



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 7.

An Act for granting Powers of Leasing, Sale, and Exchange, and other Powers, for the Management of Freehold, Copyhold, and Leasehold Estates devised by or which now stand limited to the Uses of the Will of the Right Honourable *George Obrien* Earl of *Egremont* deceased.

[10th July 1854.]

WHEREAS the said *George Obrien* Earl of *Egremont*, named in the Title to this Act, by his last Will and Testament, dated on or about the Tenth Day of *September* One thousand eight hundred and thirty-four, duly executed and attested for the Devise of Real Estate, (and, with Two Codicils thereto hereinafter noticed, proved and deposited in the Prerogative Court of *Canterbury* on the Twenty-fourth Day of *January* One thousand eight hundred and thirty-eight, and proved in the Prerogative Court of *Armagh* in *Ireland* on the Twenty-first Day of *June* in that Year,) after devising Freehold and Customary and Copyhold (if any) Messuages, Lands, Tithes, Tenements, and Hereditaments in the Counties of *Wilts*, *Somerset*, *Devon*, *Dorset*, and *Cornwall*, immaterial to be herein further noticed, devised his Freehold and Customary and Copyhold Hereditaments and Premises in the County of *Cumberland* unto and to the Use of his Second natural Son *Henry*

Will of
George
Obrien, Earl
of Egremont dated
10th Sept,
1834.

[Private.]

d d

Wyndham

Wyndham's Estate Act, 1854.

Wyndham Ilive (usually called *Henry Wyndham*) for Life, with a Limitation to the Honourable *Algernon Herbert* and *Richard Hasler* the younger, of *Kirdford* in the County of *Sussex*, Esquire, and their Heirs, during the Life of the said *Henry Wyndham Ilive* (now *Henry Wyndham*), as Trustees, to preserve contingent Remainders; and after the Decease of the said *Henry Wyndham Ilive*, and subject to his Life Estate therein as aforesaid, devised all his said Freehold and Customary and Copyhold Hereditaments in the said County of *Cumberland*, and from and immediately after his own Decease devised all his Freehold Baronies, Castles, Manors, Lordships, Messuages, Buildings, Farms, Lands, Rents, Tolls, Rectories, Advowsons, Tithes, Hereditaments, and Premises in the County of *York* and in the County of the City of *York*, and all his Freehold Honor, Manors, Lordships, Capital Mansion House, Messuages, Buildings, Farms, Lands, Rectories, Advowsons, Tithes, Tolls, Rents, Hereditaments, and Premises whatsoever, and all his Customary and Copyhold Lands, Tenements, and Hereditaments (if any) in the County of *Sussex* and in the County of *Surrey* and in the County of *Southampton* respectively, with their Rights, Royalties, Members, and Appurtenances, and also the River *Rother* Navigation, situate in the said Counties of *Sussex* and *Southampton* or either of them, and also all his Freehold Baronies, Manors, Lordships, Castles, Abbies, Towns, Islands, Messuages, Buildings, Farms, Lands, Fisheries, Rectories, Advowsons, Tithes, chief and other Rents, Customs, Duties, Tenements, and Hereditaments in the Kingdom of *Ireland*, and also all other his Freehold and Copyhold and Customary Manors, Lordships, Messuages, Buildings, Farms, Lands, Rectories, Advowsons, Tithes, Hereditaments, and Premises whatsoever, and wheresoever situate, and whereof or whereto he or any other Person or Persons in trust for him was or were seized or entitled in possession, reversion, remainder, or expectancy, and all Hereditaments and Premises for the Purchase whereof he was or should be under any Contract or Engagement at the Time of his Decease, but whereof the Purchase or Conveyance should not be then completed, (except the aforesaid Hereditaments and Premises situate in the Counties of *Somerset*, *Wilts*, *Devon*, *Dorset*, and *Cornwall*, and which or any Part whereof he intended not to pass by the now-reciting Devise, and except Hereditaments held or holden in trust for any other Person or Persons, and which also he intended not to pass by the now-reciting Devise,) to the Uses in his said Will expressed, conferring the legal and beneficial Ownership herein-after stated upon the several Persons herein-after named, mentioned, or referred to; that is to say, the Testator's eldest natural Son *George Wyndham Ilive* (now called *George Wyndham*) for his Life, without Impeachment of Waste; Remainder to the said Trustees during the Life of the same *George Wyndham*, to preserve contingent Remainders; Remainder to *George William Wyndham Ilive*, eldest Son of the same *George Wyndham* (but

Wyndham's Estate Act, 1854.

(but now dead), for his Life; Remainder to the said Trustees during the Life of the said *George William Wyndham Ilive*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *George William Wyndham Ilive* successively, according to Seniority in Tail Male (he died a Bachelor as herein-after stated); Remainder to *Henry Wyndham Ilive* (another Son of the said *George Wyndham Ilive*, now called *George Wyndham*, and now living,) for his Life, without Impeachment of Waste; Remainder to the said Trustees during the Life of the said lastly-named *Henry Wyndham Ilive* to preserve contingent Remainders; Remainder to the First and every other Son of the said lastly-named *Henry Wyndham Ilive* successively according to Seniority in Tail Male; Remainder to the Third, Fourth, and every other Son of the said *George Wyndham Ilive*, now *George Wyndham*, the herein-before named Tenant for Life, successively, according to Seniority in Tail Male; Remainder to the herein-before mentioned *Henry Wyndham Ilive* (now called *Henry Wyndham*), the Testator's Second natural Son, for his Life, without Impeachment of Waste; Remainder to the said Trustees during the Life of the last-mentioned *Henry Wyndham Ilive*, to preserve contingent Remainders; Remainder to the First and every other Son of the said last-mentioned *Henry Wyndham Ilive* successively according to Seniority in Tail Male; Remainder to *Charles Wyndham Ilive* (now called *Charles Wyndham*), the Testator's Third natural Son, for his Life; Remainder to the said Trustees during the Life of the last-mentioned *Charles Wyndham Ilive*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Charles Wyndham Ilive* successively according to Seniority in Tail Male; and all the Testator's Estates and Hereditaments in *Cumberland*, the County of *York*, the County of the City of *York*, the Counties of *Sussex*, *Surrey*, and *Southampton*, and all other his Freehold and Copyhold and Customary Hereditaments and Premises whatsoever and wheresoever, (except the said Hereditaments and Premises in the said Counties of *Wilts*, *Somerset*, *Devon*, *Dorset*, and *Cornwall*, and except his said Estates, Hereditaments, and Premises in the said Kingdom of *Ireland*, and except the Premises holden by him in trust as aforesaid,) after Determination of the precedent Uses and Estates, to *Percy Burrell* (the eldest Son of the Testator's natural Daughter, Dame *Frances Burrell*, the Wife of Sir *Charles Merrik Burrell*), for his Life; Remainder to the said Trustees during the Life of the said *Percy Burrell*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Percy Burrell* successively according to Seniority in Tail Male; Remainder to *Walter Wyndham Burrell* (the Second Son of the said *Frances Burrell*) for his Life; Remainder to the said Trustees during the Life of the said *Walter Wyndham Burrell*, to preserve contingent Remainders; Remainder to the First and every other Son of the said

Walter

Wyndham's Estate Act, 1854.

Walter Wyndham Burrell successively according to Seniority in Tail Male; Remainder to the Third and every other Son of the said Dame *Frances Burrell* successively according to Seniority in Tail Male; Remainder to *John Henry Wyndham King* (the eldest Son of the Testator's natural Daughter *Charlotte King*, the Wife of *John James King* Esquire,) for his Life; Remainder to the said Trustees during the Life of the said *John Henry Wyndham King*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *John Henry Wyndham King* successively according to Seniority in Tail Male; Remainder to *John King* (Second Son of the said *Charlotte King*, but now dead,) for his Life; Remainder to the said Trustees during the Life of the said *John King*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *John King* successively according to Seniority in Tail Male (he died a Bachelor as herein-after stated); Remainder to the Third and every other Son of the said *Charlotte King* successively according to Seniority in Tail Male; Remainder to *William George* now Earl of *Munster* (in the said Will called *William George* Viscount *Fitzclarence*, eldest Son of the Testator's natural Daughter *Mary* Countess of *Munster*, Wife of *George* then Earl of *Munster*, now dead,) for his Life; Remainder to the said Trustees during the Life of the said *William George* now Earl of *Munster*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *William George* now Earl of *Munster* successively according to Seniority in Tail Male; Remainder to *Frederick Charles George Fitzclarence*, Second Son of the said *Mary* Countess of *Munster*, for his Life; Remainder to the said Trustees during the Life of the said *Frederick Charles George Fitzclarence*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Frederick Charles George Fitzclarence* successively according to Seniority in Tail Male; Remainder to the Third and every other Son of the said *Mary* Countess of *Munster* successively according to Seniority in Tail Male; Remainder to the Testator's own right Heirs for ever; and all the said Hereditaments in *Ireland* after Determination of the precedent Uses and Estates therein before thereof limited, to the said *George* then Earl of *Munster* (since dead), for his Life; Remainder to the said Trustees during the Life of the said *George* then Earl of *Munster*, to preserve contingent Remainders; Remainder to the said *William George* now Earl of *Munster*, then Viscount *Fitzclarence*, for his Life; Remainder to the said Trustees during the Life of the said *William George* now Earl of *Munster*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *William George* now Earl of *Munster* successively according to Seniority in Tail Male; Remainder to the said *Frederick Charles George Fitzclarence* for his Life; Remainder to the said Trustees during the Life of the said *Frederick Charles*

Wyndham's Estate Act, 1854.

Charles George Fitzclarencè, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Frederick Charles George Fitzclarencè* successively according to Seniority in Tail Male; Remainder to the Third and every other Son of the said *Mary* then Countess of *Munster* successively according to Seniority in Tail Male; Remainder to the said *Percy Burrell* for his Life; Remainder to the said Trustees during the Life of the said *Percy Burrell*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Percy Burrell* successively according to Seniority in Tail Male; Remainder to the said *Walter Wyndham Burrell* for his Life; Remainder to the said Trustees during the Life of the said *Walter Wyndham Burrell*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Walter Wyndham Burrell* successively according to Seniority in Tail Male; Remainder to the Third and every other Son of the said Dame *Frances Burrell* successively according to Seniority in Tail Male; Remainder to the said *John Henry Wyndham King* for his Life; Remainder to the said Trustees during the Life of the said *John Henry Wyndham King*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *John Henry Wyndham King* successively according to Seniority in Tail Male; Remainder to the said *John King* (now deceased) for his Life; Remainder to the said Trustees during the Life of the said *John King*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *John King* successively according to Seniority in Tail Male (he died a Bachelor as hereafter stated); Remainder to the Third and every other Son of the said *Charlotte King* successively according to Seniority in Tail Male; with the ultimate Limitation to the Testator's own right Heirs for ever: And whereas there were in the Will of the said *George Obrien* late Earl of *Egremont* the following Powers; that is to say, Power for the successive Tenants for Life, when in possession, to cut Timber for Repairs or Buildings, or decaying or unimproving Trees, and grub Hedgerows for Improvement of Fields, and improving the Growth of Timber; Powers for the successive Tenants for Life herein-before named, when in possession, to jointure, to charge Portions for younger Children, to grant Leases of devised Lands in *Ireland* for Thirty-one Years, and other devised Lands for Twenty-one Years in possession at best or improved Rents, without Fine: And whereas by the same Will the said Testator, after reciting that he was possessed of divers Leasehold Messuages, Lands, Tenements, and Premises situate in the said Counties of *York, Cumberland, Sussex, Surrey, and Southampton*, or some or One of them, and also of several Leasehold Messuages then converted into One Dwelling House; and other Premises then in his own Occupation, situate in or near *Grosvenor Place* in the Parish of *Saint George, Hanover Square*, in the County of *Middlesex*, which

[Private.]

e e

he

Wyndham's Estate Act, 1854.

he was desirous of settling as far as the Law would permit on the same Persons and to the same Uses whereon and whereto his Freehold Estates, Hereditaments, and Premises in the said Counties of *York, Cumberland, Sussex, Surrey, and Southampton* were respectively therein-before devised and limited, gave, devised, and bequeathed all his said Leasehold Messuages, Lands, Tenements, and Premises situate in the said Counties of *York, Cumberland, Sussex, Surrey, and Southampton* and *Middlesex*, or any or either of them, and holden by or belonging to him for any Term or Number of Years either absolutely or determinately on any Life or Lives, and all his Estate and Interest therein, and all his Right or Preference of Renewal of such Leases respectively, unto Sir *Charles Merrik Burrell* Baronet and *William Tyler* (since dead), and their Executors, Administrators, and Assigns, for and during all his the said Testator's Term, Estate, and Interest therein respectively, in trust to permit and suffer the Rents, Issues, and Profits of all the said Leasehold Premises to be from Time to Time respectively had, received, and taken by the Person and Persons who should under the Limitations of his Will be and become from Time to Time entitled to receive and take the Rents, Issues, and Profits of his said Freehold Estates, Hereditaments, and Premises respectively in the said Counties of *York, Cumberland, Sussex, Surrey, and Southampton* respectively, and subject to the same Uses, Limitations, and Conditions as were thereof respectively therein-before created as nearly as the Rules of Law or Equity would permit, but so that as to his the said Testator's said Leasehold Premises in or near *Grosvenor Place* aforesaid the Rents, Issues, and Profits thereof should be had, received, and taken by the Person or Persons from Time to Time, under the Limitations therein-before contained, entitled to receive the Rents, Issues, and Profits of his the said Testator's said Freehold Estates, Hereditaments, and Premises in the said Counties of *York, Sussex, Surrey, and Southampton* for the Time being, with the like Powers and Authorities for granting Leases of his said Leasehold Premises, and also for cutting Timber on and from the said Leasehold Premises as to such Parts thereof on and to which the Lessee was entitled to the Timber, for the Benefit of the Persons thereunder successively entitled to the Rents, Issues, and Profits of the said Leasehold Premises, and under the like Terms and Restrictions as were therein-before contained and given to the Tenants for Life successively of his said Freehold Lands and Premises: And whereas the said *George Obrien* late Earl of *Egremont*, by a Codicil to his said Will, dated on or about the Twentieth Day of *September* One thousand eight hundred and thirty-four, made various Bequests of his Household Furniture and other personal Effects immaterial to be herein further noticed: And whereas the said *George Obrien* Earl of *Egremont*, by a Second Codicil to his said Will, dated on or about the Seventh Day of *November* One thousand eight hundred and thirty-seven,

First Codicil
to the Will
of George
Obrien Earl
of Egremont,
dated
20th Sept.
1834.

Second
Codicil,
dated 7th
Nov. 1837.

Wyndham's Estate Act, 1854.

seven, and duly executed for the Devise of Real Estate, gave his Freehold and Leasehold Hereditaments in the Parish of *Wisborough Green* in the County of *Sussex*, called *Burchetts*, to his Son, the said *Henry Wyndham Ilive*, to hold the Copyhold Part of the said Estate called *Beetles* otherwise *Beedles* to him the said *Henry Wyndham Ilive*, his Heirs and Assigns, for ever, and to hold the Freehold and Leasehold Parts of the said Estate to the said *Henry Wyndham Ilive* for his Life, and after his Decease then to the same Person or Persons and for the same Estates and Uses as were mentioned, expressed, and declared in and by his said Will of and concerning his Estates in *Cumberland* thereby given to the said *Henry Wyndham Ilive*, and gave the Manor Lands and Hereditaments at *Rogate* in the said County of *Sussex*, called "the *Rogate* Estate," to his Third natural Son, the said *Charles Wyndham Ilive*, for his Life, without Impeachment of Waste, and after his Decease gave the same Hereditaments to *George Hugh Wyndham*, Son of the said *Charles Wyndham*, for Life, with Remainder to the Heirs of his Body in Tail Male, and in default of Issue Male then to the same Person and Persons and to the same Estates and Uses as were mentioned, expressed, and declared in and by the said Will of and concerning the said Testator's Estates in the County of *Sussex*; and he gave and devised all and singular other the Manors, Messuages, Lands, Tenements, Tithes, and Hereditaments, with the Appurtenances, purchased and taken, or agreed to be purchased and taken, or which he had, since the Date of his said Will, become in anywise seized or possessed of or entitled to, either at Law or in Equity, (according to their respective Natures and Tenures,) to the same Persons respectively, and subject to the same Terms of Years and Trusts respectively, and for the same Estates and Interests respectively, and under and subject to the same Limitations, Powers, and Provisoos, Charges and Payments, as his Freehold and Copyhold Estates, Hereditaments, and Premises, according to their respective Natures and Tenures, situate in the said Counties of *Sussex*, *Cumberland*, and *York* respectively, were given and devised and made subject to by his said Will, or as near thereto, as were then capable of taking effect; and he did thereby ratify and confirm his said Will in every respect: And whereas the said *George Wyndham Ilive*, *Henry Wyndham Ilive*, and *Charles Wyndham Ilive*, the natural Sons of the said Testator named in his said Will, did, by Her Majesty's Licence under Her Royal Sign Manual, dated on or about the Twenty-first Day of *January* One thousand eight hundred and thirty-nine, assume for themselves and their Issue and now bear the Surname of *Wyndham* only: And whereas the same *George Wyndham* in the Month of *April* One thousand eight hundred and fifteen intermarried with *Mary Blunt* Spinster, his now Wife, and hath had Issue by her the said *George William Wyndham* and *Henry Wyndham*, respectively named in the Will of the said *George Obrien* Earl of *Egremont*, and *Percy Scawen Wyndham*,

Wyndham's Estate Act, 1854.

