



ANNO VICESIMO & VICESIMO PRIMO.

VICTORIÆ REGINÆ.

Cap. 4.

An Act to enable the Trustees of the Will of the late *Francis* Duke of *Bridgewater* to complete the Purchase of the *Runcorn and Weston* Canal, and to enable such Trustees more effectually to administer the Trusts of the Will of the said Duke. [25th August 1857.]

WHEREAS by an Act passed in the Session of the Fourteenth and Fifteenth Years of Her present Majesty, intituled *An Act to enable the Trustees of the Will of the Most Noble Francis Duke of Bridgewater to make Conveyances in Fee or Demises for long Terms of Years of his Trust Estates, and more effectually to administer the Trusts of the Will of the said Duke*, it was (amongst other things) recited to the Effect that *Francis* then late Duke of *Bridgewater* (deceased), by his last Will and Testament in Writing, dated the Twenty-eighth Day of *January* One thousand eight hundred and three, devised certain Manors and Hereditaments in the Counties of *Salop, Chester, Hertford, Buckingham, York, and Durham* to *John William Egerton*, afterwards and then late Earl of *Bridgewater*,
[Private.] h (deceased,)

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(deceased,) his Heirs and Assigns for ever, upon condition that he, his Heirs, Issue, and Assigns, should within the Period thereby limited convey and assure certain Manors and Hereditaments in the County of *Lancaster* comprised in certain Indentures, dated respectively the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, to the Use of the Testator's Trustees therein-after named, discharged of all Estates Tail, Remainders, and Reversions, and upon the same or the like Trusts as were therein-after declared of his Canal and Real Estates in *Lancashire*, and that the Testator devised a Capital Mansion House and other Hereditaments in the County of *Middlesex* and certain Chattels to and to the Use of Sir *Archibald Macdonald*, *Edward Venables Vernon* (at the Time of the making of the Duke's Will Bishop of *Carlisle*, and afterwards Archbishop of *York*), and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, for all the Testator's Estates and Interests therein, nevertheless in trust to permit the same to be held, occupied, and enjoyed by the Person or Persons who from Time to Time should be entitled to the Income of and ultimately to his Canal and Trust Estates therein-after mentioned, and for the same or the like Terms and Estates, and with, under, and subject to the same or the like Provisoos and Conditions, as he, she, and they respectively should for the Time being be entitled to the same, and in the same or the like Shares and Proportions as he, she, or they respectively should be so entitled, and that the Testator devised and bequeathed all his Manors, Messuages, Farms, Lands, Tenements, Collieries, and Hereditaments in the Counties of *Lancaster* and *Chester* and each of them, (except the Land and Hereditaments at or in *Marbury* in the County of *Chester*, therein-before devised,) and also his Canal in the same Counties, and the several Branches thereof, either in or out of the said Counties, and all Grounds occupied therewith or purchased for the Convenience of the same, and all Wharves, Warehouses, Engines, Buildings, and Premises annexed or belonging to the same Canal, or used or building or to be built for the Convenience thereof, together with divers Articles of Personalty (being the Capital, Trading Stock, and Floating Capital of the Canal), subject nevertheless to the Payment of the Debts owing at the Testator's Death on account of the same Concern, and which were to be paid out of the same Concern, in exoneration of the Residue of the Testator's Personal Estate, and also certain Manors and Hereditaments in the County of *Northampton*, with the Appurtenances, unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, for all the Testator's Estate and Interest therein respectively, nevertheless upon trust that the Trustee or Trustees thereof for the Time being should during the Term of One hundred and twenty Years from the Testator's Death, if *George Granville Leveson Gower Sutherland*
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Earl Gower, afterwards Duke of Sutherland, and since deceased, Francis Leveson Gower, late Francis Egerton Earl of Ellesmere, the said Sir Archibald Macdonald, Edward Archbishop of York, and the several Children of the respective Marriages of the said Sir Archibald Macdonald and his then Wife, and Edward Archbishop of York and his then Wife, who should be living at the Testator's Death, and also the Persons who at the Testator's Death should be Lords Spiritual and Temporal of the United Kingdom, and have taken their Seats in the House of Lords, or any or either of them the said late Duke of Sutherland, the said late Earl of Ellesmere, Sir Archibald Macdonald, Edward Archbishop of York, and Children of the respective Marriages of the said Sir Archibald Macdonald and Edward Archbishop of York, and their then Wives, and Lords Spiritual and Temporal, should so long live, and also during the further Term of Twenty Years from the Determination of that determinable Term of One hundred and twenty Years, permit the last-mentioned Manors, Farms, Collieries, Canal, and the Capital and Trade thereof, and the Receipt of the Rents, Income, and Profits thereof, and the Time of felling Timber Woods and Coppices, and the Drainage of the Testator's Trust Estates, to be under the sole Care, Direction, Management, and Control of the said Robert Haldane Bradshaw during his Life, or till he should think fit to resign his Appointment of Superintendent, and after his Death or Resignation then of such Person as he should in manner therein expressed appoint to be his Successor, and in case he should appoint his Son William Rigby Bradshaw to be his Successor, then of such Person as the said Robert Haldane Bradshaw should appoint to be the Successor of his Son, and also of such Persons as the said Robert Haldane Bradshaw should appoint to act till the Time or Event at which the Office of the said Son should commence, and after the Death or Resignation of the Person or Persons (if any) to be so appointed, or in case of any Failure in the said Robert Haldane Bradshaw to appoint such Successor, and also on the Death, Resignation, or Refusal to act of the Person who from Time to Time should be so appointed, then of such One Person as should from Time to Time be appointed by Writing under the Hand of the Testator's Trustee or Trustees, with the Approbation of the Person or Persons who from Time to Time should be entitled to the Receipt of the yearly Profits and Income arising from the said Trust Estates, or if such Person or Persons should be under the Age of Twenty-one Years, then of the Guardians of the Person or Persons so being under Age and entitled, and that the Testator directed that the said Robert Haldane Bradshaw, and the Person who for the Time being should be appointed as his Successor, should be and be considered as and styled the Superintendent of the said Estates, Collieries, Canal, and Trade, and that the Testator further directed that the Superintendent should have the Powers and Authorities,

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Authorities, Rights and Privileges, therein expressed concerning the Management of the Trust Estates and Property, and the Business of the Canal, and the Trade thereof, and that the Testator directed that the Income of his Trust Estates, Canal, and Trade which should become due during those Terms should belong to and be held in trust for the Person or Persons therein and herein-after mentioned, and for the respective Times therein and herein-after expressed, (that is to say,) in trust for the said late Duke of *Sutherland* for Ninety-nine Years, if he should so long live, and those Terms or either of them should so long continue, and after the Determination of that determinable Term of Ninety-nine Years, then in trust for the said late Earl of *Ellesmere* for Ninety-nine Years, if he should so long live, and those Terms of One hundred and twenty Years and Twenty Years, or either of them, should so long continue, and if he should within Three Calendar Months after he should become entitled to the Receipt of such Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, subject nevertheless to determine when and if he should become Marquis of *Stafford*, or would have been Marquis of *Stafford* under the then present Limitation of that Dignity, if then subsisting, and after the Determination of the Estate or Interest of the said late Earl of *Ellesmere*, in trust for the First, Second, Third, Fourth, Fifth, and Sixth and all and every other subsequent born Son of the said late Earl of *Ellesmere*, severally and successively according to Priority of Birth, and after the Determination of the Estate and Interest of each of those Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who from Time to Time should answer the Description of Heir Male of his Body, or who, in the Case of the Death of his Parent, if such Death had taken place, would be the Heir Male of his Body under an Estate Tail limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and those Terms of One hundred and twenty Years and Twenty Years, or either of them, should so long continue, and if he should within Three Calendar Months after he should become entitled to the Receipt of such Income take and thenceforth continually use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons and the Person who for the Time being should answer, or in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, yet nevertheless so that the Term or Estate of each such Son and Person respectively

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respectively should cease in favour of the Person or Persons to be next entitled by way of Remainder when and if, and as soon as he should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity, if then subsisting, so that no Person except the said late Duke of *Sutherland*, being Marquis of *Stafford*, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity, if then subsisting, might from and after the Time that such Person should become Marquis of *Stafford*, or in case of the Continuance of that Dignity would be Marquis of *Stafford*, should become or continue to be entitled to all or any Part of such Income, with divers Remainders over from and after the Determination of the respective Estates and Interests of the First and other subsequent born Sons of the said late Earl, and of the Person who for the Time being should be or who in case of the Death of his Parent would be the Heir Male of the Body of the same Sons respectively during those Terms of One hundred and twenty Years and Twenty Years, and that the Testator also directed that each of those determinable Terms of Ninety-nine Years should commence from the Time when the Person respectively to whom the same Term was limited should become entitled to the Income of all or any Part of the same Trust Estates, Canal, and Trade respectively under the Limitations or Trusts therein-before contained, and further that in case the Limitations or Trusts therein-before contained to or in favour of Persons unborn could not take effect precisely in the Order in which they were directed to take place, and there should consequently be any Suspension of the beneficial Ownership by reason that the Persons entitled to take under the same Limitations or Trusts should not be born, then and in that Case the Income of the Testator's Trust Estates, Canal, and Trade should during such Suspension of Ownership belong to and be enjoyed by the Person or Persons for the Time being entitled, or who, in case there had not been such Suspension of Ownership, would from Time to Time have been entitled, to the next Estate in Remainder, subject nevertheless to the Right of any Person or Persons to be afterwards born, and who would have been entitled under any prior Limitation of Trust to have, receive, and take the Income of the Testator's Trust Estates, Canal, and Trade from the Time of his or their actual Birth or respective Births, yet nevertheless without Prejudice to the Trusts herein-before contained for Accumulation of Part of such Income during Minority, and that the Testator directed that from and after the Determination of those Terms of One hundred and twenty Years and Twenty Years all the Trust Estates and Trust Property should be conveyed by his then Trustee or Trustees thereof to such Person or Persons as would at that Time be entitled to the same, either by Purchase or by Descent, for the First or immediate Estate or Estates for Life, in Tail or in Fee, in

