



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. 2.

An Act for modifying the Trusts of the Settled Estates of the Right Honourable *George James Earl of Winchilsea and Nottingham* declared by his Marriage Settlement, and to take effect during his Lifetime, and of which the Short Title is “Earl of *Winchilsea’s* Estate Act, 1865.” [5th July 1865.]

WHEREAS by an Indenture of Settlement dated the Eighth Day of *May* One thousand eight hundred and forty-three between the Right Honourable *George William* then Earl of *Winchilsea and Nottingham*, since deceased, (in this Act called the late Earl,) of the First Part, the Right Honourable *George James* now Earl of *Winchilsea and Nottingham* (therein called Viscount *Maidstone*, and in this Act called the now Earl,) of the Second Part, and the Honourable *Daniel Finch* and *John Pemberton Plumtre* of the Third Part, the Manors and other Hereditaments in the Counties of *Kent* and *Northampton* mentioned in the First Schedule to this Act annexed (in this Act called “the Settled Estates”) were settled, subject to divers Charges thereon, as therein expressed, to the Use of such Persons, for such Estates, upon such Trusts, for such Purposes,

Indenture dated 8th May 1843.

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charged

Earl of Winchilsea's Estate Act, 1865.

Indenture
dated 5th
Aug. 1846.

charged with such Sums, subject to such Powers, Provisoos, Declarations, and Agreements, and in such Manner in all respects as the late Earl and the now Earl by Deed should jointly appoint, and in default of such Appointment to the Use of the late Earl for his Life, with Remainder to the Use of the now Earl for his natural Life, without Impeachment of Waste, with divers Remainders over, in strict Settlement, and with divers Powers exerciseable by the several Tenants for Life respectively: And whereas by an Indenture of Settlement dated the Fifth Day of *August* One thousand eight hundred and forty-six between the late Earl of the First Part, the now Earl (therein called Viscount *Maidstone*) of the Second Part, the Right Honourable *Constance Henrietta Paget* (commonly called Lady *Constance Henrietta Paget*) of the Third Part, the Right Honourable *Adolphus Fitzclarence* (commonly called Lord *Adolphus Fitzclarence*) and the Right Honourable *Clarence Edward Paget* (commonly called Lord *Clarence Edward Paget*) of the Fourth Part, the Right Honourable *Alfred Henry Paget* (commonly called Lord *Alfred Henry Paget*) and the Honourable and Reverend *Daniel Heneage Finch Hatton* Clerk of the Fifth Part, the Most Noble *Charles* Duke of *Richmond*, then the Right Honourable *Charles Gordon Lennox* (commonly called Earl of *March*), and *Christopher Turnor*, of the Sixth Part, and the Right Honourable *Robert Jocelyn* (commonly called Viscount *Jocelyn*) and the Right Honourable *George Augustus Frederick Paget* (commonly called Lord *George Augustus Frederick Paget*) of the Seventh Part, (being a Settlement executed on the Marriage then intended of the now Earl with Lady *Constance Henrietta Paget*,) and in this Act called the Marriage Settlement, the Settled Estates, subject to the Charges and Powers therein expressed, were limited to the Use of Lord *Adolphus Fitzclarence* and Lord *Clarence Edward Paget* for a Term of Ninety-nine Years, upon the Trusts therein-after declared, but which have determined, and subject thereto, and after Uses which determined on the Death of the late Earl, to the Use of Lord *Alfred Henry Paget* and *Daniel Heneage Finch Hatton* for a Term of Two hundred Years, upon the Trusts