Wyndham, and no other Son: And whereas the said *George William Wyndham*, the Son of the said *George Wyndham*, and named in the said Will, died in the Lifetime of the said Testator a Bachelor: And whereas the said *Henry Wyndham*, the eldest surviving Son of the said *George Wyndham*, and named in the said Will, is a Bachelor, and the said *Percy Scawen Wyndham* is also a Bachelor and an Infant under the Age of Twenty-one Years: And whereas the said *Henry Wyndham*, the Second Son of the said *George Obrien Earl of Egremont*, and named in his said Will, never hath had any Issue: And whereas the said *Charles Wyndham*, the Third Son of the said Testator, and named in his said Will, in the Year One thousand eight hundred and thirty-five intermarried with the Honourable *Elizabeth Ann Scott*, and there has been Issue of the said Marriage *George Hugh Wyndham*, *Francis Merrick Wyndham*, *Thomas Joceline Wyndham*, and *Charles John Wyndham*, and no other Son: And whereas the said *George Hugh Wyndham*, *Francis Merrick Wyndham*, *Thomas Joceline Wyndham*, and *Charles John Wyndham* are Infants under the Age of Twenty-one Years: And whereas the said Dame *Frances Burrell*, by the said *George Obrien Earl of Egremont* in his Will described as his natural Daughter, intermarried with the said Sir *Charles Merrick Burrell* in the Month of *July* One thousand eight hundred and eight, and there has been Issue of the said Marriage the said *Percy Burrell* and the said *Walter Wyndham Burrell*, respectively named in the said Will, and no Third or younger Son: And whereas the said *Percy Burrell* is living and a Bachelor: And whereas the said *Walter Wyndham Burrell* intermarried with *Dorothea Jones* in the Year One thousand eight hundred and forty-seven, and there has been Issue of the said Marriage *Charles Raymond Burrell* and *Percy Burrell*, and no other Son: And whereas the said *Charles Raymond Burrell* is an Infant under the Age of Twenty-one Years: And whereas the said last-named *Percy Burrell* died a Bachelor: And whereas the said *Charlotte King*, in the same Will described as the Testator's natural Daughter, intermarried with the said *John James King* in the Month of *July* One thousand eight hundred and twenty-three, and there has been Issue of the said Marriage the said *John Henry Wyndham King* and *John King*, respectively named in the said Will, and no other Son: And whereas the said *John Henry Wyndham King* intermarried with *Emily Mary Dawson* in the Month of *December* One thousand eight hundred and fifty-two, but has never had any Issue: And whereas the said *John King* died on the Fifteenth Day of *March* One thousand eight hundred and thirty-nine a Bachelor: And whereas the said *Mary Countess of Munster*, in the said Will described as the said Testator's natural Daughter, intermarried with the Right Honourable *George Earl of Munster* on the Eighteenth Day of *October* One thousand eight hundred and nineteen, and there was Issue Male of the said Marriage the said *William George Fitz-clarence*,

Wyndham's Estate Act, 1854.

clarence, now *William George* Earl of *Munster*, and the said *Frederick Charles George Fitzclarence*, respectively named in the said Will, and *George Fitzclarence* and *Edward Fitzclarence*, and no other Son: And whereas the said *William George* Earl of *Munster* and the said *Frederick Charles George Fitzclarence*, *George Fitzclarence*, and *Edward Fitzclarence* are living, and all are Bachelors, and the said *George Fitzclarence* and *Edward Fitzclarence* are Infants under the Age of Twenty-one Years: And whereas the said *George* Earl of *Munster* died on the Twentieth Day of *March* One thousand eight hundred and forty-two, having made his Will, dated on or about the Twelfth Day of *August* One thousand eight hundred and thirty-seven, and having by a Codicil thereto, dated on or about the Thirteenth Day of *December* One thousand eight hundred and thirty-seven, appointed his Wife the said *Mary* Countess of *Munster*, the Right Honourable *Philip Charles Sidney* Lord *Delisle and Dudley* (both since deceased), Major General *Henry Wyndham* (being the herein-before named *Henry Wyndham*, the natural Son of the said *George Obrien* Earl of *Egremont*), and *John Campbell Cameron*, to be the Guardians of such of his Children as should not have attained Twenty-one Years at the Time of his Decease: And whereas the said *Mary* Countess of *Munster* died on the Third Day of *December* One thousand eight hundred and forty-two: And whereas the said *Philip Charles Sidney* Lord *Delisle and Dudley* died on the Fourth Day of *March* One thousand eight hundred and fifty-one: And whereas by means of the Limitations contained in the said Will of the said *George Obrien* Earl of *Egremont*, and in consequence of the Death of the said *George William Wyndham*, all the said Testator's said Estates in the said Counties of *York, Sussex, Surrey, and Southampton*, and in *Ireland*, so now stand settled as that the said *George Wyndham* is the Tenant for Life in possession of all such Estates, and the said *Henry Wyndham*, his Son, is Tenant for Life in remainder of the same Estates expectant on the Determination of the Life Estate of the said *George Wyndham*; and inasmuch as the said *Henry Wyndham* is a Bachelor, and accordingly without Male Issue, the said *Percy Scawen Wyndham*, the only other Son of the said *George Wyndham*, is the First Tenant in Tail in Remainder of the same Estates expectant on the Determination of the Life Estates of the said *George Wyndham* and *Henry Wyndham*, and subject to or in default of Issue Male of the said *Henry Wyndham*: And whereas, inasmuch as the ultimate Limitations in the said Will of the said *George Obrien* Earl of *Egremont* of his said several Estates in *England* and *Ireland* were inoperative, the Estates and Hereditaments so respectively devised ultimately to the said Testator's right Heirs descended in Fee Simple to the Testator's Heir-at-Law, subject to the several precedent Limitations concerning the same in the said Will, or in the said Will and Second Codicil of the said *George Obrien* Earl of *Egremont*: And whereas *George*

[Private.] *f f* *Wyndham,*

Wyndham's Estate Act, 1854.

Will of
George Earl
of Egremont,
dated
30th Sept.
1842.

Wyndham, who, upon the Decease of the said *George Obrien* Earl of *Egremont*, became the Right Honourable *George* Earl of *Egremont*, was the Heir-at-Law of the said *George Obrien* Earl of *Egremont* as being the eldest or only Son of *William Frederick Wyndham*, the then deceased youngest Brother of the said *George Obrien* Earl of *Egremont*, each of *Percy Charles Wyndham* and *Charles William Wyndham*, the only other Brothers of the said *George Obrien* Earl of *Egremont*, being then dead without Issue: And whereas the said *George* Earl of *Egremont* by his last Will and Testament, dated on or about the Thirtieth Day of *September* One thousand eight hundred and forty-two, after various Legacies, devised and bequeathed unto *John Walter Roberts* (since deceased), *William Cookesley Thompson* (therein called *William Thompson*), *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs, Executors, Administrators, and Assigns, all his Real Estate and Leasehold Estate whatsoever, whether in the Counties of *Devon*, *Somerset*, *Wilts*, and *Surrey*, or elsewhere, and the Residue of his Personal Estate upon trust to complete or rescind any Contracts made by him for Sale, Purchase, or Exchange of any Estates and realize his Personal Estate, and to sell as therein mentioned his Estates in the Counties of *Wilts* and *Surrey*, and certain Portions of his Estates in the Counties of *Devon* and *Somerset*, with Power to mortgage his Estates not directed to be sold, and cut Timber, to raise sufficient, with the Produce of his Estates to be sold and Personalty, to pay his Funeral and Testamentary Expenses, Debts, and Legacies, and subject to the Trusts for Renewal of his Leasehold Estates, and for effecting Insurances and keeping down Interest of Charges and Payment of an Annuity of Four hundred Pounds to *Caroline Fanny Voules* for her Life, to pay the Residue of the Rents and Profits of the Testator's said Estates not directed to be sold to his Wife *Jane* Countess of *Egremont* for her separate Use, free from Anticipation, and after the Decease of his said Wife, and until by the Accumulations therein-after mentioned or otherwise there would have been formed a sufficient Fund to pay off and discharge as well the Principal Moneys which at his Death should be a Charge on or affecting his Freehold, Copyhold or Customary, and Leasehold Hereditaments therein-before devised and bequeathed respectively, and should not be paid off by the Means in that Behalf therein-before mentioned as the additional Principal Monies which should, on execution of the Trusts, Directions, or Powers of his said Will, be charged thereon respectively, together with all Interest, Costs, Charges, and Expenses in respect thereof respectively, inclusively of the Costs, Charges, and Expenses of the Reconveyance of the respective mortgaged Premises, or so much of the said Principal Moneys, Interests, Costs, Charges, and Expenses as should not have been previously satisfied under the Provision therein-after for that Purpose contained or otherwise; and also to defray the Costs, Charges, and Expenses

Wyndham's Estate Act, 1854.

Expenses of the Settlements therein-after directed, or (which should first happen) until the Expiration of the Term of Twenty Years computed from the Day of the Death inclusively of the Survivor of his said Wife, and of such of the several Persons therein-after made or directed to be made Tenants for Life respectively of the said Freehold Hereditaments therein-before devised and not directed to be sold as should be living at his Decease, his said Trustees should, but subject and without Prejudice to the Trusts therein-before declared thereof, anterior to the Trusts for the Benefit of his said Wife, and, subject as respected his Mansion Houses at *Silverton Park* and *Orchard Wyndham* respectively in the respective Counties of *Devon* and *Somerset*, with their respective Offices, Outbuildings, Yards, Gardens, Orchards, Lawns, Plantations, and Pleasure Grounds, to the Directions therein-after contained concerning the same, receive the Rents, Issues, and Profits of the said Freehold, Copyhold, Customary, and Leasehold Hereditaments therein-before devised and bequeathed respectively and not directed to be sold, and lay out and invest the same in the Parliamentary Stocks or upon Government or Real Securities in *England* or *Wales*, and accumulate the same at Compound Interest; and at the Expiration of the Period therein-before appointed for such Accumulation the said Testator directed his said Trustees to convert into Money the said accumulated or other Fund, and to apply the same in or towards Satisfaction of the Principal Moneys, Interest, Cost, Charges, and Expenses aforesaid, with Power for the said Trustees at any Time or Times during the Period of Accumulation aforesaid to apply all or any of the said accumulated Fund in or towards the Satisfaction of any such Charge or Mortgage, and at the End of the Period of Accumulation aforesaid to convey and settle the Freehold Manors, Hereditaments, and Premises therein-before devised, and being Freehold of Inheritance and not therein-before directed to be sold, but without Prejudice to the Incumbrances affecting the same, if there should be any such remaining unsatisfied, subject as to a Portion of the said Hereditaments to securing as therein mentioned a yearly Rent of Four hundred Pounds to the said *Caroline Fanny Voules* for her Life in lieu of the said former Annuity, to the Uses conferring the several Estates herein-after stated to the several Persons herein-after mentioned or referred to; that is to say, to *William Wyndham* of *Dinton* in the County of *Wilts*, in the said Will and herein-after designated as *William Wyndham* the Son (and who was the eldest Son of *William Wyndham*, of the same Place, deceased, whom the said Testator in his said Will designated as *William Wyndham* the Father,) for his Life; Remainder to Trustees during the Life of the said *William Wyndham* the Son, to preserve contingent Remainders; Remainder to *William Wyndham* (eldest Son of the said *William Wyndham* the Son), in the said Will and herein-after designated as *William Wyndham* the Grandson, for his Life; Remainder to

Wyndham's Estate Act, 1854.

to Trustees during the Life of the said *William Wyndham* the Grandson, to preserve contingent Remainders; Remainder to the First and every other Son of the said *William Wyndham* the Grandson born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *William Wyndham* the Grandson successively according to Seniority in Tail Male, every elder of the Sons of the said *William Wyndham* the Grandson and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *William Wyndham* the Grandson not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Edmund Wyndham* (Second Son of the said *William Wyndham* the Son) for his Life; Remainder to Trustees during the Life of the said *Edmund Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Edmund Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Edmund Wyndham* successively according to Seniority in Tail Male, every elder of the Sons of the said *Edmund Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Edmund Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Arthur Wyndham* (Third Son of the said *William Wyndham* the Son) for his Life; Remainder to Trustees during the Life of the said *Arthur Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Arthur Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Arthur Wyndham* successively according to Seniority in Tail Male, every elder of the Sons of the said *Arthur Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Arthur Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority

Wyndham's Estate Act, 1854.

Seniority in Tail Male; Remainder to *Wadham Wyndham* (Fourth Son of the said *William Wyndham* the Son) for his Life; Remainder to Trustees during the Life of the said *Wadham Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Wadham Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Wadham Wyndham* successively according to Seniority in Tail Male, every elder of the Sons of the said *Wadham Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Wadham Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Hugh Wyndham* (Fifth Son of the said *William Wyndham* the Son) for his Life; Remainder to Trustees during the Life of the said *Hugh Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Hugh Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Hugh Wyndham* successively according to Seniority in Tail Male, every elder of the Sons of the said *Hugh Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Hugh Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to the Son and Sons of the said *William Wyndham* the Son to be thereafter born during the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *William Wyndham* the Son successively according to Seniority in Tail Male, every elder of the Sons of the said *William Wyndham* the Son and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *William Wyndham* the Son not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Alexander Wadham Wyndham* (Second Son of the said *William Wyndham* the Father) for his Life; Remainder to Trustees

[*Private.*]

g g

during

Wyndham's Estate Act, 1854.

during the Life of the said *Alexander Wadham Wyndham*, to preserve contingent Remainders; Remainder to *William Trevelyan Wyndham* (eldest Son of the said *Alexander Wadham Wyndham*) for his Life; Remainder to Trustees during the Life of the said *William Trevelyan Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *William Trevelyan Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *William Trevelyan Wyndham* successively, according to Seniority in Tail Male, every elder of the Sons of the said *William Trevelyan Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *William Trevelyan Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Alfred Wyndham* (Second Son of the said *Alexander Wadham Wyndham*) for his Life; Remainder to Trustees during the Life of the said *Alfred Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Alfred Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Alfred Wyndham* successively according to Seniority in Tail Male, every elder of the Sons of the said *Alfred Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Alfred Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Spencer Wyndham* (Third Son of the said *Alexander Wadham Wyndham*) for his Life; Remainder to Trustees during the Life of the said *Spencer Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Spencer Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Spencer Wyndham* successively according to Seniority in Tail Male, every elder of the Sons of the said *Spencer Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and

Wyndham's Estate Act, 1854.

and Sons of the said *Spencer Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to the Son and Sons of the said *Alexander Wadham Wyndham* to be thereafter born during the Testator's Lifetime or in due Time after his Decease successively according to Seniority, for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Alexander Wadham Wyndham* successively according to Seniority in Tail Male, every elder of such Sons and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Alexander Wadham Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *George Wyndham* (Third Son of the said *William Wyndham* the Father, and herein-after called *George Wyndham* the elder,) for his Life; Remainder to Trustees during the Life of the said *George Wyndham* the elder, to preserve contingent Remainders; Remainder to *Alward Wyndham* (First Son of the said *George Wyndham* the elder) for his Life; Remainder to Trustees during the Life of the said *Alward Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Alward Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Alward Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *Alward Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue male; Remainder to the Son and Sons of the said *Alward Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *George Wyndham* the younger (Second Son of the said *George Wyndham* the elder) for his Life; Remainder to Trustees during the Life of the said *George Wyndham* the younger, to preserve contingent Remainders; Remainder to the First and every other Son of the said *George Wyndham* the younger born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *George Wyndham* the younger successively according to Seniority in Tail Male, every elder of such Sons of the said *George Wyndham* the younger and his First and other Sons and their respective Issue Male

Wyndham's Estate Act, 1854.

Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *George Wyndham* the younger not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *John Wyndham* (Third Son of the said *George Wyndham* the elder) for his Life; Remainder to Trustees during the Life of the said *John Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *John Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively, according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *John Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *John Wyndham* and his First and other Sons and their respective issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *John Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively, according to Seniority in Tail Male; Remainder to *Francis Wyndham* (Fourth Son of the said *George Wyndham* the elder) for his Life; Remainder to Trustees during the Life of the said *Francis Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Francis Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Francis Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *Francis Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Francis Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Hugh Wyndham* (Fifth Son of the said *George Wyndham* the elder) for his Life; Remainder to Trustees during the Life of the said *Hugh Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Hugh Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Hugh Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *Hugh Wyndham* and his First and other

Wyndham's Estate Act, 1854.

other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Hugh Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Alexander Wyndham* (Sixth Son of the said *George Wyndham* the elder) for his Life; Remainder to Trustees during the Life of the said *Alexander Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Alexander Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Alexander Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *Alexander Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Alexander Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to the Son and Sons of the said *George Wyndham* the elder thereafter to be born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *George Wyndham* the elder successively according to Seniority in Tail Male, every elder of such Sons of the said *George Wyndham* the elder and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *George Wyndham* the elder not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Francis Wyndham* (Fourth Son of the said *William Wyndham* the Father) for his Life; Remainder to Trustees during the Life of the said *Francis Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Francis Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Francis Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *Francis Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their

[Private.]

h h

Issue

Wyndham's Estate Act, 1854.

