawful for the said Sir Tom Talbot Leyland Scarisbrick either before or after he should become entitled to the possession or the receipt of the rents and profits of the settled premises (but subject to the limitations powers and charges having priority to his life estate) by any deed or deeds revocable or irrevocable or by will or codicil to appoint to any woman whom he might marry for her life a jointure rentcharge not exceeding two thousand pounds a year and in like manner to charge the settled premises (but subject as aforesaid) with the payment of any sum or sums not exceeding thirty thousand pounds for the portion or portions of his younger child or children

as therein mentioned and with the payment of any annual sum or sums (not exceeding the amount of interest at the rate of three and a half per centum per annum on the sum charged for portions) for maintenance and education of the child or children for whom such portions should be charged And also in like manner (but subject as aforesaid) to appoint the premises so charged to any person or persons for any term of years upon the usual trusts for raising the sums so charged and the expenses of such trust: A.D. 1918.

And whereas by an indenture (hereinafter referred to as "the marriage settlement") dated the thirtieth day of April one thousand eight hundred and ninety-five and made between the said Sir Tom Talbot Leyland Scarisbrick of the first part Dame Josephine Ethel Scarisbrick his wife (then Josephine Ethel Chamberlain spinster and therein called Josephine Chamberlain) of the second part the said Sir Charles Scarisbrick of the third part and Herbert Scarisbrick Naylor Leyland and John Betham of the fourth part (being a settlement on the marriage of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick) the said Sir Tom Talbot Leyland Scarisbrick in exercise of the power for that purpose given to him by the Resettlement of 1895 and with the consent of the said Sir Charles Scarisbrick appointed to the said Dame Josephine Ethel Scarisbrick and her assigns for her life in case she should survive him one yearly rentcharge of two thousand pounds for her jointure to be charged upon all the settled premises comprised in the Resettlement of 1895 and to be payable as therein mentioned the first payment to be made at the end of three calendar months after the death of the said Sir Tom Talbot Leyland Scarisbrick if the said Dame Josephine Ethel Scarisbrick should then be living And the said Sir Tom Talbot Leyland Scarisbrick charged the premises charged with the said rentcharge (subject to the said rentcharge and the powers and remedies for securing the payment thereof) with the payment for the portion or portions of the child or children of the said Sir Tom Talbot Leyland Scarisbrick by any marriage other than a first son or such other son or sons as therein mentioned and excepted of the sum of thirty thousand pounds to be an interest or interests vested in and to be payable unto or among such child or children or any one or more exclusively of such children at such time and otherwise as the said Sir Tom Talbot Leyland Scarisbrick should by deed revocable or irrevocable or by will or codicil appoint And the said Sir Tom Talbot Leyland Scarisbrick charged the

A.D. 1918. — same premises (subject as aforesaid) with the payment after the death of the survivor of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick for the maintenance and education of every or any child of the said Sir Tom Talbot Leyland Scarisbrick for the time being entitled in expectancy to a portion of such annual sum or sums of money (not exceeding what the interest of the expectant portion of such child would amount to at the rate of three and a half per centum per annum) and to be paid and applied in such manner as the said Sir Tom Talbot Leyland Scarisbrick should by deed revocable or irrevocable or by will or codicil appoint and in default of and subject to any such appointment such annual sum or sums of money (not exceeding the amount aforesaid) as the said Herbert Scarisbrick Naylor Leyland and John Betham or the survivor of them or the executor or administrator of such survivor should deem proper the same to be clear of deductions except succession duty and to be paid and applied in such manner as to the same persons or person should seem meet And the said Sir Tom Talbot Leyland Scarisbrick appointed the same premises (subject as aforesaid) To the use of the said Herbert Scarisbrick Naylor Leyland and John Betham for the term of one thousand five hundred years to commence from the death of the survivor of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick without impeachment of waste upon usual trusts by mortgage or otherwise to raise the said portion or portions and the interest thereon and the annual sum or sums charged for maintenance as aforesaid and the costs of executing the trust And the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick covenanted with the said Dame Josephine Ethel Scarisbrick and with the said Herbert Scarisbrick Naylor Leyland and John Betham that they the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick would not exercise the joint power of appointment given to them by the Resettlement of 1895 except with the consent in writing of all the Trustees (not being less than two in number) for the time being of the marriage settlement such consent not to be given unless such Trustees should be satisfied upon such valuation being made or information and evidence obtained as the case might require that the jointure and portions sum thereby secured and the said yearly sum to become payable after the death of the said Sir Tom Talbot Leyland Scarisbrick during the remainder of the life of the said Sir Charles Scarisbrick would notwithstanding and after the execution of the said joint power be sufficiently secured :

And whereas the said John Betham died on the twelfth day of June one thousand eight hundred and ninety-seven: A.D. 1918.

And whereas by an indenture dated the third day of January one thousand eight hundred and ninety-eight and made between the said Herbert Scarisbrick Naylor Leyland (then Sir Herbert Scarisbrick Naylor Leyland Baronet) of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and George Richardson Carter of the third part the said George Richardson Carter was under a power contained in the marriage settlement duly appointed a Trustee thereof in the place of the said John Betham deceased:

And whereas the said Sir Herbert Scarisbrick Naylor Leyland died on the seventh day of May one thousand eight hundred and ninety-nine:

And whereas by a deed poll under his hand and seal dated the eleventh day of May one thousand eight hundred and ninety-nine the said Sir Tom Talbot Leyland Scarisbrick in exercise of the power for that purpose given to him by the marriage settlement appointed that the sum of thirty thousand pounds charged by the marriage settlement as aforesaid should be vested in and payable unto and among all the children or any the child of the said Sir Tom Talbot Leyland Scarisbrick by the said Dame Josephine Ethel Scarisbrick (other than the first son or such other son or sons as therein mentioned) who should attain the age of twenty-one years or being female should marry under that age and if more than one in equal shares:

And whereas by an indenture dated the twenty-third day of May one thousand eight hundred and ninety-nine and made between the said Dame Josephine Ethel Scarisbrick (therein called Josephine Scarisbrick) of the first part the said George Richardson Carter of the second part and John Edward Reid Cuddon of the third part the said John Edward Reid Cuddon was under a power contained in the marriage settlement duly appointed a Trustee thereof in the place of the said Sir Herbert Scarisbrick Naylor Leyland deceased:

And whereas by an indenture dated the seventh day of November one thousand eight hundred and ninety-nine and made between the same Dame Bertha Petronella Scarisbrick of the one part and Jacob Wilson Fair and John James Cockshott of the other part certain of the hereditaments now forming the Greaves Hall Estate Banks in the county of Lancaster were conveyed

A.D. 1918. To the use of the said Sir Tom Talbot Leyland Scarisbrick and his assigns during his life without impeachment of waste with remainder To the use of the first son of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick other than an eldest but not excluding an only son who should attain the age of twenty-one years in fee simple and if there should be no such son To the use of the first daughter of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick who should attain the age of twenty-one years and if there should be no such child To such uses as the said Sir Tom Talbot Leyland Scarisbrick should by will or codicil appoint and in default of and subject to any such appointment To the use of the said Sir Tom Talbot Leyland Scarisbrick his heirs and assigns And the said Jacob Wilson Fair and John James Cockshott and the survivor of them or other the Trustees or Trustee for the time being thereof were appointed Trustees thereof for the purposes of the Settled Land Acts 1882 to 1890 with power for a sole Trustee to act And it was declared that it should be lawful for the said Sir Tom Talbot Leyland Scarisbrick to appoint by will or codicil the said hereditaments or any part or parts thereof to the said Dame Josephine Ethel Scarisbrick or to any future wife for her life or any less period in remainder expectant on his own decease subject or not subject to impeachment of waste:

And whereas by an indenture dated the sixth day of December one thousand eight hundred and ninety-nine and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said George Richardson Carter and John Edward Reid Cuddon of the third part the said Sir Charles Scarisbrick [and Sir Tom Talbot Leyland Scarisbrick in exercise of the said joint power of appointment given to them by the Resettlement of 1895 and with the consent (thereby testified) of the said George Richardson Carter and John Edward Reid Cuddon as Trustees] of the marriage settlement appointed that the premises comprised in the Resettlement of 1895 should thenceforth stand charged with the sum of ten thousand pounds with interest thereon at the rate of three and a half per centum per annum from the death of the survivor of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick to be vested in and payable unto and among all the children or any the child of the said Sir Tom Talbot Leyland Scarisbrick by the said Dame Josephine Ethel Scarisbrick (other than the eldest son or such other son or sons as therein mentioned and excepted) who should attain the age of twenty-one years or



being female marry under that age and if more than one in equal shares And that the said sum of ten thousand pounds and interest so charged and the costs and expenses of raising the same should be deemed to be money raisable by the Trustees of the marriage settlement under the trusts of the said term of one thousand five hundred years And it was provided that no part of the said sum of ten thousand pounds should be raised or become payable until after the death of the survivor of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick : A.D. 1918.

And whereas by an indenture dated the ninth day of March one thousand nine hundred and made between the said Sir Charles Scarisbrick of the one part and the said Jacob Wilson Fair and John James Cockshott of the other part certain other hereditaments now comprised in the Greaves Hall Estate were conveyed To the uses upon the trusts and subject to the powers and provisions declared and expressed in the recited indenture of the seventh day of November one thousand eight hundred and ninety-nine concerning the hereditaments thereby conveyed :

And whereas by an indenture dated the twenty-eighth day of June one thousand nine hundred and made between the said Sir Charles Scarisbrick of the one part and the said Jacob Wilson Fair and John James Cockshott of the other part certain other hereditaments now forming part of the Greaves Hall Estate were conveyed To the use of the said Sir Tom Talbot Leyland Scarisbrick and his assigns during his life without impeachment of waste with remainder To the use of the first son of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick other than an eldest but not excluding an only son who should attain the age of twenty-one years in fee simple and if there should be no such son To the use of the first daughter of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick who should attain the age of twenty-one years in fee simple and if there should be no such child To the use of the said Sir Charles Scarisbrick his heirs and assigns and the said Jacob Wilson Fair and John James Cockshott and the survivor of them or other the Trustees or Trustee for the time being thereof were appointed Trustees thereof for the purposes of the Settled Land Acts 1882 to 1890 with power for a sole Trustee to act And it was declared that it should be lawful for the said Sir Tom Talbot Leyland Scarisbrick to appoint by will or codicil the said hereditaments or any part or parts thereof to the said Dame Josephine Ethel Scarisbrick or to any future wife

A.D. 1918. during her widowhood or for any less period in remainder expectant on his own decease subject or not subject to impeachment of waste:

And whereas by an indenture dated the eighth day of December one thousand nine hundred and made between the said Philip Henry Chambres and Christopher Lethbridge and Robert Legh Crosse (who were then the Trustees of the Testator's said will and codicil) of the first part the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick of the second part and the said Jacob Wilson Fair and John James Cockshott of the third part certain other hereditaments now comprised in the Greaves Hall Estate were conveyed To such uses and upon and subject to such trusts powers and provisions as the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick should by deed revocable or irrevocable jointly appoint and in default of and until such appointment and so far as no such appointment should extend To the uses and upon and subject to the trusts powers and provisions contained and declared in the recited indenture of the twenty-eighth day of June one thousand nine hundred concerning the hereditaments thereby settled but so far only as such trusts powers and provisions were not inconsistent with certain covenants on the part of the said Jacob Wilson Fair and John James Cockshott and provisions contained in the indenture now in recital:

And whereas the said Jacob Wilson Fair died on the sixth day of February one thousand nine hundred and one:

And whereas by an indenture dated the twentieth day of August one thousand nine hundred and one and made between the said John James Cockshott of the one part and Thomas Fair of the other part the said Thomas Fair was under the statutory power duly appointed a Trustee of the recited indentures of the seventh day of November one thousand eight hundred and ninety-nine the ninth day of March one thousand nine hundred the twenty-eighth day of June one thousand nine hundred and the eighth day of December one thousand nine hundred in the place of the said Jacob Wilson Fair deceased and jointly with the said John James Cockshott for all the purposes for which the said Jacob Wilson Fair and John James Cockshott were appointed Trustees by such recited indentures respectively:

And whereas by an indenture dated the twelfth day of June one thousand nine hundred and two and made between the said Philip Henry Chambres Christopher Lethbridge and Robert Legh

Crosse of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said Thomas Fair and John James Cockshott of the third part certain other hereditaments now forming part of the Greaves Hall Estate were conveyed (subject to and with the benefit of the provisions as to accommodation works contained in an indenture of the thirty-first day of December one thousand eight hundred and seventy-eight therein mentioned) To the uses and upon and subject to the trusts powers and provisions contained and declared in the recited indenture of the seventh day of November one thousand eight hundred and ninety-nine concerning the hereditaments thereby settled but so far only as such trusts powers and provisions were not inconsistent with certain covenants on the part of the said Thomas Fair and John James Cockshott and provisions contained in the indenture now in recital:

And whereas by an indenture dated the thirteenth day of June one thousand nine hundred and two and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said George Richardson Carter and John Edward Reid Cuddon of the third part and the said Thomas Fair and John James Cockshott of the fourth part the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick in exercise of the joint power of appointment given to them by the Resettlement of 1895 and with the consent (thereby testified) of the said George Richardson Carter and John Edward Reid Cuddon as Trustees of the marriage settlement appointed that the premises comprised in the Resettlement of 1895 should thenceforth stand charged with the sum of twenty-five thousand pounds and such further sum or sums as should be required to provide for the costs and expenses of the indenture now in recital and of raising the money thereby charged or consequent thereon and for the succession and other death duties (if any) payable in respect of the money thereby charged and that the sums so charged should be raised as soon as conveniently after the death of the said Sir Charles Scarisbrick and that out of the money so raised the costs and expenses aforesaid should be discharged and the succession duty and other death duties (if any) payable in respect of the money thereby charged should be commuted and paid in advance and that the sum of twenty-five thousand pounds (being the balance of the money so intended to be raised) should be paid to the said Thomas Fair and John James Cockshott or other the persons who should for the time

A.D. 1918. being be the Trustees of the indenture therein referred to being the indenture next hereinafter recited to be held upon the trusts thereof:

And whereas by an indenture dated the fourteenth day of June one thousand nine hundred and two and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said Thomas Fair and John James Cockshott of the third part It was declared that the Trustees for the time being thereof should at any time prior to the expiration of twelve calendar months after the death of the said Sir Charles Scarisbrick apply the said sum of twenty-five thousand pounds in or towards payment of the purchase money for the hereditaments described in the schedule thereto (being the hereditaments comprised in the recited indentures of the seventh day of November one thousand eight hundred and ninety-nine the ninth day of March one thousand nine hundred the twenty-eighth day of June one thousand nine hundred the eighth day of December one thousand nine hundred and the twelfth day of June one thousand nine hundred and two respectively) which it was desired to purchase as therein recited and the costs and expenses of such purchase and of the conveyance and settlement of such hereditaments to the use of the said Sir Tom Talbot Leyland Scarisbrick for life with remainder to the use of his widow for such estate or interest not exceeding a life estate as he should appoint with remainder to the use of his issue in strict settlement with an ultimate remainder to the use of his own right heirs as therein mentioned and should pay the balance (if any) of the said sum of twenty-five thousand pounds to the Trustees for the time being of the Resettlement of 1895 to be held by them as capital money arising under the Settled Land Acts 1882 to 1890 in respect of the hereditaments thereby settled:

And whereas the said George Richardson Carter died on the ninth day of February one thousand nine hundred and three:

And whereas by an indenture dated the thirteenth day of May one thousand nine hundred and three and made between the said Sir Tom Talbot Leyland Scarisbrick of the first part the said John Edward Reid Cuddon of the second part and William Crossman Spencer of the third part the said William Crossman Spencer was under a power contained in the marriage settlement duly appointed a Trustee thereof in the place of the said George Richardson Carter deceased And by the same indenture the said

John Edward Reid Cuddon assigned the premises comprised in the said term of one thousand five hundred years unto the said John Edward Reid Cuddon and William Crossman Spencer upon the trusts affecting the same under the marriage settlement: A.D. 1918.

And whereas by an indenture dated the twenty-seventh day of October one thousand nine hundred and three and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said John Edward Reid Cuddon and William Crossman Spencer of the third part and the said Philip Henry Chambres and Christopher Lethbridge of the fourth part the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick in exercise of the said joint power of appointment given to them by the Resettlement of 1895 and with the consent (thereby testified) of the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement appointed that the premises comprised in the Resettlement of 1895 should thenceforth be charged with such sum or sums as should be required for the purpose of paying the death duties (including any interest thereon) which should become payable on the death of each of them the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick in respect of the same premises or any yearly or other sums charged thereon or issuing thereout to the intent that the same should be paid entirely out of capital and so that no part of such duties or any interest thereon should be paid or charged out of any such yearly or other sum and also with such further sum or sums for costs and expenses of the indenture now in recital and the raising of the moneys charged as aforesaid and otherwise as therein mentioned:

And whereas by an indenture dated the twenty-third day of March one thousand nine hundred and four and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said John Edward Reid Cuddon and William Crossman Spencer of the third part the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick released the premises comprised in the Resettlement of 1895 (except as hereinafter mentioned) from the said joint power of appointment given to them by the Resettlement of 1895 to the intent that the same premises might thenceforth (except as hereinafter mentioned) be discharged from the said joint power of appointment and it was provided and declared that the aforesaid release should not preclude or in any way affect the exercise of the said joint powers of appointment

A.D. 1918. over the properties and for the purposes following viz.  
 — (1) a sum or sums not exceeding five thousand pounds might be charged upon capital (2) certain hereditaments therein mentioned might be appointed and settled to such uses as therein mentioned (3) any hereditaments or property which might thereafter be partitioned to the share comprised in the Resettlement of 1895 of the Testator's estate might be appointed to Trustees upon trust for sale for the purpose of discharging any sums for the time being charged on the said share (4) if in any year (to be computed from the sixth day of May) the income of the said Sir Charles Scarisbrick arising from the Testator's estate <sup>and</sup><sub>or</sub> the share thereof comprised in the Resettlement of 1895 <sup>and</sup><sub>or</sub> the premises comprised in or subject to the Resettlement of 1895 should not amount to the sum of seven thousand five hundred pounds the deficiency might be raised out of corpus (5) if in any such year the income of the said Sir Tom Talbot Leyland Scarisbrick arising from the same premises should not amount to five thousand five hundred pounds the deficiency might be raised out of corpus and (6) certain grants for purposes of a public or charitable nature as therein mentioned might be made or concurred in :

And whereas by an indenture dated the fourteenth day of April one thousand nine hundred and five and made between the said Sir Tom Talbot Leyland Scarisbrick of the one part and the said John Edward Reid Cuddon and John James Cockshott of the other part the said Sir Tom Talbot Leyland Scarisbrick conveyed the hereditaments comprised in or subject to the Resettlement of 1895 to the use of the said John Edward Reid Cuddon and John James Cockshott and their heirs during the life of the said Sir Tom Talbot Leyland Scarisbrick subject and without prejudice to all estates powers charges limitations trusts and interests having priority to the life estate of the said Sir Tom Talbot Leyland Scarisbrick or to the uses of the Resettlement of 1895 and subject also to a mortgage of the said life estate which has since been discharged and assigned the annual income to arise after the death of the said Sir Charles Scarisbrick from the capital money and investments or share of capital money and investments subject to the trusts of the Resettlement of 1895 unto the said John Edward Reid Cuddon and John James Cockshott subject as aforesaid Upon the trusts therein mentioned being discretionary trusts for the benefit of the said Sir Tom Talbot Leyland Scarisbrick and his wife and issue And it was agreed that it should be lawful for the Trustees thereof to

concur with the said Sir Tom Talbot Leyland Scarisbrick and the first tenant in tail male under the Resettlement of 1895 in effecting a disentail and resettlement of the premises comprised in or subject to the Resettlement of 1895 and so that any such Resettlement might in particular contain in priority to the life estate or interest of the said Sir Tom Talbot Leyland Scarisbrick a limitation of the premises to such uses as the said Sir Tom Talbot Leyland Scarisbrick and such tenant in tail male might with the consent of such Trustees by deed jointly appoint and a limitation of a rentcharge or annual sum not exceeding three thousand pounds per annum to such tenant in tail male during the lifetime of the said Sir Tom Talbot Leyland Scarisbrick but so that any estate or interest limited to the said Sir Tom Talbot Leyland Scarisbrick upon such Resettlement should be vested in such Trustees upon the trusts by the indenture now in recital declared concerning the premises comprised therein or as near thereto as circumstances would admit: A.D. 1918.

And whereas by an indenture dated the thirtieth day of November one thousand nine hundred and five and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said John Edward Reid Cuddon and William Crossman Spencer of the third part and the said Thomas Fair and John James Cockshott of the fourth part certain hereditaments in Southport aforesaid which had formed part of the estate subject to the trusts of the Testator's said will and codicil and which under an Order of the Chancery Division made on the twelfth day of April one thousand nine hundred and five in a suit the short title of which is *Talbot v. Scarisbrick* 1860 T. 136 (wherein the trusts of the said will and codicil are being administered by the Court) and In the matter of the *Scarisbrick Estate Acts* 1877 and 1904 and a deed of partition executed pursuant thereto had been appropriated and partitioned to the settled share of the said estate of which the said Sir Charles Scarisbrick was equitable tenant for life as aforesaid were in exercise of the said joint power of appointment contained in the Resettlement of 1895 as preserved by the recited indenture of the twenty-third day of March one thousand nine hundred and four and with the consent (thereby testified) of the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement duly appointed to the use of the said Thomas Fair and John James Cockshott in fee simple upon trust to sell the same and out

A.D. 1918. of the proceeds to pay and discharge certain capital sums which had from time to time been charged upon corpus in exercise of the said joint power of appointment (including appointments made under clause 1 of the said indenture of the twenty-third day of March one thousand nine hundred and four and exhausting the powers reserved by that clause) and the interest on such capital sums and the costs and expenses raisable in respect thereof:

And whereas by an indenture dated the twenty-second day of August one thousand nine hundred and six and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said John Edward Reid Cuddon and William Crossman Spencer of the third part and the said Thomas Fair and John James Cockshott of the fourth part the residue of the hereditaments now forming the Greaves Hall Estate (which had formed part of the estate subject to the trusts of the Testator's said will and codicil and which under an Order made on the fourteenth day of December one thousand nine hundred and four in the said suit and matter *Talbot v. Scarisbrick* 1860 T. 136 and a deed of partition executed pursuant thereto had been appropriated and partitioned to the settled share of the said estate of which the said Sir Charles Scarisbrick was equitable tenant for life as aforesaid) were in exercise of the said joint power of appointment contained in the Resettlement of 1895 and with the consent (thereby testified) of the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement duly appointed To the use of the said Sir Charles Scarisbrick and his assigns during his life without impeachment of waste in restoration of his former life interest under or by reference to the said will and codicil with remainder if and so long as the purchase and settlement of the hereditaments described in the schedule to the recited indenture of the fourteenth day of June one thousand nine hundred and two contemplated by that indenture should not have been effectuated To the uses upon the trusts and subject to the powers and provisions to upon and subject to which the hereditaments comprised in the recited indenture of the seventh day of November one thousand eight hundred and ninety-nine should stand limited under that indenture and from and after the effectuation of the said purchase and settlement if the same should take place after the death of the said Sir Charles Scarisbrick or from and after the death of the said Sir Charles Scarisbrick if such effectuation should take place in his lifetime



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To the uses upon the trusts and subject to the powers and provisions to upon and subject to which the said other hereditaments or the major part thereof should for the time being stand limited under or by virtue of the instrument or instruments carrying into effect such purchase and settlement but not so as to increase or multiply charges or powers of charging And the said Thomas Fair and John James Cockshott were thereby appointed Trustees for the purposes of the Settled Land Acts 1882 to 1890 of the settlement thereby created:

And whereas by an indenture dated the third day of December one thousand nine hundred and six and made between the same parties as the recited indenture of the thirtieth day of November one thousand nine hundred and five the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick in exercise of the said joint power of appointment given to them by the Resettlement of 1895 as preserved by the recited indenture of the twenty-third day of March one thousand nine hundred and four and with the consent (thereby testified) of the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement appointed that as between the premises appointed by the said indenture of the thirtieth day of November one thousand nine hundred and five and the residue of the share of the Testator's estate of which the said Sir Charles Scarisbrick was equitable tenant for life as aforesaid all moneys then remaining charged on the said share other than and except the moneys to be paid and discharged out of the sale money arising under the last-mentioned indenture should be charged on and payable out of such residue in exoneration of the premises so appointed:

And whereas the said Thomas Fair and John James Cockshott duly carried out the trusts of the recited indenture of the thirtieth day of November one thousand nine hundred and five and sold all the premises comprised therein and disposed of all the proceeds in accordance therewith and therewith discharged all the capital and other sums directed by the said indenture to be paid and discharged:

And whereas by an order of the Chancery Division of the High Court of Justice made by Mr. Justice Warrington on the first day of June one thousand nine hundred and seven in proceedings the short title of which is *Re Scarisbrick's Settlement Trusts Reid Cuddon v. Scarisbrick* 1907 S. 1082 It was declared that according to the true construction of the marriage settlement the Trustees thereof had a discretion as to whether they should

A.D. 1918. consent or not to any exercise of the said joint power of appointment given by the Resettlement of 1895 and the said Sir Tom Talbot Leyland Scarisbrick by his counsel undertaking (among other things) to assign to the said John Edward Reid Cuddon and John James Cockshott the policies on his life therein referred to and to effect in the names of the same persons such further policies on his life as therein mentioned And (with the consent of the said Sir Charles Scarisbrick) that the said rentcharge of three thousand pounds a year payable to him under the Resettlement of 1895 should stand charged and thereby charging the same with the payment to the said John Edward Reid Cuddon and John James Cockshott of the amount of the premiums on such policies And the judge being of opinion that the Trustees of the recited indenture of the fourteenth day of April one thousand nine hundred and five would have power out of income to pay such premiums did declare that the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement might consent to the said joint power of appointment being exercised as mentioned in the schedule to the order now in recital And the said John Edward Reid Cuddon and William Crossman Spencer by their counsel submitting as such Trustees to act as the judge should direct It was ordered that they should consent to the said joint power being so exercised And it was ordered (amongst other things) that the moneys to be received under the said policies should be held upon trust for the first or only son of the said Sir Tom Talbot Leyland Scarisbrick who should attain the age of twenty-one years And in the schedule to the order now in recital was contained a scheme for the appointment in each year of the period ending the fifth day of May one thousand nine hundred and eleven under the said joint power of such a sum as should be equal to such deficiency as is mentioned in clause 5 of the recited indenture of the twenty-third day of March one thousand nine hundred and four and for the disposal of the sums so to be appointed :

And whereas by an indenture dated the fourth day of June one thousand nine hundred and seven and made between the said Sir Charles Scarisbrick of the one part and the said Sir Tom Talbot Leyland Scarisbrick of the other part the said Sir Charles Scarisbrick surrendered and released the hereditaments appointed by the recited indenture of the twenty-second day of August one thousand nine hundred and six unto the said Sir Tom Talbot

Leyland Scarisbrick for the life of the said Sir Charles Scarisbrick to the intent that the estate for life of the said Sir Charles Scarisbrick therein might merge and be extinguished in the reversion and inheritance thereof and that so long as the purchase and settlement contemplated by the recited indenture of the fourteenth day of June one thousand nine hundred and two should not have been effectuated the said hereditaments might remain and be to the uses upon the trusts and subject to the powers and provisions to and upon and subject to which the hereditaments comprised in the recited indenture of the seventh day of November one thousand eight hundred and ninety-nine should for the time being stand limited under that indenture and from and after the effectuation of the said purchase and settlement to the uses upon the trusts and subject to the powers and provisions to upon and subject to which the Greaves Hall Estate or the major part thereof should for the time being stand limited under the instrument or instruments carrying into effect such purchase and settlement but not so as to increase or multiply charges or powers of charging:

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And whereas by an indenture dated the thirtieth day of July one thousand nine hundred and seven and made between the said Sir Tom Talbot Leyland Scarisbrick of the one part and the said John Edward Reid Cuddon and John James Cockshott of the other part the said Sir Tom Talbot Leyland Scarisbrick in pursuance of the recited order of the first day of June one thousand nine hundred and seven assigned certain policies on his life for sums amounting to five thousand pounds (being the policies mentioned in the said order) unto the said John Edward Reid Cuddon and John James Cockshott And it was declared that the said John Edward Reid Cuddon and John James Cockshott should stand possessed of the policies so assigned to them and of another policy on the life of the said Sir Tom Talbot Leyland Scarisbrick for the sum of one thousand pounds which had been effected in their names pursuant to the said order as therein mentioned and of all money received thereunder respectively upon the trusts upon which the same ought to be held under the provisions of the said order:

And whereas by an indenture dated the sixteenth day of July one thousand nine hundred and seven and made between the said Sir Charles Scarisbrick of the first part the said Dame Bertha Petronella Scarisbrick of the second part the said Sir Tom Talbot Leyland Scarisbrick of the third part and the said

A.D. 1918. Philip Henry Chambres and Christopher Lethbridge of the fourth part the said Sir Charles Scarisbrick released the undivided third share of which he was equitable tenant for life in possession of certain hereditaments in the county borough of Southport aforesaid then subject to the trusts of the said Testator's said will and codicil from the equitable life estate or interest of him the said Sir Charles Scarisbrick under the said will and codicil To the intent that the subsequent limitations uses or trusts under the said will and codicil and the Resettlement of 1895 should be advanced and that the same undivided share and the income thereof should thenceforth be held and applied accordingly And by the same indenture the said Sir Tom Talbot Leyland Scarisbrick with the consent of the said Sir Charles Scarisbrick conveyed the said yearly rentcharge of three thousand pounds for the joint lives of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick created by the Resettlement of 1895 and the benefit of all the powers and remedies for recovering the same unto the said Sir Charles Scarisbrick subject to the provisions contained in the Resettlement of 1895 for payment thereof to the Trustees thereof in certain events and to the charges created by the recited order of the first day of June one thousand nine hundred and seven:

And whereas by an indenture dated the twenty-sixth day of August one thousand nine hundred and seven and made between the said Sir Charles Scarisbrick of the first part the said Dame Bertha Petronella Scarisbrick of the second part the said Sir Tom Talbot Leyland Scarisbrick of the third part and the said Philip Henry Chambres and Christopher Lethbridge of the fourth part the said Sir Charles Scarisbrick released the undivided third share of which he was equitable tenant for life in possession of certain unenclosed lands and other hereditaments within the manor of North Meols in the county of Lancaster then subject to the trusts of the Testator's said will and codicil from the equitable life estate or interest of him the said Sir Charles Scarisbrick under the said will and codicil to the intent that the subsequent limitations uses or trusts under the said will and codicil and the Resettlement of 1895 should be advanced and that the same undivided share and the income thereof should thenceforth be held and applied accordingly:

And whereas by an order of the Chancery Division made by Mr. Justice Warrington on the twentieth day of October one thousand nine hundred and eight in an action the short title of which is *Re Scarisbrick's Settlement Trusts Chambres v.*

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Scarisbrick 1908 S. 1959 It was declared that according to the true construction of the recited indenture of the twenty-third day of March one thousand nine hundred and four and having regard to the recited indentures of the sixteenth day of July one thousand nine hundred and seven and the twenty-sixth day of August one thousand nine hundred and seven the income of the said Sir Tom Talbot Leyland Scarisbrick which ought to be brought into account to ascertain the deficiency referred to in clause 5 of the said indenture of the twenty-third day of March one thousand nine hundred and four for each year ending the sixth day of May was the aggregate sum received by or properly payable to the said Sir Tom Talbot Leyland Scarisbrick during such year according to the ordinary practice of the management and distribution of income of the Testator's estate as representing the income without deduction of income tax derived for such year from the one third share of the parts of such estate comprised in the said indentures of the sixteenth day of July one thousand nine hundred and seven and the twenty-sixth day of August one thousand nine hundred and seven or from any hereditaments partitioned in respect of such one third share or the sum of three thousand pounds whichever should be the larger sum and that in computing the income to be so brought into account there ought not to be added any sum as representing interest on the sum of five thousand pounds mentioned in clause 1 of the said indenture of the twenty-third day of March one thousand nine hundred and four nor the rents of any hereditaments settled pursuant to clause 2 thereof nor any sum as representing interest on the proceeds of sale of any hereditaments which had been or might thereafter be sold under such trust for sale as is referred to in clause 3 of the same indenture:

And whereas by an indenture dated the second day of January one thousand nine hundred and nine and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part and the said Philip Henry Chambres and Christopher Lethbridge of the third part the said Sir Charles Scarisbrick released the undivided third share of which he was equitable tenant for life of all mines and minerals in and under the estate subject to the trusts of the Testator's said will and codicil from the equitable life estate or interest of him the said Sir Charles Scarisbrick under the said will and codicil To the intent that the subsequent limitations uses or trusts under the said will and codicil and the Resettlement of

A.D. 1918. 1895 should be advanced and that the same share and the income thereof should thenceforth be held and applied accordingly:

And whereas by an indenture dated the twenty-seventh day of July one thousand nine hundred and nine and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said John Edward Reid Cuddon and William Crossman Spencer of the third part George Cockshott of the fourth part the said Thomas Fair and John James Cockshott of the fifth part and the said John James Cockshott and Thomas Phillips of the sixth part certain hereditaments in the county borough of Southport aforesaid which formed part of the estate subject to the trusts of the Testator's said will and codicil and which under an order in the said suit and matter *Talbot v. Scarisbrick* 1860 T. 136 and a deed of partition executed pursuant thereto had been appropriated and partitioned to the settled share of the said estate of which the said Sir Charles Scarisbrick was equitable tenant for life as aforesaid were in exercise of the said joint power of appointment contained in the Resettlement of 1895 as preserved by the recited indenture of the twenty-third day of March one thousand nine hundred and four and with the consent (thereby testified) of the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement duly appointed to the use of the said John James Cockshott and Thomas Phillips in fee simple upon trust with the consent in writing of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick or the survivor of them and after the death of both at their discretion to sell the same and out of the proceeds and a sum of fifteen pounds thirteen shillings and fourpence (being money received for equality upon such partition) to pay and discharge the succession duty (including any interest thereon) payable or assessable on the death of the said Sir Charles Scarisbrick in respect of the capital sums therein referred to which had under the said joint power of appointment been charged upon corpus and duly raised and discharged and in respect of the hereditaments appointed by the recited indenture of the twenty-second day of August one thousand nine hundred and six with power to commute and pay in advance such duty and to stand possessed of the net residue of such proceeds upon trust to pay the same to the Trustees for the time being for the purposes of the Settled Land Acts 1882 to 1890 of the Resettlement of 1895 as capital money arising thereunder:

And whereas the said John James Cockshott and Thomas Phillips as Trustees of the last recited indenture duly sold certain of the hereditaments thereby vested in them and commuted and paid the said succession duty therein provided for except in respect of certain of the capital sums therein referred to and certain hereditaments situate in the county borough of Southport aforesaid and hereinafter referred to as "the appointed hereditaments" and a sum of nine pounds fifteen shillings and one penny representing the residue of the proceeds of sale of the hereditaments sold by them as aforesaid are now vested in them as such Trustees:

And whereas the said Philip Henry Chambres died on the thirty-first day of August one thousand nine hundred and nine:

And whereas by an indenture dated the fourth day of May one thousand nine hundred and ten and made between the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick of the one part and George Napier Clark of the other part the said George Napier Clark was under a power contained in the Resettlement of 1895 duly appointed a Trustee thereof in the place of the said Philip Henry Chambres deceased and to act jointly with the said Christopher Lethbridge for all the purposes for which the said Philip Henry Chambres and Christopher Lethbridge were appointed Trustees by the Resettlement of 1895:

And whereas the said Christopher Lethbridge died on the eleventh day of July one thousand nine hundred and ten:

And whereas by an indenture dated the twelfth day of September one thousand nine hundred and ten and made between the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick of the one part and Robert Edwin Smalley of the other part the said Robert Edwin Smalley was under the said power contained in the Resettlement of 1895 duly appointed a Trustee thereof in the place of the said Christopher Lethbridge deceased and to act jointly with the said George Napier Clark for all the purposes for which the said Philip Henry Chambres and Christopher Lethbridge were appointed Trustees by the Resettlement of 1895:

And whereas by an order of the Chancery Division made by Mr. Justice Warrington on the fifteenth day of December one thousand nine hundred and ten in an action the short title of which is *Re Scarisbrick's Settlement Trusts Clark v. Scarisbrick* 1910 S. 3483 It was declared that the trusts of the Resettlement

A.D. 1918. of 1895 ought to be performed and carried into execution And it was ordered and adjudged accordingly and certain inquiries were directed and the further consideration of the action was adjourned:

And whereas like orders were made on the same day in two actions the short titles of which respectively are *Re Scarisbrick's Settlement Trusts Spencer v. Reid Cuddon* 1910 S. 3538 and *Cockshott v. Reid Cuddon* 1910 S. 3482 in respect of the marriage settlement and the recited indenture of the sixth day of December one thousand eight hundred and ninety-nine and of the recited indenture of the fourteenth day of April one thousand nine hundred and five respectively:

And whereas by an order made by Mr. Justice Warrington on the twenty-fourth day of July one thousand nine hundred and eleven in the said three actions of 1910 and in another action the short title of which is *Re Scarisbrick's Trusts Fair v. Scarisbrick* 1911 S. 1267 It was declared that the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement might in exercise of their discretion consent to the said joint power of appointment contained in the Resettlement of 1895 as preserved by the recited indenture of the twenty-third day of March one thousand nine hundred and four being exercised for the purpose of charging in the year beginning on the sixth day of May one thousand nine hundred and eleven and in every subsequent year beginning on the sixth day of May so long as the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick should both be living such sum as should be equal to such deficiency as is mentioned in clause 4 of the said indenture of the twenty-third day of March one thousand nine hundred and four and such sum as should be equal to such deficiency as is mentioned in clause 5 of the same indenture And the said John Edward Reid Cuddon and William Crossman Spencer by their counsel submitting as such Trustees to act in the premises as the judge should direct It was ordered that they should consent to the said joint power being so exercised as aforesaid:

And whereas by an indenture dated the fourth day of June one thousand nine hundred and twelve and made between the said Thomas Fair of the first part the said John James Cockshott of the second part and Thomas Phillips of the third part the said Thomas Phillips was under the statutory power duly appointed a Trustee of the recited indentures of the thirteenth day of June



one thousand nine hundred and two and the fourteenth day of June one thousand nine hundred and two in the place of the said Thomas Fair who retired from the trusts thereof and jointly with the said John James Cockshott : A.D. 1918.

And whereas by two other indentures of even date with and respectively made between the same parties as the last recited indenture the said Thomas Phillips was under the same power duly appointed a Trustee of the recited indentures of the seventh day of November one thousand eight hundred and ninety-nine the ninth day of March one thousand nine hundred the twenty-eighth day of June one thousand nine hundred and the eighth day of December one thousand nine hundred and also of the recited indenture of the twenty-second day of August one thousand nine hundred and six in the place of the said Thomas Fair who retired from the respective trusts and to act jointly with the said John James Cockshott for all the purposes for which the said Jacob Wilson Fair and John James Cockshott were originally appointed Trustees by such indentures respectively or some of them :

And whereas the said Thomas Fair died on the eighth day of March one thousand nine hundred and fourteen :

And whereas by an order of the Chancery Division made by Mr. Justice Younger on the twenty-sixth day of April one thousand nine hundred and fifteen in proceedings the short title of which is *Re Scarisbrick's Settled Estates and Re The Settled Land Acts 1882 to 1890* 1915 S. 982 the said George Napier Clark and Robert Edwin Smalley were duly appointed Trustees of the compound settlement created by the Testator's said will and codicil and the said indenture of disentail of the twenty-eighth day of April one thousand eight hundred and ninety-five and the Resettlement of 1895 and the recited indenture of the twenty-seventh day of October one thousand nine hundred and three for the purposes of the Settled Land Acts 1882 to 1890 :

And whereas by an order made by Mr. Justice Younger on the tenth day of June one thousand nine hundred and fifteen in the said three actions of 1910 and another action the short title of which is *Re Scarisbrick's Trusts Cockshott v. Scarisbrick* 1915 S. 967 It was ordered that the said George Napier Clark and Robert Edwin Smalley as Trustees of the Resettlement of 1895 should be at liberty to concur in a mortgage or mortgages by the tenant for life under the power conferred by section 11 of the Settled Land Act 1890 of the

A.D. 1918. hereditaments and undivided share of hereditaments comprised in or subject to the limitations of the Resettlement of 1895 or any part or parts thereof for the purpose of raising such sum as might be necessary for (A) commuting and paying the succession duty to become payable on the death of the said Sir Charles Scarisbrick in respect of certain sums mentioned in the Resettlement of 1895 and of certain other capital sums which had been charged on corpus under the said joint power of appointment contained in the Resettlement of 1895 and had been raised, and paid (including the capital sums mentioned in the recited indenture of the twenty-seventh day of July one thousand nine hundred and nine as aforesaid the succession duty whereon had not been discharged) (B) discharging all such sums as had been or might thereafter be charged under the said joint power for the purpose of supplementing the income of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick respectively pursuant to the recited order of the twenty-fourth day of July one thousand nine hundred and eleven and (c) paying the costs and expenses of such mortgage or mortgages And it was ordered that the said George Napier Clark and Robert Edwin Smalley as such Trustees as aforesaid or as Trustees for the purposes for which they were appointed by the recited order of the twenty-sixth day of April one thousand nine hundred and fifteen (as the case might require) should receive and give a receipt or receipts for the moneys so raised and apply the same in manner aforesaid And the said Sir Tom Talbot Leyland Scarisbrick by his counsel undertaking that his legal personal representatives would after his death if and when so directed by the court repay out of his estate to capital all such sums as should be raised out of capital and paid to him or the Trustees of the recited indenture of the fourteenth day of April one thousand nine hundred and five pursuant to the direction next thereafter contained it was by way of compromise ordered that no sums retained or thereafter to be retained by the Trustees of the Testator's said will for the purpose of meeting such succession duty as therein mentioned out of income payable to the Trustees of the said indenture of the fourteenth day of April one thousand nine hundred and five by virtue of the recited indentures of the sixteenth day of July one thousand nine hundred and seven the twenty-sixth day of August one thousand nine hundred and seven and the second day of January one thousand nine hundred and nine should be taken into account in estimating the deficiency of income of the said Sir Tom Talbot Leyland Scarisbrick for the purposes of clause (5) of the recited indenture of the

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twenty-third day of March one thousand nine hundred and four  
And the court being of opinion that the charge of twenty-five  
thousand pounds imposed by the recited indenture of the thirteenth  
day of June one thousand nine hundred and two as aforesaid and  
the trusts of the recited indenture of the fourteenth day of June  
one thousand nine hundred and two might properly be satisfied  
by a direct conveyance of the hereditaments respectively comprised  
in the three conditional contracts therein referred to (being re-  
spectively contracts for sale under the powers of the Settled Land  
Acts 1882 to 1890 to the said John James Cockshott and Thomas  
Phillips of the hereditaments hereinafter mentioned at the re-  
spective prices of two thousand pounds five thousand pounds and  
seventeen thousand pounds) taken as respectively worth the sums  
named as purchase money in such contracts respectively to the  
uses affecting the hereditaments referred to in the said indenture  
of the fourteenth day of June one thousand nine hundred and  
two under the recited indentures of the seventh day of November  
one thousand eight hundred and ninety-nine the ninth day of  
March one thousand nine hundred the twenty-eighth day of June  
one thousand nine hundred the eighth day of December one  
thousand nine hundred and the twelfth day of June one thousand  
nine hundred and two and by the direct conveyance of such last-  
mentioned hereditaments in accordance with the direction for  
settlement thereof contained in the said indenture of the four-  
teenth day of June one thousand nine hundred and two did order  
that all parties interested should be at liberty to act accordingly  
and to concur in and execute such deeds and documents as might  
be necessary for carrying into effect such conveyances and settle-  
ments as aforesaid And it was declared that the balance of the  
said sum of twenty-five thousand pounds together with such  
additional sum (if any) as might be necessary was raisable by  
mortgage in manner aforesaid and applicable for commuting and  
paying the succession duty to become payable on the death of  
the said Sir Charles Scarisbrick in respect of the said sum of  
twenty-five thousand pounds and for the discharge of the costs  
and expenses therein mentioned And it was declared that the  
residue (if any) of such balance ought to sink into the capital  
of the estates charged therewith And upon such conveyances  
and settlements as aforesaid being carried into effect and such  
duties costs and expenses as aforesaid being duly discharged or  
provided for It was ordered that the said John James Cockshott  
and Thomas Phillips as Trustees of the said indentures of the  
thirteenth and fourteenth days of June one thousand nine hundred

A.D. 1918. and two should execute such deed or deeds as might be necessary or proper for the purpose of effectively discharging the charge created by the said indenture of the thirteenth day of June one thousand nine hundred and two :

And whereas by an order of the Chancery Division made by Mr. Justice Younger on the twenty-second day of July one thousand nine hundred and fifteen in proceedings the short title of which is *Re Scarisbrick's Settled Estates and Re the Settled Land Acts 1882 to 1890 1915 S. 2111* the said John James Cockshott and Thomas Phillips were appointed Trustees for the purposes of the said Acts of the several compound settlements subsisting under the recited indentures of the seventh day of November one thousand eight hundred and ninety-nine the ninth day of March one thousand nine hundred the twenty-eighth day of June one thousand nine hundred the eighth day of December one thousand nine hundred and the twelfth day of June one thousand nine hundred and two or any two or more of them :

And whereas by an indenture dated the thirty-first day of March one thousand nine hundred and sixteen and made between Francis Robert Anderton and John Ernle Money (being the Trustees for the time being of the Testator's said will and codicil) of the first part Charles Ewald Scarisbrick of the second part Ernest Humbert of the third part Charles Thomas Part of the fourth part the Most Noble Herbrand Duke of Bedford of the fifth part the said Sir Charles Scarisbrick of the sixth part the said Sir Tom Talbot Leyland Scarisbrick of the seventh part the said George Napier Clark and Robert Edwin Smalley of the eighth part Sir Albert Edward Herbert Naylor Leyland Baronet of the ninth part Dame Jane Willson Naylor Leyland widow of the tenth part Christopher John Leyland and Percy Alfred Leyland Laming of the eleventh part and Charles Hugh Stobart of the twelfth part in pursuance of orders of the twenty-fourth day of October one thousand nine hundred and thirteen and the third day of July one thousand nine hundred and fifteen made in the said suit of *Talbot v. Scarisbrick* and in the matter of the *Scarisbrick Estate Acts 1877 and 1904* certain hereditaments situate in the county borough of Southport aforesaid consisting of the hereditaments comprised in the contracts of sale mentioned in the recited order of the tenth day of June one thousand nine hundred and fifteen (hereinafter referred to as "the Greaves Hall ground rents") and certain other hereditaments (hereinafter referred to as "the partitioned ground rents") (all which heredita-

ments formed part of the estates subject to the trusts of the said will and codicil and some of which were comprised in the recited indenture of the sixteenth day of July one thousand nine hundred and seven) were partitioned and conveyed To such uses upon such trusts and subject to such powers and provisions as under the said will and codicil and the said indenture of disentail of the twenty-eighth day of April one thousand eight hundred and ninety-five and the Resettlement of 1895 and the subsequent devolution of title were immediately before the execution of the indenture now in recital subsisting or capable of taking effect with regard to the shares of the Testator's estate of which the said Sir Charles Scarisbrick was or had been equitable tenant for life as aforesaid or as near thereto as circumstances would permit but not so as to increase or multiply charges or powers of charging and so that the entirety of the said hereditaments should henceforth be held in severalty accordingly :

