



ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 24.

An Act for giving Effect to certain Powers of Appointment over Settled Estates of the Duke of *Norfolk*, so that by the Exercise of such Powers the Estates to be appointed may be discharged from the Countess of *Surrey's* Pin Money ; and for discharging certain Parts of the said Settled Estates from the Portions of the Daughters and younger Sons of the Earl and Countess of *Surrey*.
 [4th July 1838.]

WHEREAS by an Indenture bearing Date the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, and made between the Most Noble *Charles Howard* Duke of *Norfolk* Earl Marshal and Hereditary Earl Marshal of *England*, of the First Part ; *Bernard Edward Howard* of *Glossop* in the County of *Derby* and of *Fornhem Saint Genevieve* in the County of *Suffolk*, Esquire, of the Second Part ; *Henry Charles Howard* of *Fornhem Saint Genevieve* aforesaid, Esquire, the only Son and Heir Apparent of the said *Bernard Edward Howard*, of the Third Part ; the Most Honourable *George Granville* Marquis of the County of *Stafford*, and the Right Honourable Lady *Charlotte Leveson Gower*,
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Marriage Settlement, 26th December 1814.

of the Fourth Part; the Right Honourable *William Charles* Earl of *Albemarle*, and Sir *Samuel Romilly* Knight, One of His Majesty's Council learned in the Law, of the Fifth Part; *Henry Howard* of *Corby Castle* in the County of *Cumberland*, Esquire, and *Thomas Wybergh* of *Clifton Hall* in the County of *Westmoreland*, Esquire, of the Sixth Part; the Right Honourable *Frederick William* Earl of *Bristol* and Sir *John Throckmorton* Baronet, of the Seventh Part; the Right Honourable and Most Reverend *Edward* Lord Archbishop of *York* and Primate of *England*, and the Right Honourable *John* Lord *Cawdor*, of the Eighth Part; the Right Honourable *William Francis Henry* Lord *Petre* and the Right Honourable *George Granville Leveson Gower* (commonly called Earl *Gower*), of the Ninth Part; and the Right Honourable *George Howard* (then commonly called Viscount *Morpeth*, and who is now Earl of *Carlisle*,) and *George Petre* of *Dunkin Hall* in the County Palatine of *Lancaster*, Esquire, of the Tenth Part (which Indenture, so far as it operated as a Release, was grounded on a Lease for a Year bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and fourteen, and was executed in consideration of a Marriage then intended between the said *Henry Charles Howard* and the said Lady *Charlotte Leveson Gower*); all that the Reversion or Remainder in Fee Simple expectant and to take effect in Possession on the Decease and Failure of Issue Male of the said *Charles* Duke of *Norfolk* of and in the Castles, Honours, Manors, Lordships, Hundreds, Boroughs, Rectories, Advowsons, Capital and other Messuages, Farms, Lands, Tenements, Tithes, Rents, Hereditaments, and Premises, respectively situate in the several Counties of *Sussex*, *Surrey*, *York*, *Nottingham*, *Derby*, *Middlesex*, *Norfolk*, and *Suffolk*, and in the City of *Norwich*, therein mentioned and referred to, was limited to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, and with such Remainders over, and subject to and with and under the several Powers, Provisoos, Declarations, and Agreements therein-after limited, expressed, declared, and contained of and concerning the same Premises respectively; (that is to say,) from and after the Solemnization of the said then intended Marriage, as to the said Hereditaments in the said several Counties of *Nottingham*, *Derby*, *Middlesex*, *Norfolk*, and *Suffolk*, and the County of the City of *Norwich*, and also as to the said Hereditaments in the said County of *York* (but subject as to the said last-mentioned Hereditaments to a Term of Five hundred Years thereby created therein for certain Purposes therein expressed), to the Use, Intent, and Purpose that the said *Henry Charles Howard* and his Assigns should, during the joint Lives of the said *Bernard Edward Howard* and *Henry Charles Howard*, receive thereout One annual Sum or yearly Rent-charge of Eight thousand Pounds, to be payable as therein is mentioned, and with Powers for enforcing the Payment of the same; and subject thereto, from and immediately after the Decease and Failure of Issue Male of the Body of the said *Charles* Duke of *Norfolk*, to the Use of the said *Frederick William* Earl of *Bristol* and Sir *John Throckmorton*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to be computed from the said Decease and Failure of Issue Male, upon the Trusts therein-after declared (such Trusts being for further securing the said yearly Rent-charge);

