



CHAP. 8.

An Act for authorising leases of the Settled Estates of Lord Howard of Glossop, in and near Glossop Dale in the counties of Derby and Chester, and for other purposes ; and of which the short title is "The Glossop Dale Estate Act, 1871."

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[14th August 1871.]

WHEREAS by virtue of an indenture of appointment and release dated the third day of March one thousand eight hundred and forty-one, grounded on a lease for a year, and made between Bernard Edward, twelfth Duke of Norfolk, Henry Charles Howard, then called Earl of Surrey, afterwards thirteenth Duke of Norfolk, the only son of the said Bernard Edward Duke of Norfolk, and the said Lord Howard of Glossop, then the Honourable Edward George Fitzalan Howard, then called Lord Edward George Howard, and herein-after called the said Lord Howard of Glossop, the second son of the said Henry Charles Earl of Surrey, of the first part, Henry Howard, then called Lord Howard, afterwards Earl of Effingham, the Honourable Henry Valentine Stafford Jerningham, and Henry Howard of Greystoke Castle, Esquire, of the second part, John Charles Howard, then called Viscount Andover, but now Earl of Suffolk and Berkshire, and Philip Henry Howard, Esquire, of the third part, and the Honourable Charles Petre and Sir Samuel John Brooke Pechell, Baronet, of the fourth part, which indenture is herein referred to as "the said family settlement," the manor of Glossop and all other the manors, and the rectory, advowson, capital and other messuages, mills, lands, tenements, tithes, and other hereditaments which were comprised in and granted and confirmed by a certain indenture of the twenty-seventh day of May one thousand eight hundred and thirty-nine, partly recited in the indenture now in recital, and which hereditaments (but without intending to control the aforesaid general description) were therein-after more particularly described, (that is to say,) all that the manor of Glossop in the county of Derby, with the rights, royalties, members, and appurtenances thereof, and the demesne lands there-

Indenture dated 3d March 1841. The family settlement of the Glossop Dale estate.

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the life of the said Bernard Edward Duke of Norfolk, and that certain limitations therein referred to in favour of the second and other subsequent sons of the said Bernard Edward Duke of Norfolk (who never had more than one son), and the heirs male of their respective bodies might be confirmed; and subject as aforesaid, to the use of the said Charles John Viscount Andover and Philip Henry Howard, their executors, administrators, and assigns, for a term of five hundred years upon the trusts therein-after declared thereof; and subject thereto, to (in effect) such uses as the said Bernard Edward Duke of Norfolk, Henry Charles Earl of Surrey, and Lord Howard of Glossop should in manner therein mentioned jointly appoint, and in default of such joint appointment, and so far as any such joint appointment should not extend, to the use of such person or persons, and for such estate and estates, and upon and for such trusts, ends, intents, and purposes, and with, under, and subject to such powers, provisoes, charges, limitations, declarations, and agreements, and in such manner and form in all respects as the said Lord Howard of Glossop, and the survivor of them the said Bernard Edward Duke of Norfolk and Henry Charles Earl of Surrey, after the decease of such one of them as should first depart this life, at any time or times by any deed or deeds, instrument or instruments in writing to be sealed and delivered by the said Lord Howard of Glossop and such survivor in the presence of, and to be attested by, two or more credible witnesses, should jointly appoint; and in default of and subject to any such joint appointment, to certain uses therein limited concerning the same, which by reason of the power lastly herein-before contained having been exercised, have become immaterial, with remainder to the use of the first and every other son of Lord Bernard Thomas Howard, the third son of the said Henry Charles Earl of Surrey (who has since died a bachelor), successively in tail male, with remainder to the use of the fourth and every other subsequently born son of the said Henry Charles Earl of Surrey (who never had any fourth son), successively in tail male, with remainder to the uses therein mentioned during the life of Henry Granville, then called Lord Fitzalan, afterwards fourteenth Duke of Norfolk, the eldest son of the said Henry Charles Earl of Surrey, being uses for the exclusive benefit of the said Henry Granville Lord Fitzalan, with remainder to the use of the first and every other son of the said Henry Granville Lord Fitzalan, successively in tail male, with divers remainders over; and the trusts of the said term of five hundred years were declared to be for further securing to the said Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, their executors, admi-

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of the limitations aforesaid entitled to the actual possession or to the actual receipt of the rents, issues, and profits of the said hereditaments thereby settled, to charge all or any part of the said hereditaments with any sum or sums not exceeding together with any sum or sums which might have been charged under the lastly-recited power the sum of twenty-five thousand pounds, and to limit the hereditaments which should be so charged for any term or terms of years upon trust to raise the same by the usual ways or by way of mortgage: And the said family settlement now in recital contained the following leasing powers, all exercisable by the said Bernard Edward Duke of Norfolk, Henry Charles Earl of Surrey, and Lord Howard of Glossop, as and when by virtue of the limitations therein-before contained they should successively and respectively be in the actual possession of or entitled to the rents, issues, and profits of the hereditaments thereby limited in strict settlement, and after their several deceases by the person who for the time being should be entitled under the said family settlement now in recital to the first estate of freehold in the said hereditaments, and if any such person should be under the age of twenty-one years, then for the said Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, and the survivors and survivor of them, and the executors or administrators of such survivor, but with the consent of his guardian or guardians during the minority of such person; (that is to say,)

A general power of leasing for any term not exceeding twenty-one years:

A power of leasing any hereditaments for the purpose of being used as or converted into a wharf, coal, stone, or timber yard or place of deposit of goods, articles, or matter of any description for any term not exceeding ninety-nine years:

A power to grant liberty to make and set dams and weirs for any term not exceeding ninety-nine years:

A power to lease for one life or two or three lives, or for terms determinable with one life or two or three lives, any hereditaments then or theretofore usually leased for one life or two, three, or more lives, or for any number of years determinable with any one life or two, three, or more lives:

A power to lease for one life or two or three lives, or for terms determinable with one life or two or three lives, any messuages, cottages, and other buildings, together with any quantity of land not exceeding five acres in respect of each such messuage, cottage, or building:

A power to grant mining leases for any terms not exceeding forty-two years:

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A power to grant leases for the purpose of digging for and procuring brick earth, clay, gravel, chalk, sand, or other soil, for any terms not exceeding thirty years :

A power to grant building, repairing, and improving leases for any terms not exceeding ninety-nine years :

And the said family settlement contained a power for the said Bernard Edward Duke of Norfolk, Henry Charles Earl of Surrey, and Lord Howard of Glossop, as and when by virtue of the limitations therein-before contained they should successively and respectively be in the actual possession of or entitled to the rents, issues, and profits of the hereditaments thereby limited in strict settlement, and after their several deceases for the person who for the time being should be entitled to the first estate of freehold, and if any such person should be under the age of twenty-one years, then for his guardian or guardians, but in every instance with the consent in writing of the said Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, or the survivors or survivor of them, to accept surrenders of the terms, interests, and rights existing under any building or repairing lease, so that the then subsisting term, interest, and right should not exceed thirty years, and with such consent as aforesaid, to lease the surrendered hereditaments for any term not exceeding ninety-nine years in possession, at such rents as therein mentioned, subject to the same restrictions as were required on granting building or repairing leases, except that it should be lawful for but not obligatory on the person granting the same to take a fine; and it was thereby provided, that no such surrender as aforesaid of any building or repairing lease should be accepted, nor should any lease as aforesaid of the premises therein comprised be granted for a fine, except with a view to such permanent improvement of the premises comprised in any such lease or the settled property contiguous or near to the same as, in the opinion of the trustees or trustee whose consent to the taking such surrender and granting such lease was thereby made necessary, would render the same a beneficial arrangement and conducive to the interests of the persons entitled to the said settled estates :

And the said family settlement contained powers of sale and exchange exerciseable by the said Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, and the survivors and survivor of them, and the executors or administrators of such survivor, at the request and by the direction of the person for the time being entitled to the first estate of freehold, and if such person should be under the age of twenty-one years, then at the request and by the direction of his guardian or

guardians, with provisions for the application of the moneys arising from sales or received for equality of exchange: A.D. 1871.