And whereas by an indenture dated the fifteenth day of April one thousand nine hundred and sixteen and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said John Edward Reid Cuddon and John James Cockshott of the third part the said George Napier Clark and Robert Edwin Smalley of the fourth part and the said John James Cockshott and Thomas Phillips of the fifth part the said Sir Charles Scarisbrick in pursuance of the recited order of the tenth day of June one thousand nine hundred and fifteen and in exercise of the powers of the Settled Land Acts 1882 to 1890 and with the consent (thereby testified) of the said Sir Tom Talbot Leyland Scarisbrick and of the said John Edward Reid Cuddon and John James Cockshott as Trustees of the recited indenture of the fourteenth day of April one thousand nine hundred and five conveyed the Greaves Hall ground rents subject to the subsisting leases as follows (that is to say) As to part thereof To the uses upon the trusts and subject to the powers and provisions which under the recited indenture of the seventh day of November one thousand eight hundred and ninety-nine were subsisting with respect to the hereditaments thereby settled As to further part thereof To the uses upon the trusts and subject to the powers and provisions which under the recited indenture of the twenty-eighth day of June one thousand nine hundred were subsisting with respect to the hereditaments thereby settled and as to the residue thereof To the uses upon the trusts and subject to the powers and provisions which under the recited indenture of the eighth day

A.D. 1918. of December one thousand nine hundred were subsisting with respect to the hereditaments thereby settled but in each case not so as to increase or multiply charges or powers of charging :

And whereas by an indenture also dated the fifteenth day of April one thousand nine hundred and sixteen and made between the said Sir Tom Talbot Leyland Scarisbrick of the first part the said Sir Charles Scarisbrick of the second part and the said John James Cockshott and Thomas Phillips of the third part in further pursuance of the recited order of the tenth day of June one thousand nine hundred and fifteen the said Sir Tom Talbot Leyland Scarisbrick in exercise of the powers of the Settled Land Acts 1882 to 1890 and with the consent of the said John James Cockshott and Thomas Phillips as such Trustees for the purposes of the said Acts conveyed the Greaves Hall Estate (except the part thereof comprised in the recited indenture of the twenty-second day of August one thousand nine hundred and six) To the use of the said Sir Tom Talbot Leyland Scarisbrick during his life without impeachment of waste with remainder To the use of any wife of the said Sir Tom Talbot Leyland Scarisbrick who should survive him for such estate or interest (not exceeding an estate for her life) as the said Sir Tom Talbot Leyland Scarisbrick should by will or codicil appoint with remainder To the use of Everard Talbot Scarisbrick (the eldest and only surviving son of the said Sir Tom Talbot Leyland Scarisbrick and then an infant) during his life without impeachment of waste with remainder To the use of the first and other sons of the said Everard Talbot Scarisbrick successively according to seniority in tail male with remainders in strict settlement among the other issue of the said Sir Tom Talbot Leyland Scarisbrick and an ultimate remainder To the use of his right heirs And the said John James Cockshott and Thomas Phillips were appointed Trustees thereof for all the purposes of the Settled Land Acts 1882 to 1890 and of section 42 of the Conveyancing Act 1881 as amended by section 14 of the Conveyancing Act 1911 with power for a sole trustee to act :

And whereas by a deed poll under their hands and seals dated the thirteenth day of May one thousand nine hundred and sixteen the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick John James Cockshott and Thomas Phillips declared that the last recited indenture was the instrument carrying into effect the purchase and settlement contemplated by the recited indenture of the fourteenth day of June one thousand nine

hundred and two within the meaning of the recited indenture of the twenty-second day of August one thousand nine hundred and six: A.D. 1918.

And whereas by an indenture dated the twenty-first day of June one thousand nine hundred and sixteen and made between the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick of the first part the said Robert Edwin Smalley of the second part the said George Napier Clark of the third part and the said Thomas Phillips of the fourth part the said Thomas Phillips was under the said power contained in the Resettlement of 1895 and with the leave of the court in the said action of *Clark v. Scarisbrick* 1910 S. 3483 given by an order therein dated the first day of June one thousand nine hundred and sixteen duly appointed a Trustee of the Resettlement of 1895 in the place of the said George Napier Clark who retired from the trust and to act jointly with the said Robert Edwin Smalley for all the purposes for which the said Philip Henry Chambres and Christopher Lethbridge were originally appointed Trustees thereof:

And whereas by an indenture also dated the twenty-first day of June one thousand nine hundred and sixteen and made between the said Robert Edwin Smalley of the first part the said George Napier Clark of the second part and the said Thomas Phillips of the third part the said Thomas Phillips was under the statutory power duly appointed a Trustee in the place of the said George Napier Clark who retired from the trust and to act jointly with the said Robert Edwin Smalley for all the purposes for which the said George Napier Clark and Robert Edwin Smalley were appointed Trustees of the compound settlement by the recited order of the twenty-sixth day of April one thousand nine hundred and fifteen:

And whereas by an indenture dated the eleventh day of July one thousand nine hundred and sixteen and made between the said Sir Tom Talbot Leyland Scarisbrick of the first part the Liverpool and London and Globe Insurance Company Limited of the second part and the said George Cockshott of the third part the said Sir Tom Talbot Leyland Scarisbrick conveyed (with other property) the Greaves Hall ground rents and the Greaves Hall Estate unto the said insurance company for the life of the said Sir Tom Talbot Leyland Scarisbrick by way of mortgage for securing payment to the said insurance company of a consolidated sum of fifteen thousand pounds (part whereof was then already secured by prior mortgages to the same company of parts of the Greaves

A.D. 1918. Hall Estate as therein mentioned) with interest thereon as therein mentioned:

And whereas by an order made by Mr. Justice Sargant on the thirteenth day of July one thousand nine hundred and sixteen in the same four actions as the recited order of the tenth day of June one thousand nine hundred and fifteen It was ordered that notwithstanding the last-mentioned order the sum raised and to be raised under that order for the purpose of commuting and paying the succession duty therein mentioned (other than the succession duty on the said sum of twenty-five thousand pounds) should be set apart and invested in the names of the said Robert Edwin Smalley and Thomas Phillips in Exchequer Bonds and retained (as regards capital) as a fund to meet such duty when it should become payable or could be commuted And it was ordered that the succession duty and other death duties (if any) to become payable as on the death of the said Sir Charles Scarisbrick in respect of the said sum of twenty-five thousand pounds or of the Greaves Hall ground rents should be provided for by setting apart and investing in Exchequer Bonds in the names of the said Robert Edwin Smalley and Thomas Phillips and the said John James Cockshott as one of the Trustees of the recited indenture of the fourteenth day of June one thousand nine hundred and two and of the settlements of which he was a Trustee as aforesaid the sum of seven thousand pounds out of the money raised or to be raised under the said order of the tenth day of June one thousand nine hundred and fifteen and applicable for the purpose of commuting and paying the said succession duty:

And whereas the costs and expenses by the recited order of the tenth day of June one thousand nine hundred and fifteen directed to be paid as aforesaid having been duly paid and the succession duty by the same order directed to be commuted and paid having been provided for then by an indenture dated the ninth day of May one thousand nine hundred and sixteen and made between the said John James Cockshott and Thomas Phillips of the first part the said Sir Charles Scarisbrick of the second part the said Sir Tom Talbot Leyland Scarisbrick of the third part and the said George Napier Clark and Robert Edwin Smalley of the fourth part the said John James Cockshott and Thomas Phillips as Trustees of the recited indentures of the thirteenth and fourteenth days of June one thousand nine hundred and two released the hereditaments and property subject thereto from



the charge created by the said indenture of the thirteenth day of June one thousand nine hundred and two and all claims and demands in respect thereof: A.D. 1918.

And whereas in further pursuance of the recited order of the tenth day of June one thousand nine hundred and fifteen the said Sir Charles Scarisbrick in exercise of the powers of section 11 of the Settled Land Act 1890 duly granted thirteen mortgages of parts of the partitioned ground rents and the balance of the money raised thereby after discharging the costs and expenses directed to be paid by the said order is now represented by the sum of two thousand three hundred and forty-five pounds two shillings and elevenpence on deposit in the names of the said Robert Edwin Smalley and Thomas Phillips and by the sum of five thousand pounds Exchequer Bonds in the same names and by the sum of seven thousand pounds Exchequer Bonds invested in the names of the said Robert Edwin Smalley Thomas Phillips and John James Cockshott under the said recited order of the thirteenth day of July one thousand nine hundred and sixteen as funds to meet such succession duty and other death duties as were provided for by the recited order of the thirteenth day of July one thousand nine hundred and sixteen:

And whereas by an indenture dated the twenty-third day of February one thousand nine hundred and seventeen and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said Everard Talbot Scarisbrick of the third part the said John Edward Reid Cuddon and William Crossman Spencer of the fourth part and the said John Edward Reid Cuddon and John James Cockshott of the fifth part It was agreed (subject to the approval of the court to be obtained as therein mentioned) that the recited indenture of the twenty-third day of March one thousand nine hundred and four should be construed and have effect as if the income of the said Sir Charles Scarisbrick mentioned in clause 4 thereof were his net income after deduction of all sums payable for income tax arising from the premises referred to in that clause and that if and so far as necessary the said indenture should be deemed to be rectified accordingly And that all payments theretofore made to the said Sir Charles Scarisbrick under such clause 4 or purporting so to be made should be deemed to have been rightly made in accordance with the provisions of that clause and were thereby sanctioned

A.D. 1918. and approved And (among other things) if the said Everard Talbot Scarisbrick should attain the age of twenty-one years and should desire to disentail the estate hereditaments and premises of which by virtue of the Resettlement of 1895 he was or might be tenant in tail male in remainder or any part thereof with the consent of the said Sir Charles Scarisbrick or any other person as protector of the settlement and to join in resettling the same or any part thereof then upon such disentail and resettlement the amount of the income to be paid to the said Everard Talbot Scarisbrick during the lives of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick or either of them or any other benefits to be given to the said Everard Talbot Scarisbrick under such resettlement should be submitted for the approval of the court in manner therein mentioned (such application being retained for the decision of Mr. Justice Younger if he should then be sitting as a judge of the Chancery Division) and such resettlement should only take effect subject to the approval of Mr. Justice Younger or some other judge of the Chancery Division in respect of the matters so to be submitted and to such modification and alteration of the terms thereof as he should direct:

And whereas by an order made by Mr. Justice Younger on the eleventh day of May one thousand nine hundred and seventeen in the said three actions of 1910 the said Sir Tom Talbot Leyland Scarisbrick by his counsel undertaking that he would at any time after the eighteenth day of June one thousand nine hundred and eighteen if and when directed so to do by the court repay as the court should direct all such sums as should be raised out of the capital of the hereditaments and premises comprised in or subject to the Resettlement of 1895 and paid to him or to the Trustees of the recited indenture of the fourteenth day of April one thousand nine hundred and five pursuant to or in consequence of the direction next thereafter contained (but without any interest) and that he would if required by the said Everard Talbot Scarisbrick join in resettling the hereditaments comprised in the Resettlement of 1895 in such manner as the court should approve It was ordered that the question therein mentioned (being a question as to whether the rents and profits of the Greaves Hall ground rents should be brought into account for the purposes of clause 5 of the recited indenture of the twenty-third day of March one thousand nine hundred and four) should stand over generally upon the terms that the income of the said Sir Tom Talbot Leyland Scarisbrick which was to be brought into account

to ascertain the deficiency referred to in clause 5 of the said indenture of the twenty-third day of March one thousand nine hundred and four for each year ending the sixth day of May should be treated as not including any part of such rents and profits And the court approved the recited indenture of the twenty-third day of February one thousand nine hundred and seventeen subject to the execution by the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick of a deed of consent to a disentail by the said Everard Talbot Scarisbrick of the estate comprised in or subject to the Resettlement of 1895 and such deed being delivered as an escrow to the Trustees of the Resettlement of 1895 upon the condition that the same should not be completed except by the direction of the judge and for the purpose of enabling the settled property to be disentailed and resettled in such manner as the judge should approve And it was ordered that upon such deed of consent being executed and so delivered to such Trustees the said indenture of the twenty-third day of February one thousand nine hundred and seventeen should be executed by the guardian ad litem of the said Everard Talbot Scarisbrick in the name and on behalf of the said Everard Talbot Scarisbrick and that thereupon the same should be binding upon the said Everard Talbot Scarisbrick :

A.D. 1918.