and from and immediately after the Expiration or sooner Determination of the said Term of Two hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Edward* Lord Archbishop of *York* and *John* Lord *Cardor*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Decease and Failure of Issue Male of the Body of the said *Charles* Duke of *Norfolk*, upon the Trusts therein-after declared and herein-after mentioned; and from and immediately after the Expiration or sooner Determination of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use, Intent, and Purpose that if the said *Henry Charles Howard* should die in the Lifetime of the said *Charles* Duke of *Norfolk*, she the said *Lady Charlotte Leveson Gower* and her Assigns, in case she should be living on the Decease and Failure of Issue Male of the Body of the said *Charles* Duke of *Norfolk*, should and might from and after the Decease of the said *Henry Charles Howard*, and the Death and Failure of Issue Male of the Body of the said *Charles* Duke of *Norfolk*, have and yearly take, receive, and enjoy from Time to Time during her natural Life, as and for her Jointure, and in lieu of a certain annual Sum or yearly Rent-charge of One thousand eight hundred Pounds limited to or provided for her by an Indenture of Appointment and Release of even Date with the Indenture now in recital, such One of the several annual Sums or yearly Rent-charges which are therein-after respectively mentioned as for the Time being should become payable; (that is to say,) the annual Sum or yearly Rent-charge of Two thousand Pounds if the said *Henry Charles Howard* should die in the Lifetime of the said *Charles* Duke of *Norfolk*, such annual Sum of Two thousand Pounds to continue payable until a Son of the said intended Marriage should become Duke of *Norfolk*, if she the said *Lady Charlotte Leveson Gower* should so long live, or the annual Sum of Two thousand five hundred Pounds if the said *Henry Charles Howard* should be Earl of *Surrey* at the Time of his Decease, such annual Sum of Two thousand five hundred Pounds to continue payable until a Son of the said then intended Marriage should become Duke of *Norfolk*, if the said *Lady Charlotte Leveson Gower* should so long live, or the annual Sum of Four thousand Pounds in the event of the Death of the said *Henry Charles Howard* during the Lives or Life of the said *Charles* Duke of *Norfolk* and *Bernard Edward Howard*, or either of them, and after any Son of the said intended Marriages should have become Duke of *Norfolk*, if the said *Lady Charlotte Leveson Gower* should so long live, or the annual Sum of Five thousand Pounds if and whilst she the said *Lady Charlotte Leveson Gower* should be and continue Duchess of *Norfolk*; the said several annual Sums respectively, or such one of them as for the Time being should become and continue payable, to be charged upon and payable out of the said several Hereditaments situate in the said several Counties of *York*, *Nottingham*, *Derby*, *Middlesex*, *Norfolk*, and *Suffolk*, and the County of the City of *Norwich*, and to be paid to the said *Lady Charlotte Leveson Gower* and her Assigns at the Times therein mentioned, and with certain Powers for enforcing the Payment of the same; and as to the same Hereditaments, subject and without Prejudice to the said last-mentioned annual Sums, or such of them as should become payable, and also subject and without Prejudice

dice to the said Term of Years therein-before mentioned, and the Trusts thereof, from and immediately after the Decease and Failure of Issue Male of the Body of the said *Charles Duke of Norfolk*, to the Use of the said *William Francis Henry Lord Petre* and *George Granville Leveson Earl Gower*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, to commence from the said Decease and Failure of Issue Male of the said *Charles Duke of Norfolk*, upon the Trusts therein-after declared (such Trust sbeing for further securing the said Jointure of the said *Lady Charlotte Leveson Gower*); and after the Expiration or sooner Determination of the said Term of Three hundred Years, and in the meantime subject thereto, to the Use of the said *George Lord Viscount Morpeth* and *George Petre*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to be computed from the Decease and Failure of Issue Male of the said *Charles Duke of Norfolk*, upon the Trusts therein-after declared and herein-after mentioned; and from and immediately after the Expiration or sooner Determination of the said Term of Two thousand Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Bernard Edward Howard* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *William Charles Earl of Albemarle* and *Sir Samuel Romilly*, their Heirs and Assigns, during the Life of the said *Bernard Edward Howard*, in Trust for him, and to preserve the contingent Remainders therein-after limited; and from and immediately after the Decease of the said *Bernard Edward Howard*, to the Use of the said *Henry Charles Howard* and his Assigns for his Life, with Remainder to the Use of the said *William Charles Earl of Albemarle* and *Sir Samuel Romilly*, their Heirs and Assigns, during the Life of the said *Henry Charles Howard*, in Trust for him, and to preserve the contingent Remainders therein-after limited; and from and immediately after the Decease of the Survivor of the said *Bernard Edward Howard* and *Henry Charles Howard*, to the Use of the First, Second, Third, Fourth, Fifth, and every other Son of the Body of the said *Henry Charles Howard* on the Body of the said *Lady Charlotte Leveson Gower* to be begotten, severally, successively, and in Remainder one after another, in order and course as they respectively should be in Priority of Birth, and of the Heirs Male of the Body and respective Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to be preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and for Default of such Issue to the Uses therein expressed; and it was thereby declared, that the said Hereditaments in the said Counties of *York*, *Nottingham*, *Derby*, *Middlesex*, *Norfolk*, and *Suffolk*, and the County of the City of *Norwich*, were limited to the said *Edward Lord Archbishop of York* and *John Lord Cawdor*, their Executors, Administrators, and Assigns, upon Trust that they the said *Edward Lord Archbishop of York* and *John Lord Cawdor*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should yearly and every Year during so many Years of the said Term of Ninety-nine Years as the said *Henry Charles Howard* and *Lady Charlotte Leveson Gower* should thereafter jointly live, out of the Rents,