therein-after declared, but which have since determined, and subject thereto to the Use of the late Earl and his Assigns for his Life, with Remainder to the Use of the Duke of *Richmond* and *Christopher Turnor* for a Term of One hundred Years from the Decease of the late Earl, if the now Earl should so long live, (in this Act called the determinable Term,) upon the Trusts therein-after declared thereof, with Remainder to Trustees for a Term of Years, with Remainder to the First and every other Son of the Marriage, severally and successively according to Seniority in Tail Male, with divers Remainders over, in strict Settlement; and it was thereby agreed and declared that the Settled Estates which were limited to the Duke of *Richmond* and *Christopher Turnor* for
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the determinable Term were so limited to them upon trust that they and the Survivor of them, and the Executors and Administrators of the Survivor, from and after the Decease of the late Earl, and until the now Earl should assign, charge, or otherwise dispose of the Settled Estates or the Rents and Profits thereof, or execute any Instrument whereby he should agree so to do, or should do or cause or suffer to be done any other Act whatsoever whereby the Settled Estates or any of them, or the Rents and Profits thereof, if vested in or payable unto himself, would, by Operation of Law or otherwise, become vested in or become payable to some other Person or Persons, should pay unto or permit and suffer the now Earl to receive the Rents and Profits for his own proper Use and Benefit, he nevertheless paying and satisfying all the Annuities and the Interest on all the Charges and Incumbrances then affecting or which from Time to Time should affect the Settled Estates or any of them which should or might have Priority over the determinable Term; and from and after the Determination in manner aforesaid of the Trust lastly therein-before declared then upon trust thenceforth during the Residue of the determinable Term to receive and take the Rents and Profits of the Settled Estates, after Payment and Satisfaction of all the Annuities and the Interest on all the Charges and Incumbrances, and to pay, apply, and dispose of the same Rents and Profits for the Maintenance, Support, Subsistence, Advantage, and Benefit of the now Earl and his then intended Wife, or any future Wife of the now Earl, and the Child or Children and Issue of the now Earl by every or any such Wife, and all and every or any One or more of them, in exclusion of the other or others of them, by purchasing or providing and continuing for them or any of them a proper Establishment, and all Necessaries and Comforts that might be requisite, or otherwise for their, his, or her Benefit and Advantage, in such Manner as the Duke of *Richmond* and *Christopher Turnor*, or the Survivor of them, or the Executors or Administrators of the Survivor, should of their or his own absolute and uncontrolled Discretion think fit, with full Power for the Trustees or Trustee for the Time being of the determinable Term to exclude from such Benefits such One or more of the now Earl and his then intended or future Wife and his Child or Children and Issue as they or he should think fit: And whereas the Marriage of the now Earl with the Lady *Constance Henrietta Paget*, now Countess of *Winchilsea and Nottingham*, his Wife, was solemnized on the Sixth Day of *August* One thousand eight hundred and forty-six: And whereas there have been Issue of the Marriage Four Children, and no more, who are all now living; that is to say,

