



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 4.

An Act for authorizing Trustees of the Settled Family Estates of the Marquess of *Anglesey* to become the Undertakers under "The *Stapenhill Bridge Act, 1865*," and for extending their Powers over the Settled Estates, and of which the Short Title is "Marquess of *Anglesey's Estate Act, 1867*." [12th *August 1867*.]

WHEREAS by an Indenture of Settlement (in this Act called "the Settlement"), dated the First Day of *December* One thousand eight hundred and forty-three, and enrolled on the Eighth Day of *February* One thousand eight hundred and forty-four in the High Court of Chancery, between *William Lowe* of the First Part, the Most Honourable *Henry William* then late Marquess of *Anglesey* (in this Act called "the late Marquess") of the Second Part, the Most Honourable *Henry* now Marquess of *Anglesey* (in this Act called "the now Marquess"), therein described as the Right Honourable *Henry* Baron *Paget*, commonly called "Earl of *Uxbridge*," the eldest Son and Heir Apparent of the late Marquess, and the Right Honourable *Henrietta Maria* Baroness [Private.]

Indenture, dated 1st Dec. 1843.

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Paget,

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Paget, then commonly called "Countess of *Uxbridge*," the Second and then Wife of the now Marquess, of the Third Part, the Right Honourable *Henry William George Paget*, now commonly called "Earl of *Uxbridge*," then commonly called "Lord *Paget*" (in this Act called "the now Earl"), the eldest Son and Heir Apparent of the now Marquess, of the Fourth Part, *William Lowe* and *Robert Manley Lowe* of the Fifth Part, the Most Noble *Charles* then Duke of *Richmond and Lennox* and Duke of *Aubigny* in the Kingdom of *France* (in this Act called "the late Duke of *Richmond*") and the Right Honourable *William Lord Bagot*, then the Honourable *William Bagot*, of the Sixth Part, the late Duke of *Richmond* and the Right Honourable *John Robert* Viscount *Sydney* (in this Act called "Viscount *Sydney*") of the Seventh Part, *William Lord Bagot* and the Right Honourable *George Stevens* Earl of *Strafford*, therein called "the Right Honourable *George Stevens Byng*," of the Eighth Part, the Right Honourable *Edward Lord Crofton* and *Frederick Paget* (since deceased) of the Ninth Part, and the Right Honourable *John William* Earl of *Sandwich* and *Henry William Paget* of the Tenth Part, the then Family Estates in the County of *Stafford* of the late Marquess were settled, as to Parts of the Estates (after Limitations which have now ceased) to the Use of *Edward Lord Crofton* and *Frederick Paget* for a Term of Years, upon trust for raising Portions for the Children of the now Marquess by his then Wife, and as to the same Parts subject to that Term and the Trusts thereof, and as to all other Parts of the Estates to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the late Marquess and the now Marquess and the now Earl should at any Time or Times during their joint Lives appoint, and in default of such Appointment to the Use and Intent that the now Earl should, during the joint Lives of himself and the late Marquess and the present Marquess, receive a yearly Rentcharge out of the Estates, and to the further Use that in the event (which happened) of the late Marquess dying during the joint Lives of the now Marquess and the now Earl then the now Earl should, after the Decease of the late Marquess, and thenceforth during the joint Lives of himself and the now Marquess, receive another yearly Rentcharge issuing out of the Estates (except Advowsons), with Powers of Distress and Entry and Perception of Rents and Profits for the Recovery of the Rentcharges, and subject thereto, and to the Uses which have ceased, as to all the Estates, to the Use of *John William* Earl of *Sandwich* and *Henry William Paget* for a Term of Years, upon trust for securing the Rentcharges for the now Earl, and subject thereto, and to a Use which has ceased, to the Use of the late Marquess for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life upon the usual Trust to preserve contingent

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contingent Remainders, with Remainder to the Use of the now Marquess and his Assigns for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, with Remainder to the Use of Trustees during his Life upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the now Earl and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Honourable *Henry Paget* (now commonly and in this Act called Lord *Henry Paget*), the Second Son of the now Marquess, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Honourable *Alexander Victor Paget*, the Third Son of the now Marquess (now commonly and in this Act called Lord *Alexander Paget*) and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Fourth and every other Son of the now Marquess lawfully begotten or to be begotten severally and successively according to Seniority in Tail Male, with divers Remainders over; and the Settlement contained divers Powers, and among them

- (a.) Power for the late Marquess or his Heirs at any Time or Times by Deed to charge the Estates with a yearly Rent-charge as an Endowment for the Church or Chapel at or near *Gentleshaw* in the Parish of *Longdon*;
- (b.) Powers for charging the Estates with Jointures for Wives;
- (c.) Powers for charging the Estates with Portions for Children;
- (d.) Power for charging the Estates with a gross Sum for the now Earl by way of Outfit on his Marriage;
- (e.) Powers for Tenants for Life in Possession and of Age, or, if under Age, for Trustees, to grant Mining Leases in respect of Freehold Lands for not exceeding Ninety-nine Years;
- (f.) And also to grant Mining Licences to Copyholders for not exceeding Ninety-nine Years;
- (g.) And also to grant Building and Improving Leases for Ninety-nine Years, with or without divers Liberties, including Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in the Building or Improving Leases as and for the Site of Streets, Squares, Circuses,

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Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof, and also with or without any other Liberties or Privileges which might be usual in Leases of a similar Description in the County of *Stafford*, or which from the Nature of the Case might appear reasonable and proper ;

- (h.) And also to grant Leases for Lives or for Years determinable on Lives ;
- (i.) And also to grant Leases for not exceeding Twenty-one Years absolute ;
- (j.) Powers for Trustees to enfranchise Copyholds ;
- (k.) And also to make Sales and Exchanges of all or any Parts of the Estates, except the Mansion House, Park, and Demesne Lands at *Beaudesert* ;
- (l.) And also to invest the Monies arising from the Sales and Exchanges in the Purchase of Freehold, Leasehold, or Copyhold Estates in *England* or *Wales* to be added to and settled with the Estates ;
- (m.) And also to make interim Investments of the Monies in the Parliamentary Stocks or Public Funds or upon Government or Real Securities in *England* or *Wales* ;
- (n.) Power for the Appointment of new Trustees ;
- (o.) Power for the late Marquess and the now Marquess and the now Earl, during their joint Lives, by Deed, with Consent, as therein expressed, to revoke any of the Uses, Trusts, and Powers of the Settlement, and to appoint new Uses, Trusts, and Estates ;
- (p.) With divers incidental Powers and Provisions ordinarily contained in Settlements of large Family Estates :