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the same Trust Estates, if the same Trust Estates had been by that his Will devised, to the Effect following, (that is to say,) to the Use of the said then late Duke of *Sutherland* and his Assigns for his Life, with Remainder to the said late Earl of *Ellesmere* for his Life, with Remainder to his First, Second, and other subsequent born Sons successively according to Priority of Birth in Tail Male, with a Proviso for the Cesser of the Estate of each of the said late Earl of *Ellesmere* and his Sons and the Heirs Male of their Bodies who from Time to Time should become Marquis of *Stafford*, or who would be entitled to succeed to that Dignity if then subsisting, or who should refuse to take the Surname and bear the Arms of *Egerton* within Three Calendar Months after he or they respectively should become Tenant for Life or Tenant in Tail in possession, as if such Son, being Tenant for Life, was actually dead, or such Sons or Heirs Male, being Tenants in Tail, were dead without Issue Male inheritable to their Estates Tail, and for the Acceleration of the Estates next in Remainder according to their Priority, with divers Remainders over, with Remainder to the said late Duke of *Sutherland* in Fee, and that the Testator further directed that the Person or Persons to whom such Conveyances should be made should have such Estate in the said Trust Estate as he or they would at that Time be entitled to take under those Limitations if the same Limitations had been actually made by that Will, and with the same or the like Remainders over, Provisoes, and Conditions as if the Trust Estates had been devised by that Will in manner aforesaid, or as near thereto as might be, and the Circumstances of the Case and the Rules of Law and Equity would permit, yet nevertheless the Testator directed and declared that no such Person should have or be entitled to a vested Estate or any other than a contingent Interest till the Determination of those Terms of One hundred and twenty Years and Twenty Years, and that such Limitations were introduced into that Will only for the Purpose of ascertaining the Objects to whom such Conveyances should be made, and not for the Purpose of making any immediate Devise or Gift, or raising any immediate or present Estate, by way of Trust or otherwise, for them, on the contrary thereof the Testator directed that during those Terms no Person should be entitled at Law or in Equity to any beneficial Estate of and in the Trust Estates, or the Income thereof, by way of vested Interest, for any longer Period than Ninety-nine Years, determinable as therein-before was mentioned, it being his Intention, as far as the Rules of Law and Equity would permit, by Means adopted in that Will, to suspend the Right to the Inheritance of the Trade Estates for the Purpose of keeping the Canal and the Trade thereof, together with the Estates annexed thereto, as One joint Fund under such Control, Superintendence, and Management thereof as aforesaid, to the Intent that the Public might reap from the same those Advantages which he hoped and trusted the Plan adopted

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in that Will was calculated to produce for their Benefit, and that the Testator declared that all Manors and Hereditaments situate in the Counties of *Lancaster* and *Chester*, or either of them, which were in his own Occupation or in the Occupation of any other Person or Persons as Tenant to him, were intended to be comprised in the Devise made by him to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, in trust as aforesaid, so that all Persons claiming any Benefit under that Will might be bound to confirm that Will and the several Provisions thereof as far as related to the same Messuages, Lands, Tenements, and Hereditaments respectively, and that in that Will there was contained the usual Provision for the Change and Appointment of new Trustees so as to supply the Vacancies in their Number, and that the Testator by that Will gave to the Superintendent divers Powers for more effectually carrying on the Business of the Trade or Canal, and the Improvement of the Trust Estates, and that the Testator also authorized the Superintendent to make Applications to Parliament concerning the Canal, and otherwise, as therein expressed, and that the Testator thereby declared that the Trustee or Trustees of that Will should not be answerable for any Act done by him or them in the Execution of the Trusts of that Will with a fair and honest Discretion, although the same might be a Breach of Trust by the strict Rules of a Court of Equity, since from the Nature of the Trusts of that Will it might be necessary that such Discretion should be exercised; and it was also recited to the Effect that the Testator made a Codicil to that Will of the same Date, and thereby devised all his Messuages and Hereditaments at, in, or called "*Woolmers*," in the County of *Hertford*, to and to the Use of the said late Duke of *Sutherland*, his Heirs and Assigns, and that the Testator directed that his Heir or Heirs at Law should not be entitled to any Benefit under that Will, or any Codicil thereto, unless he or they should convey all Hereditaments thereafter purchased by the Testator, and vesting in such Person or Persons by Descent, so that the same might vest in such Person or Persons respectively as if the same had been included in and devised by that Will, and that in default thereof the Person or Persons who should be disappointed by the Refusal of such Heir or Heirs at Law to make such Conveyance should be compensated as therein expressed out of the Provisions made for the Person or Persons so refusing, and that in all other respects such Provision should go and be applied as if the Person or Persons so refusing had departed this Life during the Testator's Lifetime, and that the Testator confirmed his Will in all other respects; and it was also recited to the Effect that the Testator afterwards departed this Life without having revoked or altered the therein-before recited Devises and Bequests, Trusts and Powers, and that the Will and the Codicils thereto were proved in the Prerogative Court of *Canterbury*; and it was also

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also recited to the Effect that by an Indenture dated the Thirty-first Day of *August* One thousand eight hundred and three all the Manors and Hereditaments comprised in the Indentures of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight were conveyed unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, upon the Trusts declared by the said late Duke's Will of his Canal and Real Estates in *Lancashire*, thereby devised to them; and it was also recited, that the said Sir *Archibald Macdonald* departed this Life on or about the Eighteenth Day of *May* One thousand eight hundred and twenty-six; and it was also recited to the Effect that by a Deed Poll dated the Twenty-seventh Day of *May* One thousand eight hundred and twenty-six the said late Duke of *Sutherland* appointed *William Courtenay*, afterwards *William* Earl of *Devon*, to be a Trustee under the said late Duke's Will, the First Codicil thereto, and the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, in the Room of the said Sir *Archibald Macdonald*; and it was also recited to the Effect that by Indentures of Lease and Release and Assignment, dated respectively the Twenty-ninth and Thirtieth Days of *May* One thousand eight hundred and twenty-six, all such Parts of the Trust Estates by the Duke's Will devised and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, as were Freehold or of the Nature of Real Estate (except the Hereditaments at, in, or called *Woolmers*), and all the Manors and Hereditaments and Premises comprised in the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, were conveyed to the Use of the said *Edward* Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, their Heirs and Assigns, for all the Estate and Interest therein of the said *Edward* Archbishop of *York* and *Robert Haldane Bradshaw*, upon the Trusts of the said late Duke's Will, and that by virtue of the same Indenture of Release and Assignment, and an Indenture endorsed thereon, and dated the Thirtieth Day of *May* One thousand eight hundred and twenty-six, all such Parts of those Trust Estates as were held by the said *Edward* Archbishop of *York* and *Robert Haldane Bradshaw* as such surviving Trustees for any Terms of Years were assigned unto the said *Edward* Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, their Executors, Administrators, and Assigns, for the then Residue of such Terms, upon the Trusts of the said late Duke's Will; and it was also recited to the Effect that the late Duke of *Sutherland* afterwards departed this Life, and that thereupon the said late Earl of *Ellesmere* became entitled, under the Trusts declared by the said late Duke's Will, to the Income
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of the Trust Estates, and that, in compliance with the Direction in that Behalf contained in the said late Duke's Will, he assumed and had then since borne and used the Name and Arms of *Egerton* only; and it was also recited to the Effect that by a Deed Poll dated the Third Day of *February* One thousand eight hundred and thirty-four, after reciting that the said *Robert Haldane Bradshaw* had irrevocably appointed *James Sothern* as his Successor after his Death in the Office of Superintendent under the said late Duke's Will, the said *Robert Haldane Bradshaw* thereby resigned his Office of Superintendent, and irrevocably appointed the said *James Sothern* to be immediately the Superintendent under the said late Duke's Will and the First Codicil thereto, and the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, and any other Deeds or Assurances; and it was also recited to the Effect that by Indentures of Lease and Release and Assignment, dated respectively the Fourth and Fifth Days of *February* One thousand eight hundred and thirty-four, all such Parts of the Trust Estates by the said late Duke's Will devised and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, as were Freehold or of the Nature of Freehold Estate, and also all the Manors and Hereditaments comprised in the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also such other Manors and other Freehold Hereditaments as were then vested in the said *Edward* Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, under the said late Duke's Will, upon the Trusts therein contained, were conveyed to the Use of the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Heirs and Assigns, for all the Estate and Interest therein of the said *Edward* Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, upon the Trusts of the said late Duke's Will, and that by virtue of the same Indenture of Release and Assignment, and an Indenture annexed thereto, and dated the Fifth Day of *February* One thousand eight hundred and thirty-four, all such of the Trust Estates as were held by the said *Edward* Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, for any Terms of Years, were assigned unto the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Executors, Administrators, and Assigns; for and during all the then Residue of such Terms, upon the Trusts of the said late Duke's Will; and it was also recited to the Effect that by a Deed Poll, dated the First Day of *March* One thousand eight hundred and thirty-seven, the said *James Sothern* resigned his Office of Superintendent; and it was also recited to the Effect that by an Indenture, dated the First Day of *March* One thousand eight hundred and thirty-seven, the said *Edward* Arch-