Issue Male; Remainder to the Son and Sons of the said *Francis Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to the Reverend *John Wyndham* Clerk (Fifth Son of the said *William Wyndham* the Father) for his Life; Remainder to Trustees during the Life of the said *John Wyndham*, to preserve contingent Remainders; Remainder to *Edward Sandford Wyndham* (only Son of the said *John Wyndham*) for his Life; Remainder to Trustees during the Life of the said *Edward Sandford Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Edward Sandford Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to the Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Edward Sandford Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *Edward Sandford Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Edward Sandford Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to the Son and Sons of the said last-named *John Wyndham* thereafter to be born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *John Wyndham* successively according to Seniority in Tail Male, every elder of such Sons of the said *John Wyndham* and his First and other Sons and their respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *John Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; Remainder to *Charles Henry Wyndham* (Sixth Son of the said *William Wyndham* the Father) for his Life; Remainder to Trustees during the Life of the said *Charles Henry Wyndham*, to preserve contingent Remainders; Remainder to the First and every other Son of the said *Charles Henry Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority, for their respective Lives; Remainder to Trustees during the Lives of such Sons respectively, to preserve contingent Remainders; Remainder to the First and every other Son of such Sons of the said *Charles Henry Wyndham* successively according to Seniority in Tail Male, every elder of such Sons and his First and other Sons and their respective

Wyndham's Estate Act, 1854.

respective Issue Male to be preferred to every younger of the same Sons and his First and other Sons and their Issue Male; Remainder to the Son and Sons of the said *Charles Henry Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively according to Seniority in Tail Male; and with the ultimate Limitation to the Testator's own right Heirs for ever: And whereas the said *George Wyndham* Earl of *Egremont*, by a Codicil to his said Will, dated the Eleventh Day of *August* One thousand eight hundred and forty-four, after declaring Trusts respecting the Advowson of *Silverton* in the County of *Devon*, increased an Annuity of Four hundred Pounds in and by his said Will bequeathed to *Caroline Fanny Voules* to the Sum of Five hundred Pounds; and he thereby also bequeathed an Annuity of Two hundred and fifty Pounds to *Melissa Voules*, to commence from the Death of the said *Caroline Fanny Voules*, or from his the said Testator's own Death, which should first happen; and the said Testator directed that in the Settlement to be made in pursuance of the Directions in his said Will mentioned some Part of the Lands and Hereditaments thereby devised, to be selected by the Trustee or Trustees of his said Will, but to be situate in the County of *Somerset*, should be charged and chargeable with the said Annuities of Five hundred Pounds and Two hundred and fifty Pounds respectively; and the said Testator did not by the said Codicil otherwise revoke, alter, or vary the Devise in his said Will contained or the Trusts thereby declared or any of them: And whereas the said *George Wyndham* Earl of *Egremont*, by a further Codicil to his said Will, dated the Thirty-first Day of *March* One thousand eight hundred and forty-five, after declaring certain Trusts respecting the Advowson of *Beercrocombe* in the County of *Somerset*, directed his said Trustees, by and out of the Rents, Issues, and Profits of the Manors, Hereditaments, and Premises by and out of the Rents, Issues, and Profits of which he had directed them to pay the before-mentioned Annuity to the said *Caroline Fanny Voules*, to pay to *Tom Arthur Voules* an Annuity of Three hundred Pounds for the Time and in the Manner in the said Codicil mentioned; and the said Testator did not otherwise revoke, alter, or vary the Devise in the said Will contained, or the Trusts thereby declared: And whereas the said *William Wyndham* the Son has been only once married, having intermarried with *Ellen Heathcote* his now Wife on the Fourteenth Day of *June* One thousand eight hundred and thirty-one, by whom he has had Issue Six Sons; (that is to say,) the said *William Wyndham* the Grandson, who was born on the Twelfth Day of *January* One thousand eight hundred and thirty-four; the said *Edmund Wyndham*, who was born on the Twentieth Day of *September* One thousand eight hundred and thirty-five; the said *Arthur Wyndham*, who was born on the Twenty-third Day of *January* One thousand eight hundred and thirty-seven; the said *Wadham Wyndham*, who was born

Codicil to Will of *George Earl of Egremont*, dated 11th Aug. 1844.

Second Codicil, dated 31st March 1845.

on

Wyndham's Estate Act, 1854.

on the Tenth Day of *July* One thousand eight hundred and thirty-eight, and who died in the Month of *April* One thousand eight hundred and forty-seven; the said *Hugh Wyndham*, who was born on the Eighth Day of *October* One thousand eight hundred and thirty-nine; and *Thomas Heathcote Wyndham*, who was born on the Fourteenth Day of *February* One thousand eight hundred and forty-five, but no other Son: And whereas neither of the said Six Sons of the said *William Wyndham* the Son has been married, and (except the said *Wadham Wyndham*) they are all now living: And whereas the said *Alexander Wadham Wyndham* has been only once married, having intermarried on the Twenty-second Day of *June* One thousand eight hundred and thirty with *Emma Trevelyan*, by whom he has had Issue Four Sons; (that is to say,) the said *William Trevelyan Wyndham*, who was born on the Thirtieth Day of *April* One thousand eight hundred and thirty-one; *Raleigh Wyndham*, who was born on the Fifth Day of *December* One thousand eight hundred and thirty-three, and died in the Month of *December* in the same Year; the said *Alfred Wyndham*, who was born on the Fourth Day of *November* One thousand eight hundred and thirty-six; and the said *Spencer Wyndham*, who was born on the Twenty-fifth Day of *September* One thousand eight hundred and thirty-eight, and no other Son: And whereas neither of the said Four Sons of the said *Alexander Wadham Wyndham* has been married, and (except the said *Raleigh Wyndham*) they are all living: And whereas the said *George Wyndham* the elder has been only once married, having intermarried on the Twenty-sixth Day of *April* One thousand eight hundred and twenty-seven with *Margaret Jay*, by whom he has had Issue Eleven Sons; (that is to say,) *Alward Wyndham*, who was born on the Ninth Day of *April* One thousand eight hundred and twenty-eight; *George Wyndham* the younger, who was born on the Fifth Day of *April* One thousand eight hundred and thirty-one; *William Wyndham*, who was born in the Month of *June* One thousand eight hundred and thirty-two, and died in the Month of *January* One thousand eight hundred and thirty-three; *John Wyndham* the younger, who was born on the Sixteenth Day of *October* One thousand eight hundred and thirty-three; *Francis Wyndham* the younger, who was born on the Third Day of *February* One thousand eight hundred and thirty-five; *Hugh Wyndham* the younger, who was born on the Third Day of *July* One thousand eight hundred and thirty-six; *Alexander Wyndham*, who was born in the Month of *September* One thousand eight hundred and forty; *Charles Wyndham* (herein-after described as *Charles Wyndham* the younger), who was born on the Tenth Day of *March* One thousand eight hundred and forty-two; *Guy Wyndham*, who was born on the Fifth Day of *November* One thousand eight hundred and forty-three; *Reginald Wyndham*, who was born on the Eighteenth Day of *August* One thousand eight hundred and forty-five; and *Wadham Wyndham*, who was born on the
Thirteenth

Wyndham's Estate Act, 1854.

Thirteenth Day of *November* One thousand eight hundred and forty-eight, and no other Son: And whereas neither of the said Sons of the said *George Wyndham* the elder has been married, and (except the said *William Wyndham* the younger) they are all now living: And whereas the said *Francis Wyndham* has never been married: And whereas the said *John Wyndham* has been only once married, having intermarried on the Twenty-fourth Day of *September* One thousand eight hundred and forty with *Mary Wapshare*, by whom he has had Issue *Edward Sandford Wyndham*, who was born on the Eighteenth Day of *February* One thousand eight hundred and forty-two, and no other Son: And whereas the said *Charles Henry Wyndham* has never had any Male Issue: And whereas *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Wadham Wyndham*, *Hugh Wyndham*, *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, *Alfred Wyndham*, *Spencer Wyndham*, *George Wyndham* the elder, *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, and *Charles Henry Wyndham* were the several and respective Persons named in the said Testator's Will as Tenants for Life of his Estates thereby directed to be settled as aforesaid, and also the said *Thomas Heathcote Wyndham*, *Charles Wyndham* the younger, *Guy Wyndham*, and *Reginald Wyndham*, the Four other Sons of the several and respective Persons aforesaid born in the said Testator's Lifetime or in due Time after his Decease: And whereas *Wadham Wyndham*, Son of the said *George Wyndham* the elder, not having been born in the Lifetime of the said *George* Earl of *Egremont* nor in due Time after his Decease, became under the Limitations of the Testator's Will Tenant in Tail Male: And whereas the Persons who were entitled under the ulterior Limitation contained in the said Will of the said *George* Earl of *Egremont* to his right Heirs were *Julia Frances Laura* the Wife of the Honourable *Francis Scott*, and *Frances* now the Wife of *Augustin Denis Pinon Duclos* Vicomte de *Valmer*, theretofore the Widow and previously the Wife of *William Miller* late of *Ozleworth* in the County of *Gloucester*, Esquire, deceased: And whereas there are not any Powers of Sale and Exchange, nor are there any Powers of leasing, except the Powers of leasing for Thirty-one and Twenty-one Years herein-before noticed, contained in the said Will of the said *George O'Brien* Earl of *Egremont* of any of the Hereditaments thereby devised; and it would be highly advantageous to the successive Owners under the said Will, and under the Will and Codicils of the said *George* Earl of *Egremont*, if the Limitations thereunder ever confer the Possession, if there were such Powers of Sale and Exchange as herein-after provided of the Hereditaments in the County of *York* and the County of the City of *York*

Will of
George
O'Brien Earl
of Egremont
does not contain
Powers of
Sale and Exchange
and leasing.

[Private.]

i i

subject

Wyndham's Estate Act, 1854.

subject to the Limitations of the said Wills and Codicils respectively, which are specified or mentioned in the First Schedule to this Act, and of the outlying Portion of the Hereditaments in the Counties of *Sussex, Surrey, and Southampton*, subject to the same Limitations which are specified or mentioned in the Second and Fourth Schedules to this Act, and of the Hereditaments in *Ireland* subject to the same Limitations which are specified or mentioned in the Third Schedule to this Act, and such Powers of granting Building and Improving Leases of the Lands specified or mentioned in the Second Schedule to this Act, and also such Powers of granting Mining Leases as hereinafter provided: And whereas, in pursuance of an Order of the High Court of Chancery, made on the Twenty-fifth Day of *February* One thousand eight hundred and fifty-four, on the Petition of the said *Percy Scawen Wyndham* by his next Friend, in a certain Cause depending in the said Court, wherein the said *Percy Scawen Wyndham* by *James Archibald Murray* his next Friend is Plaintiff, and *George Wyndham, Henry Wyndham the elder, Henry Wyndham the younger, William Thompson, Joseph Stroud, Robert Biddulph, Lawrence Walker*, the Honourable *Francis Scott* and *Julia Frances Laura* his Wife, and *Augustin Denis Pinon Duclos de Valmer* and *Frances* his Wife, (the Two last-named Defendants when they shall come within the Jurisdiction,) are Defendants, it was ordered that an Inquiry be made whether it would be for the Benefit of the Petitioner to consent to the Bill about to be brought into Parliament for giving Powers of Sale and Exchange, Leasing, Draining, and other Powers, for more advantageously managing the Estates in the Counties of *York, Sussex, Surrey, and Southampton*, and in *Ireland*, devised by the Will of the said *George Obrien* Earl of *Egremont*, and that if the Court should be of opinion that it was for the Benefit of the Petitioner to consent to such Bill, then it was ordered that the Draft of the said Bill should be settled by the Judge to whose Court the said Cause was attached: And whereas by the Certificate of the Chief Clerk of the Right Honourable the Master of the Rolls, the Judge to whose Court the said Cause is attached, bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and fifty-four, and duly approved by the said Judge, it is certified that it would be for the Benefit of the Petitioner *Percy Scawen Wyndham*, the Infant Tenant in Tail of the Estates devised by or which now stand limited to the Uses of the Will of the said *George Obrien* Earl of *Egremont*, to consent to the Bill about to be brought into Parliament for giving Powers of Sale and Exchange, Leasing, Draining, and other Powers for more effectually managing the Estates in the Counties of *York, Sussex, Surrey, and Southampton*, and *Ireland*, devised by or which now stand limited to the Uses of the said Will, and that the Draft of this present Act had been settled and approved of by the said Judge pursuant to the said Order of the Twenty-fifth Day

Order of
Court of
Chancery,
dated 25th
Feb. 1854.

Certificate of
Approval,
dated 25th
March 1854.

Wyndham's Estate Act, 1854.

Day of *February* One thousand eight hundred and fifty-four, and in testimony of such Approval the said Judge had signed his Name at the Foot of a Copy of the said Act: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *George Wyndham* and *Henry Wyndham*, and also the said *Percy Scawen Wyndham* by the said *George Wyndham* his Father, 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, as follows:

I. This Act may be cited for any Purpose as "*Wyndham's Estate Act, 1854.*" Short Title.

II. The following Words and Expressions shall in this Act have the following Meanings; the Word "Lands" shall include "Manors, Messuages, Lands, Tenements, and Hereditaments, whether of Freehold or Copyhold Tenure," and shall also in *Ireland* extend to "Fee-farm Rents;" the Expression "Tenant in Possession" shall mean the said *George Wyndham*, and after his Decease shall mean the Person or Persons who from Time to Time, under the Limitations of the Will and Second Codicil of the said *George Obrien* Earl of *Egremont* or either of them, or under the Will and Codicils of the said *George* since Earl of *Egremont* or either of them, shall be entitled to the Possession or to the Receipt of the Rents and Profits of the said Hereditaments specified or mentioned in the said Schedules to this Act remaining unsold or unexchanged, or if and when any such Person so entitled shall be under Age, then the same shall mean his Guardian or Guardians. Interpretation of Terms.

III. By an Order of the High Court of Chancery in *England* as to Lands in *England*, and by an Order of the High Court of Chancery in *Ireland* as to Lands in *Ireland*, but not otherwise, and by or upon the Application of the Tenant in Possession, all or any of the several Powers of Leasing, Sale, and Exchange herein-after contained shall and may from Time to Time be exerciseable. Powers to be exerciseable with the Sanction of the Courts of Chancery in England and Ireland respectively.

IV. The Trustees or Trustee to carry into effect the said Powers of Sale and Exchange and to grant Mining Leases respectively shall be the Honourable *Richard Southwell Bourke* commonly called Lord *Naas*, eldest Son of the Right Honourable *Robert* Earl of *Mayo*, *James Archibald Murray* of *Blackheath* in the County of *Kent*, Esquire, One of the Clerks of Records and Writs of the High Court of Chancery in *England*, and the Reverend *Henry Sockett* Clerk, Rector of *Sutton* in the County of *Sussex*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being under this Act Appointment of Trustees.
to

Wyndham's Estate Act, 1854.

to be associated with any or either of them, or to be appointed in their or his Stead under the Power of appointing new Trustees herein-after contained.

Certain Powers to sell and exchange and grant Leases.

V. The Powers so to be exerciseable by the said Trustees or Trustee shall be to sell or exchange all or any Portion of the Lands and Hereditaments specified or mentioned in the First, Second, and Third Schedules, and to exchange all or any of the Lands specified in the Fourth Schedule to this Act, and to grant the Mining Leases as herein-after provided, and the Powers so to be exerciseable by the Tenant in Possession shall be the Powers to grant the Building and other Leases, except Mining Leases, as herein-after provided.

Powers of Sale and Exchange and Leasing to be exerciseable by Indenture.

VI. The said Powers of Sale and Exchange and granting Mining Leases shall be exerciseable by Indenture sealed and delivered by the Trustees or Trustee for the Time being of the Power then in exercise, and also by the Person or Persons at whose Request such Power respectively may be exercised.

Other Powers of Leasing may be similarly exerciseable.

VII. The Powers of leasing other than for Mining Purposes shall be exerciseable by Indenture sealed and delivered by the Tenant in Possession.

Attestation of Sealing and Delivery.

VIII. Such Sealing and Delivery of every such Indenture as above mentioned shall be attested by One or more Witness or Witnesses.

Lands specified in Schedules may be sold.

IX. All or any of the Lands specified or mentioned in the said First, Second, and Third Schedules to this Act, with their Appurtenances, may be sold for such Price or Prices as the Trustees or Trustee for the Time being of this Act may think reasonable, and either by Public Auction or Private Contract, or partly in each such Mode, and with or under such special or other Conditions of Sale as the said Trustees or Trustee shall think fit; and such Sales respectively may be made either in pursuance of any previous Contract or Contracts to be entered into conditionally that the Court of Chancery in *England*, or the Court of Chancery in *Ireland*, as the Case may require, shall so order or direct as aforesaid, or the same may be made subsequently to obtaining such Order of the Court of Chancery in *England* or *Ireland*, as the Case may require.

Exchanges may be made of Lands specified in Schedules.