And the said family settlement also contained a power for the said Lord Howard, afterwards Earl of Effingham, and Henry Valentine Stafford Jerningham, and Henry Howard, and the survivors or survivor of them, and the executors or administrators of such survivor, to apply or raise any moneys which they or he might think necessary for satisfying calls on any shares which might have been acquired by them or him as therein mentioned, or for the redemption of the land tax, or any other actual or contingent charge, or for the purchase of the fee simple of any customary or leasehold premises purchased as therein mentioned, or for the renewal of any renewable leaseholds, by one or more mortgages of the hereditaments thereby settled, or any part or parts thereof, either in fee or for any term or terms of years :

And the said family settlement contained a power for the said Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, and the survivors or survivor of them, and the executors or administrators of such survivor, at the request of the person entitled to the first estate of freehold, if such person should be of full age, but if not, then of the guardian or guardians of such person, to apply any moneys or funds in their or his hands which should have arisen from any sale, exchange, or enfranchisement of the said settled premises, or any part thereof, to the enclosing and draining or planting of any part or parts of the said settled estates, and to making roads and requisite buildings thereon, and effecting repairs of roads and buildings, to the making and repairing bridges and sewers, to the forming branch railways or tramroads, and the sinking shafts for mines, and the construction and providing of all buildings, machinery, and ways necessary for the working mines and carrying away the produce thereof, and to any other object whatever which in the judgment of the said trustees or trustee should tend or be conducive to the permanent improvement and benefit of the said settled estates, or any part or parts thereof, and particularly to the effecting objects with a view to which the surrender of leases should have been accepted, and new leases should have been granted, and fines taken for granting the same, under the special provisions for that purpose thereinbefore contained, and to raise any sum or sums not exceeding in the whole ten thousand pounds beyond the costs, charges, and expenses of raising the same, for or towards effecting any of the objects and improvements mentioned and referred to in the now-stating provision, by one or more mortgage or mortgages of the said hereditaments thereby settled, or any part or parts thereof, either in fee or

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for any term or terms of years, the interest to be paid and kept down by the person for the time being entitled to the first estate of freehold in the said premises :

And the said family settlement contained a power for the said trustees and trustee, with the consent of the person or persons whose consent to the exercise of the power lastly therein-before contained was made necessary, to authorise any of the objects thereby authorised to be effected wholly or in part by any other person or persons, and as the consideration for the works which should be undertaken by any other person or persons, to agree and stipulate that any mining, building, improving, or other leases of any of the said settled premises should be granted to such person or persons at such rents, for such terms of years, and subject to such conditions as the said trustees or trustee should think proper ; and for the said trustees or trustee, with such consent as aforesaid, either before such works should have been commenced or when the same should be wholly or partially completed, as should be agreed on, to appoint to such person or persons the settled premises of which any such leases as aforesaid should have been agreed to be granted for such term or terms of years, at such rent or rents, and subject to such conditions as should have been agreed on :

And the said family settlement contained a power of appointing new trustees exerciseable by the person for the time being entitled to the first estate of freehold in the settled estates, and if such person should be under the age of twenty-one years, then by his guardian or guardians, but with such concurrence as therein mentioned, so far as relates to a term of one thousand years limited by the said family settlement (which term however was overreached by the exercise by the herein-after recited indenture of the seventh day of August one thousand eight hundred and fifty-one, of the power of appointment given by the said family settlement to the said Lord Howard of Glossop and the survivor of the said Bernard Edward Duke of Norfolk and Henry Charles Duke of Norfolk) ; and the said family settlement contained declarations that it should be lawful to increase or diminish the number of trustees, and that the new trustees should have all the same powers and authorities as if they had been originally nominated trustees :

And whereas the said Bernard Edward Duke of Norfolk died on or about the sixteenth day of March one thousand eight hundred and forty-two, and thereupon the said Henry Charles Earl of Surrey became Duke of Norfolk :

And whereas by an indenture dated the twelfth day of June one thousand eight hundred and forty-six, endorsed upon the said family settlement, and made between the said Henry Charles Earl

Death of
Bernard
Edward
Duke of
Norfolk.

Indenture
dated 12th
June 1846.
Appoint-

of Surrey, then thirteenth Duke of Norfolk, of the first part, the said Henry Lord Howard, then Earl of Effingham, and the said Henry Valentine Stafford Jerningham and Henry Howard, Esquire, of the second part, and the Right Honourable Francis Leveson-Gower, then commonly called Lord Francis Egerton, afterwards first Earl of Ellesmere, John Abel Smith, Esquire, and William Sloane Stanley, Esquire, of the third part, the said Henry Charles Duke of Norfolk, in exercise of the said power in that behalf then vested in him by virtue of the said family settlement, duly appointed the said Lord Francis Egerton, John Abel Smith, and William Sloane Stanley to be trustees in the stead of the said Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, for the several purposes for which the said Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard became trustees by virtue of the said family settlement :

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 ment of new trustees of family settlement.

And whereas the said Lord Bernard Thomas Howard (sometimes called Lord Bernard Thomas Fitzalan Howard) died on the twenty-first day of December one thousand eight hundred and forty-six, a bachelor :

Death of Lord Bernard Thomas Howard, a bachelor.

And whereas by an indenture dated the seventh day of August one thousand eight hundred and fifty-one, and made between the said Henry Charles, then thirteenth Duke of Norfolk, of the first part, the said Lord Howard of Glossop, therein called Lord Edward George Fitzalan Howard, of the second part, the Honourable Augusta Howard, commonly called Lady Edward Howard, then the wife of the said Lord Howard of Glossop, and late Augusta Talbot, spinster, an infant of the age of twenty years, of the third part, the Reverend Thomas Doyle of the fourth part, the said Lord Francis Egerton, then Earl of Ellesmere, and the said John Abel Smith and William Sloane Stanley of the fifth part, the said William Blount and Ambrose Lisle March Phillipps de Lisle, therein called Ambrose Lisle Phillipps, of the sixth part, the said Charles Petre of the seventh part, and Thomas Henry Lord Foley and John Earl of Shrewsbury of the eighth part, being a settlement made in consideration of the marriage of the said Lord Howard of Glossop with the said Augusta his wife, in pursuance of proposals which had previously to the said marriage been agreed upon between the said Henry Charles Duke of Norfolk and Lord Howard of Glossop and the said Thomas Doyle, then the guardian of the said Augusta Talbot, and had been approved by the Court of Chancery, and which indenture is herein-after called "the said first marriage settlement," in exercise of the said power of appointment given to the said Lord Howard of Glossop, and the survivor of the said Bernard Edward Duke of Norfolk, and Henry Charles Duke of Norfolk, by the said family settlement, they the said Henry Charles Duke of

Indenture dated 7th Aug. 1851. First marriage settlement of Lord Howard of Glossop.