And by the Settlement divers Leaseholds for Lives in the County of *Stafford* were conveyed unto and to the Use of the late Duke of *Richmond* and Viscount *Sydney*, their Heirs and Assigns, upon Trusts corresponding with the Limitations of the Freeholds, and divers Leaseholds for Years, absolute, or determinable with Lives, in that County, were assigned to the late Duke of *Richmond* and Viscount *Sydney* upon Trusts corresponding with the Limitations of the Freeholds, and divers Copyholds in that County were covenanted to be surrendered to the Use of the late Duke of *Richmond* and Viscount *Sydney*, their Heirs and Assigns, upon Trusts corresponding with the Limitations of the Freeholds, and divers Trust Monies were assigned to the late Duke of *Richmond* and Viscount *Sydney* upon and for such Trusts, Intents, and Purposes, and with, under, and subject

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subject to such Powers, Provisoos, Agreements, and Declarations, as the late Marquess and the now Marquess and the now Earl should at any Time or Times during their joint Lives by Deed appoint, and in default of such Appointment upon the same Trusts as were therein-before declared concerning the Monies to arise by Sales or Exchanges: And whereas the late Marquess died on the Twenty-ninth Day of *April* One thousand eight hundred and fifty-four, and thereupon the now Marquess became Marquess of *Anglesey* and Tenant for Life, in possession of the Estates then subject to the Settlement: And whereas the now Earl (the First Son of the now Marquess), and Lord *Henry Paget* (his Second Son), and Lord *Alexander Paget* (his Third Son), and Lord *Berkeley Paget* (his Fourth and youngest Son), who was born on the Twenty-fifth Day of *March* One thousand eight hundred and forty-four, are the only Sons of the now Marquess: And whereas the Right Honourable *Florence Cecilia*, now Marchioness of *Hastings*, who was born on the Eighteenth Day of *August* One thousand eight hundred and forty-two, and who, on the Sixteenth Day of *July* One thousand eight hundred and sixty-four, was married to and is now the Wife of the Most Honourable *Henry Weysford Charles Plantagenet Rawdon* Marquess of *Hastings*, is the only Daughter of the now Marquess by his said Second Wife *Henrietta Maria*: And whereas *Henrietta Maria*, the Second and late Wife of the now Marquess, died on the Twenty-second Day of *March* One thousand eight hundred and forty-four: And whereas the now Marquess intermarried on the Eighth Day of *March* One thousand eight hundred and sixty with *Ellen Jane* now Marchioness of *Anglesey* his Third and now Wife: And whereas there has not been any Issue of the Third Marriage of the now Marquess: And whereas the now Earl, being then a Bachelor, intermarried on the Seventh Day of *June* One thousand eight hundred and forty-five with *Sophia* his now Wife, but there has not been any Issue of that Marriage: And whereas Lord *Henry Paget*, being then a Bachelor, intermarried on the Twenty-fourth Day of *August* One thousand eight hundred and fifty-eight with *Elizabeth* his now Wife, but there has not been any Issue of that Marriage: And whereas Lord *Alexander Paget* is a Bachelor: And whereas Lord *Berkeley Paget* is a Bachelor: And whereas, except as appears by the Recitals following, none of the Powers created by the Settlement for charging the Estates with Rentcharges or Sums of Money have been exercised: And whereas the Power of Revocation contained in the Settlement has not been exercised, and by reason of the Death of the late Marquess has ceased: And whereas by an Indenture or Deed of Appointment (in this Act called the Deed of Appointment), dated the Twelfth Day of *February* One thousand eight hundred and forty-four, between the then Marquess and the now Marquess and the now Earl of the one Part, and the late Duke of *Richmond* and Viscount

Indenture,
dated 12th
Feb. 1844.

[Private.]

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Sydney

Marquess of Anglesey's Estate Act, 1867.

Sydney and *Robert Manley Lowe* of the other Part, in exercise of the Power of Appointment limited to them jointly by the Settlement, the late Marquess and the now Marquess and the now Earl appointed all the Estates then subject to the Settlement to the Use of the late Duke of *Richmond* and Viscount *Sydney* and *Robert Manley Lowe*, their Heirs and Assigns, upon trust to raise a Principal Sum of Money, and to secure the same, with Interest, by Mortgage of the Estates, and to re-convey the Estates, subject to the Mortgages, to the Uses of the Settlement, and the Deed of Appointment contained a Power of Revocation by the late Marquess and the now Marquess and the now Earl, but which has not been exercised, and by reason of the Death of the late Marquess has ceased: And whereas by an Indenture of Mortgage, dated the Tenth Day of *September* One thousand eight hundred and forty-four, between the late Duke of *Richmond* and Viscount *Sydney* and *Robert Manley Lowe* of the First Part, the late Marquess of the Second Part, the now Marquess of the Third Part, the now Earl of the Fourth Part, *Andrew Colvile*, *Michael Bland*, and *Daniel Mildred* and *George Hibbert* of the Fifth Part, and the Right Honourable *William Wellesley*, then and now late Earl of *Mornington*, of the Sixth Part, in pursuance of the Trusts of the Deed of Appointment, Parts of the Estates comprised in the Deed of Appointment were conveyed unto and to the Use of *Andrew Colvile* and *Michael Bland*, and *Daniel Mildred* and *George Hibbert*, their Heirs and Assigns, by way of Mortgage thereof, for securing a Principal Sum and Interest: And whereas by an Indenture of Further Charge, dated the Tenth Day of *May* One thousand eight hundred and forty-five, between the late Duke of *Richmond* and Viscount *Sydney* and *Robert Manley Lowe* of the First Part, the late Marquess of the Second Part, the now Marquess of the Third Part, the now Earl of the Fourth Part, and *Andrew Colvile* and *Michael Bland*, and *Daniel Mildred* and *George Hibbert*, of the Fifth Part, in further pursuance of the Trusts of the Deed of Appointment, the Estates so mortgaged by the Indenture of Mortgage above mentioned were further charged with a Principal Sum and Interest: And whereas by an Indenture of Re-conveyance and Settlement, dated the Twentieth Day of *June* One thousand eight hundred and forty-six, between the late Duke of *Richmond* and Viscount *Sydney* and *Robert Manley Lowe* of the First Part, the late Marquess of the Second Part, the now Marquess of the Third Part, the now Earl of the Fourth Part, *William Lowe* of the Fifth Part, and the late Duke of *Richmond* and Viscount *Sydney* of the Sixth Part, in pursuance of the Trusts in that Behalf declared by the Deed of Appointment, the other Trusts whereof had been satisfied, the Estates comprised in the Deed of Appointment, except some small Parts thereof which had been sold and disposed of, were assured to the Uses and upon the Trusts of the Settlement, the Leaseholds and Copyholds and Trust

Monies

Indenture,
dated 10th
May 1845.