The Right Honourable *George William Heneage Finch Hatton* (commonly called Viscount *Maidstone*), born on the Twenty-sixth Day of *December* One thousand eight hundred and fifty-two,

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two, the only Son of the Marriage, and Heir Apparent of the now Earl, and Tenant in Tail of the Settled Estates in Remainder immediately expectant on the Decease of the now Earl;

The Right Honourable *Constance Eleanora Caroline Finch Hatton* (commonly called Lady *Constance Eleanora Caroline Finch Hatton*), born on the Twelfth Day of *June* One thousand eight hundred and forty-seven;

The Right Honourable *Mabel Emily Finch Hatton* (commonly called Lady *Mabel Emily Finch Hatton*), born on the Thirteenth Day of *October* One thousand eight hundred and forty-nine; and

The Right Honourable *Hilda Jane Sophia Finch Hatton* (commonly called Lady *Hilda Jane Sophia Finch Hatton*), born on the Third Day of *March* One thousand eight hundred and fifty-six:

And whereas the late Earl died on the Eighth Day of *January* One thousand eight hundred and fifty-eight: And whereas on the Death of the late Earl the now Earl became and he still is entitled, under the Trusts of the determinable Term and on the Terms of those Trusts, to the Receipt of the Rents and Profits of the Settled Estates, for his own proper Use and Benefit: And whereas when the now Earl succeeded to the Settled Estates he was indebted to divers Persons in a considerable Sum of Money which his Income since the Death of the late Earl has been insufficient to enable him to discharge, and in endeavouring to discharge them he has incurred other Debts: And whereas by reason of the Trusts of the determinable Term the now Earl has been and is unable to effect any Security on his Life Interest in the Settled Estates: And whereas the Settled Estates are subject to the several yearly Sums and other Charges and Incumbrances which are set forth in the Second Schedule to this Act annexed: And whereas the Income from the Settled Estates, after providing for those yearly Sums and the yearly Interest on those other Charges and Incumbrances, is of an Amount sufficient for the Maintenance of the now Earl and his Wife and Children, but by reason of the Trusts to take effect on the now Earl's making any Charge on the same is not available as a Security for the Payment of his Debts: And whereas the now Earl has been and still is anxious to provide for the Payment of all his Debts, and he has, since the Time when he succeeded to the Settled Estates, paid very large Sums of Money by way of Interest thereon and otherwise in respect thereof, but by reason of his Inability to give any Security on his Life Interest in the Settled Estates he has been unable to give more than his personal Security for the Payment of his Debts: And whereas by reason that the pecuniary Value of the personal Security of the now Earl is dependent not only on the Continuance of his
Life

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Life but also on the Continuance of his Right under the Trusts of the determinable Term to receive the Income of the Settled Estates, he has been under the Necessity not only of effecting and keeping up at his own Expense Life Assurances for providing for Payment of some of his Debts, but also of borrowing, at exorbitant Rates of Interest, Monies for discharging some and renewing others of his Debts, and thus the Amount of his Debts has been and still is increasing: And whereas while the Amount of the Debts of the now Earl is thus on the Increase the Means at his Disposal for the Maintenance of himself and his Wife and Children are proportionately diminishing: And whereas it is considered that if the Right of the now Earl under the Trusts of the determinable Term to receive the Income of the Settled Estates had already ceased, and the Income were under those Trusts receivable and distributable by the Trustees of the determinable Term, it would not be competent to those Trustees to make such an Appropriation of the Income as would provide for the Discharge of the now Earl's Debts on more favourable Terms: And whereas it would be greatly to the Advantage of the now Earl's Children entitled under the Limitations of the Marriage Settlement in Remainder after his Decease, that by his being relieved from his present Debts and future Accumulations of the Interest thereon he should be enabled the better to provide for their Maintenance and bringing up in accordance with their Station in Life, which, if the Accumulations of the Interest on his Debts were to continue, he would be precluded from doing: And whereas it would also be greatly to the Advantage of the now Earl and his Wife, and they and the Trustees of the determinable Term are desirous, that Provision should be made for the Discharge of the Debts of the now Earl: And whereas inasmuch as the now Earl and his Wife and Children are the only Objects of the Trusts of the determinable Term it is considered that it would be consistent with the general Intention of those Trusts, and under the special Circumstances of the Case expedient, that the now Earl, with the Consent of the Trustees of the determinable Term, be authorized to raise on the Security of the Income of the Estates during his own Life, as by this Act is provided, a Sum sufficient for the Discharge of the Debts and Liabilities of the now Earl and the other Purposes of this Act, and for the Application accordingly of the Monies so raised, and that the Trusts of the determinable Term, under which the Income from the Settled Estates is to be applied at the Discretion of the Trustees, should, in accordance with the Provisions of this Act, come into immediate Operation: And whereas the Provisions of this Act will be advantageous to the Creditors of the now Earl: And whereas a List of the Claims upon the now Earl up to the First Day of *January* One thousand eight hundred and sixty-five, or contracted since that Day, amounting altogether to Forty-five thousand Pounds or thereabouts,

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abouts, has been made, and has been signed by the now Earl: And whereas the Provisions of this Act do not affect the Estate or Interest in the Settled Estates of any Person entitled thereto in Remainder after the Decease of the now Earl: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *George James Earl of Winchilsea and Nottingham* 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; (that is to say,)

Short Title. 1. This Act may for all Purposes be cited as "Earl of *Winchilsea's* Estate Act, 1865."

