



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 5.

An Act for authorizing the Sale to the *Dorset Central Railway Company*, in consideration partly of a yearly Rentcharge and partly of a gross Sum, of Part of the Settled Estates in the County of *Dorset* of which the Right Honourable *George Pitt Rivers Lord Rivers* is now Tenant for Life in possession; and for other Purposes. [25th August 1857.]

WHEREAS the Right Honourable *George* late Lord *Rivers* (in this Act called the Testator) by his last Will and Testament in Writing, dated the Fifteenth Day of *March* One thousand eight hundred and twenty-three, and proved on the Eleventh Day of *August* One thousand eight hundred and twenty-eight in the Prerogative Court of *Canterbury*, devised Freehold Estates, comprising Parts of the Hereditaments specified in the Second Schedule to this Act annexed, unto *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, and their Heirs, to the Use of *Henry Seymer and John Bastard*, their Executors, Administrators, and Assigns, for a Term of Two thousand Years, upon Trusts

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which

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which have since determined, and subject thereto to the Use of *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, their Heirs and Assigns, during the Life of the Testator's Nephew *Horace William Beckford*, afterwards *Lord Rivers*, and since deceased, upon Trusts which determined by his Death, with Remainder to the Use of the Right Honourable *George Lord Rivers* (in this Act called *Lord Rivers*, then *George Beckford*, eldest Son of *Horace William Beckford*) and his Assigns during his natural Life, without Impeachment of Waste, with Remainder to the Use of *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, and their Heirs, during the Life of *Lord Rivers*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of *Lord Rivers* severally and successively in Tail Male, with Remainder to the Use of *Horace Pitt*, then *Horace Beckford*, Second-Son of *Horace William Beckford*, and his Assigns, during his Life, with Remainder to the Use of *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, and their Heirs, during the Life of *Horace Pitt*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of *Horace Pitt* severally and successively in Tail Male, with Remainder to the Use of the Third and subsequent younger Sons of *Horace William Beckford* born during the Testator's Life severally and successively for their respective Lives, with Remainder to the Use of *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, and their Heirs, during the respective Lives of such Third and subsequent younger Sons respectively, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of such Third and subsequent younger Sons severally and successively in Tail Male, every elder of such younger Sons, and his Sons and their Issue Male, to take before every younger of them, and his Sons and their Issue Male, with Remainder to the Use of all the Sons of *Horace William Beckford* born after the Testator's Decease severally and successively in Tail Male, with Remainder to the Use of *William Augustus Lane Fox* and his Assigns during his Life, with Remainder to the Use of *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, and their Heirs, during the Life of *William Augustus Lane Fox*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of *William Augustus Lane Fox* severally and successively according to Seniority in Tail Male, with divers Remainders over; and by the now-reciting Will a Power of Sale of the Estates thereby devised as herein-before recited was created, to be exercised by *George Lane Fox, Sackville Walter Lane Fox, Thomas Atkinson, and John Parkinson*, and others, as therein expressed, and Provision was thereby made for the Application of the Moneys arising by such

Sales

Lord Rivers' Estate Act, 1857:

Sales in the same Manner as the net Moneys to arise by the Sale of Timber as thereby directed, and which net Moneys were thereby directed to be applied, at the Discretion of the Trustees thereof, in paying off Incumbrances on the Estates, or in the Improvement of the Estates, by erecting Farmhouses and Outbuildings, or by draining or planting, or in purchasing Freeholds, Copyholds, or Leaseholds in *Dorset* or *Wilts*, to be settled in like Manner as the Estates thereby devised, as herein-before recited; and in the now-reciting Will is contained a Proviso by which the Testator directed that Estates comprising other Parts of the Hereditaments specified in the Second Schedule should be settled as therein expressed: And whereas the recited Will contained a Power of Jointure in favour of the Right Honourable *George Pitt Rivers*, now *Lord Rivers*: And whereas by an Act passed in the Session of the Second and Third Years of *William* the Fourth (Private), Chapter Eighteen, intituled *An Act for effectually settling all the Estates in Great Britain which by the Will of the late Right Honourable George Pitt Rivers Lord Rivers deceased, dated the Fifteenth of March One thousand eight hundred and twenty-three, are required to be settled by the Right Honourable George Pitt Rivers, now Lord Rivers, to the Uses directed by such Will*, it was enacted, that Estates to which the recited Proviso contained in the recited Will related (comprising Parts of the Hereditaments specified in the Second Schedule) should from and immediately after the passing of the now-reciting Act be limited and settled, and the same were thereby limited and settled, (subject nevertheless to the several Mortgages and other Incumbrances subject to which the same Estates were by that Proviso directed to be settled,) as to Parts thereof, comprising Parts of the Hereditaments specified in the Second Schedule, to such Uses and upon such Trusts and subject to such Powers and Provisions as were by the recited Will limited and declared of the Estates thereby devised in strict Settlement, as herein-before recited, and as to Parts thereof (comprising the Residue of the Hereditaments specified in the Second Schedule) to the Use of *Lord Rivers* during his natural Life, with Remainder to the Use of *George Lane Fox*, *Sackville Walter Lane Fox*, *Thomas Atkinson*, and *John Parkinson*, and their Heirs, during the natural Life of *Lord Rivers*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of *Lord Rivers* severally and successively in Tail Male, with Remainder to the Use of *Horace Pitt* and his Assigns during his Life, with Remainder to the Use of *George Lane Fox*, *Sackville Walter Lane Fox*, *Thomas Atkinson*, and *John Parkinson*, and their Heirs, during the natural Life of *Horace Pitt*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of *Horace Pitt* severally and successively in Tail Male, with Remainder to the Use of *Lord Rivers* in Fee: And whereas *Horace William Beckford*, late

Lord

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Lord *Rivers*, had no Son younger than *Horace Pitt*, his Second Son : And whereas Lord *Rivers* married the Honourable *Susan Georgiana*, Daughter of the late Earl *Granville*, and by her he has Issue Two Sons only, now living, (to wit,) the Honourable *William Frederick Pitt*, his elder surviving Son, and the Honourable *Henry Peter Pitt*, his younger surviving Son, who are both Infants, but has no other Issue Male capable of taking under the recited Limitations or any of them : And whereas by an Indenture dated the Twenty-sixth Day of *January* One thousand eight hundred and thirty-three, between Lord *Rivers* of the First Part, the Right Honourable *Granville Viscount Granville* and the now Lady *Rivers*, then the Honourable *Susan Georgiana Leveson Gower*, of the Second Part, and his Grace *George Granville Duke of Sutherland*, then commonly called Marquis of the County of *Stafford*, and *William Loftus Lowndes*, of the Third Part, the Hereditaments specified in the Second Schedule to this Act annexed, or Parts thereof, were charged with the Payment to the Duke of *Sutherland* and *William Loftus Lowndes* of a yearly Sum for the separate Use of Lady *Rivers* during her Coverture by Lord *Rivers* by way of Pin Money for her : And whereas on the Marriage of Lord and Lady *Rivers*, in exercise of the Power in that Behalf created by the recited Will, the Hereditaments specified in the Second Schedule to this Act annexed, or Parts thereof, were charged with Payment to Lady *Rivers* of a yearly Rentcharge for her Life, after the Death of Lord *Rivers*, by way of Jointure for her : And whereas *Horace Pitt* has no Issue : And whereas *William Augustus Lane Fox* married the Honourable *Caroline Douglas*, and has departed this Life : And whereas *William Edward Lane Fox*, the First Son of *William Augustus Lane Fox*, who attained full Age, died without having been married, and *Augustus Henry Lane Fox*, the Second Son of *William Augustus Lane Fox*, has attained full Age : And whereas *George Lane Fox*, *Thomas Atkinson*, and *John Parkinson* have respectively departed this Life : And whereas by an Indenture dated the Fifth Day of *May* One thousand eight hundred and fifty-six, between Lord *Rivers* of the First Part, *Sackville Walter Lane Fox* of the Second Part, the Right Honourable *Granville George Leveson Gower Earl Granville*, therein called *George Leveson Gower Earl Granville*, the Right Honourable *Thomas Crosbie William* (therein by Mistake called *Henry Otway*) Lord *Dacre*, and *William Loftus Lowndes* of the Third Part, and *William James Farrer* of the Fourth Part, Lord *Rivers*, in exercise of a Power for that Purpose given by the recited Will, appointed Earl *Granville*, Lord *Dacre*, and *William Loftus Lowndes* to be Trustees in the Place of *George Lane Fox*, *Thomas Atkinson*, and *John Parkinson*, for the Purposes of the recited Will, and by virtue of the same Indenture, and an Indenture dated the Sixth Day of *May* One thousand eight hundred and fifty-six, between *William James Farrer* of the one Part and *Sackville Walter*

Lord Rivers' Estate Act, 1857.