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bishop of *York* and *William* Earl of *Devon*, with the Consent and Approbation of the said late Earl of *Ellesmere*, appointed *James Loch* to be the Superintendent under the said late Duke's Will and the First Codicil thereto, and the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, and any other Deed or Assurance; and it was also recited to the Effect that by Indentures of Lease and of Release and Assignment, dated respectively the First and Second Days of *March* One thousand eight hundred and thirty-seven, all such Parts of the Trust Estates by the said late Duke's Will devised and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were Freehold or of the Nature of Freehold Estate, and all the Manors and Hereditaments comprised in the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and all such other Manors and other Freehold Hereditaments as were then vested in the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, under or by virtue of the said late Duke's Will or the First Codicil thereto, or the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or otherwise, upon the Trusts of the said late Duke's Will, were conveyed to the Use of the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns, for all the Estate and Interest therein of the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, upon the Trusts of the said late Duke's Will, and that by virtue of the same Indenture of Release and Assignment, and an Indenture indorsed thereon, and dated the Second Day of *March* One thousand eight hundred and thirty-seven, all such Parts of the Trust Estates as were held by the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, for any Terms of Years, were assigned unto the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, for all the then Residue of such Terms, upon the Trusts of the said late Duke's Will; and it was also recited to the Effect that by an Act passed in the Third and Fourth Years of Her present Majesty, Chapter Thirty-five, Powers were granted to the Trustees of the said late Duke's Will to make Conveyances in Fee or Demises for long Terms of Years of Parts of his Trust Estates in the Counties of *Lancaster* and *Chester*, for building on and improving the same, and to grant Leases of Coal and other Mines and of Waste Lands; and it was also recited to the Effect that by an Act passed in the Eighth and Ninth Years of Her present Majesty, intituled *An Act to enable the Trustees of the Will of the Most Noble Francis late Duke of Bridgewater to carry into execution certain Articles of Agreement made and entered*

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entered into by them with the Right Honourable Francis Egerton, commonly called Lord Francis Egerton, and to raise Money for the Purposes expressed in the said Articles of Agreement, and for other Purposes, after reciting (amongst other things) that an Act was passed in the Seventh Year of George the First, intituled *An Act for making the Rivers Mersey and Irwell navigable from Liverpool to Manchester in the County Palatine of Lancaster*, 7 G. 1. c. 15. and that by an Act of the Thirty-fourth Year of George the Third, intituled *An Act for altering an Act of Parliament passed in the Seventh Year of the Reign of His late Majesty King George the First, intituled 'An Act for making the Rivers Mersey and Irwell navigable from Liverpool to Manchester in the County Palatine of Lancaster, by incorporating the Proprietors of the said Navigation, and to declare their respective Shares therein to be Personal Estate,'* 34 G. 3. c. 37. the several Parties named in the last-mentioned Act, being all the then Proprietors of Shares in that Navigation, and their respective Executors, Administrators, and Assigns, were united into a Company for managing, carrying on, and maintaining that Navigation, according to the therein-before recited Act, and the Rules, Orders, and Directions in the Act then in recital contained or referred to, and were incorporated by the Name of "The Company of Proprietors of the *Mersey and Irwell* Navigation" (and which Company are called the *Mersey and Irwell* Company), with perpetual Succession and a Common Seal, and that it was enacted that the Navigation and the Tonnage Rates and Duties arising from the same, and the Hereditaments whereof or wherein those Proprietors or any Person in trust for them were seised or possessed of any Estate of Freehold, or for Lives or Years determinable with Lives, or for Years certain, and all Boats, Barges, Vessels, and other Effects and Things belonging to that Navigation, should be vested in the *Mersey and Irwell* Company, for the Benefit of those Proprietors, according to their respective Shares and Interests therein, and that all such Shares should be Personal Estate, and transmissible as such, and should not be of the Nature of Real Property; and reciting, that a very large Part of the Income of the Trust Estates under the said late Duke's Will arose from the Revenue derived from the Freight and Tonnage of Goods and Merchandise carried along the River *Mersey* and the *Bridgewater* Canal between *Liverpool* and *Manchester*, and that the Line of the *Mersey and Irwell* Navigation was constructed for the Conveyance of Goods and Merchandise between the same Places, and that the great Majority of the Owners of the Shares in the *Mersey and Irwell* Company having expressed their Willingness to dispose of their Shares on Terms which to the Trustees of the Testator appeared reasonable, it was considered by the Trustees that it would be very beneficial to the Persons interested in the Trust Estates if the whole of the Shares in that Undertaking

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taking were purchased, and that divers Shares had been assigned to and were then vested in the said late Earl, and that Thirty other Shares had been assigned and were then vested as follows, (namely,) Five in *Samuel Henry Thompson* and *George Hughes Thompson*, other Five in the said *James Loch*, other Five in *George Loch*, other Five in *William Slater*, other Five in *George Granville Egerton* (then commonly called *Viscount Brackley*, but now Earl of *Ellesmere*), other Five in *James Hibbert Wanklyn*, all nevertheless in trust for the late Earl of *Ellesmere*; and reciting, with respect to other Two Shares, then of *Hindley Leigh Phillips*, a Lunatic, a Contract for the Assignment thereof to the said late Earl of *Ellesmere*, and that the Shares so assigned or contracted for were all the Shares in that Undertaking, and that the said late Earl, in order to make and complete the Purchase of those Shares for those Trustees, had borrowed at Interest several Sums, amounting in the whole to Four hundred and two thousand Pounds, which had been secured by the Bonds therein mentioned, and that by Articles of Agreement, dated the Ninth Day of *May* One thousand eight hundred and forty-five, between the said late Earl of the First Part, the said present Earl of *Ellesmere* (then *Viscount Brackley*) of the Second Part, and the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* of the Third Part, it was mutually agreed between and by the Parties thereto that the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs or Assigns, should forthwith apply to Parliament for an Act for enabling the Trustees of the Trust Estate of the Testator to complete the Purchase of all the Shares in the *Mersey and Irwell* Navigation, and that upon such Act being obtained the said late Earl and all other necessary and proper Parties should assign all the Shares in the *Mersey and Irwell* Navigation so transferred to or in trust for the said late Earl, or agreed so to be, unto the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees of the Trust Estates of the Testator, to be held in all respects upon the same Trusts and for the same Ends, Intents, and Purposes as are by the said late Duke's Will declared concerning the Trust Estates, Canal, and other Trust Property thereby devised and bequeathed, and to the End and Intent that the same Shares should in all respects go and be held therewith, and as if the same had been devised by the said late Duke's Will, and so that the Income of those Shares should be in trust for the Person or Persons who were or should become entitled to the net Income of those Trust Estates and Canal, subject nevertheless, as to such Shares, to such Debts and Liabilities as therein mentioned, and that the Price paid for the Shares by the said late Earl should be raised by a Mortgage of all or any Part of the Trust Estates, Canal, and Premises, or of the Shares, and that for that Purpose a Power should be inserted in the Act so to be applied for for

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for raising the same, and applying the Moneys in satisfaction and discharge of the Moneys secured by those Bonds, and the Interest thereon, and to indemnify the said late Earl, his Heirs, Executors, Administrators, and Assigns, and his and their Estates and Effects, from all Losses, Costs, and Expenses for or by reason of his having entered into such Bond; it was by the Act then in recital enacted, that those Articles of Agreement, and every Clause, Matter, and Thing therein contained, except so far as respected a Power of Sale therein mentioned, should be and the same were thereby absolutely ratified, confirmed, and established, and should be binding and conclusive on all the Parties to those Articles of Agreement respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all Persons claiming by, from, through, under, or in trust for them respectively, or under or by virtue of the Trusts and Limitations contained in the said late Duke's Will, but so that not exceeding Twenty-five Shares might be and remain in other Parties to be from Time to Time named by the Trustees, so as in all respects to keep the Number of Five Proprietors to constitute a Committee of Management under the thereinbefore recited Acts; and it was by the Act then in recital further enacted, that all the Acts, Deeds, Matters, and Things in and by those Articles of Agreement covenanted, promised, agreed, or approved of, to be made, done, executed, and performed, and which but for that Act could not be lawfully made, done, executed, performed, or approved of, should and might, after the passing thereof, be lawfully made, done, executed, performed, and approved of respectively; and by the Act now in recital the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the Trust Estate of the Testator, were authorized and required to borrow at Interest any Sum not exceeding in the whole Four hundred and two thousand Pounds, and as a Security for the Money so borrowed by Deed to demise all or any of the Manors and Hereditaments which for the Time being should be held by the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee of the said Trust Estates of the Testator, upon the subsisting Trusts of the said late Duke's Will, including the said Shares or any of them, to any Persons willing to lend the same, as therein was mentioned; and it was also recited to the Effect that by an Indenture dated the Seventeenth Day of *January* One thousand eight hundred and forty-six, after reciting that the Shares so assigned to the said late Earl were duly entered in his Name in the Share Registry Book of the *Mersey and Irwell* Navigation, and that it was intended that immediately after the Execution of the Indenture then in recital the same Shares should be transferred in such Registry into the Names of the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, and