Indenture,
dated 20th
June 1846.

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Monies being revested in the late Duke of *Richmond* and Viscount *Sydney*, their Heirs, Executors, Administrators, and Assigns. respectively, accordingly, but as to the Parts thereof comprised in the Mortgage and Further Charge subject to the same and the Principal Monies and Interest thereby secured; and by the same Indenture divers Estates of the late Marquess in the Counties of *Stafford* and *Derby* respectively were limited, subject to the Incumbrances thereon, as therein expressed, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the late Marquess and now Marquess and the now Earl should during their joint Lives appoint, and in default of Appointment to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Agreements, and Declarations, as were in the Settlement limited, declared, and contained, or referred to of and concerning the Freehold Hereditaments therein comprised in default of such joint Appointment as last aforesaid, but not so as to double or increase Charges; and divers Leaseholds for Lives in the County of *Stafford* were conveyed unto and to the Use of the late Duke of *Richmond* and Viscount *Sydney*, their Heirs and Assigns, upon Trusts corresponding to the Limitations of the Freeholds thereby settled; and divers Leaseholds for Years, absolute and determinable with Lives, in the Counties of *Stafford* and *Derby* respectively, were assigned unto the late Duke of *Richmond* and Viscount *Sidney* upon Trusts corresponding with the Limitations of the Freeholds thereby settled; and divers Copyholds in the County of *Stafford* were thereby covenanted to be surrendered to the Use of the late Duke of *Richmond* and Viscount *Sydney*, their Heirs and Assigns, upon Trusts corresponding with the Limitations of the Freeholds thereby settled; and a Freehold Estate then agreed to be mortgaged by the late Marquess was covenanted to be settled, subject to the Incumbrance thereon, to the Limitations of the Freeholds thereby settled: And whereas it appeared by the Mortgage and Further Charge respectively that the Principal Monies thereby secured belonged to the Mortgagees on a joint Account: And whereas *Michael Bland* died on the Nineteenth Day of *April* One thousand eight hundred and fifty-one: And whereas *Andrew Colvile* died on the Third Day of *February* One thousand eight hundred and fifty-six: And whereas by an Indenture, dated the Twenty-first Day of *October* One thousand eight hundred and fifty-seven, between *Daniel Mildred* and *George Hibbert* of the First Part, the now Marquess and the now Earl of the Second Part, and *Edward James Daniell* and *George Hankey*, and *James Michell* and *Octavius Ommanney*, and *William Whitmore*, and *William Wilson*, (therein and in this Act referred to as *Edward James Daniell* and others,) of the Third Part, wherein it was recited that the Principal Money secured by the

Indenture,
dated 21st
Oct. 1857.

Further

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Further Charge, and the greater Part of the Principal Money secured by the Mortgage, had been paid off and discharged, Parts of the Estates comprised in the Mortgage and Further Charge were, by way of Transfer of the Mortgage for Part of the Principal Monies then thereby secured, and the Interest thereon, conveyed to *Edward James Daniell* and others, their Heirs and Assigns: And whereas it appeared by the above-mentioned Indenture of Transfer that the Monies thereby transferred belonged to the Transferees on a joint Account: And whereas by another Indenture, also dated the Twenty-first Day of *October* One thousand eight hundred and fifty-seven, between *Daniel Mildred* and *George Hibbert* of the First Part, the now Marquess and the now Earl of the Second Part, and *John Oliver Hanson* and *William George Prescott* and Sir *William Baynes* Baronet, and *Thomas Chapman* and *William Pulley*, therein and in this Act referred to as "*John Oliver Hanson* and others," of the Third Part, the Residue of the Estates comprised in the Mortgage and Further Charge were, by way of Transfer of the Mortgage for the Residue of the Principal Monies then thereby secured, and the Interest thereon, conveyed to *John Oliver Hanson* and others, their Heirs and Assigns: And whereas it appeared by the last-mentioned Indenture of Transfer that the Monies thereby transferred belonged to the Transferees on a joint Account: And whereas by Two Indentures, each dated the Twenty-ninth Day of *April* One thousand eight hundred and fifty-eight, the one between *Edward James Daniell* and others of the First Part, the now Marquess and the now Earl of the Second Part, and *John Oliver Hanson* and others of the Third Part, and the other between *John Oliver Hanson* and others of the First Part, the now Marquess and the now Earl of the Second Part, and *Edward James Daniell* and others of the Third Part, divers Parts of the Estates comprised in their respective Mortgage Securities were conveyed by *Edward James Daniell* and others to *John Oliver Hanson* and others, and by *John Oliver Hanson* and others to *Edward James Daniell* and others, by way of Exchange, as therein appearing: And whereas all Principal Monies and Interest secured to *Edward James Daniell* and others, and *John Oliver Hanson* and others, by their recited Mortgage Securities, have been paid off and discharged, but no Reconveyance of the Estates comprised in their respective Mortgage Securities has been made: And whereas *John Oliver Hanson* died on the Third Day of *September* One thousand eight hundred and sixty-one: And whereas *William George Prescott* died on the Twenty-ninth Day of *April* One thousand eight hundred and sixty-five: And whereas Sir *William Baynes* died on the First Day of *January* One thousand eight hundred and sixty-six: And whereas by an Indenture, dated the Twenty-seventh Day of *April* One thousand eight hundred and fifty-two, between the late Marquess, the now Marquess, and the now Earl,