X. The Exchanges may be made of all or any of the Lands specified or mentioned in the First, Second, Third, and Fourth Schedules to this Act, with their Appurtenances, for such other Lands, either of Freehold or Copyhold Tenure or of both Tenures, and, if so deemed advisable, for Lands of Leasehold Tenure holden as herein-after mentioned,

Wyndham's Estate Act, 1854.

tioned, convenient to be occupied with the other Lands to be received on such Exchange, or with the Lands for the Time being subject to the Limitations of the Lands in respect whereof such Leasehold Lands may be received in Exchange, and such Sum or Sums of Money may be received or given by way of Equality of Exchange as the said Trustees or Trustee may think reasonable, and such several Exchanges may either be made in pursuance of any previous Contract or Contracts conditionally that any Order of the Court of Chancery in *England* or *Ireland* authorizing or confirming the same be obtained, or pursuant to any Contract subsequently to such Order, as the Case may require: Provided always, that no Sum by way of Equality of Exchange to be given for Lands and Hereditaments which may be received in Exchange for Lands comprised in the Fourth Schedule to this Act shall exceed Ten Pounds *per Acre*, and in like Proportion for any less Quantity than an Acre.

XI. The Assurances for effectuating every or any such Sale or Exchange may be made by way of Revocation of Uses and Appointment and Conveyance to new or other Uses, or simply by way of Appointment and Conveyance to other Uses, and may be effected by making such Appointment and Conveyance respectively (either with or without any prior Revocation of Uses) unto any Person or Persons in Fee Simple to the Uses required, or by making the same at once to such Uses; and every such Assurance, whether by Revocation and new Appointment or Conveyance, or merely by way of Appointment or Conveyance, of the Lands respectively so to be sold or given in Exchange, shall free and discharge all the Lands to be so assured of and from all the Limitations then subsisting under or by means of the said Will and Second Codicil of the said *George Obrien* late Earl of *Egremont*, and of the said Will and Codicils of the said *George* last Earl of *Egremont*.

Form of Assurances.

XII. The Declaration in any such Deed of Assurance that may be executed for effectuating any Sale or Exchange, or in any separate Deed respectively, to be made by the Tenant in Possession, that the Deeds, Evidences, and Writings relating to any Lands so sold or given in Exchange which may be in the Custody or Power of such Tenant in Possession shall from Time to Time be produced, and that Copies or Extracts therefrom shall from Time to Time be furnished unto and upon the Request and at the Costs and Charges of any Purchaser or Purchasers or Person or Persons to be entitled by means of such Sale or Exchange, and his or their Heirs or Assigns respectively, shall operate as a Covenant by the Tenant in Possession, and each succeeding Tenant in Possession, having the Custody of such Deeds, Evidences, and Writings, (not being merely a Guardian,) for himself respectively,

Declaration by Tenant in Possession to produce Title Deeds to operate as a Covenant.

[*Private.*]

k k

and

Wyndham's Estate Act, 1854.

and his respective Heirs, Executors, and Administrators, with the Purchaser or Purchasers or other Person or Persons so entitled, and his or their Heirs and Assigns, for such Production, and for furnishing such Copies or Extracts respectively, but so that the Real or Personal Representatives of any such Tenant in Possession shall not after his Death be answerable otherwise than for any Breach committed in his Lifetime.

Until sold or exchanged Lands to be subject to the Trusts of Wills and Codicils.

XIII. In the meantime, and until the Lands respectively comprised in the said First, Second, Third, and Fourth Schedules to this Act shall be so appointed or conveyed by way of Sale or Exchange as aforesaid, the same shall remain subject to all the Limitations under or by means of the said Will or of the said Will and Second Codicil of the said *George Obrien* Earl of *Egremont*, and the said Will and Codicils of the said *George* Earl of *Egremont*, according to which the same would have been holden in case this Act had not passed, and the Rents, Issues, and Profits of the same Lands shall be received and applied accordingly, and all the Powers conferred by the said Wills and Codicils respectively which could have been exerciseable of the said Lands remaining unsold and unexchanged shall also be exerciseable in like Manner as if this Act had not passed.

Payment of Monies into Court.

XIV. All Monies to arise from every such Sale or to be received by way of Equality of Exchange of any of the said Lands specified or mentioned in the First, Second, and Fourth Schedules to this Act, or to arise from One Fourth Part of Rents and Royalties on Mining Leases in *England*, as herein-after provided, shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery in *England*, to be placed to an Account there "In the Matter of *Wyndham's* Estate Act, 1854, the Account of the Devisees of the *York* and *Sussex* Estates," pursuant to the Method prescribed by the Act of the 12th Year of King *George* the First, Cap. 32, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the 12th Year of King *George* the Second, Cap. 24; and all Monies to arise from every such Sale or to be received by way of Equality of Exchange of any of the said Lands specified or mentioned in the Third Schedule to this Act, or to arise from One Fourth Part of Rents and Royalties on Mining Leases in *Ireland*, as herein-after provided, shall be paid into the Bank of *Ireland* in the Name and with the Privity of the Accountant General of the High Court of Chancery in *Ireland*, to be placed to his Account there "In the Matter of *Wyndham's* Estate Act, 1854, the Account of the Devisees of the *Irish* Estates," pursuant to the Method prescribed by the *Irish* Statute of the 23rd and 24th of *George* the Third, Cap. 22.

XV. The

Wyndham's Estate Act, 1854.

XV. The Receipt of a Cashier of the Bank of *England* or of a Cashier of the Bank of *Ireland* respectively, as the Case may require, for any Monies to be so paid into such respective Bank as by this Act directed, and the Certificate of the Accountant General of the Court of Chancery in *England* or of the Court of Chancery in *Ireland*, as the Case may require, annexed thereto, and filed in the Register or Report Office of such respective Court, shall be an effectual and conclusive Discharge to the Persons paying the same for the Money therein respectively acknowledged to be paid.

Receipts of the Cashier of the Bank and Certificate of the Accountant General to be a Discharge.

XVI. The Court of Chancery in *England*, as to Monies to be paid into the Bank of *England*, and the Court of Chancery in *Ireland*, as to Monies to be paid into the Bank of *Ireland*, may, on the Application of the Tenant in Possession, order any such Monies the Application whereof is not otherwise directed under this Act, to be from Time to Time laid out in the Purchase or Redemption of Land Tax on any of the Estates in the Counties of *York*, *Sussex*, *Surrey*, or *Southampton* devised by or which now or hereafter may stand limited to the Uses of the Will of the said *George Obrien* Earl of *Egremont*, or in the Purchase of any Freehold, Copyhold, or Leasehold Lands in the Counties of *Sussex* or *York* contiguous to or convenient to be held with such Parts of the Estates in those Counties as may for the Time being be subject to the Uses of the said Will, or in the Payment of any Monies to be payable for Equality of Exchange under Exchanges to be made of Lands in *England* under the Authority of this Act, or, as to the Monies to arise from Sale or Exchange in *Ireland*, in the Purchase or Redemption of Land Tax on any of the Estates in *Ireland* devised by or which now or hereafter may stand limited to the Uses of the Will of the said *George Obrien* Earl of *Egremont*, or in the Purchase of any Freehold or Leasehold Lands to be situate in the County of *Clare*, or contiguous to or convenient to be held with the Lands in that County for the Time being subject to the Uses of the said Will, or in the Payment of any Monies to be payable for Equality of Exchange under Exchanges to be made of Lands in *Ireland* under the Authority of this Act.

Application of Monies paid into Court.

XVII. No other Leasehold Lands shall be purchased or received in Exchange by virtue of the Provisions of this Act than such as shall be holden under Leases renewable for ever, or under Leases for Terms of Years of which not less than Five hundred Years shall remain unexpired at the Time of such Purchase or Exchange, and so that more than One Tenth of the Money to be invested in the Purchase of Lands shall not at any One Time be laid out in the Purchase of Leaseholds.

Limitation as to Leasehold Lands.

XVIII. When

Wyndham's Estate Act, 1854.

Tenant in Possession or Trustees may enter into Contracts subject to the Approbation of the Court.

XVIII. When and as any such Order or Consent for Purchase shall be obtained from the Court of Chancery in *England*, or from the Court of Chancery in *Ireland*, or previously thereto, and conditionally that the Approbation of such Court respectively shall be obtained, the Tenant in Possession or the Trustees or Trustee of this Act, with the Consent or at the Request of the Tenant in Possession, may enter into any Contract for any such Purchase as herein-before authorized, upon such special or other Conditions of Sale as to Title or Evidence of Title as may be deemed eligible.

Lands purchased or received in Exchange to be conveyed to the Uses of the said Wills and Codicils.

XIX. All Lands to be so purchased or to be received in Exchange shall, under the Direction of the Trustees or Trustee of this Act and with the Approbation of the Tenant in Possession, be conveyed to the Uses, upon the Trusts, and with and under the Powers and Provisions which, under or by means of the said Wills and Codicils of the said *George Obrien Earl of Egremont* and *George Earl of Egremont*, or any or either of them, shall be subsisting or capable of taking effect of and concerning the Lands from the Produce of the Sale or Exchange whereof, under the Powers of this Act, such Purchase may be made, or of and concerning the Lands to be given in Exchange for the same, or as near thereto as may be, but so that any Leasehold Lands so to be purchased or taken in Exchange shall not absolutely vest in any Tenant in Tail by Purchase under the said Wills and Codicils or any or either of them, unless or until he shall attain the Age of Twenty-one Years.

Until so applied, Monies to be invested.

XX. In the meantime and until any such Purchase of Land as aforesaid shall be made, the Monies to be so paid into the Bank of *England* which for the Time being will not be required for any of the other Purposes of this Act shall, by or under the Direction of the Court of Chancery in *England*, be laid out in the Purchase of Navy, Victualling, or Exchequer Bills or Bonds, and such Navy or Victualling Bills or Exchequer Bills or Bonds to be so purchased shall be carried to an Account, "In the Matter of *Wyndham's Estate Act, 1854, the Account of the Devises of the York and Sussex Estates;*" and the Monies to be so paid into the Bank of *Ireland* which may not be required for the Purposes of this Act shall, by or under the Direction of the Court of Chancery in *Ireland*, be laid out in the Purchase of *Irish* Government Debentures, *Irish* Treasury Bills, or *Irish* Treasury Bonds; and such *Irish* Government Debentures or *Irish* Treasury Bills or Bonds to be so purchased shall be carried to an Account, "In the Matter of *Wyndham's Estate Act, 1854, the Account of the Devises of the Irish Estates;*" and the Interest of such Navy or Victualling Bills or Exchequer Bills or Exchequer Bonds in *England*, and the Money received for the same, when paid off by Government, shall

Wyndham's Estate Act, 1854.

shall be laid out by the Accountant General of the Court of Chancery in *England* in his Name in the Purchase of other like Bills or Bonds, and the Interest of such *Irish* Government Debentures, or *Irish* Treasury Bills or Bonds, and the Money received for the same, when paid off by Government, shall be laid out in the Name of the Accountant General of the Court of Chancery in *Ireland* in the Purchase of other *Irish* Government Debentures or *Irish* Treasury Bills or Bonds, and all such said Bills and Bonds to be purchased in *England* shall be deposited in the Bank of *England*, and all such Bills, Bonds, and Debentures to be purchased in *Ireland* shall be deposited in the Bank of *Ireland*, in the Name of the respective Accountant General of the Court of that Country, and shall remain there until required for such Purchase or Purchases as authorized by this Act; but when so required for any such Purchase the same or a competent Portion thereof shall, upon a Petition to be preferred to the Courts of Chancery having the Jurisdiction of this Fund by the Tenant in Possession in a summary Way, be ordered to be sold for completing such Purchase in such Manner as the Court respectively shall think just and direct, and that if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills or Exchequer Bonds, *Irish* Government Debentures, or *Irish* Treasury Bills or Bonds, shall exceed the Amount of the original Purchase Money laid out in the Purchase of the same respectively, then and in that Case only the Surplus which shall remain after discharging the Expense of the Applications to the Court shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased, if purchased and conveyed pursuant to this Act, or to the Representatives of such Person.

XXI. Each of the Courts of Chancery in *England* and *Ireland* may from Time to Time make such Orders as the Court respectively may think just for allowing, taxing, and settling all such Costs, Charges, and Expenses as may have been incurred in or about the Application for and obtaining this Act, or from Time to Time may be incurred in making Applications to the said Courts respectively under this Act, paying Monies into the Bank as by this Act directed, taking such Monies out of the Bank, applying such Monies as by this Act authorized, investigating the Title to Lands purchased or taken in Exchange, or otherwise in carrying this Act into execution, or any other Costs, Charges, and Expenses payable according to the Provisions of this Act, and from Time to Time may make such Orders as the said Courts respectively think just for the Payment of such Costs, Charges, and Expenses out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Navy or Victualling Bills, Exchequer Bills, or Exchequer Bonds, *Irish* Government Debentures,

Court may
make Orders
for Payment
of Costs.

[*Private.*]

ll

tures,

Wyndham's Estate Act, 1854.

tures, or *Irish* Treasury Bills or Bonds purchased or taken in Exchange under this Act.

Powers to appropriate Lands for building Purposes.

XXII. The Tenant in Possession may from Time to Time, with the Sanction of the Court of Chancery in *England*, appropriate and lay out any Parts of the Estates specified in the Second Schedule to this Act as and for Markets, Squares, and other open Spaces, Streets, Railroads, other Roads, Passages, Sewers, Drains, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Improvement of the Estates, and the Accommodation of the Lessees thereof, and any other Parts thereof as Lots for building, or in such Manner in all respects as the Tenant in Possession from Time to Time may deem advantageous and for the Purposes of this Act, and the Tenant in Possession may maintain, repair, alter, and improve such Markets, Squares, open Spaces, Streets, Roads, Passages, Drains, Sewers, Pipes, Conduits, Easements, and Conveniences respectively.

General Deed with respect to Improvement of Estate.

XXIII. For the Purpose of any such general Improvement and Accommodation the Tenant in Possession from Time to Time may, by general Deeds to be sealed and delivered by him and to be enrolled in the Court of Common Pleas at *Westminster* within Six Calendar Months after the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences as the Tenant in Possession may deem reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

Power to lease for building and improving Purposes.

XXIV. The Tenant in Possession from Time to Time may lease all or any Part of the Lands respectively specified in the Second Schedule to this Act to any Persons willing substantially to rebuild or improve any of the present or any future Houses, Works, or Buildings upon any Part of the said Lands, or willing to erect or make any Houses, Works, or Buildings on any Part of the said Lands not built on, or willing to annex any Part of such Lands for Gardens, Yards, or other Conveniences to any present or future Houses, Works, or Buildings on the same or any Part thereof, or willing to improve the Estates or any Part thereof by making any Railways, Tramroads, Canals, Wharves, Manufactories, Works, or Conveniences thereon, or otherwise howsoever to improve the said Estates.

Power to grant Mining Leases.

XXV. The Trustees or Trustee of this Act, at the Request in Writing of the Tenant in Possession, from Time to Time may lease the whole or any Part or Share of any Mines opened or to be opened,
and

Wyndham's Estate Act, 1854.

and Veins and Seams of Coal, Ore, and Minerals in, upon, or under all or any Part of the Estates in the County of *York* and in the County of the City of *York*, and in the Counties of *Sussex*, *Surrey*, and *Southampton*, and in *Ireland*, devised by or which now or hereafter may stand limited to the Uses of the Will of the said *George O'Brien* Earl of *Egremont* (except the Lands in the County of *Sussex* called "*Burchetts*" and the "*Rogate Estate*," comprised in and devised by the Second Codicil to the said Will, and also except such Parts of the said Estates in the County of *Sussex* as are comprised within the Walls of the Park at *Petworth*), and any Part of such Estates respectively deemed convenient to be leased for Mining Purposes, to any Person whomsoever willing to work such Mines or Quarries.

XXVI. The Tenant in Possession as to Leases to be granted by him, and the Trustees or Trustee of this Act as to Leases to be granted by them or him, may from Time to Time, if and as they or he may think advantageous, grant to the respective Lessees for building and improving or mining Purposes, their Executors, Administrators, and Assigns respectively, all such Liberties, Easements, and Privileges in, over, and affecting the Estates or any Part thereof which the Tenant in Possession or the Trustees or Trustee may think reasonable, and are or shall be usual in Leases of a similar Kind.

Liberties to be granted for building Purposes.

XXVII. In every such Lease made for the Purpose of having Houses, Works, or Buildings erected or constructed, or for opening or working Mines or Quarries, shall be contained a Covenant on the Part of the Lessee to build, construct, and finish the Houses, Works, and Buildings agreed to be built or constructed on the Lands, or to open and work such Mines or Quarries within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term thereby granted such Houses, Works, and Buildings, Mines and Quarries.

Covenants to build, &c.

XXVIII. In every such Lease made for the Purpose of having Houses, Works, or Buildings improved or rebuilt, or for opening new Mines or Quarries, or reopening old Mines or Quarries, there shall be contained a Covenant on the Part of the Lessee to improve or rebuild such Houses, Works, or Buildings, or to open or reopen such Mines or Quarries within a Time specified for that Purpose, and to keep in repair during the Continuance of the Term thereby granted the Houses, Works, or Buildings agreed to be improved or rebuilt, and keep in good and working Order the Mines and Quarries so agreed to be opened or reopened.

Covenants to rebuild, &c.

XXIX. In every such Lease made for the Purpose of any other Improvement there shall be contained a Covenant on the Part of the Lessee

Covenants to improve.

Wyndham's Estate Act, 1854.

Lessee to make such Improvement within a Time specified for that Purpose, and duly to maintain the same.

Covenants to
pay Rents,
&c.

XXX. In every such Lease there shall be contained on the Part of the Lessee a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises comprised in the Lease.