Powers of Act to be executed by Trustees. 2. The Powers and Trusts of this Act to be executed by the Trustees shall be executed by *Charles Duke of Richmond* and *Christopher Turnor*, their Executors or Administrators, and other the Trustees and Trustee from Time to Time of the Term of One hundred Years determinable with the Life of the now Earl limited by the recited Marriage Settlement, and who respectively is and are comprised in the Expression "the Trustees" in this Act, but where any Consent is by this Act required only with the Consent so required.

Power to raise Money on Mortgage of the Earl's Life Interest in Settled Estates. 3. The now Earl from Time to Time, with the Consent of the Trustees, testified by Deed, may raise for the Purposes of this Act, on the Security during the Life of the now Earl of all or any Part of the Settled Estates comprised in the determinable Term, and if and so far as is found requisite with the collateral Security of any Assurances on the Life of the now Earl or on the joint Lives of the now Earl and any other Person, any Sums not exceeding in the whole Fifty thousand Pounds, besides the Expenses of raising and securing the same, and in order to secure the Repayment of the Principal Sums so raised, with Interest, at such Rate as the now Earl, with the like Consent, shall think fit thereon, and the Monies from Time to Time payable for effecting and keeping on Foot the Assurances, the now Earl, with the like Consent, may mortgage for the Life of the now Earl the Settled Estates or any Part thereof to the Persons advancing the Principal Sums or their respective Nominees, and the Mortgages shall be paramount to the determinable Term, and may contain such Powers of Sale and other Powers and Provisions as the now Earl, with the like Consent, shall think fit.

Power to reborrow. 4. If and when the now Earl after having secured any Money by any Mortgage under this Act is required, or, with the Consent in Writing

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Writing of the Trustees, thinks fit to pay off the Money thereby secured or any Part thereof, the now Earl, with the like Consent, may reborrow and mortgage for the Purpose as in case of the original borrowing thereof.

5. The now Earl, after having made any Mortgage under this Act, from Time to Time, with the Consent in Writing of the Trustees, may make and concur in all such Transfers of and other Dealings with the Mortgage, and may procure all such Releases or Reconveyances of the mortgaged Premises or any Part thereof, and may make, concur in, and procure all such other Dealings with and Dispositions of the Mortgage or the mortgaged Premises comprised therein, or any Part thereof, as the now Earl, with the like Consent, from Time to Time think expedient.

Power to concur in Transfers of Mortgage, &c.

6. The Principal Monies from Time to Time raised under this Act shall be paid by the Lenders thereof into a Bank approved by the Trustees to the Credit of a joint Account of the now Earl and the Trustees, and shall be drawn thereout by Drafts to Order, signed by the now Earl and the Trustees, or in case of the Death of the now Earl before the whole thereof is so drawn out then by Drafts to Order signed by the Trustees.

Monies raised to be paid into a Bank, &c.

7. The Trustees, with the Consent of the now Earl, may purchase, out of the Monies raised under this Act, at a Valuation approved by the Trustees, all such Parts as the Trustees think fit of the now Earl's Household Furniture, including Plate, China, Glass, Pictures, Prints, Books, Ornaments, and other Household Effects whatsoever, in and about the now Earl's Mansion at *Eastwell Park*.

Power for Trustees to purchase now Earl's Furniture at Eastwell Park.

8. The Furniture so purchased shall be assigned to and vested in the Trustees, and shall be settled by them upon such Trusts and subject to such Powers and Provisions as they think proper for securing that the same, so long as the Rules of Law and Equity permit, shall be held and enjoyed as Heirlooms at the Mansion House of *Eastwell Park* by the now Earl and his Issue successively entitled thereto under the Limitations of the Marriage Settlement, and, subject thereto, upon trust for the now Earl, and shall be duly maintained and preserved accordingly.