Rents, Issues, and Profits of the Hereditaments comprised in the said Term of Ninety-nine Years, or of any Part or Parts thereof, or by Mortgage, Sale, or Demise thereof, or of any Part thereof, for all or any Part of the same Term, or by all or any of the aforesaid Ways and Means, or by any other Ways or Means whatsoever, (but subject and without Prejudice to the said Terms of Five hundred Years and the Trusts thereof, and to the said yearly Rent-charge of Eight thousand Pounds, and the Remedies therein mentioned,) levy and raise, in lieu and stead or by way of Substitution of and for a certain annual Sum of Six hundred Pounds provided by way of Pin Money for the said Lady *Charlotte Leveson Gower* as therein mentioned, the several annual Sums therein-after respectively mentioned, or such of them as might become raiseable, free and clear from all Deductions; (that is to say,) the annual Sum of One thousand Pounds if the said Lady *Charlotte Leveson Gower* should become Countess of *Surrey*, and the annual Sum of One thousand five hundred Pounds if the said Lady *Charlotte Leveson Gower* should become Duchess of *Norfolk*; and should from Time to Time pay, apply, and dispose of such of the same annual Sums of One thousand Pounds and One thousand five hundred Pounds as for the Time being should become raiseable and applicable unto such Person or Persons only, and for such Intents and Purposes only, as the said Lady *Charlotte Leveson Gower* (notwithstanding her Coverture, and as if she were a Feme Sole and unmarried,) should from Time to Time, after each quarterly Portion of the said annual Sum of One thousand Pounds and One thousand five hundred Pounds (as the Case might be) should have become payable or applicable, and not by way of Anticipation thereof, by any Writing or Writings to be signed with her own Hand, direct or appoint; and in default of such Direction or Appointment, and in the meantime and from Time to Time until such Direction or Appointment should be made, should pay the said annual Sum of One thousand Pounds or the said annual Sum of One thousand five hundred Pounds (as the Case might happen), or such Part thereof concerning which no such Direction or Appointment should be so made, into the proper Hands of her the said Lady *Charlotte Leveson Gower*, for her own sole and separate Use and Benefit, exclusive of the said *Henry Charles Howard*, who was not to intermeddle therewith, nor was the same to be in anywise subject or liable to his Disposition, Control, Debts, or Engagements; but the Receipts in Writing of the said Lady *Charlotte Leveson Gower*, or of such her Appointee or Appointees as aforesaid, should from Time to Time be effectual Releases and Discharges for such Sums of Money as in such Receipts should be acknowledged or expressed to be received; the said several annual Sums of One thousand Pounds and One thousand five hundred Pounds, or such of them as should become raiseable, to be paid quarterly; and it was thereby declared, that the said Term of Two thousand Years thereby limited to the said *George Lord Viscount Morpeth* and *George Petre*, their Executors, Administrators, and Assigns as aforesaid, was limited to them upon Trust in case there should be any Child or Children of the Body of the said Lady *Charlotte Leveson Gower* by the said *Henry Charles Howard*, whether born in the Lifetime of him the said *Henry Charles Howard* or after his Decease, (other than and except an eldest or only Son, who for the Time being should, by virtue of or under the Limitations therein-

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before contained, be entitled to the said Hereditaments comprised in the said Term of Two thousand Years in Reversion or Remainder expectant on the Decease of the Survivor of the said *Bernard Edward Howard* and *Henry Charles Howard*, and the Determination of the said Term of Two thousand Years, and also other than and besides such Son for the Time being as, under or by virtue of any of the substitutionary Limitations contained in the said Indenture or Deed of Appointment and Release herein-before referred to, and bearing even Date with the said Indenture now in recital, should be entitled to the Manor of *Glossop* and the other Hereditaments thereby limited, settled, and assured,) then that they the said *George Viscount Morpeth* and *George Petre*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Decease of the said *Henry Charles Howard*, and the Commencement of the said Term of Two thousand Years, (or in his Lifetime if the said Term should then have commenced, and he should so direct by any Deed or Writing by him executed as therein mentioned,) but subject and without Prejudice to the said Term of Five hundred Years and the Trusts thereof, and to the Jointures thereby limited to the said *Lady Charlotte Leveson Gower*, and the Powers and Remedies thereby given for the Recovery thereof, and to the aforesaid Term of Three hundred Years and the Trusts thereof, by Mortgage, Sale, Demise, or other Disposition of all or any Part or Parts of the Hereditaments comprised in the said Term of Two thousand Years for all or any Part of the said Term, or by the Rents and Profits of the same Premises or any Part thereof respectively in the meantime, or by more than one or by all or any of the aforesaid Ways or Means, or by any such Ways or Means as the said last-mentioned Trustees or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should think proper, levy and raise for the Portion and Portions of all and every the Child and Children of the said intended Marriage, (except as therein-before excepted, and in lieu of and by way of Substitution for the Portions directed to be raised for such Child or Children in the event of there being Issue Male of the Body of the said *Charles Duke of Norfolk*,) such Sum or Sums of Money as was and were next therein-after mentioned and directed; (that is to say), in case there should be but One such Child (other than and except as aforesaid), then the full Sum of Twenty thousand Pounds for the Portion of such One Child; and if there should be Two such Children, and no more (other than and except as aforesaid), or if there should be more than Two such Children and they should afterwards be reduced to Two, then the Sum of Thirty thousand Pounds for the Portions of such Two Children; and if there should be Three such Children (other than and except as aforesaid), or if there should be more than Three such Children and they should afterwards be reduced to Three, the Sum of Forty thousand Pounds for the Portions of such Three Children; and if there should be Four or more such Children (other than and except as aforesaid), then the Sum of Forty-five thousand Pounds for the Portion of such Four or more Children; the said Sums to become a vested Interest in such Child or Children, or some or One of them, and to be paid to him, her, or them respectively after the Commencement of the said Term at such Age or Ages or Times, and, if more than One, in such Shares and
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subject to such Conditions and Limitations for the Benefit of some or One of them, as the said *Henry Charles Howard*, by Deed or Will to be executed as therein mentioned, should appoint; and in default of such Appointment to be vested in Sons at the Age of Twenty-one Years, and in Daughters at the same Age, or on Marriage, which should first happen; and Provisions of Survivorship and Accruer and for Advancement applicable to the said Portions were therein contained: And whereas the said *Henry Charles Howard* intermarried with the said *Lady Charlotte Leveson Gower* on the Twenty-seventh Day of *December* in the Year One thousand eight hundred and fourteen, and there is Issue of the said Marriage Three Sons and Two Daughters; namely, *Henry Granville Howard* the eldest Son, who was born on or about the Seventh Day of *November* One thousand eight hundred and fifteen, and *Edward George Howard*, *Mary Charlotte Howard*, *Bernard Thomas Howard*, and *Adeliza Matilda Howard*, who are Infants: And whereas the said *Charles Duke of Norfolk* died in the Month of *December* in the Year One thousand eight hundred and fifteen, without Issue Male, and upon his Decease the said *Bernard Edward Howard* became Duke of *Norfolk*, and the said *Henry Charles Howard* assumed the Title of Earl of *Surrey*, and the said *Henry Granville Howard* assumed the Title of Lord *Fitzalan*: And whereas the said *John Lord Cardor* died in or about the Month of *June* in the Year One thousand eight hundred and twenty-one, and the said *George Petre* died in or about the Month of *April* in the Year One thousand eight hundred and twenty-nine: And whereas by an Indenture bearing Date the Twelfth Day of *August* One thousand eight hundred and thirty-seven, and made between the said *Bernard Edward Duke of Norfolk* of the First Part, the said *Henry Charles Earl of Surrey*, the said *Charlotte Countess of Surrey*, and the said *Henry Granville Lord Fitzalan*, of the Second Part, and *Charles Few Gentleman*, of the Third Part, (which Indenture was acknowledged by the said *Charlotte Countess of Surrey*, and was otherwise perfected in the Manner required by Law for rendering effectual the Deeds of married Women to bind their Interests in Land, and was enrolled in the High Court of Chancery on the Fourteenth Day of *November* One thousand eight hundred and thirty-seven,) after reciting the said Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, and that the said *Henry Granville Howard Lord Fitzalan* was desirous, with the Consent of the said *Bernard Edward Duke of Norfolk*, the Protector of the said Settlement within the Intent and Meaning of the Act therein-after mentioned, and of the said *Henry Charles Earl of Surrey*, to bar the Estate in Tail Male to which he the said *Henry Granville Howard Lord Fitzalan* was entitled in the Hereditaments therein-after described and intended to be thereby granted and disposed of, and all Estates, Rights, Interests, Powers, Provisoos, and Limitations to take Effect on the Determination or in Defeasance of such Estate in Tail Male, and for that Purpose to make the Disposition thereof therein-after contained, and that the said Duke, Earl of *Surrey*, and the said *Henry Granville Lord Fitzalan* had agreed that the same Hereditaments should be limited (but subject and without Prejudice as therein-after mentioned) to the Uses, upon the Trusts, and subject to the Powers, Provisoos, Limitations, Directions, Decla-