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that the several Shares so transferred to the said *Samuel Henry Thompson, George Hughes Thompson, James Loch, George Loch, William Slater, Viscount Brackley* (now Earl of *Ellesmere*), and *James Hibbert Wanklyn*, should remain in their Names respectively in that Book in trust for the said *Edward Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee of the said late Duke's Will, the Earl assigned the Shares so transferred to him, and also the Two Shares agreed to be purchased, unto the said *Edward Archbishop of York, William Earl of Devon, and James Loch*, their Executors, Administrators, and Assigns, upon the same Trusts, and for the same Ends, Intents, and Purposes, as were by the said late Duke's Will declared of the Trust Estates, Canal, and Premises thereby devised and bequeathed, and to the Intent that the Shares should in all respects go and be held therewith, and as if the same had been devised and bequeathed by the said late Duke's Will, subject nevertheless to the Debts and Liabilities of the *Mersey and Irwell Company*, and to the several Covenants, Articles, Clauses, and Agreements upon which that Company then held their Shares, and also subject to the several Bond Debts mentioned in the Schedule to those Articles of Agreement, and therein-before mentioned, and that the said late Earl assigned the Shares so transferred to the said *Samuel Henry Thompson, George Hughes Thompson, James Loch, George Loch, William Slater, Viscount Brackley* (now Earl of *Ellesmere*), and *James Hibbert Wanklyn*, in trust for the said late Earl, unto the said *Edward Archbishop of York, William Earl of Devon, and James Loch*, their Executors, Administrators, and Assigns, nevertheless upon and for the like Trusts, Intents, and Purposes as were therein-before expressed and declared concerning the Shares first therein-before assigned; and that by the same said Indenture then in recital it was agreed that the said *Samuel Henry Thompson, George Hughes Thompson, James Loch, George Loch, William Slater, Viscount Brackley* (now Earl of *Ellesmere*), and *James Hibbert Wanklyn*, should retain the Shares so assigned to them respectively upon the Understanding that they should hold the same in trust for the said *Edward Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the Testator; and it was also recited to the Effect that by an Indenture dated the Twenty-sixth Day of *December* One thousand eight hundred and forty-six, the Five Shares so assigned to the said *Samuel Henry Thompson* and *George Hughes Thompson* were assigned by them to the said *Edward Archbishop of York, William Earl of Devon, and James Loch*, their Executors, Administrators, and Assigns, upon the Trusts declared by the lastly therein-before recited Indenture of the Shares thereby assigned; and it was also recited to the Effect that by an Indenture dated the Twenty-ninth Day of *December*

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cember One thousand eight hundred and forty-six, between the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, of the First Part, the said late Earl of the Second Part, and *Charles Christopher* then Lord *Cottenham* (afterwards Earl of *Cottenham*, but now deceased), *Sir Edward Hall Alderson* (now deceased), *James William Farrer*, and *George Law* of the Third Part, after reciting an Agreement for an Advance by the said Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* demised, and the said late Earl demised and confirmed, the Hereditaments mentioned or referred to, comprising the principal Portion of their Trust Estates, unto the said Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, for a Term of One thousand Years, and the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* demised, and the said late Earl demised and confirmed, the Shares so transferred or covenanted to be transferred to the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, and to the said *George Loch*, *William Slater*, Viscount *Brackley* (now Earl of *Ellesmere*), and *James Hibbert Wanklyn*, respectively, and also all the beneficial but not the legal Interest of and in the Five Shares vested in the said *James Loch* alone, in trust for the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, as such Trustees, unto the said Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, for a Term of One thousand Years; and that in the Indenture then in recital was contained a Proviso for the Cesser of those Terms, and for Redemption of the Premises comprised therein, upon Payment by the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee of the said late Duke's Will or the said late Earl, to the said Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, of Forty-three thousand six hundred Pounds, and all Sums thereafter advanced by the said Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, to or for the Use or Account of the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other Trustees or Trustee of the late Duke's Will, not exceeding in the whole Four hundred and two thousand Pounds, with Interest for the same; and it was also recited, that the said *Edward* Archbishop of *York* died on or about the Fifth Day of *November* One thousand eight hundred and forty-seven; and it was also recited to the Effect that by a Deed Poll, dated the Tenth Day of
December

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December One thousand eight hundred and forty-seven, the late Earl appointed *George William Frederick* Earl of *Carlisle* (then called *Viscount Morpeth*) to be a Trustee of the said late Duke's Will in the Room of the said *Edward* then late Archbishop of *York*; and it was also recited to the Effect that under and by virtue of an Indenture of Release and Assignment, dated the Tenth Day of *December* One thousand eight hundred and forty-seven, all such Parts of the Manors, Canals, and Hereditaments by the said late Duke's Will devised to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, in trust as aforesaid, as were of Freehold Tenure, and also the Manors and Hereditaments comprised in the Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and certain other Hereditaments which had been purchased or taken in Exchange by the Trustees of the said late Duke's Will, to be held upon the Trusts thereof, and also such other Manors and other Freehold Hereditaments as were then vested in the said *William* Earl of *Devon* and *James Loch*, under and by virtue of the said late Duke's Will and the First Codicil thereto, or the therein-mentioned Indentures, or otherwise, upon the Trusts in the said late Duke's Will declared, except such Hereditaments as had been conveyed by way of Sale or in Exchange, were conveyed to the Use of the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, their Heirs and Assigns, nevertheless upon the Trusts of the said late Duke's Will, subject nevertheless to the Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six; and that by virtue of the Indenture then in recital, and an Indenture bearing even Date therewith and endorsed thereon, or One of them, all such Parts of the Manors and Hereditaments by the said late Duke's Will given to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, in trust as aforesaid, as were then held by the said *William* Earl of *Devon* and *James Loch* for any Terms of Years, and all the Shares in the *Mersey and Irwell* Navigation then vested in the said *William* Earl of *Devon* and *James Loch* (except the Five Shares vested in the said *James Loch* alone), and all the beneficial Interest in those Five Shares, were assigned to the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, their Executors, Administrators, and Assigns, upon the Trusts upon which the same then were or ought to be held under the said late Duke's Will, but subject to the Debts owing in respect of the same respectively, and also subject to that Indenture of Mortgage; and it was also recited to the Effect that by a Memorandum in Writing under the Hands of the said late Earl, and the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, dated the Twenty-fourth Day of *December* One thousand eight hundred and forty-seven, it was declared that

that

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that the said Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law had paid to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch Sixty-two thousand two hundred Pounds as a further Advance under the Provisions of the Indenture of Mortgage of the Twenty-ninth Day of December One thousand eight hundred and forty-six; and it was also recited to the Effect that by an Act passed in the Eleventh and Twelfth Years of Her present Majesty, Chapter Twelve, it was enacted, that the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, or other the Trustees of the Trust Estates of the Testator, might borrow at Interest not exceeding One hundred and sixty-two thousand six hundred Pounds, in addition to the Four hundred and two thousand Pounds authorized to be raised, and as a Security for the Money so borrowed demise all or any of the Hereditaments held upon the Trusts of the said late Duke's Will; and it was also recited to the Effect that by a Memorandum in Writing under the Hands of the said late Earl, and the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, dated the Twentieth Day of December One thousand eight hundred and forty-eight, it was declared, that Forty-eight thousand four hundred Pounds had been advanced by the said Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law, to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, as a further Advance under the Provisions of that Indenture of Mortgage; and it was also recited to the Effect that by a Memorandum in Writing under the Hands of the said late Earl, and the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, dated the Twenty-eighth Day of December One thousand eight hundred and forty-nine, it was declared, that Fifty thousand Pounds was advanced by the said Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law, to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, as a further Advance under the Provisions of that Indenture of Mortgage; and it was also recited to the Effect that by a Memorandum under the Hands of the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, and the said late Earl, dated the Twenty-sixth Day of December One thousand eight hundred and fifty, it was declared, that Forty-eight thousand four hundred Pounds was advanced by the said Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law, to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, as a further Advance under the Provisions of that Indenture of Mortgage; and it was also recited to the Effect that by an Indenture dated the Twenty-sixth Day of December One thousand eight hundred and fifty, for further securing the Repayment of the several Sums

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so advanced upon the Security of the Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, and of all Sums thereafter to be advanced upon the Security of that Indenture, as therein mentioned, with Interest thereon, the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch* granted and demised, and the said late Earl granted, demised, and confirmed, the Hereditaments therein and more particularly in the Schedule thereto annexed described, being Part of the Estate subject to the Trusts of the said late Duke's Will, and not comprised in the Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six (except as therein expressed), unto the said Lord *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, for a Term of One thousand Years, subject to the Provisions in the Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six contained for Cesser of that Term, upon Payment to the said Lord *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, of all Sums so advanced or to be advanced on the Security of the Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, with Interest for the same; and it was also recited, that the said Earl of *Cottenham* died on or about the Twenty-ninth Day of *April* One thousand eight hundred and fifty-one; and it was also recited to the Effect that the present Earl of *Ellesmere*, Viscount *Brackley*, who was the eldest Son of the said late Earl, had attained his Age of Twenty-one Years, and had married, and had Issue One Son, namely, *Francis Charles Granville Egerton*, then an Infant of the Age of Four Years or thereabouts, and no more, and that *Francis Egerton*, *Algernon Egerton*, and *Arthur Frederick Egerton*, who were Three other Sons of the late Earl, had severally attained the Age of Twenty-one Years, and were Bachelors, and that *Granville Egerton*, who was the only other Son of the late Earl, had died an Infant, a Bachelor; and it was by the said Act now in recital, passed in the said Fourteenth and Fifteenth Years of the Reign of Her said Majesty, amongst other things enacted, that the said Trustees of the said Will of the said late Duke should have Authority to make Sale and Lease, as therein is mentioned, of certain Parts of the said Estates of the said late Duke, and also that it should be lawful for the said Trustees or Trustee to borrow at Interest any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, on Mortgage of the Estates and Hereditaments for the Time being subject to the Trusts of the Will of the said late Duke, such Moneys to be applied in the first place in
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Payment of the Costs of raising the same, and in the next place towards the Payment of the Costs, Charges, and Expenses of widening, deepening, and otherwise improving the said *Mersey and Irwell* Navigation and the said *Bridgewater* Canal, or either of them, or of constructing or improving any Line of Locks or other Means of communicating between the said Navigation and Canal, as in the said Act is mentioned; and by the said Act now in recital the Consent in Writing to that Act of the said *Arthur Frederick Egerton* was made requisite, and his Consent thereto has been duly given accordingly: And whereas by an Indenture dated the Twenty-ninth Day of *December* One thousand eight hundred and fifty-two, between the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch* of the First Part, the said late Earl of the Second Part, and the said Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law* of the Third Part, the Hereditaments belonging to the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, as such Trustees as aforesaid, specified in the Schedule thereunder written, were duly assured to the said Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, by way of further Security for the Sums advanced or to be advanced on the Security of the said Indentures of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six and the Twenty-sixth Day of *December* One thousand eight hundred and fifty respectively: And whereas by several Memoranda in Writing, one dated the Twenty-ninth Day of *December* One thousand eight hundred and fifty-one, under the Hands of the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, and the said late Earl, another dated the Twenty-ninth Day of *December* One thousand eight hundred and fifty-two, under the Hands of the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, and the said late Earl, and another dated the Twenty-seventh Day of *December* One thousand eight hundred and fifty-three, under the Hands of the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, and the said late Earl, it was declared, that the said Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law* had paid to the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, Fifty-one thousand four hundred Pounds, Forty-one thousand four hundred Pounds, and Fifty-three thousand four hundred Pounds, as further Advances under the Provisions of the Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six: And whereas the said *William* Earl of *Devon* afterwards retired from the Trusts of the said late Duke's Will: And whereas by a Deed Poll, dated the Eighteenth Day of *July* One thousand eight hundred and fifty-four, the said late Earl appointed *Robert Grosvenor* commonly called Lord *Robert Grosvenor* to be