Furniture purchased to be settled as Heirlooms.

9. The Principal Monies from Time to Time raised under this Act, so far as the same suffice, shall be applied by the now Earl, with the Concurrence of the Trustees, as follows, and not otherwise; (that is to say,)

Application of Monies raised by the Earl.

First, in Payment of the Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act, and the

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the Expenses of raising and securing and applying the Monies ; and subject thereto,

Secondly, in discharge of the Claims upon the now Earl which are specified in the List thereof referred to in the Preamble to this Act, including the Repayment to the now Earl of any Parts thereof paid by him ; and subject thereto,

Thirdly, in paying for the valuing of and in purchasing from the now Earl, and settling in accordance with this Act, his Furniture at his Mansion of *Eastwell Park* :

Provided that where any Money is raised for paying off all or any Part of the Money secured by any prior Mortgage the Money so raised shall be applied accordingly.

Special Application by Trustees of Parts of Income from Settled Estates during now Earl's Life.

10. From and after the passing of this Act the Trustees may and shall make such Provision as they from Time to Time think proper for the due Application during the Life of the now Earl of a sufficient Part of the Rents and Profits of the Settled Estates for the following Purposes ; (that is to say,)

First, for the Payment from Time to Time, when and as the same fall due, of such of the yearly Sums and the Interest on such of the other Charges and Incumbrances respectively specified in the Second Schedule to this Act annexed as are from Time to Time subsisting ; and subject thereto,

Secondly, for the Payment of the Expenses of and incident to the Execution of this Act by the Trustees and the now Earl ; and subject thereto,

Thirdly, for the Payment from Time to Time, when and as the same become due, of the Interest on the Principal Sums raised by the now Earl, with the Consent of the Trustees under this Act, and of the Sums requisite for effecting and keeping on foot the Assurances constituting the collateral Security for the Repayment of the Principal Sums so raised ; and subject thereto,

Fourthly, in providing for the proper Maintenance and Repair of the Settled Estates during the Life of the now Earl ; and subject thereto,

Fifthly, in insuring and keeping insured against Fire to the full insurable Value thereof the Mansion of *Eastwell Park* and all the Heirlooms from Time to Time thereat.

General Application of Income from Settled Estates during now Earl's Life.

11. Subject to the Provisions of this Act, the Rents and Profits of the Settled Estates from Time to Time after the passing of this Act falling due during the Life of the now Earl shall be applied and disposed of by the Trustees for the Maintenance, Support, Subsistence, Advantage, and Benefit of all and every or any One or more exclusively of the now Earl and his present or any future Wife, and his Children and Issue by every or any Wife, by purchasing or providing

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viding and continuing for them or any of them a proper Establishment, and all requisite Necessaries and Comforts, or otherwise for their, his, or her Benefit and Advantage, in such Manner as the Trustees, of their own absolute and uncontrolled Discretion, from Time to Time think fit, with full Power for the Trustees from Time to Time to exclude from those Benefits such One or more of the now Earl and his present or any future Wife and his Children and Issue as the Trustees think fit.

12. The Trustees from Time to Time may, by Writing, appoint the now Earl or any other Person whom they think fit to be their Agent for any of the Purposes of this Act, and may make to him such Remuneration for the Performance of his Duties in the Agency as the Trustees think fit.

Power for Trustees to appoint Agent for Purposes of Act.

13. Every Receipt from Time to Time given by the Trustees or their Agent in that Behalf for any Money received by or for the Trustees under this Act, or paid into a Bank, as by this Act directed, shall be a sufficient Discharge for the same, and from all Liability, Claims, and Demands in respect thereof.

Trustees Receipt to discharge.