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Earl, of the one Part, and the late Duke of *Richmond* and Viscount *Sydney* of the other Part, Provision was made with respect to the raising of Twenty thousand Pounds on Mortgage of the Estates for the Purpose of working Mines in the Estates, or the Application for the Purpose of not exceeding Twenty thousand Pounds raised by Sales or Exchanges of Parts of the Estates: And whereas Ten thousand Pounds (Part of the Twenty thousand Pounds), being Money raised by Sales of Parts of the Estates, has been applied for Mining Purposes accordingly: And whereas it is expedient that the Residue of the Twenty thousand Pounds be not raised or applied under the recited Indenture of the Twenty-seventh Day of *April* One thousand eight hundred and fifty-two: And whereas by an Indenture, dated the Seventh Day of *March* One thousand eight hundred and sixty, between the now Marchioness, then *Ellen Jane Bell*, and then formerly *Ellen Jane Burnand* Spinster, of the First Part, the now Marquess of the Second Part, and *George Sapte Burnand* and *William Finnie* of the Third Part, the now Marquess, in exercise of a Power in that Behalf contained in the Settlement, charged Parts of the Estates then subject to the Settlement with the Payment of a Rentcharge to the now Marchioness during their joint Lives, and if she should survive him with the Payment of a Jointure Rentcharge from and after his Decease for her during her Life, with Powers of Distress and Entry and Perception of Rents and Profits for Recovery thereof, and limited the Estates charged therewith to *George Sapte Burnand* and *William Finnie* for a Term of Years upon Trusts for better securing the Payment of the Rentcharges: And whereas the now Marquess is the Tenant for Life in Possession of the Settled Estates: And whereas Lord *Berkeley Paget* has the First vested Estate Tail in the Settled Estates: And whereas the Persons now living and entitled to the Settled Estates, other than Persons entitled in Remainder after the Estate Tail therein which is vested in Lord *Berkeley Paget*, are—

Indenture,
dated 7th
March 1860.

- (a.) The now Marquess,
- (b.) The now Earl,
- (c.) Lord *Henry Paget*,
- (d.) Lord *Alexander Paget*,
- (e.) Lord *Berkeley Paget*:

And whereas the Persons now unborn who may become entitled to the Settled Estates for Estates prior to the Estate Tail therein which is vested in Lord *Berkeley Paget* are—

- (a.) Issue Male of the now Earl,
- (b.) Issue Male of Lord *Henry Paget*,
- (c.) Issue Male of Lord *Alexander Paget*:

And whereas the Estates specified in the First Schedule to this Act annexed are Parts of the Estates in the Counties of *Stafford* and *Derby* which are now subject to the Settlement, and the same are in

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this Act called "the Settled Estates:" And whereas the Second Schedule to this Act annexed shows the only Incumbrances, other than Leases and Agreements for Leases and Tenancies, to which the Inheritance of the Settled Estates or any Part thereof is now subject: And whereas the now Marquess and the now Earl have mortgaged their respective Life Estates in the Settled Estates or Parts thereof, as appears by the Third Schedule to this Act annexed, and those Mortgage Incumbrances, exclusive of the Incumbrances shown by the Second Schedule to this Act annexed, are the only Incumbrances, other than Leases and Agreements for Leases and Tenancies, to which those Life Estates respectively are now subject: And whereas by the *Stapenhill Bridge Act, 1865*, (in this Act called the Bridge Act,) the Undertakers under that Act were authorized to make and maintain a Bridge over the River *Trent*, with Approaches thereto, commencing in the Township of *Burton Extra*, in that Part of the Parish of *Burton-upon-Trent* which is in the County of *Stafford*, and terminating in the Township of *Stapenhill* in the County of *Derby*, and all necessary and convenient Ways and Approaches from and out of the Bridge and Approaches, to communicate with Buildings and Lands adjoining or near thereto, and all Piers and Abutments, Walls, Banks, and other Works and Conveniences for the Purposes of or in connexion with the Bridge and other Works, and for the Purposes of those Works to enter upon, take, and use Lands the whole of which, with the Exception of several small Pieces of Land required for the making of One of the Approaches, are Parts of the Settled Estates; and it was thereby enacted (Section Three) that the Expression "the Settled Estates" in that Act meant such of the Lands in the several Townships of *Burton Extra* and *Stapenhill* respectively as from Time to Time were held as being Parts of the Estates in the several Counties of *Stafford* and *Derby* respectively of which the now Marquess then was or claimed to be Tenant for Life in Possession, and (Section Four) that the Expression "the Undertakers" in that Act meant and included the now Marquess, his Heirs and Assigns: Provided that if by any Act passed before or after the passing of the reciting Act any of the Trustees of the Estates in the reciting Act called the Settled Estates were authorized to become the Undertakers in the Place of the Marquess, then, in accordance with the Provisions of the Act so passed, that Expression should mean and include the Trustees so authorized, their Heirs and Assigns: And whereas the Settled Estates which are specified in the First Schedule to this Act annexed comprise the Lands to which the Bridge Act relates, except the small Pieces of Land above mentioned: And whereas on the Death of the late Duke of *Richmond*, which happened on the Twenty-first Day of *October* One thousand eight hundred and sixty, Viscount *Sydney* became and now is the sole Trustee of the Powers of Sale and Exchange, and
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28 & 29 Vict.
c. cccxiv.

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divers other Powers created by the Settlement: And whereas the Trustees of the Powers of Sale and Exchange and Enfranchisement created by the Settlement have from Time to Time received divers Monies arising from Sales and Dispositions of Parts of the Estates subject to the Settlement, those Monies being subject to be applied in or towards paying off Incumbrances on the Inheritance of the Settled Estates, or to be invested in the Purchase of other Lands to be added to and settled with the Settled Estates: And whereas the Trustees of those Powers have applied Parts of those Monies in or towards paying off Incumbrances accordingly, and by way of interim Investment thereof have invested Parts of those Trust Monies in the Purchase in their Names of Parliamentary Stocks: And whereas there are now standing in the Name of Viscount *Sydney* in respect of those Monies Twenty-five thousand three hundred and fifty-one Pounds Seven Shillings and Eightpence Consols, and One thousand two hundred and sixty-three Pounds Fourteen Shillings and Fourpence New Three *per Cents*, so purchased by way of interim Investment: And whereas divers Sales of Parts of the Estates subject to the Settlement are now pending, and when they are completed large Sums of Money in respect thereof will be paid to the Trustees of those Powers: And whereas by reason of the great Demand for Land in the Counties of *Stafford* and *Derby* for Building Purposes, and for public Works and otherwise, it is reasonably to be expected that further Sales of Parts of the Estates subject to the Settlement will from Time to Time be made, and those Trustees will receive in respect thereof further Monies: And whereas Viscount *Sydney*, as the Trustee of the Powers of Sale and Exchange and Enfranchisement created by the Settlement, is willing and it is expedient that the Trustees of those Powers should, in the Place of the now Marquess, be the Undertakers under the Bridge Act: And whereas it is expedient that those Trustees, as the Undertakers under the Bridge Act, be authorized to apply for the Purposes of that Act, out of the Monies from Time to Time subject under the Settlement to be invested in the Purchase of Lands, such Sums as they find requisite: And whereas it is expedient that such Parts of the Settled Estates as are required for the Purposes of the Bridge Act be appropriated for those Purposes: And whereas it is expedient that the Powers of Sale and Enfranchisement created by the Settlement be amended, so as to authorize Sales and Enfranchisements of Parts of the Settled Estates to be made, with the Reservation of Minerals therein, and Rights and Liberties in relation thereto, and Sales and Enfranchisements of Minerals therein, and Rights and Liberties in relation thereto, to be made, either in whole or in part separate from the Surface: And whereas it is expedient that the Trustees of those Powers be authorized to make Grants of Parts of the Settled Estates as Sites for Churches, Parsonages, Schools, Town Halls,