And whereas the deed of consent mentioned in the last recited order has been duly executed and delivered as an escrow in accordance therewith and the recited indenture of the twenty-third day of February one thousand nine hundred and seventeen has been executed on behalf of the said Everard Talbot Scarisbrick as directed by the said order but having regard to the indenture of disentail hereinafter recited it is not intended that such deed of consent shall be completed :

And whereas there has been issue of the marriage of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick two children only namely the said Everard Talbot Scarisbrick who was born on the tenth day of December one thousand eight hundred and ninety-six and attained the age of twenty-one years on the tenth day of December one thousand nine hundred and seventeen and Ronald Charles Talbot Scarisbrick who was born on the fifteenth day of January one thousand eight hundred and ninety-nine and died on the fourteenth day of April one thousand nine hundred and thirteen :

And whereas the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick have in exercise of the joint power of

A.D. 1918. appointment given to them by the Resettlement of 1895 as preserved by the recited indenture of the twenty-third day of March one thousand nine hundred and four from time to time charged the hereditaments and premises comprised in the Resettlement of 1895 with capital sums for the purpose of supplementing their respective incomes in accordance with clauses 4 and 5 of the said indenture and in the case of Sir Charles Scarisbrick such charge was first created in respect of the year ending on the sixth day of May one thousand nine hundred and nine and has been created for each of the following years down to and including the year ending the sixth day of May one thousand nine hundred and eighteen and in the case of the said Sir Tom Talbot Leyland Scarisbrick such charge has been created for each year since the sixth day of May one thousand nine hundred and six down to and including the year ending on the sixth day of May one thousand nine hundred and eighteen and on every occasion the said power has been exercised to the fullest extent but all such capital sums so charged have been discharged except those charged in respect of the year ending on the sixth day of May one thousand nine hundred and eighteen by certain indentures of appointment and charge dated respectively the seventh and eighth days of May one thousand nine hundred and seventeen:

And whereas the hereditaments property and investments which are vested in the said Francis Robert Anderton and John Ernle Money as the present Trustees of the Testator's said will and codicil and constitute the estate now held on the trusts thereof are as found by the certificate of the Master dated the eighth and filed on the ninth day of November one thousand nine hundred and seventeen in the said action of *Re Scarisbrick's Settlement Trusts Clark v. Scarisbrick* and subject to a partition of personal estate directed by an order made on the sixteenth day of July one thousand nine hundred and twelve in the said suit of *Talbot v. Scarisbrick* and in the matter of the *Scarisbrick Estate Acts 1877 and 1904* (by which a sum of ten thousand pounds was appropriated to each of the undivided third shares under the said will and codicil in respect whereof the sum of three thousand four hundred pounds remains to be paid to the said Robert Edwin Smalley and Thomas Phillips as Trustees of the Resettlement of 1895) the said hereditaments property and investments are held as to one undivided third share thereof upon the trusts affecting the share of the Testator's estate of which the said Sir Charles Scarisbrick is or was equitable tenant for life as aforesaid:

And whereas by an indenture dated the tenth day of December one thousand nine hundred and seventeen and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said Everard Talbot Scarisbrick of the third part and the said Robert Edwin Smalley and Thomas Phillips of the fourth part and duly enrolled as a disentailing assurance the said Everard Talbot Scarisbrick (with the consent of the said Sir Charles Scarisbrick as protector of the settlement and also with the consent so far as the same might be required of the said Sir Tom Talbot Leyland Scarisbrick) conveyed and disposed of and the said Sir Charles Scarisbrick also conveyed released and confirmed all the manors or lordships reputed manors or lordships messuages lands minerals rents easements rights privileges and other hereditaments and undivided shares of manors or lordships reputed manors or lordships messuages lands minerals rents easements rights privileges and other hereditaments comprised in or expressed to be assured by the Resettlement of 1895 and not since effectually taken out of settlement by appointment or conveyance or which by purchase exchange partition appropriation or by any other means had become and were then subject to the subsisting limitations of the Resettlement of 1895 or were held on trusts corresponding to such limitations or as to the proceeds of sale thereof were held on such trusts or as capital money arising thereunder and all other (if any) the freehold hereditaments or undivided shares of freehold hereditaments of which the said Everard Talbot Scarisbrick was then by any means tenant in tail male or in tail at law or in equity under or by virtue of or by reference to the Resettlement of 1895 subject to the said yearly rentcharge of three thousand pounds so far only as the same could not be released by the said Sir Charles Scarisbrick and to the annual sum payable after the death of the said Sir Tom Talbot Leyland Scarisbrick during the remainder of the life of the said Sir Charles Scarisbrick and to the said jointure rentcharge of the said Dame Josephine Ethel Scarisbrick and to the sum of thirty thousand pounds charged for portions by the marriage settlement and the said term of one thousand five hundred years for securing the same and to the life estate of the said Sir Tom Talbot Leyland Scarisbrick comprised in the recited indenture of the fourteenth day of April one thousand nine hundred and five and to the trusts of that indenture and (as to the undivided shares only) to the said sum of ten thousand pounds charged by the recited indenture of the sixth day of December one thousand eight

A.D. 1918. hundred and ninety-nine (the partitioned property having been released therefrom pursuant to a direction contained in the recited order of the tenth day of June one thousand nine hundred and fifteen) and (as to the appointed hereditaments) to the trusts of the recited indenture of the twenty-seventh day of July one thousand nine hundred and nine so far as not effectually performed or provided for and subject also to the subsisting charges and encumbrances hereinbefore mentioned but freed from the life estate of the said Sir Charles Scarisbrick under the Testator's said will and codicil and the Resettlement of 1895 or either of them and (so far as the said Sir Charles Scarisbrick could release the same) from the said yearly rentcharge of three thousand pounds and also freed from the estate in tail male of the said Everard Talbot Scarisbrick under or by reference to the Resettlement of 1895 and all other estates in tail male or in tail legal or equitable of the said Everard Talbot Scarisbrick and all estates rights interests and powers to take effect after the determination or in defeasance of such estates in tail male or in tail or any of them And so subject and so freed To such uses upon such trusts and in such manner generally as the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick should from time to time or at any time by deed revocable or irrevocable jointly appoint And in default of and subject to any such appointment To such uses upon such trusts and in such manner generally as after the death of any one of them the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick the survivors of them should from time to time and at any time by deed revocable or irrevocable jointly appoint And in default of and subject to any such appointment To such uses upon such trusts and in such manner generally as the last survivor of them the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick should after becoming the sole survivor of them by deed revocable or irrevocable or by will or codicil appoint And in default of and until and subject to any such appointment To the uses upon the trusts and subject to the powers and provisions which immediately before the execution of the indenture now in recital were subsisting or capable of taking effect with reference to the premises thereby conveyed and so as to restore the same And by the indenture now in recital the said Everard Talbot Scarisbrick (with the like consents) conveyed and disposed of and the said Sir Charles Scarisbrick also conveyed released and confirmed All and singular the money and investments in the hands or the joint

names of the said Robert Edwin Smalley and Thomas Phillips or any of them and of the said John James Cockshott or of the said John James Cockshott and Thomas Phillips as hereinbefore recited and all other (if any) the money and investments and other personal estate or undivided shares thereof which or the produce of which were or was liable to be laid out in the purchase of hereditaments to be conveyed to the uses of the Resettlement of 1895 unto the said Robert Edwin Smalley and Thomas Phillips and their heirs subject as to the parts thereof respectively affected thereby to the provisions of the recited orders of the tenth day of June one thousand nine hundred and fifteen and the thirteenth day of July one thousand nine hundred and sixteen and to the trusts of the said indenture of the twenty-seventh day of July one thousand nine hundred and nine so far as not effectually performed or provided for and to the trusts of the said indenture of the fourteenth day of April one thousand nine hundred and five but freed from the said life estate of the said Sir Charles Scarisbrick and (so far as the said Sir Charles Scarisbrick could release the same) from the said yearly rentcharge of three thousand pounds and also freed from the estate in tail male of the said Everard Talbot Scarisbrick under or by reference to the Resettlement of 1895 and all other estates in tail male or in tail legal or equitable of the said Everard Talbot Scarisbrick and all estates rights interests and powers to take effect after the determination or in defeasance of such estates in tail male or in tail or any of them and so subject and so freed Upon such trusts and in such manner generally as the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick should from time to time or at any time by deed revocable or irrevocable jointly appoint And in default of and subject to any such appointment Upon such trusts and in such manner generally as after the death of any one of them the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick the survivors of them should from time to time or at any time by deed revocable or irrevocable jointly appoint And in default of and subject to any such appointment Upon such trusts and in such manner generally as the last survivor of them the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick should after becoming the sole survivor of them by deed revocable or irrevocable or by will or codicil appoint And in default of and until and subject to any such appointment Upon the trusts and subject to the powers and provisions which immediately before

A.D. 1918. the execution of the indenture now in recital were subsisting or capable of taking effect with reference to the said investments and premises with a proviso that if the said Everard Talbot Scarisbrick should die in the lifetime of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick or either of them none of the powers of appointment thereby created and exercisable after the death of the said Everard Talbot Scarisbrick should be exercisable except under and in accordance with an order of a judge of the Chancery Division of the High Court of Justice :

And whereas by an indenture of even date with and made between the same parties as the last recited indenture the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick in exercise of the joint power of appointment conferred on them by the last recited indenture appointed that the undivided third share of certain hereditaments in the county borough of Southport comprised in that indenture should subject to the limitations charges and incumbrances having priority to such joint power thenceforth stand charged with the payment to the said Sir Tom Talbot Leyland Scarisbrick of the clear sum of two thousand pounds with interest thereon as therein mentioned :

And whereas all the hereditaments constituting the Greaves Hall Estate were formerly vested in the Trustees of the Testator's said will and codicil upon the trusts thereof and except the hereditaments comprised in the recited indenture of the twenty-second day of August one thousand nine hundred and six (which were partitioned as hereinbefore mentioned) were acquired by purchase from such Trustees by the said Dame Bertha Petronella Scarisbrick Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick respectively and were settled by them respectively as hereinbefore recited and in each case (either by the settlements thereof hereinbefore recited or by the previous conveyance to the settlor) covenants were entered into with such Trustees in reference to building on the hereditaments so purchased and the making of roads and restrictive of user :

And whereas the partition deeds respectively affecting the partitioned ground rents and also the appointed hereditaments vested in the said John James Cockshott and Thomas Phillips as aforesaid and the Greaves Hall ground rents and the hereditaments comprised in the recited indenture of the twenty-second day of August one thousand nine hundred and six contained covenants



and provisions preserving to the Trustees of the Testator's will and codicil the powers and authorities conferred by sections 20 and 25 of the Scarisbrick Estate Act 1877 in reference to the system of sea embankments and drainage works affecting the whole of the Testator's estate outside the town of Southport (other than unenclosed lands foreshore and sea and river beds) whether partitioned or remaining unpartitioned and otherwise in relation thereto : A.D. 1918.