Walter Lane Fox, Earl Granville, Lord Dacre, and William Loftus Lowndes of the other Part, the Hereditaments specified in the Second Schedule to this Act annexed were conveyed to *Sackville Walter Lane Fox Earl Granville, Lord Dacre, and William Loftus Lowndes*, their Heirs and Assigns, accordingly: And whereas *Sackville Walter Lane Fox Earl Granville, Lord Dacre, and William Loftus Lowndes* are now the Trustees to preserve contingent Remainders, and the Trustees of the recited Power of Sale created by the recited Will: And whereas the several Persons named in the First Schedule to this Act annexed respectively are or claim to be Incumbrancers, as therein expressed, on the Life Estate of *Lord Rivers* in the Estates to which this Act relates, or Parts thereof: And whereas an Act has been passed in the present Session of Parliament, intituled *An Act for authorizing an Extension of the Dorset Central Railway, for regulating the Capital of the Dorset Central Railway Company, and for other Purposes*, whereby the *Dorset Central Railway Company* (in this Act called "the Company") are authorized to make and maintain the Railways in the Counties of *Dorset* and *Somerset* therein described, and for the Purposes thereof to enter upon, take, and use the Lands therein referred to, comprising the Hereditaments specified in the Second Schedule to this Act annexed, or Parts thereof: And whereas the making and maintaining of the intended Railways would be of great Benefit to the Settled Estates in the County of *Dorset* comprised in the recited Will and recited Act respectively, and to the several Persons now and hereafter entitled thereto: And whereas the Company and *Lord Rivers* are respectively desirous, and it would be a Benefit to the several Persons now and hereafter entitled to the Settled Estates, that such of the Hereditaments specified in the Second Schedule as will be taken by the Company should be sold and conveyed to them in consideration partly of a yearly Rentcharge or several yearly Rentcharges, and partly of a gross Sum or several gross Sums, but the recited Power of Sale created by the recited Will does not authorize any such Sale, and with a view to facilitate the making and maintaining of the intended Railways, and to secure the Benefits thereby to accrue to the Settled Estates, it is expedient that such Provision as by this Act made be made for authorizing such Sale to the Company of the Hereditaments specified in the Second Schedule: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *Lord Rivers*, on behalf of himself and *William Frederick Pitt* and *Henry Peter Pitt*, his infant Sons, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

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Lord Rivers' Estate Act, 1857.

Short Title.

I. This Act may be cited for all Purposes as "Lord Rivers' Estate Act, 1857."

Trustees for executing Act.

II. The several Powers of this Act to be exercised by the Trustees may from Time to Time be exercised by *Sackville Walter Lane Fox*, *Granville George Earl Granville*, *Thomas Crosbie William Lord Dacre*, and *William Loftus Lowndes*, and the Survivors and Survivor of them, and other the Persons and Person being from Time to Time the Trustees and Trustee of the recited Power of Sale created by the recited Will, or such of those several Persons respectively as from Time to Time act in the Execution of this Act, and they and he respectively are and is comprised in the Expression "the Trustees" in this Act contained.

Power for Trustees to sell, and Company to purchase, Hereditaments specified in Second Schedule.

III. The Trustees from Time to Time may sell and convey and the Company may purchase and take a Conveyance of all or such Parts as they mutually agree on of the Hereditaments specified in the Second Schedule, and every such Sale and Purchase may be made in consideration partly of a yearly Rentcharge payable by the Company, and partly of a gross Sum.

Consent to Sale.

IV. Provided always, That the Trustees shall not make any such Sale without the Consent in Writing of *Lord Rivers* during his Life, or after his Decease of the Person from Time to Time entitled under the Limitations of the recited Will and the recited Act respectively to the actual Possession or the Receipt of the Rents and Profits of the Hereditaments specified in the Second Schedule, if such Person be of full Age, or if not of his Guardian.

Yearly Rentcharge to be redeemable by Company.

V. Provided always, That every such Sale and Purchase shall be made on the Terms of its being obligatory on the Company to redeem the yearly Rentcharge at latest at the Expiration of Twenty-five Years after the Commencement thereof, but the Company may redeem it at any earlier Period if they think fit, such Redemption to be on such Terms and Conditions as to the Amount to be paid by the Company for the Redemption of the yearly Rentcharge, and as to the Payment of the Amount either in One Sum or by Instalments, and as to any Notice to be given by the Company of their Intention to redeem, and with such other incidental Provisions as the Trustees and the Company shall mutually agree on.