A.D. 1871. Norfolk and Lord Howard of Glossop appointed, and also granted all and singular the manors, rectory, advowsons, capital and other messuages, mills, farms, lands, tenements, tithes, and other hereditaments, comprised in or expressed and intended to be assured by the said family settlement, and all commuted rentcharges payable in lieu of such tithes, except only the hereditaments specified in the schedule to the indenture now in recital, subject only to the subsisting mortgages of and charges upon the same, and the total sum of sixty-nine thousand pounds and interest thereby respectively secured, and subject also to all subsisting leases of the premises, and to certain uses and powers in the indenture now in recital mentioned, which have since expired or failed, to the use of the said Thomas Henry Lord Foley and John Earl of Shrewsbury, their executors, administrators, and assigns, for a term of one thousand two hundred years from the day of the decease of the said Lord Howard of Glossop, upon the trusts therein-after declared concerning the same, being, so far as they are now capable of taking effect, trusts for raising portions for the younger children of the marriage of the said Lord Howard of Glossop and Augusta his wife, and subject thereto and to the trusts thereof, to the use of the said Henry Charles Duke of Norfolk, and his assigns for his life, without impeachment of waste, with remainder to the use of the said Lord Howard of Glossop and his assigns for his life, without impeachment of waste, with remainder to the use of the first and every other son of the said Lord Howard of Glossop and the said Augusta his wife successively in tail male, with remainder in effect to such uses as the said Henry Charles Duke of Norfolk and Lord Howard of Glossop should in manner therein mentioned appoint, with remainder to the use of the first and every other son of the said Lord Howard of Glossop by any woman with whom he might thereafter intermarry, successively in tail male, with remainder to the uses which immediately before the execution of the indenture now in recital were subsisting in the said hereditaments under or by virtue of the uses to which the same were limited by the said family settlement after the determination of or in remainder expectant upon the estates in tail male thereby limited to the sons of the said Lord Bernard Thomas Howard :

And the said first marriage settlement contained a power for the said Earl of Ellesmere, John Abel Smith, and William Sloane Stanley, and the survivors and survivor of them, and the executors or administrators of such survivor, at the request or with the consent in writing of the said Henry Charles Duke of Norfolk and Lord Howard of Glossop, or the survivor of them, or after the decease of both of them, with the like consent of the person entitled to the freehold or first estate of freehold, to borrow not exceeding sixty-

nine thousand pounds, for paying off the mortgage debts and other charges amounting to sixty-nine thousand pounds, then charged on the said settled hereditaments, and the expenses consequent upon such discharges, and for the purpose of securing the repayment of the moneys so to be borrowed and interest for the same, to make and execute any mortgage or mortgages of any sufficient part or parts of the said hereditaments (except some such part or parts thereof as at the time of the making such mortgage or mortgages should be of the estimated yearly value of three thousand pounds sterling, or more, upon which excepted part or parts it was agreed that the rentcharges therein-before limited, and the securities for the same respectively, and the term of one thousand two hundred years therein-before limited should in their order become and be the first charges), and to make such mortgage or mortgages either for any term or terms of years without impeachment of waste or in fee simple, and either with or without such power of sale and accompanying powers and provisions as therein mentioned:

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And the said first marriage settlement contained a proviso that all the uses and estates therein-before declared and limited, whether expressly or by reference, and all the trusts therein-before declared, and the power last therein-before contained (meaning thereby the power lastly above recited), should respectively take effect in such manner in all respects as if the same uses and estates had been originally limited and declared by and in the said family settlement in lieu of the uses and estates which were thereby limited in default of and subject to any such appointment by the said Lord Howard of Glossop, and the survivor of them, the said Bernard Edward Duke of Norfolk and Henry Charles Duke of Norfolk as was thereby authorised, and as if the said powers last therein-before contained had been inserted in the same family settlement:

And the said first marriage settlement contained a declaration that the herein-before recited power contained in the said family settlement to raise not exceeding ten thousand pounds for any of the objects or improvements therein particularly mentioned or referred to should be extended so that it should be lawful to raise under the same power any sum or sums not exceeding twenty-five thousand pounds:

And whereas the mortgages and charges referred to in the said first marriage settlement, and therein mentioned to amount to the total sum of sixty-nine thousand pounds, were made up as follows; that is to say,

- 1st. Two principal sums of six thousand pounds and four thousand pounds, whereof the payment with interest is secured by a

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term of one thousand years in one undivided moiety of the greater part of the hereditaments comprised in the said family settlement and by a conveyance in trust in the nature of a mortgage in fee of the same moiety, and the securities for the same sums, so far as regards the said term of one thousand years, are vested in Robert Few and Charles Few, both of Henrietta Street, Covent Garden, in the city of Westminster, gentlemen, and Robert Brown, of Brixton Hill in the county of Surrey, surgeon, as the executors of the will of Charles Few, deceased, (which will bears date the twenty-fourth day of December one thousand eight hundred and fifty-nine, and was proved by the said Robert Few, Charles Few, and Robert Brown in the principal registry of the Court of Probate on the second day of July one thousand eight hundred and sixty,) and so far as regards the legal estate in fee simple in the aforesaid undivided moiety are vested in the said Robert Few, the heir-at-law of the said Charles Few, deceased, (who died intestate as to freehold estates vested in him as a trustee or mortgagee,) and the beneficial interest in one equal moiety of the said charges of six thousand pounds and interest and four thousand pounds and interest (being a sum of five thousand pounds and interest) is now, under or by virtue of an indenture bearing date the second day of May one thousand eight hundred and seventy, vested in the Right Honourable John James Robert Manners, commonly called Lord John Manners, George William John Repton, of Curzon Street, Mayfair, in the county of Middlesex, Esquire, and Jervoise Smith, of Belgrave Square, in the county of Middlesex, Esquire, and the beneficial interest in the other equal moiety of the said two charges (being a like sum of five thousand pounds and interest) is now, under or by virtue of an indenture bearing date the eighteenth day of October one thousand eight hundred and seventy, vested in William Blount, of Orchehill House, Gerrard's Cross, in the county of Bucks, Esquire, and Ambrose Lisle March Phillipps de Lisle, of Garendon Park, in the county of Leicester, Esquire :

2ndly. A sum of three thousand pounds, whereof the payment with interest is secured on the entirety or the greater part of the hereditaments comprised in the said family settlement, and which sum of three thousand pounds and interest and the securities for the same are now vested in the said William Blount and Ambrose Lisle March Phillipps de Lisle by virtue of an indenture bearing date the eighteenth day of October one thousand eight hundred and seventy :

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3rdly. A sum of six thousand pounds, whereof the payment with interest is secured under the trusts of the term of five hundred years created by the said family settlement, and which sum of six thousand pounds and interest and the securities for the same are also now vested in the said William Blount and Ambrose Lisle March Phillipps de Lisle under or by virtue of an indenture bearing date the second day of September one thousand eight hundred and fifty-three :

4thly. A sum of twenty-five thousand pounds, whereof the payment with interest is secured by a term of six hundred years, and which said sum of twenty-five thousand pounds and the securities for the same are also now vested in the said William Blount and Ambrose Lisle March Phillipps de Lisle by virtue of an indenture bearing date the nineteenth day of October one thousand eight hundred and seventy :