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be a Trustee under the said late Duke's Will, in the Room of the said *William Earl of Devon*: And whereas by an Indenture, dated the Nineteenth Day of *July* One thousand eight hundred and fifty-four, all such Parts of the Trust Estates then subject to the Trusts of the said late Duke's Will as were of Freehold Tenure were conveyed to the Use of the said *George William Frederick Earl of Carlisle*, Lord *Robert Grosvenor*, and *James Loch*, their Heirs and Assigns, for all the Estate and Interest therein of the said *William Earl of Devon*, *George William Frederick Earl of Carlisle*, and *James Loch*, upon the Trusts of the said late Duke's Will, but subject to the Indentures of Mortgage therein mentioned: And whereas by virtue of the lastly herein-before recited Indenture, and of an Indenture indorsed thereon, and dated the Twentieth Day of *July* One thousand eight hundred and fifty-four, all such Parts of the said Trust Estates then subject to the Trusts of the said late Duke's Will as were held by the said *William Earl of Devon*, *George William Frederick Earl of Carlisle*, and *James Loch*, for any Terms of Years, and all the Shares in the *Mersey and Irwell* Navigation then vested in them, except the Five Shares which had been vested in the said *James Loch* alone, and all the beneficial Interest in those Five Shares, were assigned to the said *George William Frederick Earl of Carlisle*, Lord *Robert Grosvenor*, and *James Loch*, their Executors, Administrators, and Assigns, upon the Trusts of the said late Duke's Will, but subject to the Debts owing in respect of the same, and also subject to those Indentures of Mortgage: And whereas the said *James Loch* departed this Life on or about the Twenty-eighth Day of *June* One thousand eight hundred and fifty-five: And whereas by an Indenture, dated the Twenty-sixth Day of *July* One thousand eight hundred and fifty-five, the said *George William Frederick Earl of Carlisle* and Lord *Robert Grosvenor*, with the Consent and Approbation of the said late Earl, appointed the said *Algernon Egerton* to be the Superintendent and also a Trustee under the said late Duke's Will in the Room of the said *James Loch* deceased: And whereas by an Indenture, dated the Twenty-seventh Day of *July* One thousand eight hundred and fifty-five, all such Parts of the Trust Estates then subject to the Trusts of the said late Duke's Will as were of Freehold Tenure were conveyed to the Use of the said *George William Frederick Earl of Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton*, their Heirs and Assigns, for all the Estate and Interest therein of the said *George William Frederick Earl of Carlisle* and Lord *Robert Grosvenor*, upon the Trusts of the said late Duke's Will, but subject to the Indentures of Mortgage therein mentioned: And whereas by virtue of the lastly herein-before recited Indenture, and of an Indenture indorsed thereon, and dated the Twenty-eighth Day of *July* One thousand eight hundred and fifty-five, all such Parts of the Trust Estates then subject to the Trusts of the said late Duke's Will as were held by the said *George William*,
Frederick

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Frederick Earl of *Carlisle* and Lord *Robert Grosvenor* for any Terms of Years, and all the Shares in the *Mersey and Irwell* Navigation then vested in them, except the Five Shares which had been vested in the said *James Loch* alone, and all the beneficial Interest in those Five Shares, were assigned to the said *George William Frederick* Earl of *Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton*, their Executors, Administrators, and Assigns, upon the Trusts of the said late Duke's Will, but subject to the Debts owing in respect of the same, and also subject to those Indentures of Mortgage: And whereas those Five Shares which had been vested in the said *James Loch* alone are now vested in the said *Algernon Egerton*, and the Five Shares which had been vested in the said *James Hibbert Wanklyn* alone are now vested in *George Samuel Fereday Smith*: And whereas the said *Francis Egerton* Earl of *Ellesmere* died on or about the Eighteenth Day of *February* One thousand eight hundred and fifty-seven, whereupon the said *George Granville Francis Egerton* Earl of *Ellesmere* became entitled under the Trusts declared by the said late Duke's Will to the Income of the Trust Estates, and in compliance with the Direction in that Behalf contained in the said late Duke's Will he assumed and has since borne and used the Name and Arms of *Egerton* only: And whereas the said late Earl had no other Sons him surviving than his said Four Sons; viz., *George Granville Francis Egerton*, now Earl of *Ellesmere*, and *Francis Egerton*, *Algernon Egerton*, and *Arthur Frederick Egerton*: And whereas the said *George Granville Francis Egerton* Earl of *Ellesmere* hath Issue, in addition to the said *Francis Charles Granville Egerton* (commonly called *Viscount Brackley*), *Alfred John Francis Egerton*, an Infant under the Age of Twenty-one Years: And whereas the said *Francis Egerton*, *Algernon Egerton*, and *Arthur Frederick Egerton* are still Bachelors: And whereas the said *George Granville Francis Egerton* Earl of *Ellesmere*, and his Two said Sons, and the said *Francis Egerton*, *Algernon Egerton*, and *Arthur Frederick Egerton*, are the only Persons now in being who are interested in the Trust Estates held upon the Trusts of the said late Duke's Will, except the several Persons who have Interests under that Will which cannot take effect till after the Decease and Failure of Issue Male of the said *George Granville Francis Egerton* Earl of *Ellesmere*, and his said Two Sons, and the said Three other Sons of the said late Earl: And whereas by "The *Runcorn and Weston* Canal Act, 1853," after reciting that the making of a Canal from the *Francis Dock*, connected with the Duke of *Bridgewater's* Canal at *Runcorn* in the County of *Chester*, to join the *Weston* Canal or River *Weaver* Navigation at or near *Weston Point* in the same Parish, would be of great Public Benefit, and that the said late Earl of *Ellesmere* was willing at his own Expense to carry such Undertaking into execution, and that it was expedient that Powers should be conferred on

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him for that Purpose, but that the same could not be effected without the Authority of Parliament, it was amongst other things enacted, that, subject to the Provisions therein contained, and in "The Lands Clauses Consolidation Act, 1845," incorporated therewith, it should be lawful for the said late Earl, his Heirs or Assigns, to make and maintain the Canal in the said Act now in recital mentioned in the Line and through, upon, or over the Lands delineated in the Plan and described in the Book of Reference respectively, and according to the Levels defined in the Section in the said Act now in recital respectively mentioned, and to enter upon, take, and use such of the said Lands as should be necessary for such Purpose, and also to make and maintain such and so many Aqueducts, Feeders, Wells, Basins, Side Ponds, Reservoirs, Levels, Preparations, Weirs, Culverts, Steam and other Engines, Water Wheels, and other Machinery, as the said late Earl, his Heirs or Assigns, should from Time to Time think expedient for the Purpose of supplying the Canal or any Part thereof with Water, and for carrying Water to or from the same, and for raising Water from one Level of the said Canal to another, and also to supply the Canal, Aqueducts, Feeders, Reservoirs, and other Works whilst being made, and after the same should be made, with Water from the Duke of *Bridgewater's* Canal, and the Feeders and Reservoirs thereof, and also subject to the Provisions and Restrictions in the said Act now in recital and in the said Act incorporated therewith contained the said late Earl, his Heirs or Assigns, might, for the Purpose of constructing the said Canal and other Works, execute any of the Works therein-after mentioned; and by the said Act now in recital it was also enacted, that in the event of the Trustees of the Will of the said Duke deeming it advantageous to their Trust Estate to become the Owners of the Canal thereby authorized, the said late Earl, his Heirs or Assigns, should and they were thereby required, at the Request of the said lastly-mentioned Trustees for the Time being, to sell and convey the said Canal thereby authorized to the said lastly-mentioned Trustees, to be held by them upon the Trusts of the said Will of the said Duke, and to be purchased at such Price as might be agreed upon, or, in the event of any Dispute about the same, as should be fixed by Arbitration, in like Manner as in Cases of Arbitrations under "The Lands Clauses Consolidation Act, 1845:" And whereas the said Earl of *Ellesmere* deceased by his last Will, bearing Date on or about the Eleventh Day of *April* One thousand eight hundred and fifty-five, gave and devised to the Right Honourable *George Granville Sutherland Leveson Gower Mackenzie* (commonly called Marquis of *Stafford*) and *George Loch* Esquire (herein-after called the *Ellesmere* Trustees), and their Heirs, with other Hereditaments, all and singular the said Testator's Freehold Manors, Lands, and Hereditaments situate in *Lancashire* and *Cheshire*, and which he should