Covenants to
insure, &c.

XXXI. In every such Lease for the Purpose of having any Houses, Works, or Buildings built, improved, or rebuilt which shall be liable to Damage by Fire there shall be contained on the Part of the Lessee a Covenant for keeping the Houses, Works, and other Buildings, or such of them as shall be liable to Damage by Fire, insured from Loss or Damage by Fire to the Amount of Three Fourths at the least of the Value thereof in some or One of the substantial Offices for Insurance in *London* or *Westminster* or in the County of *York*, and lay out the Money received by virtue of such Insurance and all such other Sums as shall be necessary in substantially rebuilding, repairing, or reinstating the Houses, Works, or Buildings destroyed or damaged by Fire.

Covenants to
surrender.

XXXII. In every such Lease there shall be contained on the Part of the Lessee a Covenant to surrender the Possession of and leave in good Repair the Houses, Works, and Buildings to be erected and built, or improved, repaired, or constructed, and to leave in good and working Order the Mines, Pits, Shafts, and Mining Fixtures and Quarries in, upon, or under the Lands therein comprised on the Expiration or other sooner Determination of the Estate or Term thereby granted.

Powers to
enter and
view.

XXXIII. In every such Lease there shall be contained a Power for the Trustees or Trustee of this Act, or the Tenant in Possession, or the Person from Time to Time entitled to the yearly Rent reserved, or to the Reversion expectant on the Term granted by such Lease, or their respective Surveyors and Agents, to enter twice in every Year upon the Premises, and to inspect the Condition thereof, and to give Notice of the Wants of Repairs and Defects then and there found.

Powers of
Re-entry on
Non-pay-
ment of Rent,
&c.

XXXIV. In every such Lease there shall be contained a Proviso or Condition that if the Rent thereby reserved or any Part thereof be at any Time in arrear for a Period therein specified not exceeding One Year, and not paid within a further Period therein specified not exceeding One Year after the same is demanded by Notice in Writing delivered to the Lessee, his Executors, Administrators, or Assigns, or affixed on some conspicuous Part of the Premises comprised in the Lease, or left with the Tenant or One of the Tenants of the Premises comprised in the Lease, or if any Buildings, Works, Mines, Quarries,
or

Wyndham's Estate Act, 1854.

or Improvements on the Lands comprised in the Lease be suffered to be dilapidated or out of repair to the Value of Fifty Pounds and upwards, and be not repaired within a Period specified after any such Notice in Writing for that Purpose so delivered or affixed or left, or if any of the Buildings on the Lands comprised in such Lease be destroyed or damaged by Fire or by Accident, and be not rebuilt, repaired, or reinstated within a Period in such Lease specified not exceeding Three Years next after the Fire or Accident happens, (or in case the Tenant in Possession think it desirable, and it be so provided in such Lease,) on the Non-performance of any of the Covenants, Provisoes, and Conditions on the Lessee's Part, or of any One or more (in that Behalf agreed upon) specified in the Lease of such Covenants, Provisoes, and Conditions, then and in any Case the Trustees or Trustee of this Act as to Mining Leases, and the Tenant in Possession or the Person for the Time being entitled to the Reversion expectant on the Lease as to other Leases, may enter into and upon the Lands or Mines comprised in the Lease, and determine the Term thereby granted.

XXXV. Any such Proviso or Condition for Re-entry may, if the Trustees or Trustee of this Act or the Tenant in Possession think fit, be qualified by a Proviso in the Lease that any Breach of any of the Covenants, Provisoes, and Conditions therein contained, except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as are agreed on to be so excepted, shall not occasion any Forfeiture of the Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment be obtained in an Action for such Breach of Covenant, and unless or until the Damages and Costs recovered in such Action remain unpaid for Three Months after such Damages and Costs are assessed.

Provisoes of Re-entry may be qualified.

XXXVI. The Leases for the building and improving Purposes may, as the Tenant in Possession, and the Leases for mining Purposes may, as the Trustees or Trustee, shall from Time to Time think advantageous, be made either with or without Covenants or Stipulations on the Part of the Lessees to pay all or any Part of the Expenses of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Streets, Roads, Passages, Sewers, Drains, Pipes, Conduits, Gardens, Pleasure Grounds, Easements, or other Conveniences in, through, under, or over any Parts of the Estates not comprised in the Lease, and either with or without Covenants or Stipulations as to the Mode in which any other Part of the Estates shall be built or laid out, improved or used, and may be made subject to or may contain any other Covenants, Limitations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, or which are reasonable.

Covenants in Leases for building, mining, and improving Purposes, for paying Expenses of maintaining Streets, &c.

[*Private.*]

m m

XXXVII. The

Wyndham's Estate Act, 1854.

Reservations to be made in Leases.

XXXVII. The Tenant in Possession as to Leases to be granted by him, and the Trustees or Trustee of this Act as to Leases to be granted by them or him, may from Time to Time, if and as they or he shall think advantageous, make by such Leases respectively all such Reservations of Rights or Powers, Liberties, Easements, and Privileges, in, over, and with respect to the Lands leased, and all such other Reservations, as he may think reasonable, or as are or shall be usual in Leases for like Purposes.

Terms of Leases for building, mining, and improving Purposes.

XXXVIII. Any Lease for building or rebuilding Purposes may be made as the Tenant in Possession may from Time to Time think advantageous for any Term of Years absolute not exceeding Ninety-nine Years, and any Lease for mining or improving Purposes may be made as the Trustees or Trustee of this Act or the Tenant in Possession, as the Case may be, may from Time to Time think advantageous for any Term of Years absolute, not exceeding Sixty Years, but in each and every Case only in consideration of the best yearly Rent that can be reasonably obtained, and without Fine and without any Covenant for Renewal.

Rents on Leases for building, mining, and improving Purposes may increase periodically.

XXXIX. The yearly Rent limited by any such Lease for building, mining, or improving Purposes may be made to commence on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically with such Portion of the full yearly Rent as the Trustees or Trustee of this Act, or the Tenant in Possession granting the same, having regard to the Progress of the Buildings, Repairs, rebuilding, or Improvements to be made, and the Responsibility of the Lessee, and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years after the Day of the Date of the Lease.

Leases for building, mining, and improving Purposes may be by Public Auction or Private Contract.

XL. Any such Letting for building, mining, or improving Purposes may be made either by Public Auction or Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the Trustees or Trustee of this Act or the Tenant in Possession authorized to grant the same may think advantageous.

Counterparts or Duplicates of Leases for building, mining, and improving Purposes. Powers to enter into

XLI. The Person to whom any Lease for building, mining, or improving Purposes is granted shall execute a Counterpart or Duplicate of such Lease.

XLII. The Tenant in Possession from Time to Time may enter into any Contract in Writing for any Lease for building or improving Purposes

Wyndham's Estate Act, 1854.

Purposes which the Tenant in Possession is by this Act authorized to grant with the Buildings or Improvements, if any, thereon, at the best yearly Rent that can be reasonably obtained; and such Contracts may contain all or any of the following Agreements; (to wit,)

Contracts
for Leases
for building
and improv-
ing Pur-
poses.

1. An Agreement that when and as any Land agreed to be leased or any Part thereof is built on, rebuilt, repaired, laid out, formed, or improved in the Manner and to the Extent stipulated in the Contract, the Lands mentioned in the Contract, or any Part thereof, shall be leased according to this Act to the Person contracting to take the same, his Executors, Administrators, and Assigns (as the Case may require), or to such other Person to be approved of by the Tenant in Possession as he or they shall appoint in that Behalf for the Remainder of the Term specified in the Contract, and in such Parcels, and under such Portions of the yearly Rent specified in the Contract as are thought proper; but nevertheless, so that if the yearly Rent to be reserved by the Lease bear a greater Proportion to all the Rent by the Contract agreed to be reserved than the Quantity of Land to be comprised in the Lease bears to all the Land comprised in the Contract, then the Rent so to be reserved shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Lands to be comprised in the Lease when fit for Habitation or Use:
2. An Agreement that the full Rent specified in the Contract shall or may be reserved by the Lease or Leases to be granted of a given Quantity (specified in the Contract) of the Land thereby agreed to be leased, such Quantity being not less in Value than Six Times the Rent reserved upon it, and that the Residue thereof shall be leased at the yearly Rent of Forty Shillings, either before or after the full Rent specified in the Contract is reserved by any Lease or Leases, and at such Time or Times and in such Manner as the Tenant in Possession may think proper:
3. An Agreement that the full yearly Rent specified in the Contract may be appropriated to a Part or apportioned between Parts of the Lands thereby agreed to be leased, either by a Surveyor or a Referee, or otherwise, but nevertheless having regard to the Provisions contained in the First Division of this Section:
4. An Agreement, in any Case where a given Quantity is not specified in the Contract, that when the full yearly Rent to be reserved is, having regard to the Provisions contained in the First Division of this Section, reserved by the Lease or Leases granted of a competent Part or competent Parts of the Land agreed to be leased (to be determined on by a Surveyor or Referee,

Wyndham's Estate Act, 1854.

Referee, or otherwise), the Residue (if any) thereof shall be leased by One or more Lease or Leases, at the yearly Rent of Forty Shillings :

5. An Agreement (in any Case of a Lease at the yearly Rent of Forty Shillings) to grant the Lease either before or after the Land to be therein comprised is built upon, laid out, or improved :
6. An Agreement that the yearly Rent agreed by any such Contract to be reserved may be made to commence from such Period not exceeding Four Years and a Half from the Day of the Date of the Contract, and may be made to increase periodically, beginning with such Portion of the full Rent to be reserved as the Tenant in Possession may think advisable, and increasing up to the full Rent as he may find convenient or think proper, and as in the Contract is expressed, regard being had to the Quantity of Land agreed to be from Time to Time leased, and the Progress of the Buildings, Works, Repairs, or Improvements stipulated to be erected or made thereon, and the Responsibility of the Purchaser or Lessee, and the other Circumstances of the Case, but so that the full yearly Rent be made payable on a Day not later than Seven Years from the Day of the Date of the Contract :
7. An Agreement that when and as any Lease is granted of any Part of the Lands contracted to be leased the Lands from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is entered into, or his Representatives, shall remain liable thereunder, in respect of such Part of the Lands comprised in the Contract as are not for the Time being leased, to the Payment of such Portion of the Rent by the Contract agreed to be reserved as is thought proper, and is in the Contract provided for :
8. An Agreement that the Person with whom the Contract is entered into may, during the Continuance thereof, have, exercise, and enjoy all or any (to be expressed in the Contract) of the Liberties which are by this Act authorized to be granted to Lessees for building and improving Purposes :
9. Any other Agreements or Terms which the Tenant in Possession may from Time to Time think reasonable, and are not contrary to any of the Provisions of this Act.

Contract to contain Clauses for vacating the same, &c.

XLIII. In every Contract for building or improving Purposes there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon such Part of the Lands therein comprised and agreed to be leased as are not actually leased, and are not, within a reasonable Time therein expressed, built upon, rebuilt, repaired, laid out,

Wyndham's Estate Act, 1854.

out, formed, or improved, or if such Contract be for a Mining Lease, if such Mines or Quarries are not opened, reopened, worked, or put in working Order within such reasonable Time, in the Manner therein stipulated, and also a Clause or Condition that the Person to whom a Lease ought to be granted pursuant to the Contract shall, within a reasonable Time therein expressed, accept the same, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the same, so that in default thereof the Contract shall, as to the Lands not actually leased by virtue of the Contract, be void, and every such Contract shall be binding on all the Persons upon whom the Lease if executed would be binding, and shall be carried into execution by a Lease or Leases under this Act accordingly.

XLIV. The Tenant in Possession as to Leases to be granted by him, and the Trustees or Trustee of this Act as to Leases to be granted by them or him, may from Time to Time enter into any new Contract by way of Addition to or Explanation or Alteration of all or any of the Terms expressed in any Contract entered into under this Act but so that the Contract shall, when so added so explained or altered, be conformable with the Provisions of this Act.

Contracts may be varied.

XLV. The Tenant in Possession as to Leases to be granted by him, and the Trustees or Trustee of this Act as to Leases to be granted by them or him, may from Time to Time release any Person with whom any Contract is entered into, his Executors, Administrators, or Assigns, from the Fulfilment of all or any Part of the Contract, and if the Tenant in Possession or the Trustees or Trustee shall think it expedient, they or he may enter into any new Contract with such Person, his Executors, Administrators, or Assigns, in lieu of the Contract or the Part thereof so released, but so that the Contract as modified by the Release or new Contract be conformable with the Provisions of this Act.

Release from Liabilities to Contract.

XLVI. Any such Lease for building or mining or improving Purposes, or any Contract for such Lease, shall not be void, defeasible, or questionable on the Ground that any Power, Condition, or Right of Re-entry, or of determining the Term thereby created or agreed to be created for Nonpayment of Rent, or for any Breach of Contract, is in any Terms restricted to Part of the Lands leased or agreed to be leased where or in respect whereof the Nonpayment or Breach happens.

Conditions for Re-entry may be restricted to Part of Lands comprised in Leases and Contracts, and remain in force as to other Part.

XLVII. Notwithstanding the Determination by virtue of any such Power, Condition, or Right of Re-entry, or Determination of any such Term as to Part only of the Lands leased or agreed to be leased, the Power, Condition, or Right of Re-entry, or Determination shall be in full force as to such Parts of the Lands as from Time to Time con-

Conditions for Re-entry to be apportionable.

[Private.]

n n

tinue

Wyndham's Estate Act, 1854.

tinue to be held by virtue of the Lease or Contract, and in order thereto every such Power, Condition or Right of Re-entry or Determination shall be apportionable and apportioned and shall have effect according to the Intention of the Parties as expressed in that Behalf in the Lease or Contract.

Under-leases not to be forfeited for Nonpayment of Rent or Breach of Covenant as to Lands not comprised therein.

XLVIII. An Under-lease of Part of the Lands comprised in any such original Lease shall not (except so far as is otherwise provided by the original Lease) be liable to Forfeiture, or to the Operation of any Power, Condition, or Right of Re-entry or Determination for Nonpayment of Rent or Breach of Covenant, unless and except only so far as the Nonpayment or Breach happens with respect to the Land comprised in the Under-lease or some Part thereof, and any such Nonpayment or Breach with respect to the Land comprised in any such Under-lease shall not work a Forfeiture or give a Right of Re-entry or Determination with respect to any Land comprised in the original Lease and not comprised in the Under-lease, and the Power; Condition, or Right of Re-entry or Determination in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the original Lease and the Part not comprised in the Under-lease of the Land comprised in the original Lease respectively, as if the original Lease had originally comprised such respective Part alone.

Power to accept Surrenders of Leases.

XLIX. The Tenant in Possession as to Leases to be granted by him, or the Trustees or Trustee as to Leases to be granted by them or him, may, if they or he think fit, accept a Surrender of any Lease of any Part of the Estates subsisting at the passing of this Act or made thereunder.

On resuming Possession under any Power of Re-entry, or otherwise, fresh Leases and Contracts may be made.

L. If the Possession of any Land comprised in any Lease or Contract made under this Act, or comprised in any now subsisting Lease, be at any Time resumed or recovered under any Condition of Re-entry therein respectively contained, or otherwise, then and in every such Case the Trustees or Trustee, or the Tenant in Possession, as the Case shall require, may grant Leases for building and improving and mining Purposes, and enter into Contracts for granting such Leases, and afterwards grant such Leases of the same Premises, in like Manner as if a Lease or a Contract for a Lease thereof had not been previously made.

Powers to make Leases for building, mining, and improving Purposes, on Surrender of existing Leases.

LI. Subject to the Provisions of this Act, the Tenant in Possession as to Leases to be granted by him, and the Trustees or Trustee as to Leases to be granted by them or him, may make any such Lease for building, mining, or improving Purposes, upon the Surrender of any Lease subsisting at the Time of the passing of this Act or granted thereunder,

Wyndham's Estate Act, 1854.

thereunder, and may accept the Surrender as such Part of the Consideration for the Lease as the Tenant in Possession or the Trustees or Trustee may think fit.

LII. Any Lease made or granted under this Act and conformably with the Provisions thereof shall be deemed to be duly made or granted although it was preceded by a Contract, and the Contract was not in all respects in due accordance with the Provisions of this Act, or was not in all respects duly fulfilled, and whether the Lease purport or not to be made in pursuance of a Contract, and notwithstanding any Variation between the Lease and a preceding Contract.

Lease to be valid notwithstanding Variations with Contracts.

LIII. After a Lease is granted conformably with the Provisions of this Act the Contract for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Contract not to form Part of Title to Leases.

LIV. The Tenant in Possession as to Leases to be granted by him, and the Trustees or Trustee as to Leases to be granted by them or him, may from Time to Time confirm any Lease purporting to be made or granted by virtue of this Act, in any Case in which for some technical Error or Informality in making or granting the same, or in entering into the Contract for the same, the Lease is or is apprehended to be void or voidable, or may make or grant any Lease pursuant to the Provisions of this Act in lieu of such Lease for any Estate, Term, or Interest not exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by such Lease, at and under the same yearly Rent as was reserved or limited in or by the original Lease, or may accept the Surrender of any Lands purporting to be leased, and grant any Lease pursuant to this Act of the Land so surrendered, but not for any Estate, Term, or Interest exceeding the then Residue of the Estate, Term, or Interest granted or purporting to be granted by the original Lease, and at and under the same yearly Rent as was or a larger yearly Rent than was reserved or limited in or by the Lease; but no Fine, Premium, or Foregift shall be taken for making any such Confirmation or new Lease.