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rations, and Agreements therein-after mentioned or referred to; and also reciting that the said *Charlotte* Countess of *Surrey* had agreed to concur in the said Indenture now in recital, so as that the Powers intended to be thereby limited should overreach the Pin Money and Jointure provided for her by the therein-before in part recited Settlement; it was witnessed, that for carrying the said Agreement into effect, and for docking, barring, and extinguishing all Estates in Tail Male and in Tail of him the said *Henry Granville* Lord *Fitzalan*, and all Estates, Rights, Interests, Powers, Provisoos, and Limitations to take Effect on the Determination or in Defeasance of such Estates in Tail Male or in Tail of and in the Castles and other Hereditaments therein-after particularly described, and thereby granted and confirmed, with the Appurtenances, and for assuring the same Premises to the Uses and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Limitations, Directions, Declarations, and Agreements therein-after declared, contained, or referred to of and concerning the same, and also for a nominal Consideration, the said *Henry Granville* Lord *Fitzalan*, with the Consent of the said Duke as such Protector of the said Settlement as aforesaid, and with the Consent of the said *Henry Charles* Earl of *Surrey*, under and by virtue and in pursuance of the Powers and Provisions in that Behalf enabling him by force of an Act of Parliament made and passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance*, did grant and confirm, and the said *Henry Charles* Earl of *Surrey* and *Charlotte* Countess of *Surrey* did grant and release, unto the said *Charles Few*, his Heirs and Assigns, all and singular the Castles, Honours, Manors or Lordships, or reputed Manors or Lordships, Hundreds, Boroughs, Capital and other Messuages, Parks, Mills, Tolls, Markets, Farms, Lands, Rents, Rent-charges, Tithes, Advowsons, Rectories, Rights of Patronage and Presentation of and to Churches, Tenements, and all other Hereditaments whatsoever, with their and every of their Rights, Members, Royalties, Franchises, and Appurtenances, which were comprised in or referred to in the said recited Indenture of Release and Settlement of the Twenty-sixth Day of *December*. One thousand eight hundred and fourteen, and thereby settled and assured as aforesaid, by whatsoever Names or Description the same respectively then were or might be known or called, and in whosoever Tenure or Occupation the same respectively then were, and every of them, and every Part thereof, (save and except out of the Indenture now in recital all such Part and Parts, if any, of the said Hereditaments comprised in the said Indenture of Settlement as had ceased to be subject to the Uses and Trusts of the same Indenture,) all which said Castles, Manors, Hundreds, Lordships, Boroughs, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, Tithes, Rents, and other Hereditaments and Premises therein-before mentioned to be comprised in or referred to in the therein-before recited Indenture of Settlement were (save and except as therein-before mentioned) the Hereditaments thereby granted and confirmed, or intended so to be, and were (including such excepted Parts as aforesaid) described or referred to in the said Indenture of Settlement in manner therein-before mentioned; and also