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should be entitled to at his Death or have Power to dispose of, and therein-after called his *Lancashire* and *Cheshire* Estates, together with the Appurtenances, to the Use that the Right Honourable *Harriet Catherine* Dowager Countess of *Ellesmere* (then the Wife and now the Widow of the said late Earl) should during her Life receive the Rentcharge therein mentioned, and subject thereto, and to the Powers in the said Will contained for securing the same, and to a Direction to the said *Ellesmere* Trustees to raise out of the said *Lancashire* and *Cheshire* Estates the Sum of Money in the said Will now in recital mentioned, to the Use of themselves, their Heirs and Assigns, in trust for the said *George Granville Francis Egerton* now Earl of *Ellesmere* (then and in the said Will now in recital called *George Granville Francis Viscount Brackley*), and his Heirs Male, with divers Remainders over; and by the said Will now in recital the said *Ellesmere* Trustees were empowered, with the Consent of the Party beneficially entitled, if of full Age, to dispose of by way of absolute Sale all or any Part of the *Lancashire* and *Cheshire* Estates, and the Inheritance thereof in Fee Simple, to any Person or Persons, for such Price or Prices as to the said *Ellesmere* Trustees should seem reasonable, and to convey and assure the Premises sold free from the Trusts thereof thereby declared, in order to effectuate any such Sale; and by the said Will now in recital the said *Ellesmere* Trustees were empowered to give effectual Receipts for any Moneys payable to them under the Trusts thereof; and the said Trustees were by the said Testator appointed the Executors of his said Will: And whereas the said late Earl died on or about the Eighteenth of *February* One thousand eight hundred and fifty-seven without altering his aforesaid Disposition or his Appointment of his Executors, and since his Decease his said Will has been proved by the said Executors in the Prerogative Court of *Canterbury*: And whereas by a Memorandum of Agreement, made the Twenty-fifth Day of *May* One thousand eight hundred and fifty-seven, between the said *Ellesmere* Trustees of the First Part, the said *George Granville Francis Egerton* Earl of *Ellesmere* of the Second Part, and the said *George William Frederick* Earl of *Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton* (therein described as the present Trustees of the said Will of the said late Duke of *Bridgewater*) of the Third Part, after reciting the said "*Runcorn and Weston Canal Act, 1853*," and also a Conveyance to the said late Earl of certain Hereditaments therein mentioned, and certain Agreements by the said late Earl for the Purchase of certain Hereditaments therein mentioned, and also reciting that the said Lands so purchased and agreed to be purchased by the said late Earl were all the Lands which were necessary for the Completion of the said *Runcorn and Weston Canal*, except Lands vested in the Trustees of the said late Duke's Will, and that the said Parties thereto of the Third Part, who were the

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the present Trustees of the Will of the said late Duke, and were therein-after called the *Bridgewater* Trustees, were under and by virtue of the said Act passed in the Session of Parliament holden in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty authorized, at their sole Discretion, if they should think fit, from Time to Time to borrow at Interest any Sum or Sums of Money not exceeding One hundred and fifty thousand Pounds, as herein-before is recited, and also reciting the said Will of the said late Earl of *Ellesmere*, and his Death, and Proof of his said Will, as herein-before is mentioned, and also reciting that the said late Earl did not in his Lifetime make the said *Runcorn and Weston* Canal, nor complete the aforesaid Contracts for the Purchase of the Lands through which the same Canal was to pass, but Arrangements were made for carrying into effect and forming the said Canal, and that the said late Earl undertook to make the said *Runcorn and Weston* Canal as aforesaid, for the Benefit of the Canal vested in the said *Bridgewater* Trustees, it having been considered at the Time of passing the said first-mentioned Act that it would be more convenient that the said *Runcorn and Weston* Canal should be made by the said late Earl, and then conveyed by him to the Trustees of the Will of the said late Duke, if they should consider it advantageous to the said Trust Estate to become the Owners of the said Canal, and that the Powers given by the said *Runcorn and Weston* Canal Act for the Completion of the said Canal will expire on the Fourteenth Day of *June* One thousand eight hundred and fifty-eight, and that by reason of the Death of the said late Earl the said *Runcorn and Weston* Canal could not then be completed at the Cost of his Estate, but that the said *Bridgewater* Trustees, being satisfied that the said Canal when completed would be advantageous to the said Trust Estates of the said late Duke, had proposed to the said *Ellesmere* Trustees to effect the Purchase by the said "*Runcorn and Weston* Canal Act, 1853," authorized to be made, and for that Purpose to pay to the *Ellesmere* Trustees the Sum of Nine thousand one hundred and fifty Pounds, the Price paid and agreed to be paid by the said late Earl for the Purchase of such Hereditaments as aforesaid, and to pay to the said *Ellesmere* Trustees, as Executors of the Will of the said late Earl, the Sum of Nine hundred and sixty-one Pounds Six Shillings, being the Costs and Expenses incurred by the said late Earl in applying for and obtaining the said Act, and in making the Surveys and other preliminary Works incidental to the making the said Canal, and that no Part of the said Sum of One hundred and fifty thousand Pounds, which the said *Bridgewater* Trustees were so authorized to raise as aforesaid, had been raised, and the said *Bridgewater* Trustees conceived that it would be beneficial to the *Bridgewater* Canal and other the Property subject to the Trusts of the said late Duke of *Bridgewater's* Will if they were enabled to apply a Sum or Sums not exceeding the

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the Sum of Forty thousand Pounds in and towards the effecting such Purchases, and the completing the said *Runcorn and Weston* Canal, but it was apprehended that it would be necessary to apply to Parliament to enable them to effect such Purchase and to complete the said Contract, it is by the said Articles of Agreement witnessed, and it is thereby agreed by the said Parties, in manner following; (that is to say,) the said *Ellesmere* Trustees, both as Trustees and as Executors of the Will of the said late Earl, with the Consent of the said *George Granville Francis Egerton* Earl of *Ellesmere*, testified by his Execution of the said Agreement, for themselves, their Heirs, Executors, and Administrators, agreed, that if within Two Years from the Date thereof the Authority of Parliament was obtained enabling the said *Bridgewater* Trustees, their Heirs or Assigns, to complete the said Purchase and Contract, they would sell, and the said *Bridgewater* Trustees agreed that in such Event as aforesaid they would complete the said Purchase, on the Terms aforesaid; and further the said *Ellesmere* Trustees agreed in the aforesaid Event, by such Assurances as the Counsel of the said *Bridgewater* Trustees should advise, to convey and assure to the said *Bridgewater* Trustees, their Heirs, Executors, Administrators, and Assigns, all the aforesaid Premises so agreed to be purchased as aforesaid, the Sum of Nine thousand one hundred and fifty Pounds Six Shillings being received by the said *Ellesmere* Trustees in respect of the said Hereditaments conveyed and agreed to be purchased as aforesaid, and which were to be sold under the said Power of Sale and Exchange in the said late Earl's Will contained, and the Sum of Nine hundred and sixty-one Pounds Six Shillings being so received by the said *Ellesmere* Trustees as such Executors of the said late Earl, as Part of his Residuary Personal Estate: And whereas it is expedient that the said Trustees of the said Will of the said late Duke should have Power to complete the Agreement of the Twenty-fifth Day of *May* One thousand eight hundred and fifty-seven, and should be enabled to apply any Sum not exceeding the Sum of Forty thousand Pounds, Part of the said Sum of One hundred and fifty thousand Pounds, which they were so authorized to raise as aforesaid, in and towards the Completion of the aforesaid Purchase and the making of the said Canal: And whereas by Articles of Agreement bearing Date on or about the First Day of *February* One thousand eight hundred and forty-five, and expressed to be made between the said late Earl, then Lord *Francis Egerton*, of the First Part, the *Manchester and Birmingham* Railway Company of the Second Part, and the *Sheffield, Ashton-under-Lyne, and Manchester* Railway Company of the Third Part, it was amongst other things agreed, that the said respective Parties thereto would and did thereby become joint Undertakers and Copartners, under the Style of "The *Manchester South Junction and Altrincham* Railway Company" in the Undertaking therein-after mentioned, and upon