Limitation of yearly Rentcharge.

VI. The yearly Rentcharge shall be limited and settled to and upon the like Uses and Trusts, and with, under, and subject to the like Powers and Provisions, and, so far as Circumstances will permit, in like Manner in other respects, as the Hereditaments specified in the Second Schedule now stand limited and settled.

VII. So

Lord Rivers' Estate Act, 1857.

VII. So far as Lady *Rivers's* Pin Money and Jointure, and the several Incumbrances specified in the First Schedule respectively comprise or affect the Hereditaments sold to the Company under this Act, the yearly Rentcharge shall be comprised in or affected by the same Pin Money, Jointure, and Incumbrances respectively, according to their respective Priority: Provided always, that in every Case in which the Pin Money or the Jointure or any of those Incumbrances comprises or affects Part only of those Hereditaments, the same shall comprise or affect a proportionate Part only of the yearly Rentcharge, such Part in every Case to bear the like Proportion to the whole of the yearly Rentcharge which the Value of those Hereditaments comprised in or affected by the Pin Money or the Jointure or the respective Incumbrance bears to the whole Value of those Hereditaments.

Yearly Rentcharge to be subject to Incumbrances in First Schedule.

VIII. The yearly Rentcharge shall be by virtue of this Act charged on the Tolls payable under the Company's Act and as the First Charge thereon, and shall be otherwise secured in such Manner as the Trustees and the Company mutually agree, and shall have Priority over all Debts of the Company from Time to Time due on Mortgage, Bond, Covenant, Judgment, or otherwise, and shall be payable half-yearly, and be paid by the Company when and as it becomes payable; and if at any Time any Part thereof be not paid within Thirty Days after it becomes payable, and after Demand thereof, the Person to whom it is payable, if of full Age, or if not his Guardian, may recover from the Company the amount in arrear, with Costs of Suit, in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company wherever found.

Payment of yearly Rentcharge.

IX. The Person from Time to Time entitled under this Act to recover any Part of the yearly Rentcharge may enforce the Payment of the Arrears thereof by the Appointment of a Receiver; and in order thereto the Provisions of Sections Fifty-three and Fifty-four of "The Companies Clauses Consolidation Act, 1845," shall extend and apply to this Act as if the yearly Rentcharge were secured by a Mortgage granted by the Company: Provided always, that the Amount to authorize a Requisition for a Receiver shall be One Year's Payment of the yearly Rentcharge Six Months in arrear.

Receiver for securing yearly Rentcharge.

X. Provided always, That the gross Sum to be paid as Part of the Consideration for a Sale and Purchase under this Act shall be equal to at least One Third of the total Amount to be paid for the Redemption of the yearly Rentcharge.

Amount of gross Sum.

XI. The gross Sum so paid to the Trustees, less the Part thereof, if any, payable to any Lessees or Occupiers by way of Compensation for

Gross Sum to be deemed Money raised for

Lord Rivers' Estate Act, 1857.

under Power
of Sale under
recited Will.

for their respective Interests, shall, for the Purposes of the recited Will and the recited Act respectively, be deemed Money raised by the Exercise of the recited Power of Sale created by the recited Will, and shall be dealt with and disposed of accordingly.

Compensa-
tion to be
determined
by Valuation
of Two prac-
tical Sur-
veyors.

XII. The Compensation, whether Rentcharge or a Sum of Money in gross, or both, for any Lands to be purchased from the Trustees, and the Compensation to be paid for any permanent Damage or Injury to any such Lands, shall not be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company, and the other by the Trustees, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices of the Peace for the County of *Dorset* shall, upon the Application of either Party, after Notice to the other Party, nominate; and each of such Two Surveyors, if they agree, or if not then the Surveyor nominated by the Justices, shall annex to the Valuation a Declaration in Writing subscribed by him or them of the Correctness thereof.

If Railway
not com-
pleted
Trustees may
resume Pos-
session of
Land.