5thly. A sum of twenty-five thousand pounds, whereof the payment with interest is secured by a term of two thousand years and by a charge on the fee simple of the hereditaments comprised in the said family settlement, and which said last-mentioned sum of twenty-five thousand pounds, and the securities for the same are, under an indenture bearing date the eighth day of November one thousand eight hundred and sixty-seven, vested, as regards the said mortgage debt and the said term of two thousand years, in the said Lord Howard of Glossop, the Honourable Augustus Frederick Foley, the Honourable St. George Gerald Foley, and the Honourable Arthur Fitzgerald Kinnaird, and as regards the estate in fee in the said premises in Edward Dalton, gentleman, as a trustee for the said four last-named persons :

And whereas the said Henry Charles Duke of Norfolk died on or about the eighteenth day of February one thousand eight hundred and fifty-six :

Death of
Henry
Charles
Duke of
Norfolk ;

And whereas the said Francis Earl of Ellesmere died on or about the eighteenth day of February one thousand eight hundred and fifty-seven :

of Francis
Earl of
Ellesmere ;

And whereas the said William Sloane Stanley died on or about the eleventh day of April one thousand eight hundred and sixty :

of William
Sloane
Stanley ;

And whereas the said Henry Granville, fourteenth Duke of Norfolk, died on the twenty-fifth day of November one thousand eight hundred and sixty :

and of
Henry Gran-
ville Duke
of Norfolk.

And whereas the Most Noble Henry, fifteenth Duke of Norfolk, is the eldest son of the said Henry Granville, late Duke of Norfolk, and attained the age of twenty-one years on the twenty-seventh day of December one thousand eight hundred and sixty-eight, and

Henry Duke
of Norfolk
first adult
tenant in
tail.

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Death of
Lady
Augusta
Howard and
her issue.

And whereas the said Lady Augusta Howard died on the third day of July one thousand eight hundred and sixty-two, having had issue by the said Lord Howard of Glossop, two sons and five daughters only, of whom one son, Charles Bernard Talbot Howard, died in the year one thousand eight hundred and sixty-one, aged nine years, and the other son Francis Edward Howard, and the five daughters Gwendaline Mary Anne Howard, Angela Mary Charlotte Howard, Alice Mary Elizabeth Howard, Constance Mary Germana Howard, and Winifred Mary Howard are living, and infants under the age of twenty-one years :

Indenture
dated 15th
July 1863.
Second
marriage
settlement
of Lord
Howard of
Glossop.

And whereas by an indenture dated the fifteenth day of July one thousand eight hundred and sixty-three, and made between the said Lord Howard of Glossop of the first part, Winefride Mary Lisle March Phillipps de Lisle, herein-after called Winefride de Lisle, spinster, of the second part, Gerald Charles Purcell Fitzgerald, Esquire, of the third part, Ambrose Charles Lisle March Phillipps de Lisle of the fourth part, and the Right Honourable William Bernard Lord Petre and the said Jervoise Smith of the fifth part, being a settlement made in contemplation of a marriage shortly afterwards solemnized between the said Lord Howard of Glossop and the said Winefride de Lisle, the said Lord Howard of Glossop, in exercise of the said power for this purpose given to him by the said family settlement, appointed that the said manor and other hereditaments settled by the said family settlement should from and immediately after the solemnization of the said then intended marriage, go to the use of the said Gerald Charles Purcell Fitzgerald, his executors, administrators, and assigns, for the term of ninety-nine years, in trust out of the rents and profits of the same hereditaments to raise the annual sum of three hundred pounds during the joint lives of the said Winefride de Lisle and Lord Howard of Glossop, upon the trusts therein mentioned, being trusts for the separate use without power of anticipation of the said Winefride de Lisle in the nature of pin money, and subject to a proviso for the cesser of the said term :

And by the indenture now in recital, in exercise of the power for this purpose given by the said family settlement, the said Lord Howard of Glossop appointed to the said Winefride de Lisle, in case the said then intended marriage should take place, a yearly rent-charge of one thousand pounds, to commence immediately after the decease of the said Lord Howard of Glossop, and thenceforth to continue during the life of the said Winefride de Lisle in part of her jointure and in bar of her dower, to be charged upon the said

manor and other hereditaments by the said family settlement limited in strict settlement, with powers of distress and entry for recovering the same yearly rentcharge: A.D. 1871.

And by the indenture now in recital the said Lord Howard of Glossop, in exercise of the said power for this purpose limited by the said family settlement, appointed the said manor and other hereditaments therein-before expressed to be charged with the payment of the said yearly rentcharge of one thousand pounds unto and to the use of the said Ambrose Charles Lisle March Phillipps de Lisle, his executors, administrators, and assigns, for a term of three hundred years from the death of the said Lord Howard of Glossop, if the said Winefride de Lisle should survive him, upon trusts for securing the payment of the said yearly rentcharge of one thousand pounds, and subject to a proviso for cesser:

And by the indenture now in recital the said Lord Howard of Glossop, in exercise of the said power for this purpose limited by the said family settlement, appointed that, subject and without prejudice to the jointure rentcharge therein-before limited, and the powers, remedies, and terms of years therein-before given and created for securing payment thereof, the said manor and other hereditaments by the said family settlement limited in strict settlement should go unto the said William Bernard Lord Petre and Jervoise Smith, their executors, administrators, and assigns, for the term of one thousand five hundred years from the death of the said Lord Howard of Glossop, without impeachment of waste, upon trusts for raising portions for the children of the said then intended marriage (other than and except such son or sons (if any) as under or by virtue of the limitations contained in the said family settlement should, before attaining the age of twenty-one years, become entitled to the said manor and hereditaments for an estate in tail male in possession, or in remainder expectant on the decease of the said Lord Howard of Glossop), the amount to be raised being ten thousand pounds if there should be only one or two such children other than as aforesaid, and fifteen thousand pounds if there should be three or more such children other than as aforesaid, and also for raising yearly sums after the death of the said Lord Howard of Glossop, for the maintenance or education of every child for the time being entitled in expectancy to a portion:

And whereas by a deed poll dated the eighth day of October one thousand eight hundred and sixty-six, under the hand and seal of the said Lord Howard of Glossop, after reciting that the several sums specified and set forth in the first schedule to the deed now in recital under the heading "principal sums expended," and thereafter referred to as the said principal sums expended, had been

Mortgage
under Public
Works Act,
1863, for
15,742*l.*

A.D. 1871. — respectively advanced and expended by the guardians of the poor of the Glossop Union, in the county of Derby, in the execution of the works therein-after referred to, at the several times specified in the said first schedule, and that it had been agreed by the said Lord Howard of Glossop with the said guardians previously to such advance and expenditure being made, that the same several sums amounting in the whole to fifteen thousand seven hundred and nine pounds, together with the costs therein-after referred to, should be charged upon the lands described or referred to in the second schedule to the deed now in recital, which lands formed part of the hereditaments comprised in the said family settlement and first marriage settlement, the said Lord Howard of Glossop being the owner, within the meaning of the "Public Works (Manufacturing Districts) Act, 1863," of the lands mentioned in the said second schedule, in exercise of the power vested in him by the said Act, charged the inheritance of such lands with the said principal sums expended, and with each and every of them, making the aggregate sum of fifteen thousand seven hundred and nine pounds, being the amount expended by the said guardians of the poor of the Glossop Union, in the said county of Derby, in the execution of the following works for the improvement of the said lands; (that is to say,) laying down drainage pipes through, in, and on the said lands, and making through, in, and on the said lands the roads specified in the schedule thereunder written, and in the construction of reservoirs and waterworks in and upon the said lands, and in the enclosure and cultivation of moor lands, parcels of the said lands, and with the sum of thirty-three pounds, being the amount of the costs incurred by the said guardians, and the said Lord Howard of Glossop as such owner as aforesaid, in relation to the security now in recital, making together the sum of fifteen thousand seven hundred and forty-two pounds, together with interest for the same at the rate of three pounds ten shillings per centum per annum; and declared that the said principal moneys and interest should be paid by the owner for the time being of the said lands to the said guardians in manner following; namely, the interest on each of the said several principal sums, or on so much thereof respectively as remained unpaid, by equal half-yearly payments as therein mentioned, and each of the said principal sums, amounting in the aggregate to the said sum of fifteen thousand seven hundred and forty-two pounds, by thirty equal annual instalments, payable on the days therein mentioned:

And whereas the sum of three hundred and sixteen pounds nineteen shillings and fivepence, part of the sum of one thousand pounds, which is the first item of expenditure mentioned in the said deed poll dated the eighth day of October one thousand eight hun-

dred and sixty-six, and the first schedule thereto, is identical with a sum of three hundred and sixteen pounds nineteen shillings and fivepence, which had been previously charged by the said Lord Howard of Glossop in favour of the said guardians by a deed bearing date the thirtieth day of November one thousand eight hundred and sixty-three, and such sum of three hundred and sixteen pounds nineteen shillings and fivepence ought not therefore to have formed part of the principal moneys charged and secured by the aforesaid deed poll, inasmuch as the same had reference to expenditure on property not forming any part of the lands mentioned or referred to in the second schedule to such deed poll, and accordingly, by another deed poll under the seal of the said guardians, and dated the nineteenth day of July one thousand eight hundred and seventy-one, the said guardians did testify and declare that the said first-mentioned deed should be construed and take effect from thenceforth in the same manner in all respects as the same would have been construed and taken effect if the first sum mentioned in the first column of the first schedule thereto had been six hundred and eighty-three pounds and sevenpence instead of one thousand pounds, and as if such deed poll had originally been made a security for the payment of the sum of fifteen thousand four hundred and twenty-five pounds and sevenpence and interest, instead of for the payment of the sum of fifteen thousand seven hundred and forty-two pounds and interest:

A.D. 1871.

And whereas by an indenture dated the thirtieth day of October one thousand eight hundred and sixty-six, endorsed upon the said family settlement, and made between the said Lord Howard of Glossop of the first part, the said John Abel Smith of the second part, and the said William Bernard Lord Petre of the third part, the said Edward George Lord Howard, in exercise of the power for this purpose vested in him under the said family settlement, appointed the said William Bernard Lord Petre to be a trustee of the said family settlement jointly with the said John Abel Smith in the place of the said Earl of Ellesmere, for the several purposes for which the said Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard became trustees by virtue of the said family settlement; and by the same indenture all the manors and other hereditaments vested in the said John Abel Smith as a trustee of the said family settlement were assured for all the estate or estates therein which were vested in the said John Abel Smith as aforesaid, to the use of the said John Abel Smith and William Bernard Lord Petre, their heirs and assigns, nevertheless upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, agreements, and declarations

Indenture dated 30th Oct. 1866. Appointment of William Bernard Lord Petre to be trustee of the family settlement.

A.D. 1871. upon, for, with, under, and subject to which the same ought to be held according to the true intent and meaning of the said family settlement and the said first marriage settlement respectively :

Lord Howard of Glossop created Baron Howard of Glossop.

Death of John Abel Smith.

No issue of Lord Howard of Glossop's second marriage.

And whereas the said Lord Howard of Glossop was created Baron Howard of Glossop on or about the ninth day of December one thousand eight hundred and sixty-nine :

And whereas the said John Abel Smith died on the seventh day of January one thousand eight hundred and seventy-one :

And whereas the said Lord Howard of Glossop has had no issue by his present wife the said Winefride de Lisle :

And whereas the said John Earl of Shrewsbury died on or about the ninth day of November one thousand eight hundred and fifty-two :

And whereas the said Thomas Henry Lord Foley died on or about the twentieth day of November one thousand eight hundred and sixty-nine, having made his will, bearing date the seventh day of February one thousand eight hundred and fifty-four, and thereof appointed the said Augustus Frederick Foley and Arthur Fitzgerald Kinnaird, and the Honourable Anthony John Ashley Cooper therein called Anthony John Ashley, executors ; and the said will, with three codicils thereto, not affecting the appointment of executors, was, on or about the fourteenth day of January one thousand eight hundred and seventy, proved in the principal registry of the Court of Probate by the said Augustus Frederick Foley and Arthur Fitzgerald Kinnaird, the said Anthony John Ashley Cooper having died in the lifetime of the said Thomas Henry Lord Foley :

And whereas by an indenture bearing date the twenty-ninth day of June one thousand eight hundred and seventy-one, and made between the said Lord Howard of Glossop of the first part, the said Augustus Frederick Foley and Arthur Fitzgerald Kinnaird of the second part, and the Right Honourable Charles Hugh Lord Clifford, Baron Clifford of Chudleigh in the county of Devon, and Edwin Joseph de Lisle, of Garenden Park in the county of Leicester, Esquire, of the third part, in exercise of the power for this purpose contained in the said family settlement and the said first marriage settlement respectively, the said Lord Howard of Glossop did duly appoint the said Charles Hugh Lord Clifford and Edwin Joseph de Lisle to be trustees in the place of the said John Earl of Shrewsbury and Thomas Henry Lord Foley, for the purposes for which the two last-named persons were appointed trustees of the said first marriage settlement ; and by the indenture now in recital the said Augustus Frederick Foley and Arthur Fitzgerald Kinnaird did assign unto the said Charles Hugh Lord Clifford and Edwin Joseph de Lisle, their executors, administrators, and assigns, all and singular the

manors, advowsons, messuages, lands, tithes, tithe rentcharges, and other hereditaments which were then by any means subject to the subsisting uses of the said first marriage settlement; to hold the same unto the said Charles Hugh Lord Clifford and Edwin Joseph de Lisle, their executors, administrators, and assigns, for the said term of one thousand two hundred years so as aforesaid limited in use by the said first marriage settlement, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, declarations, and agreements upon, for, with, under, and subject to which the same premises ought to be held according to the true intent of the said first marriage settlement :

And whereas the said power given to the said Lord Howard of Glossop by the said family settlement of charging the hereditaments comprised therein with not exceeding ten thousand pounds on his marriage, and not exceeding altogether twenty-five thousand pounds including the said ten thousand pounds when in possession, has been exercised to the extent of twenty-four thousand nine hundred and sixty-six pounds only, and this in manner following; (that is to say,) by indenture dated the twenty-fifth day of February one thousand eight hundred and fifty-nine, and made between the said Lord Howard of Glossop of the one part, and the said Henry Granville Duke of Norfolk, John Abel Smith, William Blount, and Ambrose Lisle March Phillipps de Lisle (therein called Ambrose Lisle Phillipps), of the other part, the said Lord Howard of Glossop charged all the hereditaments comprised in or then subject to the subsisting uses of the said family settlement with the payment of nine thousand one hundred and sixty-six pounds, with interest after the rate of four pounds per centum per annum, which said charge of nine thousand one hundred and sixty-six pounds and interest, and the securities for the same, are now vested in the said William Blount and Ambrose Lisle March Phillipps de Lisle, as the survivors of the said Henry Granville Duke of Norfolk and John Abel Smith; and by an indenture dated the seventh day of May one thousand eight hundred and sixty-two, and made between the said Lord Howard of Glossop of the one part, and George Graham, Esquire, James Salmond, Esquire, the said William Bernard Lord Petre, and James Alexander Douglas, Esquire, of the other part, the said Lord Howard of Glossop charged all the hereditaments comprised in or then subject to the subsisting uses of the said family settlement with the payment of fifteen thousand eight hundred pounds, with interest after the rate of four pounds per centum per annum, and the said charge of fifteen thousand eight hundred pounds and interest, and the securities for the same, are now vested in the said George Graham, James Salmond, and William Bernard Lord Petre,

A.D. 1871.