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all and singular other the Castles, Honours, Manors, Lordships, Hundreds, Boroughs, Rectories, Advowsons, Farms, Messuages, Lands, Tenements, Tithes, Rents, and other Hereditaments whatsoever and wheresoever, situate, lying, and being in the Counties of *Sussex*, *Surrey*, *York*, *Nottingham*, *Derby*, *Middlesex*, *Norfolk*, *City of Norwich*, and *County of Suffolk*, or any of them, or elsewhere, which by virtue of any Inclosure Act or Acts, or by Purchase, Exchange, Allotment, Substitution, or otherwise howsoever, then were at Law or in Equity subject to and holden upon the Uses, Trusts, Powers, Provisoes, Limitations, and Declarations limited, expressed, declared, and contained in and by the said Indenture of Release and Settlement of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen of and concerning the said Castles, Honours, Manors, Hundreds, Lordships, Boroughs, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, Tithes, Rents, and other Hereditaments and Premises therein actually comprised, or such and the same Uses, Trusts, Powers, Provisoes, Limitations, and Declarations as were then subsisting and capable of taking effect, to hold unto the said *Charles Few*, his Heirs and Assigns, to the Use of such Person or Persons, and for such Estate and Estates, and upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Charges, Limitations, Directions, Declarations, and Agreements, and in such Manner and Form in all respects, as the said *Bernard Edward Duke of Norfolk*, *Henry Charles Earl of Surrey*, and *Henry Granville Lord Fitzalan*, but as to all the said Hereditaments (except those in the Counties of *Sussex* and *Surrey*), with the Concurrence of the said *Charlotte Countess of Surrey* while living, at any Time or Times, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by them in the Presence of and to be attested by Two or more Witnesses, should jointly direct, limit, or appoint; and in default of such joint Direction, Limitation, or Appointment, and so far as any such joint Direction, Limitation, or Appointment should not extend, to the Use of such Person or Persons, and for such Estate and Estates, and upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Charges, Limitations, Directions, Declarations, and Agreements, and in such Manner and Form in all respects, as the said *Henry Granville Lord Fitzalan*, and the Survivor of them the said *Bernard Edward Duke of Norfolk* and *Henry Charles Earl of Surrey*, after the Death of such One of them the same Duke and Earl as should first depart this Life, (but as to all the said Hereditaments, except the said Hereditaments in the said Counties of *Sussex* and *Surrey*, with the Concurrence of the said *Charlotte Countess of Surrey* while living,) at any Time or Times, by any Deed or Instrument in Writing, sealed and delivered by the said *Henry Granville*, *Lord Fitzalan*, and such Survivor, in the Presence of and attested by Two or more Witnesses, should jointly direct, limit, or appoint; and in default of such joint Direction, Limitation, or Appointment as last-mentioned, and so far as any such Direction, Limitation, or Appointment should not extend, to the Use of such Person or Persons, for such Estate or Estates, and upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Charges, Limitations, Directions, Declarations, and Agreements, and in such Manner and Form in all respects, as the said *Henry Granville*

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Lord *Fitzalan*, after the Death of the said *Bernard Edward* Duke of *Norfolk* and *Henry Charles* Earl of *Surrey*, (but as to all the said Hereditaments, except the said Hereditaments in the said Counties of *Sussex* and *Surrey*, with the Concurrence of the said *Charlotte* Countess of *Surrey* while living,) at any Time or Times, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by the said *Henry Granville* Lord *Fitzalan* in the Presence of and attested by Two or more Witnesses, should direct, limit, or appoint; and in default of such last-mentioned Direction, Limitation, or Appointment, and so far as any such Direction, Limitation, or Appointment should not extend, to the Use and Intent that the annual Sums limited and secured to the said *Henry Charles* Earl of *Surrey* and to the said *Charlotte* Countess of *Surrey* by the therein-before in part recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, and all Estates, Interests, Remedies, and Trusts for securing the same, might be restored and confirmed; and, subject thereto, to the Use of the said *Henry Charles* Earl of *Surrey* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Henry Granville* Lord *Fitzalan* and the Heirs Male of his Body, with Remainder to the Use of such Person or Persons for such Estate or Estates, and upon and for such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Charges, Limitations, Directions, Declarations, and Agreements, and in such Manner and Form in all respects, as the said *Bernard Edward* Duke of *Norfolk* and *Henry Charles* Earl of *Surrey*, after the Decease of the said *Henry Granville* Lord *Fitzalan*, (but as to the said Hereditaments, except the said Hereditaments in the said Counties of *Sussex* and *Surrey*, with the Concurrence of the said *Charlotte* Countess of *Surrey* while living,) by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by them in the Presence of and to be attested by Two or more Witnesses, should jointly direct, limit, or appoint; and in default of such last-mentioned Direction, Limitation, or Appointment, and so far as any such Appointment should not extend, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations subsequent to the Limitations to the said *Henry Granville* Lord *Fitzalan*, and the Heirs Male of his Body, which immediately before the Execution of the said Indenture now in recital were, under and by virtue of the said therein-before in part recited Indenture of Settlement of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, subsisting or capable of taking effect of or concerning the said Hereditaments: And whereas the said *Bernard Edward* Duke of *Norfolk*, *Henry Charles* Earl of *Surrey*, and *Henry Granville* Lord *Fitzalan* propose to sell certain Portions of the Estates which, by the said Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, were charged with the Pin Money and Jointure of the said *Charlotte* Countess of *Surrey*, and with the Sum or Sums provided for Portions as aforesaid, in order to discharge Incumbrances, and for other Purposes; and they may have Occasion to make Dispositions of other Portions of the same Estates, which Objects will be greatly impeded, or will be effected on disadvantageous Terms, if the Estates proposed to be sold and dealt with as aforesaid be not discharged or rendered capable of being discharged