XIII. Provided always, That if the Railway over any Land so purchased be not completed and opened for public Traffic within the Time limited by the Company's Act, or any Extension by Parliament of such Time, the Trustees may resume Possession of the Land in question, but in every Case in which they so resume Possession they shall retain the gross Sum paid as Part of the Consideration for the Land in question, and the Company shall pay to the Trustees such a further Sum as with the gross Sum so retained shall be equal to a Moiety of the whole Consideration Money for such Purchase, and thereupon the yearly Rentcharge granted in respect of the same shall cease.

Receipts of
Trustees to
discharge.

XIV. The Receipts of the Trustees for any Moneys payable to them by the Company under this Act, and the Receipts of the Person from Time to Time entitled under this Act, either as Guardian or otherwise, in a fiduciary Character, to receive any Part of the yearly Rentcharge, shall respectively be effectual Receipts for the same respectively, and shall discharge the Company from all Liability, Claims, and Demands in respect thereof.

Indemnity of
Trustees.

XV. In the Execution of this Act the Trustees shall not be liable the one for the other, or any of them, for involuntary Losses, or otherwise, except only for their own respective wilful Act or Default, and they respectively, out of any Money of the Nature of Principal Money coming to their Hands by virtue of this Act, may reimburse themselves respectively all their Costs, Charges, and Expenses of and incident to the Execution of this Act.

XVI. The

Lord Rivers' Estate Act, 1857.

XVI. The Trustees shall not apply any Trust Moneys coming to their Hands by virtue of the recited Will, and the recited Act and this Act, or any of them, in or towards Payment of any of the Expenses of obtaining this Act. Trustees not to pay Expenses of Act.

XVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and every other Person, Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons who by this Act are expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, in, to, out of, or upon the Hereditaments specified in the Second Schedule, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have or enjoyed if this Act were not passed. General Saving.

XVIII. Provided always, That the following Persons are excepted out of the General Saving in this Act contained, and are accordingly the only Persons bound by this Act; (to wit,) first, Lord *Rivers* and his Assigns; secondly, *Sackville Walter Lane Fox*, *Granville George Earl Granville*, *Thomas Crosbie William Lord Dacre*, and *William Loftus Lowndes*, their Heirs, Executors, and Administrators, as Trustees under the recited Will and the recited Act respectively for preserving contingent Remainders, and as Trustees of the recited Power of Sale created by the recited Will respectively; thirdly, *William Frederick Pitt* and the Heirs Male of his Body; fourthly, *Henry Peter Pitt* and the Heirs Male of his Body; fifthly, the unborn Sons of Lord *Rivers*, and the respective Heirs Male of their Body; sixthly, *Horace Pitt* and his Assigns; seventhly, the unborn Sons of *Horace Pitt*, and the respective Heirs Male of their Bodies; eighthly, *Augustus Henry Lane Fox* and the Heirs Male of his Body; ninthly, all and every Person or Persons claiming or to claim any Estates, Right, Title, Interest, Charge, Lien, or Incumbrance, either at Law or in Equity, or Power, in, to, out of, or over the several Hereditaments specified in the Second Schedule, or any of them, or any Part thereof, expectant or dependant upon or collateral to the Estate Tail limited by the recited Will and the recited Act respectively to *Augustus Henry Lane Fox* as the First Son of *William Augustus Lane Fox*, or to take effect after the Determination or in defeasance of that Estate Tail; tenthly, Lady *Rivers* in respect of the yearly Sum secured to her by the recited Indenture of the Twenty-sixth Day of *January* One thousand eight hundred and thirty-three, and also in respect of her Jointure, and the Duke of *Sutherland* and *William Loftus Lowndes*, their Executors, Administrators, and Assigns, as Trustees for Lady *Rivers* accordingly; eleventhly, the several Persons respectively named in the First Schedule, and their respective Heirs, Persons bound by Act.

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Executors, Administrators, and Assigns, in respect of the several Incumbrances respectively specified in that Schedule; and twelfthly, the Company and their Assigns.

Consent of
Horace Pitt.