And whereas the said John Edward Reid Cuddon and John James Cockshott have duly assigned to the said Everard Talbot Scarisbrick the policies of assurance on the life of the said Sir Tom Talbot Leyland Scarisbrick which were assigned to them by the recited indenture of the thirtieth day of July one thousand nine hundred and seven and also the further policy effected in their names as hereinbefore mentioned and also four further policies which were duly effected in their names pursuant to the recited order of the first day of June one thousand nine hundred and seven all premiums which have become due in respect of such policies respectively having been duly paid by them in accordance with such order :

And whereas it is intended that upon the passing of this Act the said Sir Tom Talbot Leyland Scarisbrick shall be released by a separate instrument from the undertakings on his part mentioned in the recited orders of the tenth day of June one thousand nine hundred and fifteen and the eleventh day of May one thousand nine hundred and seventeen respectively and that the sums of Exchequer Bonds in the names of the said Robert Edwin Smalley and Thomas Phillips and of them and the said John James Cockshott respectively under the recited order of the thirteenth day of July one thousand nine hundred and sixteen shall be released from the provisions of that order and that the said sums of Exchequer Bonds and also the money on deposit in the names of the said Robert Edwin Smalley and Thomas Phillips as aforesaid shall be transferred into the names of the Trustees of the resettlement hereinafter recited and that the said sum of nine pounds fifteen shillings and one penny shall be paid to such Trustees :

And whereas by an order made by Mr. Justice Younger on the twenty-first day of December one thousand nine hundred and seventeen in the said three actions of one thousand nine hundred and ten the judge being of opinion that an indenture of resettlement (meaning the indenture next recited) identified by the

A.D. 1918. signature of the Master in the margin thereof was a compliance on the part of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick with the obligations imposed upon them respectively under the recited order of the eleventh day of May one thousand nine hundred and seventeen. It was ordered that upon the execution of such indenture of resettlement by the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick the said Robert Edwin Smalley and Thomas Phillips as Trustees of the Resettlement of 1895 and the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement and the recited indenture of the sixth day of December one thousand eight hundred and ninety-nine and the said John Edward Reid Cuddon and John James Cockshott as Trustees of the recited indenture of the fourteenth day of April one thousand nine hundred and five be at liberty to execute the same as an escrow upon the condition hereinafter mentioned:

And whereas by an indenture (hereinafter referred to as "the Resettlement of 1917") dated the twenty-first day of December one thousand nine hundred and seventeen and made between the said Sir Charles Scarisbrick of the first part the said Sir Tom Talbot Leyland Scarisbrick of the second part the said Everard Talbot Scarisbrick of the third part the said Dame Josephine Ethel Scarisbrick of the fourth part the said Robert Edwin Smalley and Thomas Phillips of the fifth part the said John Edward Reid Cuddon and William Crossman Spencer of the sixth part the said John Edward Reid Cuddon and John James Cockshott of the seventh part the said John James Cockshott and Thomas Phillips of the eighth part the said Robert Edwin Smalley Thomas Phillips and John James Cockshott of the ninth part the said Robert Edwin Smalley Thomas Phillips and John Edward Reid Cuddon (hereinafter called "the Trustees") of the tenth part and the said George Cockshott of the eleventh part (which indenture has been executed by all the parties thereto and delivered as an escrow upon the condition that the same shall not be completed unless and until this Act is passed into law in such form as to validate the limitations and provisions therein contained) the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick in exercise of the power conferred by the recited disentailing assurance of the tenth day of December one thousand nine hundred and seventeen as aforesaid irrevocably appointed that the partitioned

ground rents and the undivided share of the hereditaments and property held on the trusts of the Testator's said will and codicil should (subject as mentioned in the said disentailing assurance and subject to the recited indenture of even date therewith) remain and be To the uses upon the trusts and subject to the powers and provisions thereafter declared concerning the same And likewise appointed that the money and investments and personal estate which were immediately before the execution of the disentailing assurance liable to be laid out in the purchase of land to be conveyed to the uses of the Resettlement of 1895 should thenceforth be held by the Trustees Upon the trusts and subject to the powers and provisions thereafter declared concerning the same And by virtue of the powers and authorities conferred by this Act the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick and Dame Josephine Ethel Scarisbrick according to their respective estates and interests conveyed and the said Robert Edwin Smalley and Thomas Phillips as Trustees of the Resettlement of 1895 the said John Edward Reid Cuddon and John James Cockshott as Trustees of the recited indenture of the fourteenth day of April one thousand nine hundred and five the said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement and of the recited indenture of the sixth day of December one thousand eight hundred and ninety-nine and the said John James Cockshott and Thomas Phillips as Trustees of the recited indenture of the twenty-seventh day of July one thousand nine hundred and nine in respect of the estates and interests comprised in such trust instruments respectively released the hereditaments and property so first appointed by the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick subject to the subsisting leases and tenancies and as to the premises subject thereto to the powers by the Testator's said will and codicil and the Scarisbrick Estates Acts 1877 and 1904 vested in the Trustees of the said will and codicil and subject also as to the parts of the premises affected thereby to the said deeds of appointment and charge of the seventh and eighth days of May one thousand nine hundred and seventeen and of the tenth day of December one thousand nine hundred and seventeen and the said indenture of mortgage dated the eleventh day of July one thousand nine hundred and sixteen but discharged from the life estate or interest of the said Sir Charles Scarisbrick and the yearly rentcharge of three thousand pounds

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for the joint lives of the said Sir Charles Scarisbrick and the said Sir Tom Talbot Leyland Scarisbrick and the charges created thereon as aforesaid and the said annual sum to become payable after the death of the said Sir Tom Talbot Leyland Scarisbrick during the remainder of the life of the said Sir Charles Scarisbrick and from the life estate or interest of the said Sir Tom Talbot Leyland Scarisbrick and the trusts and provisions of the said indenture of the fourteenth day of April one thousand nine hundred and five and from the said jointure rentcharge of the said Dame Josephine Ethel Scarisbrick and the said term of one thousand five hundred years created by the marriage settlement and the charges of thirty thousand pounds and ten thousand pounds for portions under the marriage settlement and the said indenture of the sixth day of December one thousand eight hundred and ninety-nine and from all the trusts and provisions of those indentures and from all the limitations trusts and provisions of or by reference to the Resettlement of 1895 and so subject and so discharged To the uses upon the trusts and subject to the powers and provisions thereafter declared concerning the same And by virtue of the same powers and authorities the said Dame Josephine Ethel Scarisbrick and the said Robert Edwin Smalley Thomas Phillips John Edward Reid Cuddon John James Cockshott and William Crossman Spencer respectively as such Trustees as aforesaid released the investments and money so appointed by the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick as aforesaid from the same trusts interests and charges And the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick in exercise of the power conferred by or by reference to the recited indenture of the eighth day of December one thousand nine hundred irrevocably appointed that the part of the Greaves Hall ground rents settled to the uses of that indenture as aforesaid should remain and be To the uses upon the trusts and subject to the powers and provisions thereafter declared concerning the same And the said Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick according to their respective estates conveyed the Greaves Hall ground rents subject to the leases and tenancies affecting the same and to the said mortgage of the eleventh day of July one thousand nine hundred and sixteen and subject also as regards the parts thereof not included in the last-mentioned appointment to the estate of the first son thereafter born (if any) of the said Sir Tom Talbot Leyland Scarisbrick and Dame Josephine Ethel Scarisbrick who should attain the age of twenty-one years but

discharged from all other the limitations trusts powers and provisions contained or referred to in the first-recited indenture of the fifteenth day of April one thousand nine hundred and sixteen and from all estates interests and charges subsisting or to arise thereunder and so subject and so discharged To the uses upon the trusts and subject to the powers and provisions thereafter declared concerning the same And the said Sir Tom Talbot Leyland Scarisbrick according to his estate for life conveyed and the said Everard Talbot Scarisbrick according to his estate for life in remainder and by virtue of the power for that purpose conferred or to be conferred by this Act conveyed appointed and confirmed the Greaves Hall Estate subject to the exceptions and reservations and restrictive provisions contained in the settlements thereof or any such prior conveyance as aforesaid and subject to the said mortgage of the eleventh day of July one thousand nine hundred and sixteen but discharged from all the limitations trusts powers and provisions of the secondly recited indenture of the fifteenth day of April one thousand nine hundred and sixteen and from all estates interests and charges subsisting or to arise thereunder and so subject and so discharged To the uses upon the trusts and subject to the powers and provisions thereafter declared concerning the same :

And whereas the limitations contained in the Resettlement of 1917 are as follows:—

As to the Greaves Hall Estate and the undivided share thereby assured of the hereditaments held on the trusts of the Testator's said will and codicil (except hereditaments situate or arising in the county borough of Southport as constituted at the date of the Resettlement of 1917) and of the mines and minerals so held and lying in or under any of the said hereditaments or in or under any other hereditaments not situate in the said county borough (therein and hereinafter together referred to as "the Scarisbrick Agricultural and Mineral Estate") To the uses following (that is to say):—

To uses enabling the said Sir Tom Talbot Leyland Scarisbrick to exercise the powers of a tenant for life in possession and subject thereto;

To the use that during the joint lives of the said Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick a yearly rentcharge of two thousand pounds (to be increased to four thousand pounds on the said Everard

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Talbot Scarisbrick attaining the age of twenty-five years or his earlier marriage) should be paid to the said Everard Talbot Scarisbrick or in certain events to the Trustees upon a discretionary trust for his benefit as therein mentioned and subject thereto;

To the use of the Trustees during the life of the said Sir Tom Talbot Leyland Scarisbrick upon a discretionary trust for his benefit with remainder as to the Greaves Hall Estate;

To the use of the said Dame Josephine Ethel Scarisbrick for such estate or interest (not exceeding a life estate) as the said Sir Tom Talbot Leyland Scarisbrick should by will or codicil appoint and subject thereto as to the whole of the Scarisbrick Agricultural and Mineral Estate;

To uses enabling the said Everard Talbot Scarisbrick to exercise the powers of a tenant for life in possession and subject thereto;

To the use that the said Dame Josephine Ethel Scarisbrick if surviving the said Sir Tom Talbot Leyland Scarisbrick should receive the yearly rentcharge of two thousand five hundred pounds for her life and subject thereto;

To the use of the Trustees during the life of the said Everard Talbot Scarisbrick upon a discretionary trust for his benefit with remainder as to the Greaves Hall Estate;

To the use of any surviving wife of the said Everard Talbot Scarisbrick for such estate or interest (not exceeding a life estate) as the said Everard Talbot Scarisbrick should by will or codicil appoint and subject thereto as to the whole of the Scarisbrick Agricultural and Mineral Estate;

To the use of the first and other sons of the said Everard Talbot Scarisbrick successively in tail male with remainder;

To the use of the same sons successively in tail general with remainder;

To the use of the first and other daughters of the said Everard Talbot Scarisbrick successively in tail general with remainder;

To the use of the younger sons of the said Sir Tom Talbot Leyland Scarisbrick successively in tail male with remainder;

To the use of the same sons successively in tail general with remainder;

To the use of the first and other daughters of the said Sir Tom Talbot Leyland Scarisbrick successively in tail general with remainder;

To such uses as the survivor of the said Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick should by will or codicil appoint and in default of and subject to any such appointment;

To the use of the said Everard Talbot Scarisbrick in fee simple;

As to all the other hereditaments and undivided share thereby assured (therein and hereinafter referred to as "the Scarisbrick town properties") To the uses following (that is to say):—

As to the same hereditaments exclusive of the said undivided share:

To the use of the said Robert Edwin Smalley Thomas Phillips and John James Cockshott for a term of one thousand years on the trusts thereafter declared and subject thereto and as to the residue of the Scarisbrick town properties;

To the use of the Trustees for a term of one thousand five hundred years on the trusts thereafter declared and subject thereto;