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the Terms therein-after expressed, and that they would apply for an Act of Parliament authorizing them to make, and when such Act should be obtained would make, the Line of Railway in the said Agreement now in recital mentioned; and it was One of the Stipulations of the Agreement now in recital that so much of the Land belonging to the Trustees of the Will of the said late Duke through which the said intended Railway should pass, and which should be available for the Site thereof or of any Part thereof, or of any of the Offices, Stations, Approaches, or other Appendages thereto, as should be situate in the Township of *Manchester* and *Hulme* or either of them, should be procured by the said late Earl from the said lastly-mentioned Trustees, and by all proper Assurances and necessary Parties conveyed to and vested in the said *Manchester South Junction and Altrincham* Railway Company, absolutely or otherwise, as they should direct, in consideration of the annual Sum of Ten Shillings, if demanded, and also in consideration of the Agreement now in recital; and that no Claim for Compensation should be made by the said Trustees of the said Will of the said late Duke of *Bridgewater* for or on account of any Damage or Injury to the Property of the said lastly-mentioned Trustees by or by reason of the said Railway passing through or severing such Property, reserving to the said lastly-mentioned Trustees all the beneficial Use of the Land lying underneath any Arches to be constructed for the Purpose of carrying the said intended Railway over any of the Land to be procured by the said late Earl as aforesaid, but so as not to interfere with the Use and Enjoyment of the said Railway; and it was another of the Stipulations of the Agreement now in recital, that the said Railway should be formed upon Arches for the whole Length thereof across the said Land so to be procured by the said late Earl, except for such Portion of such Length as should intervene between the Crossing of the Canal (which occurs to the South-westward of the Site of *Old Hulme* Hall) and the Brook which divides *Hulme* aforesaid from the Township of *Stretford*; and further, that the said *Manchester South Junction and Altrincham* Railway Company should, to the Satisfaction of the Engineer for the Time being of the said lastly-mentioned Trustees, make the said Arches in the first instance water-tight or impervious to Water, for the Benefit of the Land so reserved to the said Trustees underneath the same as aforesaid, but should not afterwards be bound or obliged or in anywise liable to keep or maintain the said Arches so water-tight or impervious to Water, or otherwise than in such Repair as should be necessary for the Purpose of the Railway: And whereas by the "*Manchester South Junction and Altrincham* Railway Act, 1845," it was amongst other things enacted, that the said late Earl should and he was thereby required, at his own Expense, to furnish and provide, and to convey and assure, or procure to be conveyed
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and assured, so much of the Lands belonging to the Proprietors for the Time being of the *Bridgewater* Canal which the Company were by the said Act now in recital empowered to take and occupy for the Purposes of the intended Railway, and for Stations, Sidings, Landing Places, Approaches, and other Works and Conveniences connected therewith, as were situated in the Townships of *Manchester* and *Hulme* or either of them, and that it should be lawful for the Proprietors for the Time being of the *Bridgewater* Canal to use the Lands lying underneath such Arches, provided that in so doing they should in no degree interrupt, incommode, or interfere with the Business of the said Railway Company: And whereas the said *Manchester South Junction and Altrincham* Railway Company entered on the Lands belonging to the Trustees of the said Will of the said late Duke, under the Provisions of the hereinbefore lastly in part recited Act, with their Knowledge and Consent, and built the Arches stipulated for, and the said lastly-mentioned Trustees and their Lessees and Tenants have since had the Use of the Land lying underneath such Arches, subject nevertheless to the Restrictions stipulated for as aforesaid, but no Conveyance of the Land to the said *Manchester South Junction and Altrincham* Railway Company has yet been executed by the said lastly-mentioned Trustees, it being considered that neither the Will of the said Duke nor any of the Acts of Parliament authorizing the said lastly-mentioned Trustees to grant Building Leases or Conveyances authorize any such Conveyance: And whereas sometime in the Year One thousand eight hundred and fifty-one the said *Manchester South Junction and Altrincham* Railway Company purchased certain Hereditaments in *Manchester and Salford* of the Company of Proprietors of the *Mersey and Irwell* Navigation, for which lastly-mentioned Hereditaments the Purchase Money was soon afterwards paid to the said Company of Proprietors of the *Mersey and Irwell* Navigation, and the same Hereditaments were conveyed by the said lastly-mentioned Company to the said *Manchester South Junction and Altrincham* Railway Company, but the same are found to be subject to Incumbrances from which the said lastly-mentioned Company are entitled to be indemnified: And whereas the said Trustees of the Will of the said late Duke then owned and now own, at Law or in Equity, all the Shares in the said *Mersey and Irwell* Navigation, the same having been purchased with the Moneys raised by Mortgage of the Estates of the said late Duke as aforesaid, and by reason thereof the said *Manchester South Junction and Altrincham* Railway Company contend that the said Company of Proprietors had not in their corporate Capacity Power to convey the said lastly-mentioned Hereditaments to the said *Manchester South Junction and Altrincham* Railway Company in manner aforesaid, and moreover contend that Provision ought to be made for their effectual Indemnity against such Incumbrances as last aforesaid:

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aforesaid: And whereas by Articles of Agreement bearing Date on or about the Twenty-fifth Day of *March* One thousand eight hundred and fifty-two, and expressed to be made between the said *William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch* (therein described as Devisees in Trust under the last Will and Testament of the said late Duke) of the First Part, the said late Earl of the Second Part, and the said *Manchester South Junction and Altrincham Railway Company* of the Third Part, it was amongst other things agreed, that the said Trustees of the Will of the said late Duke should sell and convey to the said *Manchester South Junction and Altrincham Railway Company*, at the Prices therein respectively mentioned, certain Plots of Land therein respectively described, and situate respectively at *Timperley* and in the Township of *Sale*, and that the said Trustees of the Will of the said late Duke should procure the Company of Proprietors of the *Mersey and Irwell Navigation* to sell and convey to the said *Manchester South Junction and Altrincham Railway Company*, at the Price therein mentioned, a Plot of Land at *Ordsall Lane*, and therein described, and also to grant to the said lastly-mentioned Railway Company Liberty and Power to lay Rails upon and to pass over another Piece of Land in the said Agreement now in recital described; and it was also by the said Articles now in recital agreed, that the said Trustees of the Will of the said late Duke should sell and convey to the said *Manchester South Junction and Altrincham Railway Company*, at the annual Payment of Ten Shillings, certain Plots of Land therein described, and situate in the said Townships of *Manchester* and *Hulme*, being the said Hereditaments by the said Earl so agreed to be conveyed as aforesaid, and that in the Conveyance to be made to the said lastly-mentioned Railway Company by the said lastly-mentioned Trustees of any Land in the said Townships of *Manchester* and *Hulme*, over which the said Railway was carried by Arches, the Use of the Land under such Arches should be reserved by and effectually secured to the said lastly-mentioned Trustees in the Manner and according to the true Intent and Meaning of the said "*Manchester South Junction and Altrincham Railway Act, 1845:*" And whereas by Articles of Agreement bearing Date on or about the Eighth Day of *November* One thousand eight hundred and fifty-five, and expressed to be made between the said *George William Frederick Earl of Carlisle, Lord Robert Grosvenor, and Algernon Egerton* (therein described as the Trustees under the last Will and Testament of the said late Duke) of the First Part, the said late Earl of the Second Part, and the said *Manchester South Junction and Altrincham Railway Company* of the Third Part, it was agreed that a certain Highway in the said Agreement now in recital particularly described, which had become useless, as therein mentioned, and which would by Law be divisible between the said Trustees of the

Will

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Will of the said Duke of *Bridgewater* and the said *Manchester South Junction and Altrincham* Railway Company in proportion to the Extent of their respective Lands on each Side thereof, should be divided between the said lastly-mentioned Trustees and the said lastly-mentioned Railway Company in the Manner in the said Agreement now partly in recital mentioned, and that all necessary Acts, Deeds, and Assurances should be entered into, made, and executed between the said Parties as should be requisite for vesting the Portion of the said Highway in the said Agreement now in recital for that Purpose mentioned in the said lastly-mentioned Trustees in Fee Simple, and for vesting the Portion thereof, also in the same Agreement for that Purpose mentioned, in the said *Manchester South Junction and Altrincham* Railway Company in Fee Simple, such respective Plots being held by the said lastly-mentioned Trustees and Railway Company respectively as their own absolute Property, subject only to such mutual Rights of Way as therein mentioned; and it was by the said Articles now in recital also amongst other things agreed, that the said Trustees of the Will of the said late Duke should with all practicable Despatch convey to the said *Manchester South Junction and Altrincham* Railway Company in Fee Simple a Plot of Land situate in *Stretford*, adjoining to *Edge Lane Bridge*, and in the said Agreement now in recital more particularly described: And whereas Possession of the several Hereditaments so as aforesaid by the herein-before lastly-recited Two Agreements contracted to be sold or procured and conveyed respectively to the said *Manchester South Junction and Altrincham* Railway Company was given to and taken by the said lastly-mentioned Company, and the Balance due to the said Trustees of the Will of the said late Duke, after deducting the Amounts which they had to pay for certain other Hereditaments by the same lastly-mentioned Agreement contracted to be purchased by them from the said *Manchester South Junction and Altrincham* Railway Company, has been paid by the said lastly-mentioned Company to the said lastly-mentioned Trustees: And whereas the making of the said *Manchester South Junction and Altrincham* Railway has been beneficial to the Estate of the said Trustees of the Will of the said Duke, and it is expedient that the herein-before recited Stipulations of the said in part recited Agreements should be performed as well in all other respects as by the Conveyance to the said *Manchester South Junction and Altrincham* Railway Company of the several Hereditaments so agreed to be respectively conveyed to or procured for them as aforesaid, subject as to the said Hereditaments in *Manchester* and *Hulme* to the annual Payment of Ten Shillings, and to the Reservation of the restricted Use of the Land lying underneath the Arches, as herein-before mentioned; but the said Trustees of the Will of the said late Duke have not Power so to convey the said several Hereditaments, or otherwise to carry the said recited Agreements fully

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into effect, and cannot obtain it, except by the Authority of Parliament: And whereas further Wharves, Docks, Warehouses, and other Conveniences at *Liverpool, Runcorn*, and elsewhere are required for the Purposes of the Business and Trade carried on upon or in connexion with the said *Bridgewater Canal* and *Mersey and Irwell Navigation* respectively, and the said present Trustees of the Will of the said Duke of *Bridgewater*, conceiving that the Formation of such Wharves, Docks, Warehouses, and other Conveniences will be beneficial to their said Trust Estate, intend to make and complete the same, and for that Purpose are desirous of being enabled to appropriate any Portion of the Sum of One hundred and fifty thousand Pounds authorized to be raised under the said recited Act of the Fourteenth and Fifteenth *Victoria*, and which may not be required for the Purpose of making the said Purchase and completing the said *Runcorn and Weston Canal*, in and towards the constructing and completing such further Wharves, Docks, Warehouses, and other Conveniences as aforesaid, as well as in and for any of the Purposes in the said last-mentioned Act mentioned: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please 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; (that is to say,)

Short Title.

I. In citing this Act it shall be sufficient to use the Expression "*The Bridgewater Trustees Act, 1857.*"

Power to complete Purchases.