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Halls, Market Places, and other public Buildings and Conveniences : And whereas Doubts have arisen with respect to the Operation of the Power created by the Settlement for granting Mining Licences to Copyholders, and it is expedient that Leases of Mines in Copyhold Lands, Parts of the Settled Estates, be authorized: And whereas there are many Leases for Lives of Parts of the Settled Estates, and on the Renewal of those Leases Fines are paid to the Tenant for Life: And whereas it would be for the Benefit of the Settled Estates, and the Persons to become entitled thereto, that instead of the Leases for Lives being renewed they should be surrendered, and Leases for Terms of Years should be granted instead thereof, due Allowance being made for the Value of the Leases surrendered, and in order that the Leases for Terms of Years should be granted the now Marquess is willing to forego the Fines to which he would be entitled on the Renewal of the Leases for Lives so surrendered: And whereas, under divers recent Inclosures, divers Lands, containing in the whole Five thousand Acres or thereabouts, Parts of the Settled Estates, have been allotted to the late Marquess and the now Marquess respectively, in their respective Capacity of Lord of divers Manors forming Part of the Estates subject to the Settlement, and the Lands so allotted are subject to the Limitations and Powers of the Settlement: And whereas the greatest Part of the Lands so allotted, which were heretofore open Waste Lands, but are now inclosed, are uncultivated and unimproved, and produce a very small Income: And whereas many Parts of those allotted Lands are capable of being improved and cultivated so as to be productive of a largely increased Income, but in order thereto a considerable Outlay thereon would be requisite: And whereas there are no Monies at the Disposal of any of the Trustees of the Settlement which could be applied by them for the Improvement of those allotted Lands: And whereas the now Marquess has already expended out of his Income as Tenant for Life of the Estates subject to the Settlement large Sums for the making of Roads and Streets and other Improvements of those Estates, and for the Benefit of the Inheritance: And whereas it would be more to the Advantage of the now Marquess, and the several Persons to become entitled after him to the Settled Estates, that Parts of the Monies subject under the Settlement to be invested in the Purchase of Lands, instead of being so invested, should be applied in or towards the making of Roads, and the making and improving of Sewers, Drains, and other durable Works and Conveniences, in such Parts of the Settled Estates as from Time to Time are appropriated for Building Purposes, and also in or towards the Erection and Improvement of and Additions to Farm Buildings, being Part of the Settled Estates, and also in or about the fencing, draining, planting, and improving of Lands heretofore waste, but now inclosed and allotted, and being Part of the Settled Estates, and also in or about the filling up of some disused

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disused Canals and Cuts; being Parts of the Settled Estates, but subject to the Provision made by this Act for the gradual Repayment of the Monies so applied: And whereas it would be for the Benefit of the Settled Estates and the now Marquess, and the several Persons to become entitled thereto after him, that, in addition to the Powers of Leasing created by the Settlement, there should be a Power to lease the Parts herein-after mentioned of the Settled Lands for a longer Term than Twenty-one Years to Persons willing to expend Monies for the Purposes for which the Trustees are by this Act authorized to apply any Part of the Trust Monies: And whereas it would be for the Benefit of the now Marquess, and the several Persons to become entitled after him to the Settled Estates, that the several Provisions made by this Act should be made: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, *Henry Marquess of Anglesey*, 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,)

1. This Act may for all Purposes be cited as "*Marquess of Anglesey's Estate Act, 1867.*" Short Title.

2. In this Act the Words and Expressions following have the Meanings following, unless excluded by the Subject or Context; (that is to say,)

Interpreta-
tion of
Terms.

(a.) The Expression "the Trustees" means and includes *Viscount Sydney* and other the Persons and Person who under the Settlement is and are from Time to Time the Trustees and Trustee of the Powers of Sale and Exchange and Enfranchisement thereby created:

(b.) The Expression "Tenant for Life" means and includes the now Marquess during his Life, and after his Decease the Person who from Time to Time is, under the Limitations of the Settlement, beneficially entitled as the Tenant for Life in Possession to the Rents and Profits of such Parts of the Settled Estates as from Time to Time are subject to the Settlement:

(c.) The Expression "Tenant in Tail" means and includes the Person who from Time to Time is, under the Limitations of the Settlement, beneficially entitled as Tenant in Tail in Possession to the Rents and Profits of such Parts of the Settled Estates as from Time to Time are subject to the Settlement, being of full Age, or if and when he

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is an Infant, then means and includes his Guardian or Guardians :

(d.) The Word " Minerals " means and includes Mines, Veins, Seams, Strata, and Beds of Iron Ore and other Ores, Iron and other Metals, Coal, and Mines and Seams of Coal, Stone, Gravel, and Clay, and Pits, Beds, and Quarries of Stone, Gravel, Clay, Sand, and Soil, and other Minerals, Fossils, and earthy Substances :

(e.) The Expression " the Trust Monies " means and includes the Twenty-five thousand three hundred and fifty-one Pounds Seven Shillings and Eightpence Consols, and the One thousand two hundred and sixty-three Pounds Fourteen Shillings and Fourpence New Three *per Cents*, now standing in the Names of Viscount *Sydney*, and the Monies from Time to Time raised by Sales and Exchanges already or hereafter made of Parts of the Estates subject to the Settlement, and which under the Settlement are subject to be invested in the Purchase of Lands.

Trustees to
be Under-
takers under
Bridge Act.

3. The Trustees, in the Place of the Marquess, his Heirs and Assigns, may and shall, from and after the passing of this Act, be the Undertakers under the Bridge Act, and the Tolls, Rents, and Profits of the Bridge thereby authorized shall be subject to the same Uses, Trusts, Estates, Powers, and Incumbrances as the Tolls, Rents, and Profits of the existing Ferry for which the said Bridge is to be substituted.

Consent to
Exercise
of Powers
under Act.