To such uses as the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick should by deed jointly appoint and in default of and subject to any such appointment;

To such uses as after the death of any one of them the said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick the survivors of them should by deed jointly appoint but so that if the said Everard Talbot Scarisbrick should die in the lifetime of both of them the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick such last-mentioned power should not be exercisable except under and in accordance with an order of a judge of the Chancery Division of the High Court of Justice and in default of and subject to any such appointment;

To the same uses (other than uses limiting rentcharges) as the Scarisbrick Agricultural and Mineral Estate;

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The said money and investments thereby appointed are directed to be held by the Trustees upon trust as capital money arising under the Settled Land Acts 1882 to 1890 from the Scarisbrick town properties:

And whereas the trusts of the said term of one thousand years are to indemnify the Trustees thereof against certain duties on the death of the said Sir Charles Scarisbrick for which they or any of them may be personally liable:

And whereas the trusts of the said term of one thousand five hundred years are as follows:—

- (A) to raise the costs and expenses of the Disentailing Assurance of the tenth day of December one thousand nine hundred and seventeen and of the Resettlement of 1917 and of this Act;
- (B) to raise five thousand pounds a year out of capital free of income tax for Sir Charles Scarisbrick during his life;
- (C) to raise and pay duties on the said Sir Charles Scarisbrick's death in respect of the whole of the settled property in exoneration of the Scarisbrick Agricultural and Mineral Estate;
- (D) to raise forty thousand pounds for portions of the younger children (if any) of the said Sir Tom Talbot Leyland Scarisbrick by his present marriage and if no such children then to raise thirty thousand pounds for the portions of his children by any subsequent marriage:

And whereas the said Everard Talbot Scarisbrick is empowered by the Resettlement of 1917 to charge the Scarisbrick Agricultural and Mineral Estate with a jointure rentcharge in favour of any surviving wife of two thousand five hundred pounds a year reducible to one thousand five hundred pounds a year during the subsistence of the said rentcharge of the said Dame Josephine Ethel Scarisbrick and to charge the same estate with thirty thousand pounds for the portions of his younger children:

And whereas in addition to other powers and provisions the Resettlement of 1917 contains certain powers additional to or larger than the powers conferred by the Settled Land Acts 1882 to 1890 and in particular a provision enabling the person entitled to exercise such powers to exercise in reference to the settled premises all the powers conferred by the Scarisbrick



Estate Acts 1877 and 1904 on the Trustees of the Testator's said will and codicil and also a provision that mining rents and royalties and also casual profits up to one thousand pounds in any year shall be income: A.D. 1918.

And whereas the Trustees are by the Resettlement of 1917 appointed Trustees thereof for the purposes of the Settled Land Acts 1882 to 1890 and the forty-second section of the Conveyancing Act 1881 as amended by the fourteenth section of the Conveyancing Act 1911:

And whereas the estate limited by the Resettlement of 1917 to the Trustees during the life of the said Sir Tom Talbot Leyland Scarisbrick is intended to be in substitution for the estate comprised in the recited indenture of the fourteenth day of April one thousand nine hundred and five and the yearly rentcharge thereby limited to the said Dame Josephine Ethel Scarisbrick is intended to be in substitution for the yearly rentcharge appointed to her by the marriage settlement and the trusts for raising portions for the younger children of the said Sir Tom Talbot Leyland Scarisbrick are intended to be in substitution for their rights under the marriage settlement and the recited indenture of the sixth day of December one thousand eight hundred and ninety-nine:

And whereas it is expedient that the estate and property now subject to the limitations of the Resettlement of 1895 and of the two indentures of the fifteenth day of April one thousand nine hundred and sixteen should be resettled together in manner appearing in the Resettlement of 1917 and that the title thereto should be simplified and future dealings therewith facilitated by the release of the charges and trusts created as hereinbefore recited:

And whereas it is expedient that future partitions of the estates remaining subject to the trusts of the Testator's said will and codicil should be facilitated by making the duties payable on the death of the said Sir Charles Scarisbrick to be charged exclusively on property partitioned to the share of which he is or was equitable tenant for life:

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 said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick do most humbly beseech Your

A.D. 1918. 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 Scarisbrick Settlement Act 1918.

Power for  
E. T. Scaris-  
brick to  
appoint  
Greaves  
Hall Estate.

**2.** Notwithstanding the limitations contained in the secondly recited indenture of the fifteenth day of April one thousand nine hundred and sixteen the said Everard Talbot Scarisbrick shall have power by deed to convey and appoint the hereditaments constituting the Greaves Hall Estate Banks in the county of Lancaster as hereinbefore referred to To the uses upon the trusts and subject to the powers and provisions declared concerning the same in the Resettlement of 1917 and the conveyance and appointment thereof by him contained in such Resettlement shall be deemed to be a valid and effectual exercise of such power.

Discharge of  
trusts and  
provisions of  
Resettle-  
ment of 1895  
and other  
documents.

**3.** From and after the passing of this Act the hereditaments and property comprised in or subject to or affected by the trusts or provisions of the Resettlement of 1895 the marriage settlement and the said indentures of the sixth day of December one thousand eight hundred and ninety-nine the fourteenth day of April one thousand nine hundred and five and the twenty-seventh day of July one thousand nine hundred and nine respectively shall be deemed to be effectually freed by the Resettlement of 1917 from the trusts and provisions thereof respectively and such trusts and provisions shall be deemed to be at an end for all purposes and the Trustees thereof respectively shall be deemed to be duly discharged therefrom.

Questions as  
to exercise by  
Sir Charles  
Scarisbrick  
and Sir T. T.  
L. Scaris-  
brick if sur-  
viving E. T.  
Scarisbrick  
of their  
joint power  
to be decided  
by Chancery  
Division.

**4.—(1)** In case the said Everard Talbot Scarisbrick shall die in the lifetime of both of them the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick the Chancery Division of the High Court of Justice shall have the same jurisdiction in respect to all questions arising as to any proposed exercise by the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick of the joint power of appointment expressed to be conferred on them in that event by the Resettlement of 1917 as if the same were questions arising in the administration of a trust.

(2) For the purposes of this section the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick shall be deemed to be Trustees of the said joint power for all persons (including themselves) for the time being interested in the Scarisbrick town properties under the Resettlement of 1917 but nothing in this Act contained shall be deemed to preclude the exercise of the said joint power for the personal benefit of the said Sir Charles Scarisbrick and Sir Tom Talbot Leyland Scarisbrick or either of them Subject however to such rights and interests of persons claiming under or through the said Everard Talbot Scarisbrick as to the judge of the Chancery Division by whom any application shall be heard shall direct to be considered.

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(3) Applications under this section shall be made by summons in accordance with the Rules of Court for the time being in force with reference to questions arising in the administration of trusts.

5.—(1) The Resettlement of 1917 shall take effect according to its terms and it is hereby confirmed.

Confirmation  
of Resettle-  
ment of  
1917.

(2) The same sums shall be raisable by virtue of the said indentures of the seventh and eighth days of May one thousand nine hundred and seventeen as would have been raisable thereunder if this Act had not been passed.

(3) The sum raisable for the said Sir Charles Scarisbrick for the year ending on the sixth day of May one thousand nine hundred and eighteen under the Resettlement of 1917 shall be held upon trust as follows:—

(A) As to so much thereof as shall be equal to the amount of income of the property comprised in the Resettlement of 1917 paid to the said Sir Charles Scarisbrick or by his direction or for his use since the twenty-first day of December one thousand nine hundred and seventeen upon trust to pay thereout the proportionate part of the yearly rentcharge limited by the Resettlement of 1917 in favour of the said Everard Talbot Scarisbrick up to the passing of this Act and subject thereto upon trust as income arising under the Resettlement of 1917;

(B) As to the balance thereof upon trust for the said Sir Charles Scarisbrick.

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(4) The said Sir Charles Scarisbrick Sir Tom Talbot Leyland Scarisbrick or the Trustees of the said indenture of the fourteenth day of April one thousand nine hundred and five shall not be required to account for any income received by them respectively after the twenty-first day of December one thousand nine hundred and seventeen and before the passing of this Act from any property comprised in the Resettlement of 1917.

(5) The said Sir Tom Talbot Leyland Scarisbrick and Everard Talbot Scarisbrick shall respectively be protectors of the Settlement under the Resettlement of 1917 in all respects as they would have been if the estates thereby limited to the Trustees during their respective lives had been limited to them respectively free from any trust.

As to charge of succession and estate duty in event of partition.

6. If the estates and property subject to the trusts of the will of the Testator or any part thereof shall hereafter be partitioned among the parties entitled to the undivided shares in such estates and property the property appropriated to other parties shall thereupon cease to be charged under the Succession Duty Act 1853 or the Finance Act 1894 or any other Act creating a charge for duty with any duty payable on the death of Sir Charles Scarisbrick and any such charge shall be operative in respect of and only in respect of the property appropriated to the share of which Sir Charles Scarisbrick is or was equitable tenant for life whether such duty shall have become payable before or after such partition or appropriation.

General saving.

7. Saving always to the King's most Excellent Majesty His heirs and successors and to every other person and body politic or corporate and their respective heirs and successors executors and administrators (other than and except the several persons who by this Act are expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to or out of the hereditaments and property affected by this Act and any and every part thereof as they every and any of them respectively would have held or enjoyed or been entitled to if this Act had not been passed.

Exception from general saving.

8. The following persons and their respective heirs executors administrators and assigns and all persons who now derive or claim or may hereafter derive or claim title under them or any of them (save and except the said Liverpool and London and Globe Insurance Company Limited as such mortgagees as

aforesaid) are excepted out of the general saving in this Act A.D. 1918.  
contained (that is to say):

- (A) The said Sir Charles Scarisbrick ;
- (B) The said Sir Tom Talbot Leyland Scarisbrick ;
- (C) The said Everard Talbot Scarisbrick and his issue hereafter born ;
- (D) The issue hereafter born of the said Sir Tom Talbot Leyland Scarisbrick ;
- (E) The said Dame Josephine Ethel Scarisbrick ;
- (F) The said Robert Edwin Smalley and Thomas Phillips as Trustees of the Resettlement of 1895 and under the order of the thirteenth day of July one thousand nine hundred and sixteen ;
- (G) The said John Edward Reid Cuddon and William Crossman Spencer as Trustees of the marriage settlement and the said indenture of the sixth day of December one thousand eight hundred and ninety-nine ;
- (H) The said John Edward Reid Cuddon and John James Cockshott as Trustees of the said indenture of the fourteenth day of April one thousand nine hundred and five ;
- (J) The said John James Cockshott and Thomas Phillips as Trustees of the said indenture of the twenty-seventh day of July one thousand nine hundred and nine ;
- (K) The said Robert Edwin Smalley Thomas Phillips and John James Cockshott as Trustees under the said order of the thirteenth day of July one thousand nine hundred and sixteen and also as Trustees under the Resettlement of 1917 of the term of one thousand years thereby limited and all future Trustees of the said term ;
- (L) The said Robert Edwin Smalley Thomas Phillips and John Edward Reid Cuddon as Trustees under the Resettlement of 1917 of the term of one thousand five hundred years thereby limited and all future Trustees of such term and also the said Robert Edwin Smalley Thomas Phillips and John Edward Reid

A.D. 1918.

Cuddon as Trustees for all the other purposes for which they are expressed to be appointed Trustees by the Resettlement of 1917 and all future Trustees for such purposes.

Costs of Act  
&c.

9. The costs charges and expenses of all parties of or incidental to or preparatory to or consequent upon the obtaining and passing of this Act as between solicitor and client shall be paid by the Trustees of the Resettlement of 1917 out of any capital moneys or investments of capital in their hands and the court may from time to time upon the application by summons of any person or persons interested make any order for ascertaining or taxing such costs charges and expenses and the costs of the application and also any order for the payment of such costs charges and expenses out of any money or investment applicable for the purpose.

Act printed  
by King's  
printers to  
be evidence.

10. 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.

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