discharged from the Charges thereon: And whereas, by reason of the restrictive Trusts contained in the said recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, the said recited Indenture of the Twelfth Day of *August* One thousand eight hundred and thirty-seven did not and could not discharge the Hereditaments therein comprised from the annual Sums which, by the said Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, were provided for the Pin Money of the said *Charlotte Countess of Surrey* as aforesaid: And whereas the Estates in the Counties of *Nottingham* and *Derby*, and the County of the City of *Norwich*, and in the Parishes of *Fornsett Saint Peter*, *Fornsett Saint Mary*, *Moulton*, *Wacton*, *Earsham*, *Wortwell*, *Ditchingham*, *Banham*, *Harleston*, *Reddenhall*, *Starston*, *Langmere*, *Rushall*, *Aldeburgh*, *Denton*, and *Heddenham*, in the County of *Norfolk*, in the Parishes of *Bungay Saint Mary*, *Bungay Trinity*, and *Northales* in *Wrentham* in the County of *Suffolk*, in the Parish of *Loughton* in the County of *York*, the Manor of *Fornecett* otherwise *Fornsett* in the said County of *Norfolk*, and certain other Lands, Messuages, Rents, Moduses, and Hereditaments situated in the Parishes of *Sheffield*, *Ecclesfield*, *Handsworth*, *Whiston*, and *Treeton*, in the said County of *York* and in the said County of *Norfolk*, and mentioned and described in the Schedule to this Act, all of which, with other Hereditaments, are comprised in the said recited Indentures of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen and Twelfth Day of *August* One thousand eight hundred and thirty-seven, are the Estates which it is particularly desirable should be discharged from Incumbrances; and if such Estates were discharged from the said Pin Money, and from the Sum or Sums which may become raiseable for Portions in pursuance of the same Indenture, the remaining Estates charged therewith under the same Indenture would be an ample Security for the same Pin Money and Portions: And whereas under and by virtue of a certain Act passed in the Forty-second Year of the Reign of His late Majesty King *George the Third*, intituled *An Act for vesting several Messuages and Hereditaments in Sheffield in the County of York, and divers detached Parts of the Settled Estates of the Most Noble Charles Duke of Norfolk, in Trustees, upon Trust to sell, and for laying out the Monies in the Purchase of more convenient Estates, and otherwise*, and a certain other Act passed in the Forty-fifth Year of His said late Majesty, intituled *An Act for vesting several Messuages and Hereditaments in and near Sheffield in the County of York, and divers detached Parts of the Settled Estates of the Most Noble Charles Duke of Norfolk, in Trustees, upon Trust to sell; and to enable the said Charles Duke of Norfolk to enfranchise certain Copyhold and Customary Lands, Parcels of certain Manors in the Counties of Norfolk, Suffolk, and Sussex, other Parts of the said Settled Estates; and for laying out the Monies arising from such Sales and Enfranchisements in the Purchase of more convenient Estates; and for other Purposes therein mentioned*, and a certain other Act passed in the Fiftieth Year of the Reign of His said late Majesty, intituled *An Act for exchanging Parts of the Fee Simple Estates of the Most Noble Charles Duke of Norfolk, in the Counties of Surrey, Sussex, and Middlesex, for Parts of his Settled Estates in the County of York; and for vesting several Messuages and Lands, other Parts of the said Duke's*

42 G. 3. c. 41.

45 G. 3. c. 53.

50 G. 3. c. 173.

Duke's Settled Estates in the said Counties of York, Sussex, and Middlesex, and in the County of Nottingham, in Trust to sell, and for laying out the Monies in the Purchase of more convenient Estates, certain Hereditaments described in the Schedules to the said Acts respectively were sold and disposed of, and the Purchase Monies paid into the Bank of England in the Name and with the Privity of the Accountant General of the Court of Chancery, and the principal Part of such Monies have, under various Orders of the Court of Chancery made in pursuance of the said several Acts respectively, been laid out in the Purchase of other Hereditaments, but there are still remaining in the Bank of England in the Name of the said Accountant General certain Sums in Exchequer Bills and Sums of Cash, together not exceeding in Amount the Sum of Three thousand five hundred Pounds, which said Sums in Exchequer Bills and Sums in Cash are, by virtue of the Provisions of the said several Acts, and of certain Covenants contained in the said Indenture of the Twenty-sixth Day of December One thousand eight hundred and fourteen, liable, under the Directions of the Court of Chancery, upon a summary Application to the said Court, to be invested in the Purchase of Hereditaments to be settled to the Uses of the said Indenture of the Twenty-sixth of December One thousand eight hundred and fourteen: And whereas it will or may be desirable that the said Monies, instead of being invested in the Purchase of other Hereditaments, should be applied in the Discharge of Incumbrances affecting the said Settled Estates; but the Objects aforesaid cannot be fully and completely effected without the Aid and Authority of Parliament: Therefore your Majesty's most dutiful and loyal Subjects, the said Bernard Edward Duke of Norfolk, Henry Charles Earl of Surrey, on behalf of himself and the said Edward George Howard, Mary Charlotte Howard, Bernard Thomas Howard, and Adeliza Matilda Howard, his infant Children, and the said Charlotte Countess of Surrey and Henry Granville Lord Fitzalan, on behalf of themselves respectively, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all the Castles, Manors, Lordships, Advowsons, Rectories, Messuages, Tithes, Rents, Moduses, Lands, and other Hereditaments comprised in the said recited Indentures of the Twenty-sixth Day of December One thousand eight hundred and fourteen and the Twelfth Day of August One thousand eight hundred and thirty-seven, which are situate, lying, and being in the Counties of Nottingham and Derby and in the County of the City of Norwich, and in the Parishes of Forncett Saint Peter, Forncett Saint Mary, Moulton, Wacton, Earsham, Wortwell, Ditchingham, Banham, Harleston, Reddenhall, Starston, Langmere, Rushall, Aldeburgh, Denton, and Heddenham, in the County of Norfolk, in the Parishes of Bungay Saint Mary, Bungay Trinity, and Northales in Wrentham in the County of Suffolk, and in the Parish of Laughton in the County of York, the Manor of Fornecett otherwise Forncett in the said County of Norfolk, and all such other Messuages, Tithes, Rents, Moduses, Lands, and Hereditaments comprised in the same Indentures of the Twenty-sixth Day of December One thousand eight