4. Except only as is by this Act otherwise expressly provided, the several Powers and Discretions by this Act conferred on the Trustees, if and when there is a Tenant for Life in being and competent to exercise a Discretion in that Behalf, shall be exercised only with the Consent in Writing of the Tenant for Life, and if and when there is not a Tenant for Life in being, but there is a Tenant in Tail in being, and competent to exercise a Discretion in that Behalf, shall be exercised only with the Consent in Writing of the Tenant in Tail, and except in those Cases may be exercised by the Trustees in their own Discretion: Provided that any such Consent may be in general Terms, sanctioning either absolutely, or subject to any Terms or Conditions, the Exercise by the Trustees at their Discretion of their Powers and Discretions under this Act, or any of them.

Trustees
may sell,
reserving
Minerals,
Easements,
&c.

5. The Trustees, if and when they think fit, in the Exercise of the Powers of Sale and Exchange and Enfranchisement created by the Settlement, may reserve any Minerals, Rights, Easements, or Privileges whatsoever out of, in, through, over, upon, or underneath all or any Parts of the Lands sold or disposed of, and may sell or dispose

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dispose of the Surface of any Land Part of the Settled Estates apart from or with any Part of the Minerals thereof, and may sell or dispose of the Minerals of any Land Part of the Settled Estates apart from or with any Part of the Surface thereof, and may sell or dispose of any Estate or Interest less than the entire Fee Simple in any Land Part of the Settled Estates.

6. The several Sales and Exchanges and Enfranchisements of Parts of the Settled Estates from Time to Time made in accordance with this Act shall have Effect as being made under the Powers of Sale and Exchange and Enfranchisement respectively created by the Settlement, and as amended by this Act.

Sales under Act to have Effect under Powers of Settlement.

7. Provided, That no Lease or Tenancy, or Agreement for a Lease or Tenancy, and no Mortgage, Rentcharge, or other Incumbrance now or hereafter affecting the Settled Estates or any Part thereof, shall be prejudiced or affected by any Sale or Exchange or Enfranchisement made by the Trustees in accordance with this Act: Provided also, that upon the Sale, Exchange, or Enfranchisement of any Lands or Hereditaments in the County of *Stafford* for the Time being comprised in any Mortgage mentioned in the Third Schedule to this Act, the Money arising thereby shall not be laid out for any of the Purposes authorized by this Act upon the Portions of the Settled Estates mentioned in the First Schedule to this Act situate in the County of *Derby* without the Consent in Writing first obtained of the Persons for the Time being entitled to receive and give a Discharge for the Money secured by such Mortgage.

Leases and Mortgages not to be prejudiced by any Sales under Act.

8. Where any Minerals in any Lands of Copyhold or Customary Tenure are Part of the Settled Estates, they may, in exercise of the Power of Leasing for Mining Purposes created by the Settlement, but subject and without Prejudice to the Rights and Interests of the Copyhold or Customary Tenants, be leased as if they were Minerals in Lands of Freehold Tenure Part of the Settled Estates.

Leases of Minerals under Copyholds.

9. Provided always, That the Person granting such a Lease of Minerals in any Lands of Customary or Copyhold Tenure may, as the Consideration for the Concurrence therein of the Copyhold or Customary Tenant in respect of his Estate or Interest, agree that an annual or other Payment shall be made in respect of the Copyhold or Customary Estate in the said Lands out of the Rents, Royalties, or Sums reserved or made payable by the Lease, and every such Agreement shall be binding on the Person entitled for the Time being to the Receipt of the Rents and Profits of the Settled Estates: Provided further, that nothing in this Section contained shall give any additional Validity or Effect to the Concurrence of any Copyhold

Provision as to Leases of Minerals in Lands of Copyhold or Customary Tenure.

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hold or Customary Tenant in any such Lease beyond that which it would have had independently of the Enactment in this Section contained.

Grant of Building, &c. Leases for Years on Surrender of Leases for Lives, &c.

10. Where, in exercise of the Power in that Behalf created by the Settlement, any Lease for not exceeding Ninety-nine Years for Building or Improving Purposes of any Part of the Settled Estates is granted, the Surrender of any then existing Lease for a Life or Lives, or for a Term of Years determinable with a Life or Lives, of any Part of the Settled Estates, may be accepted as Part of the Consideration for the granting of the Lease for not exceeding Ninety-nine Years, and in determining the Rent to be reserved by that Lease regard may be had to the Value of the surrendered Lease.

Limitation of Sum to be raised, &c. under Indenture of April 27th, 1852, for Mining Purposes.

11. From and after the passing of this Act, the recited Indenture of the Twenty-seventh Day of April One thousand eight hundred and fifty-two shall be read and have Effect as if the additional Sum thereby authorized to be raised or applied for Mining Purposes, instead of being Twenty thousand Pounds, were only Ten thousand Pounds.

Lands purchased and settled under Settlement to be deemed Part of Settled Estates.

12. All Lands from Time to Time hereafter purchased by the Trustees, and settled in pursuance of the Settlement, shall for the Purposes of this Act be deemed Part of the Settled Estates.

Trustees may appropriate Parts of Settled Estates for Stapenhill Bridge, Sites for Church, &c.

13. The Trustees from Time to Time may appropriate such Parts as they think fit of the Settled Estates for all or any of the Purposes following; (that is to say,)

(a.) For the Site of *Stapenhill Bridge* and the Approaches thereto, and Works and Conveniences in connexion therewith;

(b.) For the Sites of and Approaches to Churches and Churchyards, but not exceeding for that Purpose in any One Case Two Acres;

(c.) For the Sites and Curtilages of and Approaches to Parsonage Houses, but not exceeding for that Purpose in any One Case Two Acres;

(d.) For the Sites and Curtilages of and Approaches to Parochial or National Schools, but not exceeding for that Purpose in any One Case Two Acres;

(e.) For the Sites of and Approaches to Town Halls and Buildings for municipal Purposes, but not exceeding in any Case more than is reasonably requisite;

(f.) For the Sites of and Approaches to Market Houses and Market Places and Buildings, and Offices connected therewith, where the Markets or the Tolls thereof are Part of the Settled

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Settled Estates, but not exceeding in any Case more than is reasonably requisite ;

- (g.) For the Sites of and Approaches to other public Buildings or Conveniences, but not exceeding in any Case more than is reasonably requisite ;

and may convey the Lands so from Time to Time appropriated either for valuable Consideration or as a free Gift to such Persons, and upon such Trusts for securing the continued Appropriation thereof accordingly, as the Trustees think proper.

14. The Trustees, out of the Trust Monies, may and shall pay all the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of the Bridge Act and this Act respectively, and all the Expenditure of the Trustees as Undertakers under the Bridge Act, and from Time to Time may apply such further Parts as they think fit of the Trust Monies for all or any of the Purposes following ; (that is to say,)

Application
of Trust
Monies.