Lord Howard of Glossop's powers of charging have been exercised.

A.D. 1871. as the survivors of the said James Alexander Douglas, who died on or about the eleventh day of June one thousand eight hundred and sixty-two :

Powers of raising moneys for improvements have been exercised.

And whereas the said power of raising ten thousand pounds for improvements contained in the said family settlement and extended to twenty-five thousand pounds by the said first marriage settlement has been exercised to the extent of sixteen thousand pounds only, and this in the following manner; (that is to say,) eight thousand pounds was raised on the security of an indenture dated the twelfth day of September one thousand eight hundred and fifty-three, and made between the said Francis Earl of Ellesmere, John Abel Smith, and William Sloane Stanley, of the first part, the said Henry Charles Duke of Norfolk of the second part, and Samuel Gurney, Esquire, John Allcard, Esquire, and Robert Forster, Esquire, of the third part; five thousand pounds was raised on the security of an indenture dated the twenty-fourth day of June one thousand eight hundred and sixty-two, and made between the said John Abel Smith of the first part, the said Lord Howard of Glossop of the second part, and the Right Honourable Henry Valentine Lord Stafford, the said William Bernard Lord Petre, the Honourable Albert Henry Petre, and the Honourable Frederick Charles Edmund Petre, of the third part; and three thousand pounds was raised on the security of an indenture dated the twentieth day of October one thousand eight hundred and seventy, and made between the said John Abel Smith and William Bernard Lord Petre of the first part, the said Lord Howard of Glossop of the second part, Charles Few, gentleman, of the third part, and the said John Abel Smith, William Blount, and Ambrose Lisle March Phillipps de Lisle of the fourth part; and the said sums of eight thousand pounds and five thousand pounds, as well as two thousand three hundred pounds, part of the said sum of three thousand pounds, have been expended in such improvements as are contemplated by the said power; and the sum of seven hundred pounds, being the remainder of the said sum of three thousand pounds, is in the course of being expended in the like improvements :

And whereas (the said Samuel Gurney having died on the fifth day of June one thousand eight hundred and fifty-six, and the said John Allcard having died on the ninth day of April one thousand eight hundred and fifty-six,) by virtue of an indenture bearing date the twenty-eighth day of February one thousand eight hundred and fifty-seven, and made between the said Robert Forster of the first part, Frederick Vallings, gentleman, of the second part, and Henry Edmund Gurney, Esquire, and William Aldam, Esquire, of the third part, and of another indenture bearing date the said twenty-eighth

A.D. 1871.

day of February one thousand eight hundred and fifty-seven, and made between the said Frederick Vallings of the first part, and the said Robert Forster, Henry Edmund Gurney, and William Aldam of the second part, and of another indenture bearing date the ninth day of April one thousand eight hundred and fifty-nine, and made between the said Robert Forster, Henry Edmund Gurney, and William Aldam of the one part, and the said Henry Granville Duke of Norfolk, John Abel Smith, William Blount, and Ambrose Lisle March Phillipps de Lisle (therein called Ambrose Lisle Phillipps) of the other part, and by virtue of an indenture bearing date the eighteenth day of October one thousand eight hundred and seventy, and made between the said Henry Valentine Lord Stafford, William Bernard Lord Petre, Albert Henry Petre, and Frederick Edmund Petre, of the first part, the said Lord Howard of Glossop of the second part, and the said John Abel Smith, William Blount, and Ambrose Lisle March Phillipps de Lisle of the third part, the said debt of five thousand pounds, and the security for the same, became vested in the said John Abel Smith, William Blount, and Ambrose Lisle March Phillipps de Lisle, and by reason of the deaths of the said Henry Granville Duke of Norfolk and John Abel Smith, all the said three debts of eight thousand pounds, five thousand pounds, and three thousand pounds are, with the securities for the same, vested in the said William Blount and Ambrose Lisle March Phillipps de Lisle, except that a term of one day, which was by the said indenture of the twentieth day of October one thousand eight hundred and seventy limited to the said last-mentioned Charles Few, upon trust for the purposes of the security thereby made, still remains vested in him :

And whereas the owners of other estates in the immediate neighbourhood of the Glossop Dale estates have power to grant and are in the habit of granting building and repairing leases for terms of not exceeding one thousand years, and leases for terms of similar lengths are customary in neighbouring towns, and the non-existence of any power to grant similar leases upon the Glossop Dale estates may seriously prejudice the value of such estates by diverting the progress of building and improvements to the said neighbouring estates and to neighbouring towns, and therefore it is expedient that power should be given to the owners of the Glossop Dale estates to grant leases of a similar nature :

Leases for long terms customary in the neighbourhood.

And whereas the restrictions imposed upon the exercise of the power of accepting surrenders contained in the said family settlement, by the provision that the term, interest, and right surrendered should not exceed thirty years, often causes great inconvenience, especially when the buildings on the premises on lease have been

The restrictions imposed by the family settlement are inconvenient.

A.D. 1871.

burnt down, or gone into a state of decay, or where premises comprised in different leases for different terms have become vested in the same tenants, and are occupied together for the same purposes, and although such restrictions may be necessary or advisable in a power authorising fines to be taken on the granting of fresh leases of the surrendered premises, it may safely be dispensed with whenever such fresh leases are required to be at the best rent which under the circumstances can be obtained without taking any fine :

Advantages of power to lease for longer terms.

And whereas many of the lessees would prefer leases for long terms of years at increased rents, and it is considered that the said estates might be made to yield a larger rental if power were given to accept surrenders of leases whatever the length of the unexpired term or interest may be, and to grant in lieu thereof leases for terms not exceeding nine hundred and ninety-nine years on proper terms and conditions, having regard to the circumstances of the cases, and without taking any fines :

Reasonable that part of the moneys charged under the Public Works Act should be paid out of corpus.

And whereas the several sums of money herein-after mentioned, amounting altogether to the sum of twelve thousand pounds and sevenpence, part of the moneys so as aforesaid expended by the guardians of the poor of the Glossop Union, the repayment whereof to them by instalments is secured by the said deed poll of the eighth day of October one thousand eight hundred and sixty-six, were expended in permanent improvements of certain parts of the estates comprised in the said family settlement and first marriage settlement, and therefore might properly have been raised under the said power of raising money for improvements contained in the said family settlement, and it is therefore reasonable that the moneys already paid by the said Lord Howard of Glossop towards discharge of the instalments of the said sums, amounting together to twelve thousand pounds and sevenpence, should be repaid to him, and that the payment of the residue of the said sum of twelve thousand pounds and sevenpence should be effected out of moneys to be raised under the said power as extended by this Act, or out of any other moneys applicable in or towards the payment or discharge of incumbrances, or to the objects and improvements mentioned or referred to in the said power, and not out of the rents and profits of the said settled estates :

The particulars of the debt and payment are specified in Schedule (C.)