Parts of the Settled Estates discharged from Portions:

eight hundred and fourteen and the Twelfth Day of *August* One thousand eight hundred and thirty-seven as are situate in the Parishes of *Sheffield, Ecclesfield, Handsworth, Whiston, and Treeton*, in the said County of *York* and in the said County of *Norfolk*, and are mentioned and described in the Schedule to this Act annexed, and all the Rights, Members, and Appurtenances thereof respectively, shall be and the same are hereby absolutely acquitted, freed, exonerated, and discharged from the annual Sums provided for the said *Charlotte Countess of Surrey* by the said recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen, and raiseable under the Trusts of the Term of Ninety-nine Years thereby limited as aforesaid, and from all Arrears thereof, and from the same Term of Ninety-nine Years, and from the Sum or Sums by the same Indenture provided for the Portions of Daughters and younger Sons of the said *Henry Charles Earl of Surrey* by the said *Charlotte Countess of Surrey* his Wife, and from the said Term of Two thousand Years created by the said last-mentioned Indenture for the Purpose of raising the same; and that the said Terms of Ninety-nine Years and Two thousand Years, so far as the same relate to the said last-mentioned Hereditaments, shall absolutely cease and determine.

and Terms of Years in the same Estates determined.

II. Provided always, and be it further enacted, That nothing in this Act contained shall exonerate or discharge from the annual Sums provided for Pin Money and Portions, and the Terms for raising the same as aforesaid, any Hereditaments charged therewith and affected thereby, other than such as are hereby discharged as aforesaid, but that the same Charges shall continue and be subsisting Charges on the Hereditaments not so discharged, and the Terms of Years therein, and the Trusts for raising the same Charges, shall subsist and be in full force in such and the same Manner as if this present Act had not been passed.

Discharges not to affect Estates not expressly discharged.

III. And be it further enacted, That it shall be lawful for the Court of Chancery, upon a Petition to be preferred in a summary Way by the Person or Persons who shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments comprised in the said Indenture of the Twenty-sixth of *December* One thousand eight hundred and fourteen, if such Person or Persons shall be of full Age, but if such Person or Persons shall be under the Age of Twenty-one Years, then by his or their Guardian or Guardians respectively, to order and direct that all or any Monies now remaining in Exchequer Bills or Cash in the Name of the said Accountant General which arose under the said Acts respectively, or any of them, and which are now liable under the Provisions of the same Acts respectively to be invested in the Purchase of Lands or other Hereditaments, shall, instead of being so invested, be applied in paying off and discharging, either wholly or in part, any Charges or Incumbrances whatsoever upon or affecting the Hereditaments comprised in the said Indenture of the Twenty-sixth of *December* One thousand eight hundred and fourteen, or any Part of the same.

Court of Chancery may apply Sums remaining in the Hands of Accountant General under recited Acts in discharging Incumbrances.

Court of
Chancery
may make
Orders for
taxing and
settling
Costs.

IV. And be it further enacted, That it shall be lawful for the Court of Chancery, if the said Court shall think fit, to make any Order or Orders for taxing or settling any Costs, Charges, and Expences which shall have been incurred in making any Application or Applications to the said Court in pursuance of this Act and incidental thereto, and also from Time to Time to make any Order or Orders for Payment of such Costs, Charges, and Expences as aforesaid out of the Monies hereby authorized to be applied as aforesaid.

General
Saving.

V. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except all Persons whomsoever claiming under or by virtue of the said recited Indentures of the Twenty-sixth Day of *December* One thousand eight hundred and fourteen and the Twelfth Day of *August* One thousand eight hundred and thirty-seven, but not including in such Exception the Trustees of the Term of Five hundred Years limited by the said first-mentioned Indenture if subsisting, and the Persons interested in the Trusts of the same Term,) all such Estate, Right, Title, and Interest, Claim or Demand whatsoever, as they, any or every of them, had before the passing of this Act, or could or might have held or enjoyed if this Act had not been passed.

Act as print-
ed by the
Queen's
Printers to
be Evidence.

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

The SCHEDULE to which the foregoing Act refers.

	Lessees or Tenants.	A. R. P.
COUNTY OF YORK.		
TOWNSHIP OF SHEFFIELD.		
PARISH OF SHEFFIELD.		
A Parcel of Ground and Tenements in Love Street, under Lease for a long Term of Years.	William Smith.	
A Ditto, Ditto, in Pea Crof, under Lease for Ditto, Ditto.	Ditto.	
A Ditto, Ditto, near Scotland Street Chapel, under Lease, Ditto, Ditto.	George Hobson.	
A Parcel of Ground and Premises formerly Part of Shaw Tongue.	Benjamin Ellis.	
The Site of Bower Spring, and the Ground adjoining thereto.	Samuel Scot's Representatives.	
The Premises situate in Scotland Street, used as the Debtors Gaol for the Manor of Sheffield.		
TOWNSHIP OF BRIGHTSIDE BIERLOW.		
PARISH OF SHEFFIELD.		
A Parcel of Ground and Premises situated between Pye Bank and Harvest Lane.	Luke Etherley, Thomas Holy, and others.	
A Parcel of Ground and Premises situated in Stanley Street, under Lease for a long Term of Years.	Lydia Clarke.	
A Parcel of Ground in the Wicker Lane, under Lease for a long Term of Years.	Peter Brownhill's Representatives.	
A Parcel of Ground and Tenements in Sheldon Row, under Lease for a long Term of Years.	Joseph Schofield's Executors.	
The Site of the old Cattle Market in the Wicker.		
The Site of the Weighing Machine in the Wicker, under Lease for a Term of Years.	John Wallis.	
A Parcel of Ground and Premises in Nursery Street near Lady's Bridge.	Joshua Cawton's Representatives.	
TOWNSHIP OF ATTERCLIFF.		
A Parcel of Ground in Attercliff, with the Buildings thereon, under Lease for a long Term of Years.	William Goodwin's Representatives.	
A Parcel of Ground in Attercliff, with the Buildings thereon, under Lease for a long Term of Years.	Giles Johnson's Executors.	