- (a.) The making of durable Roads, Streets, and Ways, Sewers and Drains, and incidental Works and Conveniences, in such Parts of the Settled Estates as already or from Time to Time hereafter are laid out or appropriated for Building Purposes :

- (b.) The making of durable Improvements of any of the durable Roads, Streets, or Ways, Sewers or Drains, or incidental Works or Conveniences, in the Settled Estates, to the Maintenance of which the Owners of the Settled Estates are from Time to Time liable :

- (c.) The contributing towards the Expenses of durably improving any other durable Roads, Streets, or Ways, Sewers or Drains, or incidental Works or Conveniences, within the Limits of or adjoining to the Settled Estates :

- (d.) The Erection of Labourers Cottages, Farmhouses, and other Buildings required for Farm Purposes, and the Improvement of and Additions to Labourers Cottages, Farmhouses, and other Buildings for Farm Purposes, already or to be hereafter erected on the Settled Estates, and the Expense of which Improvement or Additions is not a necessary Burden on the Tenant for Life, so as such Improvement or Additions be of a permanent Nature :

- (e.) The fencing, levelling, draining, planting, making Roads and Ways in and otherwise durably improving of Lands heretofore or now waste, but now or hereafter inclosed, and from Time to Time forming Part of the Settled Estates, and the Expense whereof is not a necessary Burden on the Tenant for Life :

- (f.) The filling up and improving of any disused Canals and Cuts being Part of the Settled Estates.

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Limit of
Expenditure
by Trustees.

15. Provided, That the Amounts which the Trustees may so apply for the Purposes following shall not exceed the Amounts following; (that is to say)

- (a.) For the Purposes of *Stapenhill Bridge*, Thirty thousand Pounds :
- (b.) For the Purposes of Roads, Streets, Ways, Sewers, Drains, and incidental Works and Conveniences, Forty thousand Pounds :
- (c.) For the Improvement of Waste Lands, Twenty thousand Pounds :
- (d.) For other Purposes of this Act, Twenty thousand Pounds.

Repayment
to Trustees
of Amount
advanced by
them.

16. Where the Trustees under the Authority of this Act apply for any Purposes of the Bridge Act, or for any of the Purposes of this Act, any Part of the Trust Monies which but for this Act the Trustees could not so apply, then the Person from Time to Time entitled in Possession under the Settlement to the Rents and Profits of such Parts of the Settled Estates as from Time to Time are subject to the Settlement shall, out of those Rents and Profits, pay in every Year to the Trustees One Twenty-fifth Part of the Amount so from Time to Time applied until that Amount is thereby or otherwise repaid to the Trustees, and the Monies so from Time to Time repaid to the Trustees shall be held, invested, applied, and disposed of by them as if the same had arisen by the Exercise of the Power of Sale created by the Settlement.

Payments to
be made pro-
portionately
by succes-
sive Tenants
in Posses-
sion.

17. The yearly Sums so payable to the Trustees shall be paid to them by the successive Tenants in Possession under the Settlement of such Parts of the Settled Estates as from Time to Time are subject to the Settlement, and in proportion to the Duration of their respective Estates or Interests therein; and all Arrears (if any) of the yearly Sums left unpaid by any Tenant liable to the Payment thereof shall be paid to the Trustees by his Real or Personal Representatives out of his Estate in a due Course of Administration.

Trustees
may employ
Engineers,
&c. to assist
in Execution
of Bridge
Act and Act.

18. The Trustees may employ such Engineers, Architects, Surveyors, Solicitors, Agents, Clerks, Workmen, and other Persons as they think proper for assisting them to carry the Bridge Act and this Act into execution, and may pay or allow to those Persons respectively out of the Trust Monies such Remuneration as the Trustees think reasonable, except Remuneration to Persons permanently employed by the Trustees, and which the Trustees consider to be of the Nature of current yearly Outgoings, which Remuneration shall be paid by the Persons from Time to Time entitled beneficially to the Rents and Profits of such Parts of the Settled Estates as from Time to Time are subject to the Settlement.

19. Every

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19. Every Receipt in Writing from Time to Time given by the Trustees for any Money received by them under this Act shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Receipts of Trustees to discharge.

20. The Trustees, and their respective Heirs, Executors, and Administrators, shall be charged for such Monies only as they respectively actually receive by virtue of the Bridge Act and this Act respectively, notwithstanding their respectively giving, signing, doing, or joining in any Receipt or Act for the sake of Conformity, and no one of them shall be answerable for any other of them, or for involuntary Loss, or for Nonpayment by any Tenant for Life or other Person entitled beneficially under the Settlement of any Payment by this Act directed to be made by him; and the Trustees, their Heirs, Executors, and Administrators respectively, out of the Trust Monies or any Monies coming to their respective Hands by virtue of the Bridge Act and this Act respectively, may retain for and reimburse themselves respectively, and allow to the others of them respectively, all Costs, Damages, and Expenses which they respectively pay or incur in or about the carrying of the Bridge Act and this Act respectively into execution.

Trustees to be answerable only for Monies actually received, &c.

21. In addition to the Powers of Leasing created by the Settlement, the Person or Persons in whom those Powers are or shall for the Time being be vested shall have Power, by any Indenture or Indentures to be sealed and delivered by him, her, or them respectively in the Presence of and to be attested by Two or more Witnesses, to limit or appoint, by way of Demise or Lease, any Land now or lately Waste Land of *Cannock Chase*, and from Time to Time forming Part of the Settled Estates, for any Term or Number of Years not exceeding Sixty Years, to be computed from the Date of every Lease, and to take effect in Possession, or within Six Calendar Months next after the making thereof, to any Person or Persons who shall be willing to expend Monies for all or any of the Purposes for which the Trustees are herein-before authorized to apply any Part of the Trust Monies, either with or without any Liberties or Privileges which may be usual in Leases of a similar Description, or which from the Nature of the Case may appear to be reasonable and proper; so that in every such Limitation or Appointment by way of Demise or Lease there be reserved and made payable the best yearly Rent that can under the Circumstances of the Case be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, beyond and having regard to the Money agreed to be expended by the Lessee or Lessees for any of the Purposes aforesaid; so that in every such Lease there

Additional Power of Leasing.

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be contained on the Part of the Lessee a Covenant to expend for the Purposes aforesaid on the Land demised the Sum agreed upon within a Time therein specified, and also a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises (except the Landlord's Property Tax), and all such other Covenants, Conditions, Provisoos, Agreements, and Restrictions as are usual in Leases of a similar Description, or from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, except so far as may be necessary for the Purposes hereby authorized.