Power to confirm defective Leases.

Confirmation to be without Fine taken.

LV. Every Covenant entered into by a Lessee for Payment of the yearly Rents reserved, or for or with respect to the building or laying out, improving, or using of the Lands leased to him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting or embellishing any Roads, Squares, or other open Spaces, Sewers, Drains, Watercourses, or other Conveniences, shall bind the Lessee thereof, and his respective Heirs, Executors, Administrators, Appointees, and Assigns respectively.

Covenants by Lessees to run with the Land.

LVI. The Certificate in Writing of the Tenant in Possession as to Leases to be granted by him, or of the Trustees or Trustee as to Leases

Certificates to be Evidence of

Wyndham's Estate Act, 1854.

Counterparts
or Dupli-
cates.

Leases to be granted by them or him, acknowledging the Receipt by them or him of a Counterpart or Duplicate of any Deed executed under this Act shall be Evidence that the Counterpart or Duplicate was duly made and executed and delivered.

Rents on
Leases and
Contracts to
be paid to.
Rever-
sioners.

LVII. The Rent reserved by a Lease or Contract for building or improving Purposes shall be made payable and be from Time to Time paid to the Tenant in Possession of the Lands so to be leased.

Rents, &c.,
payable on
Mining
Leases to be
reserved to
Trustees for
certain
Purposes.

LVIII. All Rents and Royalties to become payable on any such Mining Leases shall be reserved to the Trustee or Trustees of this Act, who shall from Time to Time pay Three Fourths of the same to the Tenant in Possession, and shall from Time to Time, as to Royalties or Rents for Mining Leases in *England*, pay the remaining One Fourth thereof into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery of *England*, to be placed there to the Account in *England* aforesaid; and as to Rents or Royalties for Mines or Minerals in *Ireland* pay the remaining One Fourth of the same into the Bank of *Ireland* in the Name and with the Privity of the Accountant General of the High Court of Chancery in *Ireland*, to be placed to the Account in *Ireland* aforesaid; and the same Monies respectively may be applied and invested, and the Investments therefrom and the Dividends thereof may be holden and applied, in the same or the like Manner as if the Monies from such One Fourth of Rents or Royalties so to be invested were Monies which had arisen from Sales made by virtue of this Act of the Lands under which the Mines and Minerals may be situate in respect whereof such Rents or Royalties shall have been received.

Orders of
Court to be
made on Peti-
tion, Motion,
or Summons

LIX. Every Order of the Court for the Purposes of this Act may be made on Petition in a summary Way, or by Motion or Summons.

Powers of
Act to apply
to all Lands
purchased
under Act.

LX. The several Powers and Provisions of this Act, so far as they respectively are applicable, shall extend and apply and be exerciseable with respect to all Lands from Time to Time purchased or received in Exchange, and settled as by this Act authorized.

Power of
Appointment
of new
Trustees.

LXI. If the said Lord *Naas*, *James Archibald Murray*, and *Henry Sockett*, or any or either of them, or any Trustee or Trustees to be appointed under this Provision, shall die or decline or be incapable or unfit to act in the Powers of this Act, or shall go out of *Great Britain* whilst any such Powers may remain exerciseable, then and in such Case the Court of Chancery in *England* may by Order appoint One or more Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, declining, or being incapable or unfit to act, or going out of *Great Britain*.

LXII. Such

Wyndham's Estate Act, 1854.

LXII. Such new Trustees respectively shall and may in all things act in the Execution of the Powers of this Act as fully and effectually as if they respectively were originally by this Act nominated a Trustee or Trustees.

Powers
of new
Trustees.

LXIII. The present and future Trustees of this Act, and every of them, and their respective Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable respectively only for such Monies as they respectively actually receive by virtue of or under this Act, notwithstanding their respectively giving or signing or joining in giving or signing any Receipt for Conformity, and any One or more of them shall not be answerable or accountable for the others or any other of them, or any of them, for the Acts or Defaults of the other or others, but every of them only for his own Acts or Defaults respectively, and they respectively shall not be answerable or accountable for any Broker, Banker, or other Person with whom any Monies are deposited for safe Custody, or otherwise, in the Execution of this Act, or for any other Misfortune, Loss, or Damage, unless the same happen by or through his or their own wilful Default respectively.

Indemnity of
Trustees.

LXIV. The present and future Trustees of this Act and every of them, and their respective Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Monies coming to their respective Hands under this Act, may retain and reimburse to and for themselves respectively, and allow to their respective Co-Trustee and Co-Trustees, all Costs, Charges, Damages, and Expenses which they or any of them sustain or disburse in or about the Execution of this Act or in relation thereto, or shall be paid or allowed the same under the Provisions aforesaid.

Reimburse-
ment of
Trustees.

LXV. Provided always, That this Act shall not include or affect the Estates called "*Burchetts*" and "*Rogate*," devised by the Second Codicil to the Will of the said *George Obrien* Earl of *Egremont*, or any Part of the same respectively, or any of the Estates in the County of *Cumberland* devised by the said Will.

Act not to
affect certain
Estates.

LXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons by this Act expressly excepted out of this general Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the several Estates specified in the several Schedules, or any of them, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

General
Saving.

[*Private.*]

o o

LXVII. The

Wyndham's Estate Act, 1854.

Exceptions
from gene-
ral Saving.

LXVII. The following Persons are excepted out of the general Saving in this Act contained; to wit, the said *George Wyndham*, the Son of the said *George Obrien Earl of Egremont*, the said Honourable *Algernon Herbert* and *Richard Hasler* the younger, and their Heirs, in their Capacity only of Trustees to preserve contingent Remainders under the Will of the said *George Obrien Earl of Egremont*; the said *Henry Wyndham*, the Son of the said *George Wyndham*, and the Sons of the said last-named *Henry Wyndham*, and the Heirs Male of their respective Bodies; the said *Percy Scawen Wyndham* the Infant, and the Heirs Male of the Body of the said *Percy Scawen Wyndham*; the Fourth and subsequent Sons of the said *George Wyndham*, and the Heirs Male of their respective Bodies; the said *Henry Wyndham*, the Son of the said *George Obrien Earl of Egremont*, and the First and other Sons of the said last-named *Henry Wyndham*, and the Heirs Male of their respective Bodies; the said *Charles Wyndham*, the Son of the said *George Obrien Earl of Egremont*, and the said *George Hugh Wyndham*, *Francis Merrick Wyndham*, *Thomas Joceline Wyndham*, and *Charles John Wyndham*, the Sons of the said *Charles Wyndham*, and the Heirs Male of their respective Bodies; the other Sons of the said *Charles Wyndham*, and the Heirs Male of their respective Bodies; the said *Percy Burrell*, and his First and other Sons, and the Heirs Male of their respective Bodies; the said *Walter Wyndham Burrell* and the said *Charles Raymond Burrell*, the Son of the said *Walter Wyndham Burrell*, and the Heirs Male of his Body; the other Sons of the said *Walter Wyndham Burrell*, and the Heirs Male of their respective Bodies; the said *John Henry Wyndham King*, and his First and other Sons, and the Heirs Male of their respective Bodies; and the other Sons of the said *Charlotte King*, and the Heirs Male of their respective Bodies; the said *William George Earl of Munster*, and his First and other Sons, and the Heirs Male of their respective Bodies; the said *Frederick Charles George Fitzclarence*, and his First and other Sons, and the Heirs Male of their respective Bodies; the said *George Fitzclarence* and *Edward Fitzclarence*, the younger Sons of the said *Mary Countess of Munster*, and the Heirs Male of their respective Bodies; and the said *Jane Countess of Egremont*, the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, *Lawrence Walker*, *Augustin Denis Pinon Duclos* Viscomte de *Valmer* and *Franoes* his Wife, the Honourable *Francis Scott* and *Julia Franoes Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Hugh Wyndham*, *Thomas Heathcote Wyndham*, *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, *Alfred Wyndham*, *Spencer Wyndham*, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, *Charles Henry Wyndham*, *George Wyndham* the elder, *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham* the younger, *Guy Wyndham*,

Wyndham's Estate Act, 1854.

Wyndham, Reginald Wyndham, Wadham Wyndham, and the Heirs and Assigns of the said William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker, and of the said Frances de Valmer, and Julia Frances Laura Scott, and the Sons of the said William Wyndham the Grandson, Edmund Wyndham, Hugh Wyndham, and Thomas Heathcote Wyndham respectively, and the other Sons of the said William Wyndham the Son, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said William Trevelyan Wyndham, Alfred Wyndham, and Spencer Wyndham respectively, and the other Sons of the said Alexander Wadham Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said Alward Wyndham, George Wyndham the younger, John Wyndham the younger, Francis Wyndham the younger, Hugh Wyndham the younger, Alexander Wyndham, Charles Wyndham the younger, Guy Wyndham, and Reginald Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Heirs Male of the Body of the said Wadham Wyndham issuing, and the other Sons of the said George Wyndham the elder, and the Sons of the said Francis Wyndham and Edward Sandford Wyndham, and the other Sons of the said John Wyndham, and the Sons of the said Charles Henry Wyndham, and the Heirs Male of the Bodies respectively of all such Sons respectively issuing, and the right Heirs-at-law and by Custom of the said Testator, George O'Brien Earl of Egremont, or of the said Testator George last Earl of Egremont, and all other Persons to or upon whom any Estate, Right, Title, or Interest, Claim and Demand at Law or in Equity of, in, to, out of, or affecting the several Estates respectively specified in the several Schedules hereto, or to which the Powers and Provisions of this Act are intended to extend or apply, hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will of the said Testator George O'Brien Earl of Egremont, or the Second Codicil thereto, or the herein-before recited Will of the said George last Earl of Egremont, or the said Codicils thereto, and the Acts, Matters, and Things herein-before recited or referred to, or any of them, their Heirs, Executors, and Administrators,

LXVIII. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Wyndham's Estate Act, 1854.

SCHEDULES.

The FIRST SCHEDULE referred to.

LANDS IN YORKSHIRE.

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Wilberfoss	Farmhouse and Land at Newton.	88	2	16	Brown, Thomas.
"	Cottage and Land at ditto	6	2	3	Brown, Thomas.
"	Cottage and Garden at do.	0	0	28	Burn, Charles, and Brown, Thomas.
"	Farmhouse and Land	7	2	34	Bell, William.
"	Cottage and Land at Wilberfoss.	6	2	33	Chapman, John.
"	Farmhouse and Land in the Township of Newton.	154	0	20	Fowler, George.
"	Cottage and Garden at Newton.	0	1	4	Groves, John, and Roberts, James.
"	Ditto ditto	0	0	22	Hayton, George.
"	Cottages and Land at Newton.	0	1	7	Whitaker, John, and Groves, John.
"	Woodland in Newton Township.	4	0	31	In hand.
"	Land at Newton	0	0	20	Kirby, William.
"	Cottage and Garden at Wilberfoss.	0	0	12	Gaul, John.
"	Land at Wilberfoss	0	0	27	Lazenby, Robert.
"	Ditto ditto	0	0	23	Lazenby, Elizabeth.
"	Cottages and Gardens at Newton.	0	0	20	Overseers of Newton.
"	Ditto ditto at Wilberfoss	0	1	15	Overseers of Wilberfoss.
"	Land in Newton Township -	69	2	33	Penrose, John.
"	House, Wheelwright's Shop, and Land at Newton.	3	3	31	Pearson, John.
"	Land at Wilberfoss and Newton Township.	40	1	30	Singleton, John.
"	Cottage and Land at Wilberfoss.	0	3	32	Shaw, Thomas, and Lazenby, Elizabeth.
"	Cottage at Wilberfoss	0	0	28	Shepherdson, George.
"	Land at Wilberfoss	0	0	36	Tilburn, Richard.
Catton	Mill, Cottage, Farm Land, and Buildings at Stamford Bridge.	26	3	20	Rotherford and Potter, Messrs.

*Wyndham's Estate Act, 1854.*The FIRST SCHEDULE—*continued.*

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Scorboro'	Lickham Hall, Farm Lands, and Buildings (except Four Acres Two Roods at the North-East extremity of the said Farm, belonging to George Wyndham)	175	0	20	Hall, James.
Howden	Land in Bishopsoil, on the South Side of Long Lane, leading from Howden to Sandholme, No. 62 on the Tithe Apportionment Plan of the Township of Aselby	5	1	5	Greaves, Richard.
	Lands, Buildings, and Premises in the Township of Aselby, Nos. 9, 31, 36, 40, and 45, on the Tithe Apportionment Plan of the said Township	46	3	23	Dales, Thomas.
Wressle	The apportioned Rent-charge in lieu of Tithes arising out of certain Lands belonging to William Green, Esquire, and others, payable to the Tenant in Possession as Impropiator, and amounting to 28 <i>l.</i> 11 <i>s.</i> 6 <i>d.</i>				
Spofforth and Kirkby Overblows or One of them.	All and singular the Lands, Tenements, and Hereditaments devised by or which now stand limited to the Uses of the Will of the said George Obrien Earl of Egremont, situate and being on the North Side of the Church Fenton and Harrogate Railway	463	2	37	William Greaves and others.
	Land and Buildings on the North Side of the Road leading from Sicklinghall to Clap Gate	7	1	30	George Crossfield.
	All and singular the Lands, Tenements, and Hereditaments in the Township of Linton devised by or which now stand limited to the Uses of the Will of the said George Obrien, Earl of Egremont	736	2	16	William Atkinson and others.
	Plot of Land, Part ancient Enclosure and Part new Enclosure, on Ribstone Common, in the Township of Little Ribstone	4	2	30	Widow Powell.

[Private.]

p p

Wyndham's Estate Act, 1854.

The FIRST SCHEDULE—continued.

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Tadcaster and Newton Kyme, or One of them.	House and Land - -	304	1	34	Addinell, William.
	House, Mills, and Land - -	22	2	8	Allenby, John, Executors of.
	House and Land - -	45	1	34	Archbell, Jane.
	Cottage and Land - -	5	1	20	Bromet, Frances.
	Ditto - -	3	1	1	Backhouse, John.
	House and Land - -	19	2	21	Bywater, Matthew.
	Ditto - -	114	3	22	Bywater and Housman.
	Ditto - -	5	3	10	Bickers, Thomas Linley.
	Cottage and Garden - -	0	1	1	Brown, Edward.
	Land - -	5	2	3	Cottage Allotments, East.
	Ditto - -	7	0	20	Ditto West.
	Cottage and Land - -	6	0	39	Cawood, George.
	Ditto - -	1	2	7	Crabtree, William.
	Land - -	13	1	14	Coulson, Michael.
	Cottage and Land - -	24	2	28	Drake, John.
	House and Land - -	6	0	23	Drake, William.
	Public-house and Land - -	3	1	13	Dyson, John.
	Land - -	0	0	25	Halton Dial Trustees.
	Plantations - -	4	2	22	In hand.
	House and Land - -	23	1	14	Johnson, Robert.
	Buildings and Land - -	6	2	36	Lazenby, Francis.
	Public-house and Land - -	4	1	32	Mitchell, John.
	House and Land - -	13	1	11	Machin, Samuel W.
	Buildings and Land - -	2	2	17	Maude, Edmund and James.
	Land - -	4	1	0	Nicholson, John.
	Cottage and Land - -	28	2	39	Roccliff, Henry.
	Land - -	11	3	37	Ramsden, Annabella.
	Ditto - -	2	0	12	Reynolds, William.
	House and Land - -	45	1	0	Shillitoe, William.
	Ditto - -	57	0	13	Standidge, Thomas.
	Ditto - -	112	3	19	Steel, John.
	Cottage, Buildings, and Land - -	12	3	27	Smith, John.
	Ditto - -	6	2	7	Smith, Richard.
	House and Land - -	4	1	6	Spink, William J. H.
	Cottage and Land - -	7	3	10	Stead, Maria.
	Cottage and Garden - -	0	2	35	Swinden, William.
	Cattle Market - -	0	1	23	Tadcaster Market Committee.
	Land - -	6	3	14	Thomlinson, Richard.
	House and Land - -	13	1	11	Townsley, William.
	Ditto - -	10	2	29	Thompson, Benjamin B.
Cottage and Land - -	12	0	37	Ward, George.	
Land - -	61	0	24	Waterhouse, Henry.	
One hundred and sixty-seven Messuages, small Tenements, and Gardens	-	-	-	Dixon, William, and others.	
The Advowson of Tadcaster.					
The Manor or reputed Manor of Tadcaster, with its Quit and other Rents, Rights, Royalties, and Appurtenances.					