	Lessees or Tenants,	A.	R.	P.
TOWNSHIP OF UPPER AND NETHER HALLAM.				
PARISH OF SHEFFIELD.				
A Close of Land near Stumperlow Hall -	William Blagden's Representatives.	1	3	31
A Croft and Garden, Cottage and Premises, in Crimicar Lane.	Elijah Eyre's Representatives.	0	3	19
A Cottage at Owlerton and Two Parcels of Ground near thereto and held therewith.	William Cockhill's Representatives.	0	0	23
A House at Owlerton, with the Tenements and Premises, Yard, Garden, et cetera.	Joseph Machon - -	0	0	30
THE CHAPELRY OF BRADFIELD.				
PARISH OF ECCLESFIELD.				
A Parcel of uncultivated Land at Côte Clough.	William Battie - -	4	1	32
Three Cottages, Tenements, and Premises at Cold Well, in the Occupations of Joseph Grayson, Charles Ellison, and George Ellison.	Thomas Hawkesworth -	0	1	12
A Close of Land at Bradfield adjoining the Kirk Edge Road.	Joseph Hague - -	0	2	37
Part of a Croft at Peck Hall - -	Simon Hoyland's Representatives.	0	1	11
A Close of Land at the Hoyles, with the Woody Land adjoining thereto.	Martha Howe - -	3	0	4
Land at Mill Lee near Low Bradfield -	Joshua Spooner - -	0	3	33
A Cottage, Tenement, Garden, and Croft at Stannington, in the Occupation of Maurice.	Maurice and Foster -	0	1	20
A Grinding Wheel called the Chadburn Wheel or Rivelin Bridge Wheel, with the Tenements, Reservoirs, Goits, and Ground therewith, held under Lease; also the other Land adjoining thereto.	William Chadburn's Representatives.	1	3	33
The Grinding Wheels called the Spooner Wheels or Nether Holme Wheels, with the Tenements, Reservoirs, Goits, and Appurtenances, under Lease.	Thomas Blake and Thomas Blake and Company.	1	3	10
Sundry Parcels of Land adjoining Ditto -	Thomas Blake - -	1	0	11
A Close of Land called the Holme, near to the Nether Holme Wheels.	William Stead - -	1	0	38
Another Ditto Ditto - - - -	Ditto - - - -	1	1	8
A Parcel of uncultivated Land called Roscoe Bank.	Samuel Twigg - -	4	1	28
The Head and Fall of Water to a certain Wheel called Stacey Wheel, under Lease.	Robert Brightmore.			

All the Tithes, Chief and Fee Farm Rents, and Moduses arising in the Manors and Parishes following; that is to say,

The Manors of Sheffield, Brightside Bierlow, Attercliffe, Nether Hallam and Upper Hallam, in the Parish of Sheffield.

The Manors of Ecclesfield, Cowley, Bradfield, Westnall, and Waldershelf, in the Parish of Ecclesfield.

The Manor of Handsworth in the Parish of Handsworth.

The Manor of Whiston in the Parish of Whiston.

The Manor of Treeton in the Parish of Treeton.

	Lessees or Tenants.	A.	R.	P.
Eight Pieces of Land at Redmires in the Township of Upper Hallam in the Parish of Sheffield, late Part of the Common.	The Sheffield Waterworks Company.	136	0	4
A Piece of Land and Waterworks, with other Hereditaments, situate at or near White House Lane in the said Parish of Sheffield.	Ditto - - -	0	3	14

A Piece of Ground situate in a Place near Sheffield called the Castle Orchards, containing One thousand six hundred and three Superficial Square Yards or thereabouts, and now under Lease to John Woolhouse for the unexpired Residue of a Term of Ninety-nine Years from Michaelmas One thousand seven hundred and eighty-four, with all Erections and Buildings thereon.

A Piece of Land situate in the Township and Parish of Sheffield aforesaid near the Basin of the Sheffield Canal, containing Two thousand six hundred and fifty-two Superficial Square Yards, and now under Lease to Hugh Parker for the unexpired Residue of a Term of Ninety-nine Years from Michaelmas One thousand eight hundred and twenty, with all Erections and Buildings thereon.

Another Piece of Land, also situate in the same Township and Parish of Sheffield, on the South Side of the said Canal Company's Wharf, containing Five hundred and eighteen Superficial Square Yards, also under Lease to the same Hugh Parker for the unexpired Residue of the same Term of Ninety-nine Years from Michaelmas One thousand eight hundred and twenty, with all Erections and Buildings thereon.

Two other Pieces of Land, also situate in the said Parish of Sheffield, containing together One thousand eight hundred and ten Square Yards, under Lease or an Agreement for a Lease to the Sheffield Canal Company for the Residue of a Term of Ninety-nine Years from Michaelmas One thousand eight hundred and thirty.

Another Piece of Land situate in the said Parish of Sheffield on the North-west Side of the said Sheffield Canal, containing Three thousand eight hundred and eighty Square Yards.

The Honor and Manor of Fornecett otherwise Forncett in the County of Norfolk.

And all Pension Rents payable to the said Duke of Norfolk in the Counties of Norfolk and Suffolk, or either of them.

[Private.]

A. R. P.

PARISH AND TOWNSHIP OF TREETON IN THE COUNTY OF YORK.

Sundry Parcels of Land agreed to be sold to the North Midland Railway Company, being Parts of certain Closes of Land in the several Occupations of Robert Taylor and others, distinguished by the several Names of Carr Meadow, Carr Meadow, North Wells or Cow Moor Close, Cow Moor Close, Cow Moor Close, Catcliffe Close, Lane Croft, Sewer Butts, Far Field, Sewer Butts, Sewer Butts, Lower Ridding Lands, Ridding Lands, Part of Ridding Meadow, Ridding Meadow, and Ridding Meadow

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Mich. Ellison.

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