XIX. Inasmuch as it is unknown where *Horace Pitt* is at the present Time, and his Consent to this Act has not been proved, therefore this Act shall not be of any Effect as against *Horace Pitt* or his Assigns, or as against the unborn Sons of *Horace Pitt*, or the Heirs Male of their respective Bodies, or as against any Person claiming by, from, through, or under those Persons respectively, unless and until the Consent of *Horace Pitt* on behalf of himself and his now unborn Sons be signified by Writing under his Hand, or if he have a Son or Sons, and die, the Consent of the Guardians of such Son or Sons, be signified by Writing under their Hands, attested by at least One Witness, and the Writing containing the Consent of *Horace Pitt*, or, as the Case may be, of the Guardians of his Son or Sons, be enrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act; and after the Enrolment of such Consent it shall be deemed Part of this Act, and shall be as binding and conclusive on *Horace Pitt* and his Assigns, and his unborn Sons, and the Heirs Male of their respective Bodies, and all Persons claiming or to claim by, from, through, or under him and them respectively, as if it had been obtained and proved before the passing of this Act; and the Consent may be given in a Form to the following Effect; to wit,

‘ I, *Horace Pitt*, on behalf of myself and my Sons, and the Heirs
‘ Male of their respective Bodies, hereby consent to “Lord
‘ *Rivers's Estate Act, 1857.*”

Provided always, that if *Horace Pitt* shall die without Issue Male before his Consent is so signified, then this Clause and the Restriction therein contained shall be absolutely void to all Intents and Purposes whatsoever.

Consent of
Augustus
Henry Lane
Fox.

XX. Inasmuch as *Augustus Henry Lane Fox* is abroad, and his Consent to this Act has not been proved, therefore this Act shall not be of any Effect as against *Augustus Henry Lane Fox*, or his Issue Male, or as against any Person claiming by, from, through, or under him or them, or as against any Person claiming in remainder or reversion after the Determination of the Estate Tail now vested in *Augustus Henry Lane Fox*, unless and until the Consent of *Augustus Henry Lane Fox*, on behalf of himself and his Issue Male (if any), be signified by Writing under his Hand, or if he have a Son or Sons, and die, the Consent of the Guardians of such Son or Sons, be signified by Writing under their Hands, attested by at least One Witness, and the Writing containing the Consent of *Augustus Henry Lane Fox*, or, as the Case may be, the Guardians of his Son or Sons, be enrolled in
Her

Lord Rivers' Estate Act, 1857.

Her Majesty's High Court of Chancery within Three Years after the passing of this Act; and after the Enrolment of such Consent it shall be deemed Part of this Act, and shall be as binding and conclusive on *Augustus Henry Lane Fox* and his Issue Male, and all Persons claiming or to claim by, from, through, or under him and them respectively, or claiming in remainder or reversion after the Determination of the Estate Tail now vested in *Augustus Henry Lane Fox*, as if it had been obtained and proved before the passing of this Act; and the Consent may be given in a Form to the following Effect; to wit,

‘ I *Augustus Henry Lane Fox*, on behalf of myself and my Issue Male, hereby consent to “ Lord *Rivers's* Estate Act, 1857.”’

Provided always, that if *Augustus Henry Lane Fox* die without Issue Male before his Consent is so signified, then this Clause and the Restriction therein contained shall be absolutely void to all Intents and Purposes whatsoever.

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

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

Lord Rivers' Estate Act, 1857.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Incumbrances on Lord Rivers' Life Estate in the Hereditaments specified in the Second Schedule, or Parts thereof.

Incumbrances.	Incumbrancers.	For whom.
Mortgage - -	Sir Alexander Grant, Bart.	Trustee for the Creditors of the Right Honourable Horace William late Lord Rivers.
Mortgage - -	Henry Ker Seymer -	Himself.
Mortgage - -	William James Farrer -	Trustee for the devised Estates.
Mortgage - -	William Routh -	The Economic Life Assurance Society.
Mortgage - -	Henry Willock, Raikes Currie, Charles Dashwood Bruce, Samuel Thornton, Charles Otway Mayne.	The Universal Life Assurance Society.
Mortgage - -	Robert Rideout Harvey -	Himself.
Mortgage—Further Charge	Robert Rideout Harvey -	Himself.
Mortgage - -	James Forbes Young -	Himself.
Mortgage - -	James Burtt -	Himself.

Henry Young.

THE SECOND SCHEDULE.

Hereditaments in the County of Dorset, being Part of the Settled Estates of which Lord Rivers is now Tenant for Life in possession, and proposed to be taken by the Dorset Central Railway Company.

The several Lands and Hereditaments situate in the several Parishes of Stourpaine, Shilling Okeford, Okeford Fitzpaine, and Sturminster Newton, which are respectively delineated on the Plans and specified in the Books of Reference deposited by the Company with the Clerk of the Peace for the County of Dorset in November 1856.

William James Farrar.

LONDON:

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