II. It shall be lawful for the said *George William Frederick Earl of Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton*, or other the Trustees for the Time being of the Will of the said *Francis* late Duke of *Bridgewater*, to complete the said Purchases so agreed to be made by the said recited Agreement of the Twenty-fifth Day of *May* One thousand eight hundred and fifty-seven, and by and out of any Moneys which may be borrowed by the said lastly-mentioned Trustees, in pursuance of the Power contained in the said Act of Parliament of the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, to apply any Moneys not exceeding the Sum of Forty thousand Pounds in the Completion of the said Purchases and the making and completing the said Canal, and the said Trustees shall have all the Powers by "*The Runcorn and Weston Canal Act, 1853,*" given to the said late Earl, and the said Canal and all the Premises so to be purchased and completed as aforesaid shall be held by the said *George William Frederick Earl of Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton*, their Heirs and Assigns, or other the Trustees of the Will of the said late Duke of *Bridgewater*, on the Trusts by the said lastly-mentioned Will declared of the *Bridgewater Canal*

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Canal and other the Estates of the said late Duke vested in them; and for the Purpose of making the said *Runcorn and Weston* Canal it shall be lawful for the Trustees for the Time being of the Will of the said late Duke of *Bridgewater* to take and use any Lands belonging to them as such Trustees as aforesaid which in their Opinion may be necessary to be used for that Purpose; and the said Trustees shall after the Completion of the said Canal have all the Powers and Authorities by "The *Runcorn and Weston* Canal Act, 1853," given to the said late Earl for the carrying on and managing the said Canal.

III. It shall be lawful for the said *George William Frederick* Earl of *Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton*, or other the Trustees for the Time being of the said Will of the said late Duke, to convey and assure to the said *Manchester South Junction and Altrincham* Railway Company, or to such Persons as the said Company shall direct, such of the Hereditaments belonging to the said Trustees as, under and by virtue of the said recited Agreement of the First Day of *February* One thousand eight hundred and forty-five the said "*Manchester South Junction and Altrincham* Railway Act, 1845," and the said Agreements of the Twenty-fifth Day of *May* One thousand eight hundred and fifty-two and the Eighth Day of *November* One thousand eight hundred and fifty-five, were agreed and directed to be conveyed to or procured for the said lastly-mentioned Company; so nevertheless that such Conveyances be made respectively upon such Terms, in consideration of such Sums of Money already paid, or annual Sum of Ten Shillings to be paid, if demanded, and so reserving to the said Trustees of the Will of the said late Duke, but to such Extent only as not to interfere with the Use or Enjoyment of the said *Manchester South Junction and Altrincham* Railway, and in no degree to interrupt, incommode, or interfere with the Business thereof, the beneficial Use of the Land lying underneath the aforesaid Arches and every of them, as to carry out, subject to the Provisions of this Act, the Stipulations of the said herein-before recited Agreements and the Directions of the said "*Manchester South Junction and Altrincham* Railway Act, 1845," respectively, as the same affect the said several Hereditaments so contracted to be conveyed to or procured for the said lastly-mentioned Company as aforesaid respectively; and it shall also be lawful for the said lastly-mentioned Trustees in all other respects to carry into effect the said Agreements respectively, so far as the same have not yet been fully performed and carried into effect.

Power to Trustees of Will to convey certain Hereditaments.

IV. The existing Tenancies and Estates already granted or affected to be granted by the Trustees of the said late Duke's Will of the Use of the Land lying underneath the said Arches or any of them shall be and are hereby confirmed; and that, subject thereto, the Use of the said Land lying underneath the said Arches shall remain to the Uses,

Existing Tenancies confirmed.

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Uses, upon the Trusts, and subject to the Powers, Provisoos, and Declarations to, upon, and subject to which the *Bridgewater* Canal and other Estates now vested in the Trustees of the said Will of the said late *Francis* Duke of *Bridgewater* deceased now stand limited; but so nevertheless that nothing in this present Provision contained shall extend to authorize any Interference with the Use or Enjoyment of the said *Manchester South Junction and Altrincham* Railway, or any Interruption or Interference to or with the Business thereof.

Trustees empowered to perform certain Acts in favour of the *Manchester South Junction and Altrincham* Railway Company.

V. It shall be lawful for the said *George William Frederick* Earl of *Carlisle*, Lord *Robert Grosvenor*, and *Algernon Egerton*, and other the Trustees for the Time being of the Will of the said Duke of *Bridgewater*, by such Assurances as their Counsel shall advise, to confirm the herein-before mentioned Conveyance by the said Company of Proprietors of the *Mersey and Irwell* Navigation to the said *Manchester South Junction and Altrincham* Railway Company of the Hereditaments in the Year One thousand eight hundred and fifty-one purchased by the said lastly-mentioned Company of the said Navigation Company as aforesaid, and also to convey and assure to the said *Manchester South Junction and Altrincham* Railway Company, their Successors and Assigns, the aforesaid Hereditaments belonging to the said Navigation Company, and by the herein-before recited Agreement of the Twenty-fifth Day of *March* One thousand eight hundred and fifty-two agreed to be conveyed to or procured for the said lastly-mentioned Railway Company as aforesaid, and so and in such Manner that the said lastly-mentioned Railway Company, their Successors and Assigns, shall have and enjoy all the said Hereditaments so conveyed or to be conveyed, effectually indemnified from all Incumbrances by the said lastly-named Trustees, out of the Estates now vested in them as Trustees of the Will of the said late Duke of *Bridgewater*.

Saving the Rights of the *Railway* Company.

VI. Except as herein is expressly enacted, nothing in this Act contained or authorized shall extend to take away, prejudice, lessen, or affect any of the Powers, Privileges, Exemptions, Rights, Interests, or Authorities of the said *Manchester South Junction and Altrincham* Railway Company, under or by virtue of any of the herein-before recited Agreements, or the said "*Manchester South Junction and Altrincham* Railway Act, 1845," or any other Acts or Agreements relating to the said Company, or otherwise howsoever.

Power to appropriate a Portion of One hundred and fifty thousand Pounds for Purposes of Act.

VII. It shall be lawful for the said Trustees for the Time being of the Will of the said late Duke of *Bridgewater*, for the Purpose of forming and constructing at *Liverpool*, *Runcorn*, and elsewhere on their Estates there, or on the Estates of the Company of Proprietors of the *Mersey and Irwell* Navigation respectively, such Wharves, Docks, Warehouses, and other Conveniences as they shall in their Discretion

The Bridgewater Trustees Act, 1857.

Discretion think fit, and at their sole Discretion, and they are hereby authorized, if they shall think fit, from Time to Time or at any one Time, to appropriate any Portion of the Sum of One hundred and fifty thousand Pounds authorized to be raised under the said recited Act passed in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, and which may not be required for the Purpose of making the said Purchase and completing the said *Runcorn and Weston* Canal, in and towards the constructing and completing such further Wharves, Docks, Warehouses, and other Conveniences as aforesaid, as well as in and for any of the Purposes in the said last-mentioned Act mentioned.

VIII. And whereas the said *Francis Egerton* is at present unable to attend and give his Consent to this Act, and his Consent to this Act has not been proved: This Act shall not nor shall any of the Provisions herein contained operate as against the said *Francis Egerton*, or against any Person or Persons claiming by, from, through, or under him, until the said *Francis Egerton* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Francis Egerton*, and all and every Persons and Person claiming or to claim by, from, through, or under him, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; (namely,)

Consent of
Francis
Egerton to
be obtained.

‘ I, the Honourable Francis Egerton, a Captain in the Royal Navy,
‘ do hereby consent to an Act of Parliament passed in the Twenty-
‘ first Year of the Reign of Queen Victoria, intituled “ An Act to
‘ “ enable the Trustees of the Will of the late Francis Duke of
‘ “ Bridgewater to complete the Purchase of the Runcorn and Weston
‘ “ Canal, and to enable such Trustees more effectually to administer
‘ “ the Trusts of the Will of the said Duke.” Given under my Hand
‘ this Day of in the Year of our Lord
‘ One thousand eight hundred and ”

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person or Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *George Granville Francis Egerton* Earl of *Ellesmere*, and his First and other Sons, born or to be born, and the Persons who are or shall be or shall answer the Description of Heirs Male of their respective Bodies, and

General
Saving.

[Private.]

q

the

The Bridgewater Trustees Act, 1857.

the said *Francis Egerton, Algernon Egerton, and Arthur Frederick Egerton,* and their First and other Sons, and the Persons respectively who are or shall be or shall answer the Description of Heirs Male of their respective Bodies, and the Persons who are or shall be or shall answer the Description of the right Heirs of the said *George Granville Duke of Sutherland,* and the said *George William Frederick Earl of Carlisle, Lord Robert Grosvenor, and Algernon Egerton,* and all and every the Person or Persons to whom any Estate, Right, Title, and Interest, at Law and in Equity, of, into, and out of the Estates devised by the Will of the said late Duke of *Bridgewater,* or any of them, or any Part or Parts thereof, under or by virtue of the said Will of the said *Francis Duke of Bridgewater,* or the First Codicil thereto, or any Indenture or Act of Parliament created by reference to the said Will of the said Duke of *Bridgewater,* shall have been devised, bequeathed, or limited, or shall have descended, or shall devolve or descend, other than Persons taking by Sale or Exchange from the Trustees of the said Will, in pursuance of any Powers vested in such Trustees,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, from, or out of the Manors, Hereditaments, and Premises affected by this Act, or any of them, or any Part or Parts thereof, as they or any or every of them had before the passing of this Act, or would have been held or enjoyed in case this Act had not been made.

Act printed
by the
Queen's
Printer to be
Evidence.

X. 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.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1857.