And whereas the particulars of the several sums, amounting together to the sum of fifteen thousand four hundred and seventy-two pounds, the repayment whereof by instalments is secured by the said deed poll of the eighth day of October one thousand eight hundred and sixty-six, together with a statement of the dates of the respective advances and amounts of the moneys already paid in discharge of the instalments of such moneys, and of the balance of

the debt still remaining unpaid, are set forth in the Schedule (C.) to this Act, in which schedule the sums herein-before referred to, amounting together to the sum of twelve thousand pounds and sevenpence, are distinguished from the other sums composing parts of the said aggregate sum of fifteen thousand four hundred and seventy-two pounds :

A.D. 1871.

And whereas the moneys already paid by the said Lord Howard of Glossop, in discharge of instalments of the said sums, amounting together to twelve thousand pounds and sevenpence, amount to two thousand six hundred and six pounds and two shillings, leaving nine thousand three hundred and ninety-three pounds eighteen shillings and sevenpence, the residue thereof, still unpaid :

Amount already paid by Lord Howard.

And whereas in order duly to develop the Glossop Dale estates as a building property, it would often be desirable to make agreements with the corporation of Glossop, or with any other local authority, body, or persons enabled so to agree, for the construction and maintenance of sewers, roadways, and other works :

Advisable to have further powers for developing the Glossop Dale estate.

And whereas some parts of the Glossop Dale estates could be more advantageously and economically developed for building purposes, if power were given to carry on such development in co-operation with the owners of adjoining estates :

Desirable that power be given to co-operate with adjoining owners.

And whereas, having regard to the number of small holdings upon the Glossop Dale estates, it is desirable to reduce as much as possible the expenses of and incident to the sale and conveyance of small portions of such estates, and it would therefore be for the benefit of the said Lord Howard of Glossop, and the persons entitled in remainder, that a short form of conveyance, to be used with such variations as may be thought fit in exercising the powers of sale and exchange contained in the said family settlement, should be provided by authority of Parliament :

Advantage of an inexpensive mode of selling.

And whereas it is also desirable that the powers of sale and exchange should be extended so as to enable the minerals and the surface to be dealt with separately, and so as to authorise the imposition of covenants and restrictions upon purchasers and others taking under any of the said powers :

And that powers of sale should be extended.

And whereas the said Lord Howard of Glossop has at his own expense erected on a site at Hadfield, forming part of the hereditaments subject to the uses of the said family settlement and first marriage settlement, a Roman Catholic church, with schools and a priests' house connected therewith ; and the said Lord Howard of Glossop has also at his own expense erected and laid out upon another site at Marple Bridge, also forming part of the hereditaments subject to the uses of the said family settlement and first

Statement as to churches and other buildings already erected by Lord Howard of Glossop.

A.D. 1871. marriage settlement, a Roman Catholic chapel, with schools and a priests' house, and a burial ground connected therewith :

And whereas the aforesaid church, chapel, schools, priests' houses, and burial ground were provided by the said Lord Howard of Glossop principally for the accommodation of the tenants and inhabitants upon the said hereditaments, a large proportion of whom are Roman Catholics :

Reasonable that they should be sold or leased as if they were vacant grounds.

And whereas the said Lord Howard of Glossop is desirous that the said church, chapel, schools, priests' houses, and burial ground, and the sites thereof, should be either conveyed for an absolute estate in fee simple, or demised for a long term of years to some trustees, upon trusts securing their permanent appropriation to the purposes for which they have been respectively erected and laid out, and it is only just and reasonable that such desire should be complied with, provided this can be done in such a manner as to preserve the value of the respective sites of the said church, chapel, schools, priests' houses, and burial ground to the successive owners of the said settled estates in the form either of purchase money for the fee simple of such sites or of ground rents reserved in respect thereof :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

Wherefore Your Majesty's most dutiful and loyal subject the said Lord Howard of Glossop 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 "The Glossop Dale Estate Act, 1871."

Interpretation of terms.

2. The following expressions when used in this Act shall have the several meanings herein-after assigned to them, unless there be something in the subject or context repugnant to such construction; (that is to say,)

The expression "the Glossop Dale estates" shall include all manors, rectories, lands, tenements, and hereditaments in England or Wales, which by any means or in any manner now are subject at law or in equity to the subsisting uses of the said family settlement and first marriage settlement, or which may hereafter be purchased with or out of any moneys, stocks, funds, shares, or securities, which either under any of the recited instruments or this Act, or under any special or general

Act authorising the taking or purchase of any parts of the Glossop Dale estates, or by any similar means, may be liable to be invested in hereditaments to be settled to the uses of the said family settlement and first marriage settlement, or which may otherwise by virtue of any provision contained in any of the recited instruments or this Act become subject at law or in equity to the subsisting uses of the said family settlement and first marriage settlement : A.D. 1871.

The expression "the general trustees" shall mean the said William Bernard Lord Petre, his executors or administrators, or other the trustees or trustee acting in the execution of the trusts of the said family settlement in the place of the said Henry Lord Howard, afterwards Earl of Effingham, Henry Valentine Stafford Jerningham, and Henry Howard, or of any of them :

The expression "the leasing authority" shall mean the said Lord Howard of Glossop during his life, and after his decease, the person for the time being entitled to the first estate of freehold in the Glossop Dale estates, or any part thereof, under the said family settlement or the said first marriage settlement, or if such person shall be under the age of twenty-one years, then the guardian or guardians of such person, but such guardian or guardians shall not exercise any powers hereby given except with the consent in writing of the general trustees :

The expression "guardian" shall mean an acting testamentary guardian, or if there shall be no acting testamentary guardian then a guardian appointed by the Court of Chancery :

The expression "the reversioner" shall, both in this Act and in any lease or contract to be made in pursuance thereof, mean the person or persons who shall for the time being be entitled to such parts of the Glossop Dale estates as shall be comprised in any lease or contract made or to be made in reversion immediately expectant upon the determination of such lease or contract, and shall also include any person or persons who, though not entitled to the reversion of the lands comprised in any such lease or contract, shall under this Act or otherwise have power to lease or otherwise dispose of the same :

The expression "the lessee" shall, both in this Act and in any lease or contract to be made in pursuance thereof, include the executors, administrators, and assigns of the lessee.

3. The leasing authority may from time to time by deed duly executed lease for any term of years not exceeding nine hundred and ninety-nine years, to take effect in possession or within one year

Power to grant building, &c. leases for 999 years.