General
Saving.

22. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person, and Body Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, 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 in, upon, to, or with respect to the Settled Estates, or the Trust Monies or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have or enjoy in case this Act were not passed.

Persons
bound by
Act.

23. The Persons following, and their respective Heirs, Executors, Administrators, Appointees, 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.) The now Marquess.
- (b.) The now Earl.
- (c.) The First and other Sons of the now Earl, and the Heirs Male of their respective Bodies.
- (d.) Lord *Henry Paget*.
- (e.) The First and other Sons of Lord *Henry Paget*, and the Heirs Male of their respective Bodies.
- (f.) Lord *Alexander Paget*.
- (g.) The First and other Sons of Lord *Alexander Paget*, and the Heirs Male of their respective Bodies.
- (h.) Lord *Berkeley Paget* and the Heirs Male of his Body.
- (i.) Every Person to or upon whom, under any Limitations of the Settlement, to take effect in Remainder after the Limitation therein to the Fourth Son of the now Marquess, and the Heirs Male of the Body of that Fourth Son, or under any of the Trusts of the Settlement corresponding with any of those

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those Limitations in Remainder, any Estate, Right, Title, Interest, Claim, or Demand whatsoever in, upon, to, or with respect to the Settled Estates, or the Trust Monies or any Part thereof respectively, has already devolved, descended, or accrued, or hereafter devolves, descends, or accrues.

(k.) Viscount *Sydney* as Trustee under the Settlement.

(l.) Every Person hereafter being, in the Place of the late Duke of *Richmond* and Viscount *Sydney*, or either of them, a Trustee under the Settlement.

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

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

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The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

The Settled Estates.

Divers Messuages, Lands, Tenements, and Hereditaments in the Counties of Stafford and Derby respectively, now being Parts of the Family Estates of the now Marquess, subject to the Settlement, in the Parishes and Townships following:—

STAFFORDSHIRE.—Burton-upon-Trent, Burton Extra, Braunston, Stretton, Horninglow, Abbots Bromley, Longdon, Cannock, Rugeley, Colwich, Berkswich, Maveison-Ridware, Tatenhill, Elford, King's Bromley, Rolleston, Armitage, Norton Caines otherwise Norton-under-Cannock, Weeford, Hints, Tipton, Harbourn, Smithwick, Saint Chads Lichfield, Saint Michael's Lichfield, Whittington, Briendwood otherwise Burntwood, Leigh, Hammerwich, Gentleshaw, Huntington, Bishton, Hednesford, Streethay, Farewell, and Chorley, or some or One of them.

DERBYSHIRE.—Winshill otherwise Winsell, Stapenhill otherwise Stapenhull, Cauldwell, Repton, Willington, Newall, and Ticknall, or some or One of them.

RT. MANLEY LOWE.

THE SECOND SCHEDULE.

Incumbrances on the Inheritance of the Settled Estates or Parts thereof.

1. Portions for Children of the now Marquess, and a Term of Years for securing the same.
 - 1a. Lord Crofton is now the surviving Trustee of these Presents, and of a Term of Years.
 - 1b. The only Persons now beneficially interested in these Portions are Lord Henry Paget, Lord Alexander Paget, the now Marquess and Marchioness of Hastings, and Lord Berkeley Paget.
2. A Rentcharge in Possession for the now Earl, and a Term of Years for securing the same.
 - 2a. The Earl of Sandwich is now the Trustee of that Term of Years.
 - 2b. The only Person now beneficially interested in that Rentcharge is the now Earl.

3. A Rent-

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3. A Rentcharge in Possession, and a Jointure Rentcharge in Expectancy, for the now Marchioness of Anglesey, and a Term of Years for securing the same.

3a. George Sapte Burnand and William Finnie are now the Trustees of that Term of Years.

3b. The only Person now beneficially interested in that Rentcharge is the now Marchioness of Anglesey.

4. Principal Money and Interest now secured by Mortgage to John Brocklehurst.

5. A legal Estate outstanding in Edward James Daniell and others, as satisfied Mortgagees of the Inheritance, but in which they claim to be interested as Mortgagees, as appears by the Third Schedule to the foregoing Act annexed.

6. A legal Estate outstanding in Thomas Chapman and Joseph Pulley as satisfied Mortgagees of the Inheritance, but in which they claim to be interested as Mortgagees, as appears by the Third Schedule to the foregoing Act annexed.

RT. MANLEY LOWE.

THE THIRD SCHEDULE.

PART I.

Incumbrances affecting the Life Estate in Possession of the now Marquess.

1. Principal Monies and Interest now secured by Mortgages to Edward James Daniell and others.

2. Principal Monies and Interest now secured by Mortgages to Thomas Chapman and Joseph Pulley.

3. Principal Monies and Interest now secured by Mortgage to Charles Thomas Holcombe, Ralph Charles Price, and Richard Harman Lloyd.

4. Annuity secured by Indenture of Grant to William Watkins, Esquire.

5. A Rentcharge in Possession for the now Earl, and a Term of Years for securing the same.

5a. The now Earl of Winchilsea and Nottingham and Albert Ricardo, Esquire, are now the Trustees for that Term of Years.

5b. The only Person beneficially interested in that Rentcharge is the now Earl.

PART II.

Incumbrances affecting the Life Estate in Remainder of the now Earl.

1. A deferred Annuity secured by Indenture of Grant to the General Reversionary and Investment Company or its Trustees.

2. Principal Monies and Interest now secured by Mortgages to Edward James Daniell and others.

3. Principal

Marquess of Anglesey's Estate Act, 1867.

3. Principal Monies and Interest now secured by Mortgages to Thomas Chapman and Joseph Pulley.

4. A further deferred Annuity secured by Indenture of Grant to the General Reversionary and Investment Company or its Trustees.

5. Principal Monies and Interest now secured by Mortgage to Sir James Buller East, Baronet, and Philip Rose and William Augustus Guy, Esquires.

6. A Rentcharge in Expectancy for Lord Henry Paget, Lord Alexander Paget, and Lord Berkeley Paget, and a Term of Years for securing the same.

6a. George Burnand and Robert Manley Lowe, Esquires, are the now Trustees of that Term of Years.

6b. The only Persons beneficially interested in that Rentcharge are Lords Henry Alexander and Berkeley Paget.

7. Principal Monies and Interest now secured by Mortgage to Charles Chatfield, George Russell, and Thomas Godfrey Sambrooke.

8. Principal Monies and Interest now secured to Henry Hargreaves, Esquire.

RT. MANLEY LOWE.

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