14. The several Persons who from Time to Time are Trustees under this Act, their Heirs, Executors, and Administrators, shall not be answerable, the one for the other of them or any of them, for any Act or Default of any Agent appointed under this Act, or for any Loss or Expense happening to the Trust Estate, without their respective wilful Act or Default, or for any Want of Maintenance or Repair of any Part of the Settled Estates, or for any Failure in the keeping up of any Assurance or Insurance effected for any of the Purposes of this Act, or for any Loss in respect of the Heirlooms, and they respectively, out of any Monies coming to their respective Hands by virtue of this Act, may reimburse themselves respectively, and allow to the others of them respectively, their respective Costs, Charges, and Expenses in and about the Execution of this Act.

Indemnity of Trustees.

15. The raising of any Sum of Money by the now Earl under this Act on the Security of any Part of the Settled Estates shall, within the Meaning of the Trusts of the determinable Term, but subject and without Prejudice to the Provisions of all the preceding Sections of this Act affecting that Term and the Trusts thereof, be a Disposition by him of the Rents and Profits of the Settled Estates.

Mortgage by now Earl to be Disposition, &c. within Trusts of determinable Term.

16. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every Person having any Annuity or other Charge or Incumbrance on the Settled Estates or any Part thereof, and to every Person now or hereafter entitled under the

General Saving.

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Limitations

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Limitations of the Marriage Settlement to any Estate or Interest in the Settled Estates, and to every other Person and Body Corporate, and to their respective Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, upon, or with respect to the Settled Estates or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

Persons ex-
cepted from
General
Saving, and
bound by
Act.

17. Provided, That the following Persons, and their respective Executors, Administrators, and Assigns, are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say,)

- (A.) *George James Earl of Winchilsea and Nottingham:*
- (B.) *Constance Henrietta Countess of Winchilsea and Nottingham:*
- (C.) *George William Heneage Finch Hatton Viscount Maidstone:*
- (D.) *Lady Constance Eleanora Caroline Finch Hatton:*
- (E.) *Lady Mabel Emily Finch Hatton:*
- (F.) *Lady Hilda Jane Sophia Finch Hatton:*
- (G.) Every future Wife (if any) of the now Earl:
- (H.) Every Child hereafter born of the now Earl:
- (I.) *Charles Duke of Richmond and Christopher Turnor* as Trustees of the determinable Term.

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

18. 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.

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SCHEDULES.

The FIRST SCHEDULE referred to in the foregoing Act.

The Capital Mansion of Eastwell Park, and divers Manors or reputed Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the County of Kent.

The Capital Mansion of Kirby, and divers Manors or reputed Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the County of Northampton.

N.B.—These Hereditaments do not comprise any Advowson.

The SECOND SCHEDULE referred to in the foregoing Act.

Jointure Annuity of Fanny Margareta Dowager Countess of Winchilsea and Nottingham.

Portions for younger Children of the late Earl.

Pin Money of Constance Henrietta Countess of Winchilsea and Nottingham.

Mortgage to Henry John Shepherd.

Yearly Charge in favour of the Land Improvement Company for Money expended in draining and otherwise improving Parts of the Settled Estates.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE.
Printers to the Queen's most Excellent Majesty. 1865.

The first part of the paper discusses the general theory of the subject. It is shown that the theory is based on the principle of least action. The action is defined as the integral of the Lagrangian over time. The Lagrangian is a function of the coordinates and velocities of the particles. The equations of motion are derived from the principle of least action.

The second part of the paper discusses the application of the theory to the case of a particle in a potential. It is shown that the motion of the particle is determined by the potential energy function. The energy of the particle is conserved. The motion is periodic if the potential is periodic.

The third part of the paper discusses the case of a particle in a magnetic field. It is shown that the motion of the particle is determined by the vector potential. The energy of the particle is conserved. The motion is periodic if the vector potential is periodic.

The fourth part of the paper discusses the case of a particle in a time-varying potential. It is shown that the motion of the particle is determined by the time-varying potential. The energy of the particle is not conserved. The motion is non-periodic.