*Wyndham's Estate Act, 1854.*The FIRST SCHEDULE—*continued.*

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Tadcaster and Newton Kyme, or One of them.	The Right of Water and the Fisheries in the River Wharfe. The Right of Wharfage on the Banks of the said River.				
Topcliffe, Thirsk, and Carlton Miniott, some or One of them.	Cottage - - -	0	0	9	Appleton, Thomas.
	House and Land - - -	205	0	13	Barker, John.
	Cottage and Land - - -	6	2	21	Barker, Ann.
	Cottage and Smithy - - -	0	0	20	Boddy, John.
	Cottage and Land - - -	2	1	4	Brigham, Elizabeth.
	Ditto - - -	2	0	33	Braithwaite, Charles.
	House and Land - - -	8	1	25	Bittlestone, Thomas.
	Cottage and ditto - - -	2	3	8	Butterfield, Isabella.
	House and Land - - -	235	3	24	Bamlett, Messieurs.
	Cottage - - -	0	0	10	Cook, John.
	House and Land - - -	113	2	33	Coates, John.
	Cottage and Land - - -	0	3	0	Cartwright, John.
	Ditto - - -	24	2	8	Croft, John.
	Public House and Land - - -	16	3	2	Cooper, Mary and John.
	Cottage and Land - - -	9	2	11	Coopland, William.
	Mill, House, and Land - - -	154	3	27	Coopland and Parnaby.
	House and Land - - -	13	0	20	Dale, Christopher.
	Ditto - - -	170	2	4	Dale, William and John.
	Cottage and Land - - -	3	3	29	Dresser, Ann.
	House and Land - - -	266	2	25	Durham, John.
	Ditto - - -	203	2	5	Durham, Thomas.
	Ditto - - -	141	3	5	Dale, William.
	Cottage and Land - - -	10	1	0	Dickinson, Barnard.
	Ditto - - -	6	0	6	Eshelby, George.
	Ditto - - -	4	0	20	Eshelby, Sarah.
	Ditto - - -	10	2	36	Grainger, Thomas.
	Cottage - - -	0	0	10	Gibson, Rachell.
	Public House and Land - - -	46	1	35	Gill, Jacob.
	Cottage and Garden - - -	0	0	10	Gibson, John.
	Cottage and Land - - -	4	2	32	Graham, Robert.
	Cottage and Smithy - - -	5	1	19	Gregg, Christopher.
	House and Land - - -	67	3	32	Gott, John.
	Cottage and Garden - - -	1	0	25	Hawkins, Rev. H. A.
	Cottage and Land - - -	6	3	18	Harker, Robert.
	Ditto - - -	3	2	22	Hawxwell, Ralph.
	Ditto - - -	2	0	29	Housman, William.
	Ditto - - -	7	1	29	Horner, William.
	Land - - -	29	2	16	Ditto.
	Cottage and Land - - -	2	2	32	Jefferson, James.
	Cottages - - -	1	2	2	Jennings, Jane.
	Cottages and Land - - -	3	2	6	Jennings, William.
	Cottage and Land - - -	7	1	4	Jennings, Thomas.
	Ditto - - -	11	2	16	Jennings and Barker.
	Cottage - - -	0	0	1	Jennings, James.

Wyndham's Estate Act, 1854.

The FIRST SCHEDULE—continued.

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Topcliffe, Thirsk, and Carlton Miniott, some or One of them	Cottage and Land - -	3	2	35	Jackson, James.
	Ditto - - - -	4	1	24	Jackson, Mary.
	Ditto - - - -	4	2	26	Jackson, William.
	Ditto - - - -	7	2	32	Johnson, George.
	House and Brick Yard - -	9	3	21	Kay, Thomas Charles.
	House and Land - - -	252	1	37	Kidson, James.
	Cottage - - - -	0	0	3	Kidson, Margaret and James.
	House and Land - - -	148	2	0	Kidson, William.
	Ditto - - - -	45	0	37	Lascelles, John.
	Land - - - -	35	1	24	Ditto.
	House and Land - - -	106	1	39	Leadley, William.
	Cottage and Land - - -	3	3	15	Lumley, Joseph.
	Ditto - - - -	3	1	0	Metcalf, Thomas, and Son.
	Ditto - - - -	7	1	6	Metcalf, John.
	House and Land - - -	114	1	8	Kidson, Thomas.
	Ditto - - - -	87	0	22	Pickersgill, Thomas.
	Ditto - - - -	136	2	5	Pickard, James and John.
	Ditto - - - -	350	1	17	Pickersgill, William.
	Cottage and Land - - -	4	0	38	Poulter, William.
	Ditto - - - -	4	0	28	Pickersgill, Jane.
	Ditto - - - -	2	3	8	Raisbeck, Henry.
	Ditto - - - -	3	1	12	Raper, John.
	House and Land - - -	161	3	15	Rob, Andrew, Trustees of.
	Ditto - - - -	312	0	21	Rob, John.
	Ditto - - - -	73	1	15	Seward, Thomas.
	Land - - - -	20	3	25	Ditto.
	Cottage and Land - - -	4	0	32	Smithson, Nicholas.
	Cottage - - - -	0	0	8	Swales, George.
	Ditto - - - -	0	0	12	Simpson, Mary.
	House and Land - - -	116	1	9	Shipley, Thomas.
	Cottage and Land - - -	4	1	1	Tinsley, Richard.
	Ditto - - - -	7	1	31	Wetherill, Joseph.
	Ditto - - - -	2	2	23	Wetherill, John.
	House and Land - - -	65	2	34	Wetherill and Yates.
	Ditto - - - -	171	2	0	Whittaker, Mary and James.
	Cottage and Land - - -	2	2	21	Whittaker, James.
	House and Land - - -	239	1	11	Whittaker, John.
	Ditto - - - -	94	2	20	Wright, John.
	Ditto - - - -	59	1	18	Waters, John.
	Cottage - - - -	0	0	4	Webster, John.
	House and Land - - -	213	0	26	Walbran, Thomas.
	Land - - - -	9	0	18	Ditto.
Cottage and Land - - -	3	2	23	Wasse and Chappelow.	
Ditto - - - -	4	2	21	Wasse, John.	
Ditto - - - -	9	1	33	Yates, Christopher.	
Public House and Land - -	5	3	28	Yates, George.	
House and Land - - -	275	3	6	Yates, Christopher and George.	
Plantations - - - -	35	0	25	In hand.	
	The Manor or reputed Manor of Topcliffe, with its Quit and other Rents, Rights, Royalties, and Appurtenances.				

Wyndham's Estate Act, 1854.

The FIRST SCHEDULE—continued.

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Hutton Rudby, Seamer, and Stokesley, some or One of them.	Plantations - - -	32	2	38	In hand.
	House and Land (Lowfield)	330	1	25	Ditto.
	Ditto (Seamer Moor) - -	173	0	26	Ditto.
	Cottage and Land - - -	8	1	36	Appleton, Robert.
	Ditto - - - - -	0	0	22	Bainbridge, Robert.
	House and Land - - -	131	3	7	Barugh, Thomas.
	Cottage and Garden - -	2	0	22	Bell, George.
	Land - - - - -	4	1	23	Carling, John.
	House and Land - - -	203	2	38	Chapman, Ann.
	Cottage and Garden - -	0	0	22	Coates, John.
	Waste - - - - -	0	0	11	Coatesworth, David.
	House and Land - - -	189	0	1	Colbeck, Henry.
	House and Land - - -	231	3	17	Dodsworth, John.
	Garden - - - - -	0	1	11	Fiddler, John.
	Ditto - - - - -	0	1	28	Flintoft, Thomas.
	Cottage and Garden - -	0	2	15	Fortune, John.
	House and Land - - -	4	3	9	Graham, Thomas.
	Ditto - - - - -	7	0	37	Garbutt, Robert.
	Land - - - - -	1	1	31	Ghent, George.
	Cottage and Garden - -	0	0	6	Hansell, Thomas.
	Cottage and Land - - -	3	1	27	Hart, Ellen.
	House and Land - - -	49	3	27	Hart, Thomas.
	Cottage and Garden - -	0	0	6	Harbrow, Ralph.
	Ditto - - - - -	1	2	8	Hardy, William.
	Ditto - - - - -	0	2	34	Hayton, George.
	Cottage and Land - - -	2	3	13	Hayton, Robert.
	Cottage and Garden - -	0	3	8	Hugill, Thomas.
	Garden and Cottage - -	1	2	12	Hume, John.
	House and Land - - -	216	0	12	Johnson, John.
	Cottage and Garden - -	0	0	8	Lister, Robert.
	House and Garden - - -	2	3	12	Lowther, Margaret.
	Cottage and Garden - -	0	0	30	Milestone, William.
	House and Land - - -	9	2	33	Mothersdale, Margaret.
	Garden - - - - -	0	0	35	Newton, Jane.
	Cottage and Land - - -	4	0	25	Orton, Robert.
	Ditto - - - - -	2	2	24	Parkin, Mary.
	Cottage and Garden - -	0	0	19	Pearson, Stephen.
	Ditto - - - - -	0	0	5	Pearson, William.
	Ditto - - - - -	0	0	4	Pinfold at Seamer.
	Garden - - - - -	0	0	18	Ransome, Isabella.
Cottage and Garden - -	0	1	24	Rickaby, Richard.	
Cottage and Land - - -	2	3	30	Robinson, Elizabeth.	
Grass - - - - -	0	0	3	Sayer, John.	
Cottage and Land - - -	2	3	3	Shaw, John.	
School House - - - - -	0	0	5	Seamer School.	
House and Land - - -	121	1	23	Smith, Elizabeth and Christopher.	
Brick Yard and Land - -	23	3	7	Southeran, Robert.	
House, Mill, and Land -	90	1	14	Stamper, Edward.	
House and Land - - -	121	0	15	Stockdale, Christopher.	
Ditto - - - - -	272	0	4	Storry, James.	
Cottage - - - - -	0	0	2	Thompson, Rebecca.	
House and Land - - -	197	0	22	Thompson, William.	

[Private.]

99 +

*Wyndham's Estate Act, 1854.*The FIRST SCHEDULE—*continued.*

Parishes.	Description.	Quantity, or thereabouts.			Occupiers.	
		A.	R.	P.		
Hutton Rudby, Seamer, and Stokesley, some or One of them.	House and Land - - -	51	2	13	Trowsdale, Isaac.	
	Ditto - - -	139	3	33	Tweddle, John.	
	Garden - - -	0	1	1	Walfoot, William.	
	Cottage and Land - - -	2	3	25	Waller, Samuel.	
	Garden - - -	0	0	8	Waller, Robert.	
	House and Land - - -	21	0	34	Watson, Fawell.	
	Ditto - - -	220	3	7	Walton, Robert.	
	Ditto - - -	95	0	34	Webster, Robert.	
	Cottage and Garden - - -	0	0	2	Williams, John.	
	Ditto - - -	0	0	23	Wood, Margaret.	
		The Manor or reputed Manor of Seamer, with its Quit and other Rents, Rights, Royalties, and Appurtenances.				
		The Advowson and Right of Presentation to the Perpetual Curacy of Seamer.				
	And all other Lands, Tenements, and Hereditaments (if any) devised by or which now stand limited to the Uses of the Will of the said George O'Brien Earl of Egremont in the Parishes of Tadcaster, Newton Kyme, Topcliffe, Thirsk, Carlton Miniott, Hutton Rudby, Seamer, and Stokesley, or any or either of them, or in any of the Townships belonging to the said several Parishes, or any or either of them.					
Holy Trinity, Micklegate, in the County of the City of York.	Dwelling House, Garden, Croft, and Premises situate on the Mount.	-	-	-	William J. Clutton.	

William J. Clutton.

Wyndham's Estate Act, 1854.

The SECOND SCHEDULE referred to.

LANDS IN SUSSEX, SURREY, AND SOUTHAMPTON,
TO BE SOLD OR EXCHANGED.*In the County of Sussex, unless otherwise noted.*

Parishes.	Descriptions.	Quantity, or thereabouts.			Tenants.
		A.	R.	P.	
Bramley, in the County of Surrey.	Bramley House, Mill, and Lands.	60	0	6	Edward Jekyll and Samuel Hooper.
Brighton - -	East Lodge House and Grounds.	-	7	-	George Wyndham.
	Studio adjoining same -	-	-	-	Henry Venn Elliott.
Upper Beeding -	Tottington Farm and Cottages.	407	0	2	William Randall and others.
" - -	Woodlands and other Lands	132	2	28	George Wyndham.
	The Manor of Tottington, with its Rents, Rights, Royalties, and Appurtenances.				
Coombes, Bramber, and Buttolphs, or some or One of them.	Applesham Farm and Lands	1,262	3	30	John Hampton and Sons.
Coombes - - -	The Perpetual Advowson of the Rectory of Coombes.				
" - - -	Seven Cottages and Gardens.	1	0	25	Several Occupiers.
Edburton - -	Truleigh Farm Lands and Buildings.	559	3	10	John Tribe the younger and others.
Kingston by Sea -	The Perpetual Advowson of the Rectory of Kingston by Sea.				
Lancing - - -	Pad Farm Lands and Buildings.	86	2	19	James Penfold.
" - - -	Cottage and Garden adjoining same.	0	1	0	James Gummery.
" - - -	Market Garden - - -	2	2	8	William Bushby.
" - - -	Ditto - - - - -	3	0	8	James Bashford.
" - - -	Ditto - - - - -	3	0	8	Henry Bartlett.

*Wyndham's Estate Act, 1854.*The SECOND SCHEDULE—*continued.*

Parishes.	Descriptions.	Quantity, or thereabouts.			Occupiers.
		A.	R.	P.	
Mayfield - -	Pennybridge Farm Lands and Buildings.	208	2	36	Thomas Stevenson.
Newtimber - -	Saddlescomb Farm Lands and Buildings.	904	2	5	Martin Robinson.
Newtimber - -	Cottages and Gardens -	1	0	0	Several Occupiers.
Ditto, and adjoining Parishes.	The Manor of Saddlescomb, with its Rents, Rights, Royalties, and Appurtenances.				
Rudgewick, Sussex, and Ewhurst, Surrey.	Harmongers Farm Lands and Buildings.	252	2	28	William Jelley and others.
Shipley and West Grinstead.	Perrylands and Pratts Farm Lands and Buildings.	148	3	30	Michael Agate, William Cherryman, and James Edwards.
" - -	The Perpetual Advowson of the Rectory of West Grinstead.				
Sompting - -	Cokeham and Halewick Farms, Lands, and Buildings.	331	2	3	Penfold, John.
" - -	Land adjoining ditto, purchased of Thomas Pink.	11	0	0	Ditto.
" - -	Halewick Farmhouse -	0	1	15	Francis Leadbitter and others.
" - -	Cottage & Market Garden -	1	1	15	Henry Bartlett.
" - -	Price's Brooks - -	6	3	34	Henry Tate.
" - -	Smith's Shop, House, and Lands.	0	1	1	Richard Pink.
Ditto and adjoining Parishes.	The Manor of Cokeham, with its Rents, Rights, Royalties, and Appurtenances.				

Henry G. Brydone.

Wyndham's Estate Act, 1854.

The THIRD SCHEDULE referred to.

LANDS IN IRELAND.—COUNTY OF CLARE.

Bunratty Barony.

Denominations.	Contents, Irish.			Tenants.	Tenancy.
	A.	R.	P.		
Knocklissheen -	274	1	6	R. D. Matthews and others -	From Year to Year.
Ballycairns -	469	0	0	McNamara Elligot and others -	Ditto.
Dromgiely -	117	0	0	Pat McNamara and others -	Ditto.
Drumgranabeg -	54	0	0	Michael Moran -	Ditto.
Ballymacunna -	156	1	33	Pat Byrnes and others -	Ditto.
Coolbane -	47	0	35	Coffey and Brody -	Ditto.
Bearnafinchin, East -	125	3	21	William Kean -	Ditto.
Bearnafinchin, West -	71	0	23	Michael Arthur -	Ditto.
Knockaclara -	85	0	27	John Molony and others -	Ditto.
Corriderry -	309	3	33	Michael Keefe and others -	Ditto.
Carrigard -	86	0	38	William Arthur -	Ditto.
Carlmedoty -	141	3	5	James Mungovan and others -	Ditto.
Muckerish -	225	3	24	Robert Malcolm and others -	Ditto.
Clonkerry -	103	0	16	Nicholas Fitzgerald and others -	Ditto.
Carrue Keale -	85	0	17	Michael Keefe and others -	Ditto.
Kiltonlagh -	35	1	32	John Thomas Lingard -	Ditto.
Coolshamrogue -	68	2	0	Mary Hallinan -	Ditto.
Moyhill -	230	3	8	John O'Halloran, Esq., and others.	Ditto.

Tulla Barony.

Cappa Oil Mills -	139	2	0	Robert Frost and others -	Ditto.
Clonfadda -	416	1	16	Michael Digan and others -	Ditto.
Ditto, House Part -					
Ditto, Part of ditto -					
Ditto, Ballyheigue -	660	2	0	John Obrien and others -	Ditto.
Garronboy -					
Ditto, Slate Quarry.	499	3	0	Pat Roughan and others -	Ditto.
Carruebane -					
Do., Mountain -	955	0	0		
Munmore -	191	0	29	Thomas Flannigan and others -	Ditto.
Coolreigh Castle -	380	0	38	Molony and Nugent -	Ditto.
Ballysheene -	409	3	8	Darby Markham and others -	Ditto.
Rathmore -	215	1	32	William Russell -	Ditto.
Rathbeg -	91	2	30	Mary Corry and others -	Ditto.
Aherina -	742	2	0	Mary Ryan -	Ditto.
Killinenagh -	1,991	1	18	James Brody -	Ditto.
Lissofin -	1,596	3	1	Cornelius M'Grath and others -	Ditto.
Moygallow -	61	2	0	James Butler -	Ditto.
Part of ditto -	83	2	0		
Corlea -	334	0	0	John Keogh -	Ditto.
Ballymulcashel -	102	3	0	Michael Murphy -	Ditto.
Clonteeny -	88	2	22	Thomas Conheedy -	Ditto.

[Private.]

r r

*Wyndham's Estate Act, 1854.*The THIRD SCHEDULE—*continued.**Islands Barony.*

Denominations.	Contents, Irish.			Tenants.	Tenancy.
	A.	R.	P.		
Knockanira - -	158	1	32	J. F. Clarke - - -	From Year to Year.
Lannagh and Gurt- nagehy. - -	1,363	0	0	Edmund Breene and others - -	Ditto.
Innishlowe - -	80	0	33	Thomas Kelby - - -	Ditto.
Innistubberitt - -	51	0	6	James O'Gormon - - -	Ditto.
Manusmore - -	523	0	8	James and Terence Healy - -	Ditto.

Town of Ennis.

Tolls and Customs, &c. of Ennis. - -	-	-	-	John M'Beth - - -	Ditto.
Howe's Tenements - -	-	-	-	Robert Mahon - - -	Ditto.
O'Griphas Tenements } McNamara's - - } Daniel's Plot - - } Roe's & McNamara's } Arthur's Tenements - - }	-	-	-	John Harley and Pat Hickey {	Lease of 28 Years from March 1852.
Creagh's ditto - -	-	-	-	Charles Mahon's Representa- tives. - - -	Lease of 80 Years from March 1788.
Fitzpatrick's ditto - -	-	-	-	Matthew Kenny, Esq., and others. - - -	Tenants at Will.
	-	-	-	James Stewart's Representa- tives. - - -	Lease of 80 Years from March 1799.

Clonderalaw Barony.

Croveraghan - - } Part of ditto - - }	303	3	0	James O'Donnell and others - {	Tenants from Year to Year.
Ditto and Inisherik - -	17	1	9		
Coogy, East - -	200	1	32	James Quillinan and others -	Ditto.
Do., West - -	213	0	12	Martin Dillon ditto - -	Ditto.
Moyralla - -	423	3	36	John Greene ditto - -	Ditto.
Dernagehy - -	130	1	0	William Studdert - - -	Ditto.
Innishmore - -	143	3	10	Thady Cullinan and others -	Ditto.
Part of ditto - -	124	1	30		
Erribul - -	486	1	0	Thomas Myers ditto - -	Ditto.
Carrowniskey - -	448	1	11	Rev. M'Roughan ditto - -	Ditto.

Ibrickane Barony.

Glascloone - -	416	3	0	Michael Byrnes and others -	Ditto.
Tithes of Kilchrist - -	-	-	-	In hand.	
Ditto Buncraggy - -	-	-	-	Lord Conyngham.	
Ditto Tramroe - -	-	-	-	In hand.	
Knockanalbony - -	528	3	20	Francis Casey's Representatives	Depends on the Life of Francis Casey, Esq.
Clohanemore and Kil- } corcoran - - }	815	1	0	Thomas Morony's Represen- } tatives - - }	31 Years from March 1827.
Shanavogh - -	413	1	0		
	748	3	0	James O'Dwyer's Representa- tives. - - -	31 Years from May 1830.
Tithes of Kilmurry, } J. Crickane - - }	-	-	-	In hand.	
Tithes of Kilfintinan - -	-	-	-	In hand.	

*Wyndham's Estate Act, 1854.*The THIRD SCHEDULE—*continued.**County of Limerick.*

Denominations.	Contents, Irish.			Tenants.	Tenancy.
	A.	R.	P.		
Fédamore and Fairs of ditto.	771	3	32	E. J. Synan and others -	From Year to Year.
Ballyca - - -	67	2	0	Edmund O'Brien and others -	Ditto.
Castlechiggin - -	67	2	0	John Ryan's Representatives -	Ditto.
Garryprasky - - -	95	0	0	Richard Maurice and Widow Power.	Ditto.
Moylrath - - -	77	1	0	John Ryan - - -	Ditto.
Tonarie - - -	40	3	0	H. Considine, Esq. - - -	Ditto.
Gurtnaboula - - -	15	0	16	Widow Harty - - -	Ditto.
Fanningstown - -	638	2	36	Mrs. Cleary and others -	Ditto.
Ballinveala - - -	215	1	5	Patrick Dundon and others -	Ditto.
Garrydoolesk - - -	192	0	0	John Burke and others -	Ditto.
Kilderry - - -	521	2	24	Patrick Sheehan and others -	Ditto.
Corelish and Grallagh	247	3	35	William Dwyer and others -	Ditto.
Gurtnalusty - - -	11	3	21	John Beary - - -	Ditto.
Fanilish and Ballyvoneen - - -	171	1	28	Cornelius Ryan and others -	Ditto.
Gortaquin and Killeenaveragh - - -	15	2	0	John Carroll and others -	Ditto.
	125	2	0		

City of Limerick.

Earls House - - -	-	-	-	Michael Wall - - -	31 Years from September 1853.
-------------------	---	---	---	--------------------	-------------------------------

County of Tipperary.

Kilmastulla - - -	176	3	10	Martin Mara and others -	From Year to Year.
-------------------	-----	---	----	--------------------------	--------------------

FEE FARMS—*Bunratty Barony.*

Denominations.	Yearly Rents.			Tenants.
	£	s.	d.	
Doolick - - -	25	7	1	P. R. England's Representatives.
Annabeg - - -	79	17	8½	Charles M'Donnell's "
Castlebank - - -	49	16	9½	George Quin's "
" - - -	49	16	9½	Anthony Copley's "
Ballymaley - - -	9	10	2	Richard Henn's "
Athlonchart - - -	9	18	5	Jeremiah Jackson's "
Shanakeile - - -	5	14	6	" " "
Fomerlow - - -	5	14	8	Thomas Hickman and Representatives of others.
Bunratty Castle - -	113	11	10	Thomas Studdert.
Clonmunny - - -	176	19	6½	John Westropp.
Drumline - - -	66	5	7	Thos. Westropp's Representatives.
Ballycasey - - -	98	18	4½	John Miller.
Ballyhenisa - - -	19	16	0	Edward Fitzgerald's "
Inish McNaughton -	32	12	0	Henry O'Brien's "
Inchicronan - - -	56	4	7½	James Butler's "
Rathvirgin - - -	14	4	11	" " "
Island McNevin - -	21	13	11	Edward Fitzgerald's "
Doonmulvihill - -	49	8	5½	James Butler's "

*Wyndham's Estate Act, 1854.*The THIRD SCHEDULE—*continued.**Bunratty Barony—continued.*

Denominations.	Yearly Rent.	Occupiers.
	£ s. d.	
Ballynacraggy - -	49 16 9½	Sir Edward Obrien's Representatives.
Ballaghboy - -	7 1 7	" "
Dromoland - -	64 5 5	" "
Ballyhanan & Poulmore.	3 17 0½	B. Westropp, Assignee of R. Hickman.
Dromdoolaghtna - -	2 3 6½	James Sexton's Representatives.
Kilbrickanebeg - -	20 12 6	James McDonnell's "
Bonahow - -	8 19 6	James Butler's "
Ballycar - -	37 17 10	John Colpoyse's "
Muckinagh - -	0 1 0	George Studdert's "
Cratlokeile - -	24 13 0	William Monsell, Assignee of Sir L. Obrien.
Pheenagh - -	33 3 2	Edward Wilson's Representatives.
Siercy - -	3 16 7	Giles Vandeleur's "
Ballyluddane, West - -	18 19 6	Henry Jever's "
Bunratty Park - -	66 5 7	F. and E. D. Alton's "
Cranagher - -	18 7 7	Nicholas Bindon's "
Pheenish Island - -	18 19 6	Henry Obrien's "

Tulla Barony.

Cappa Castle - -	24 10 6½	John Hickie's Representatives.
Six Mile Bridge - -	115 0 7½	Sir Edward Obrien's "
Ballycogerane - -	2 13 0½	Marcus Patterson's "
Island Coskerry - -	11 5 9	John Purdon's "
Cullane - -	20 12 7	John Reddon's "
Leacarowbeg - -	2 10 8½	F. M'Namara's "
Fahyhallurane - -	54 3 3	James Molony's "
Cappa Lodge - -	28 8 8	Thomas Spaight's "
Bealacullen - -	16 0 2	Richard Wilson's "
Tierovanin - -	18 19 6	James Molony's "

Islands Barony.

Clonroad Castle and Lands.	57 12 11	Francis Gore's Representatives.
Abbey Ennis - -	7 7 7	" "
Liffords - -	39 11 0½	" "
Bealachorick - -	97 11 2½	Christopher Obrien's "
Lismoylebree dy - -	14 2 6	P. R. England's "
Burren - -	60 7 5	R. Hickman's "
Coney Island - -	28 8 7	Richard Henn's "
Kilnacally - -	17 1 7	Henry Ward's "
Clare Castle Ground and Tenement.	78 4 5½	Thomas Hickman's "
Cahircallamore - -	21 0 10½	J. England's "
Town of Clare Knock and Lissane.	40 4 5	Thomas Hickman's "
Carhuenelly - -	39 11 0½	George Stamer's "

*Wyndham's Estate Act, 1854.*The THIRD SCHEDULE—*continued.**Islands Barony—continued.*

Denominations.	Yearly Rent.	Occupier.
	£ s. d.	
Clare Glebe - - -	6 19 7	Board of First Fruits „
Barntick - - -	47 16 6½	Thomas Hickman's Represen- tatives.
Carhuekoyne - - -	15 18 5	„ „
Darraghs - - -	41 4 1	J. and E. Burton's „
Clare Abbey - - -	42 12 6	Spaight and Vandeleur's „
<i>Town of Ennis.</i>		
J. England's Tene- ments.	6 18 2	P. England's Representatives.
Several ditto - - -	48 15 6	Francis Gore's „
Laurence Creagh's do.	5 16 11½	James Sexton's „
Mills of Ennis - - -	42 12 6	Francis Gore's „
Conway's Tenements -	1 2 3½	Francis Kent's „
Part Cruice's do. - -	3 2 4½	David Bindon's „
„ do. - - -	1 18 11	William Gabbett's „
Woulfe's do. - - -	2 1 3	Francis Casey's „
Mathews' do. - - -	3 2 5	Nicholas Bindon's Representa- tives.
Hone's do. - - -	9 17 4	Anthony Wall's „
John O'Griphas' do. - -	2 1 3	Charles Mahon's „
White's do. - - -	2 1 3	James Butler's „
Clanchy's do. - - -	3 0 1	Francis Casey's „
<i>Clonderalaw Barony.</i>		
Cannon Island - - -	9 10 2	Richard Henn's Representatives.
Effernane - - -	11 16 4	William Henn's „
Dromonduff - - -	6 13 6	James Vandeleur's „
Ballynegard - - -	19 16 0	Richard Henn's „
<i>Moyarta Barony.</i>		
Cloninagh - - -	56 16 4	Mart. McMahon's Representa- tives.
Doonmore Castle - - -	34 16 4	F. Hickman's „
<i>Corcumroe Barony.</i>		
Inishtimond - - -	37 0 5	John O'Brien's Representatives.
Liscanner - - -	13 13 0½	William Fitzpatrick's „
<i>Inchiquin and Bunratty Baronies.</i>		
Moyery Castle - - -	79 1 1½	Robert Hickman's Representa- tives.
<i>Burren Barony.</i>		
Bainroe and Poulbane	42 12 6	Sir D. O'Brien's Representatives.

[Private.]

S.S

*Wyndham's Estate Act, 1854.*The THIRD SCHEDULE—*continued.**Ibrickane Barony.*

Denominations.	Yearly Rent.	Occupiers.
	£ s. d.	
Scrapul - -	22 19 11	Sir D. O'Brien's Representatives.
Part of ditto - -	22 19 11	E. D. Alton's "
Quiltie - -	7 2 8½	Francis Burton's "
Kilfarboy - -	47 8 2	William Fitzgerald's "
Ballyvaskin - -	19 16 0	" "
Shandrom - -	14 2 6	Charles McDonnell's "
Moygh, &c. - -	82 19 2½	William Fitzgerald's "
Killards - -	40 7 8½	James Westropp's "

FARMS RENEWABLE FOR EVER.

Bunratty Barony.

Ballycuneen - -	19 16 0½	Michael Hickie's Representatives.
-----------------	----------	-----------------------------------

Town of Ennis.

Casey and Creagh's Tenements.	7 12 2	James Mahon's Representatives.
Bryan Goodwin's do. -	3 16 7	Edward Armstrong's "

Inchiquin Barony.

Turkinagh - -	8 13 8½	Francis Upton's Representatives.
---------------	---------	----------------------------------

Ibrickane Barony.

Doonagan - -	} 42 12 6	Francis Casey's Representatives.
Core - -		
Clonlaghine - -		
£	2,999 1 3	

And all and singular other (if any) the Lands, Tenements, Fee-farm and other Rents and Hereditaments in the Counties of Clare, Limerick, and Tipperary, or any or either of them, in Ireland, devised by or which now stand limited to the Uses of the Will of the said George O'Brien Earl of Egremont (save and except the Lands of Doonsallagh, Emlagh, Cahirush, Killarnan, Clohanebeg, Carrhueduff, Kildeemon, Freigh, and Glandyne, all which said excepted Lands are situate in the Barony of Ibrickane, on or near the Western Coast of the County of Clare, and contain together Three thousand four hundred and sixty-three Acres Irish Measure, or thereabouts).

Wainright Crowe.

Wyndham's Estate Act, 1854.

The FOURTH SCHEDULE referred to.

LANDS IN SUSSEX,

TO BE EXCHANGED.

Parishes.	Descriptions.	Quantity, or thereabouts.			Tenants.
		A.	R.	P.	
Amberley - -	The Deadman - -	10	0	32	William Bird and others.
Amberley, North- stoke, and Hough- ton, or some or One of them - }	Chalkpits and Land -	18	2	10	John Tribe.
Amberley - -	The Thorndell - -	48	3	11	Ditto.
Bignor - -	Messuage and Land -	11	1	30	Tupper and others.
Billingshurst, Pul- borough, and Wis- borough Green, } some or One of them - - }	Newbridge Farm Lands and Buildings.	174	0	15	Richard Farhall.
	Cottage and Garden -	0	1	25	Daniel Ethridge and another.
Bury - -	Lands and Buildings -	45	0	0	Francis Fuller.
	Three Cottages - -	1	0	0	Henry Strugwick and others.
Pulborough - -	Barns and Lands - -	12	3	12	James Cheesmar.
	Moleseys and Horsebridge Farms, Lands, and Build- ings - - }	32	3	4	John Clement's Representa- tives.
	Cottage and Garden adjoining Moleseys and Horse- bridge Farms - - }	0	0	30	Benjamin Verrall, alias Far- hall.
	Land at Northheath -	29	3	24	James Comper's Representa- tives.
	Broomershill, Northheath, and Cokehurst Farms, } Lands, and Buildings - }	197	2	22	John Jupp and his Under- tenants.
	Three Cottage Tenements adjoining the above - }	0	0	38	John Lidbetter and others.
	Land and Buildings - -	7	2	31	Thomas Netley.
	Cottage and Garden ad- joining the same - }	0	1	12	Ditto, and Henry Hampshire.
	Cottage and Garden at Northheath - - }	0	1	4	John Miham.
	Westlands and Little Beed- ings Farms, Lands, and Buildings - - }	69	2	23	James Hughes and Thomas Sparry.
Northstoke - -	All and singular the Lands, Tenements, and Heredi- taments devised by or which now stand limited to the Use of the Will of the said George O'Brien Earl of Egremont - }	927	1	1	John Drewitt and Twelve Cottage Tenants.

*Wyndham's Estate Act, 1854.*The FOURTH SCHEDULE—*continued.*

Parishes.	Descriptions.	Quantity, or thereabouts.			Occupier.
		A.	R.	P.	
Northstoke - -	The Rectory and Rectorial Tithes of the Parish of Northstoke. The Advowson and Right of Presentation to the Perpetual Curacy of Northstoke.				
Storrington - -	Hurston-place Free Lands and other Lands.	526	2	4	Richard Emery.
	Hurston-street Perrotts and Mooches Farms, Lands, and Buildings, and Lands adjoining	374	1	27	William and Richard Heath.
	Mooches Meadow - -	4	2	10	Ditto.
	Messuages and Land - -	4	2	0	Various Occupiers.
	Wickford Meadow - -	2	2	15	John Jupp.
Sullington - -	Sullington Farm Lands and Buildings.	696	3	31	Henry Hardwick.
	Chantry Mill and Lands -	20	0	28	Edward Willmer.
	Cottages and Gardens -	1	1	11	John Lisher and others.
	Roundabouts Common -	0	3	20	William and Richard Heath.
Upwaltham - -	Benges and Waltham Woods	144	0	32	George Wyndham.
Wisborough Green -	Pallingham Farm Lands and Buildings.	261	2	17	John Mellersh.
	Pallingham Quay and Rumbeams Farm Lands and Buildings.	117	3	4	Edward Evershed and Charles Steer.
	Woodlands - -	72	3	13	George Wyndham.
	Cottages and Garden -	0	1	2	Arthur Beer and George Mann.
Ditto, and adjoining Parishes.	The Manor of Pallingham, with its Rents, Rights, Royalties, and Appurtenances.				

Henry G. Brydone.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.