A.D. 1871.

next after the making thereof, any part or parts of the Glossop Dale estates to any person who shall covenant or agree to erect or make any building thereon or on some part thereof, or substantially to improve or repair any existing building thereon or on some part thereof, or who shall covenant or agree to annex the premises so to be leased, or any part thereof, for gardens, pleasure grounds, shrubberies, reservoirs, yards, courts, or other conveniences for purposes of occupation, trade, or otherwise, to any building erected or made or to be erected or made on any part of the Glossop Dale estates or on any adjoining land, or who shall covenant or agree to construct or form upon the premises so to be leased, or any part thereof, any waterworks, railway, tramway, or other works, or any botanical or zoological gardens or public drives or walks, or other places of public resort or recreation; and such leasing authority may also, but so far only as an owner in fee simple of the Glossop Dale estates would by virtue of such ownership have power to grant the same, grant any such lease as aforesaid of the right to take or use, either in common with or to the exclusion of any other person or persons, the water of any brook, stream, reservoir, pond, or spring upon, in, or under the Glossop Dale estates or any part thereof, to any person whomsoever, either with or without any stipulation as to improvements: Provided always, that a lease subject only to a tenancy from year to year or for any less interest shall be deemed a lease in possession.

Rent to be reserved.

4. On every lease under the power aforesaid shall be reserved, except in cases where a peppercorn or other merely nominal rent may be reserved according to the provisions in that behalf hereinafter contained, the best yearly rent which can be reasonably obtained for the same, to be incident to the reversion and to be made payable half-yearly or oftener: Provided always, that such rent may be made to commence on any day not exceeding one year from the day of the date of the lease, and may be made to increase periodically, beginning with such portion of the full yearly rent to be ultimately payable and so increasing up to the full yearly rent, as the leasing authority having regard to the circumstances of the case may think reasonable, but so that the full yearly rent be made payable on a day not later than five years after the day of the date of the lease.

No fine.

5. Every lease under the aforesaid power shall be made without taking anything in the nature of a fine or premium, but nevertheless in fixing the terms of any lease which shall be made upon the surrender of a former lease, whether granted under this Act or otherwise, it shall be lawful to take into account the value of the lessee's interest under such surrendered lease.

6. Every lease under the aforesaid power shall contain the following covenants and provisions, so far as the same may be applicable; (that is to say,)

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—
Compulsory
covenants
and provi-
sions re-
quired in
leases.

1. A covenant by the lessee for the due payment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent :
2. A covenant by the lessee for the payment of all taxes, rates, tithes, rentcharge in lieu of tithes, assessments, and impositions whatsoever, payable by either landlord or tenant, affecting or to affect the demised premises (landlord's property tax only excepted) :
3. A covenant by the lessee to make within a time therein specified any buildings or other improvements in consideration of which the lease shall be granted, and which shall not be completed at the time of granting the same :
4. A covenant by the lessee to keep the buildings on the demised premises in repair :
5. A covenant by the lessee not to commit waste, save so far as it may be necessary for or incident to the purposes for which the lease is granted :
6. A covenant by the lessee to yield up, on the expiration or sooner determination of the term, the possession of the demised premises, with the buildings and improvements thereon in good repair and condition :
7. A provision that the reversioner, his agents and workmen, may enter upon the demised premises twice in every year, or oftener, at all seasonable times, and inspect the condition thereof :
8. A provision that the reversioner may re-enter for nonpayment within thirty days of the rent thereby reserved, unless such rent shall be a peppercorn, or for non-performance of the covenants and agreements therein contained on the part of the lessee, but the leasing authority shall be at liberty to allow a provision in the lease that no breach by the lessee of any covenant (except the covenant for payment of the rent and such other covenants, if any, as the parties may agree to except) shall give any right of re-entry, unless and until judgment shall have been obtained in an action for such breach of covenant, and the damages and costs recovered therein shall have remained unpaid for two calendar months after judgment shall have been obtained in such action.

7. A counterpart of every lease granted under this Act shall be executed by the lessee and be delivered by him to the leasing authority, but a memorandum under the hand of the leasing

Counterparts
of leases.

A.D. 1871. authority or his agent, acknowledging the receipt of any such counterpart, shall, in the absence of fraud, be conclusive evidence that the counterpart was duly executed and delivered as by this Act is required.

Provisions
authorised
in leases.

8. Every lease under the aforesaid power may, if the leasing authority shall think fit, be granted with provisions for all or any of the following purposes; (to wit,)

1. A provision for apportioning the rent to be reserved and for exonerating any part of the demised premises from the payment of any specified portion of the whole rent thereby reserved:
2. A provision for limiting any right of re-entry reserved on non-payment of rent, or on the breach of the covenants of the lease or any of them, to any specified part of the demised premises:
3. A covenant by the lessee to keep all or any of the insurable buildings on the demised premises insured against damage by fire in such manner as shall be mentioned therein, and to lay out the money received on such insurance, and also any other money requisite, in substantially restoring any building which was or ought to have been insured and which shall be destroyed or damaged by fire:
4. A covenant by the lessee to contribute towards the expense of making and keeping in repair, ornamenting, and embellishing any squares or other open places, roads, ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any parts of the Glossop Dale estates:
5. Any other usual or proper provisions which the leasing authority may think advisable.

Liberties and
easements
authorised to
be granted
to lessees.

9. The leasing authority (if he think fit) may grant to the lessee all or any of the following liberties and easements; (to wit,)

1. Liberty to take down or remove all or any part of the buildings on the demised premises and to apply and dispose of the materials thereof to any purposes agreed on:
2. Liberty to alter and reconstruct all or any part of any buildings comprised in the lease, so that such alteration or reconstruction be made with the privity and to the satisfaction of the reversioner, or his surveyors or agents:
3. Liberty to set out and allot any part of the demised premises as and for the sites of squares and other open spaces, streets, roads, ways, avenues, passages, embankments, wharfs, drains, yards, gardens, pleasure grounds, shrubberies, and otherwise for the use and convenience of the occupiers of the demised

premises, or of any premises adjoining or near thereto, or for the general improvement of the Glossop Dale estates or of any part or parts thereof :

4. Liberty to make, lay, maintain, repair, or use in or under any part not then already leased of the Glossop Dale estates, or (so far as any reservation or provision in any lease theretofore made, either under this Act or otherwise, of any part of the same estates will authorise) any part then already leased of such estates, any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, and other conveniences for any then present or any future buildings or works, and also, but so far only as an owner in fee simple of the Glossop Dale estates would, by virtue of such ownership, have power to grant the same, like liberty to construct, maintain, repair, or use any reservoirs, dams, mill-races, watercourses, or other waterworks, and like liberty to use the water of any brook, stream, pond, or spring on the said estates :
5. Liberty to dig, take, and carry away, unmanufactured, in and out of the demised premises, any such building stone, earth, clay, sand, loam, gravel, and other substances as it may be necessary or convenient to remove :
6. Liberty to get, dig, and remove any building stone, earth, clay, sand, loam, gravel, and other substances out of the demised premises, or any part thereof, or any land adjoining or near thereto, and to manufacture the same into bricks, tiles, or other materials, to be used in improving the demised premises, or for such other purposes as shall be agreed upon :
7. Liberty to fell, lop, or cut, and carry away and use, any timber and other trees, shrubs, and plants on the demised premises :
8. Easements of ways, waters, drainage, and lights, and other easements over, in, through, or affecting any part not then already leased of the Glossop Dale estates, or (so far as any reservation or provision in any lease theretofore made, either under this Act or otherwise, of any part of such estates will authorise) any part then already leased of the same estates :
9. Any other usual or proper liberties, easements, and privileges usual in leases for like purposes, or which the leasing authority may think it advisable to grant.
10. The leasing authority may, if and as he shall think fit, make in every or any lease under the aforesaid power, all or any of the following reservations, subject in every case to such compensation, if any, as shall be agreed upon ; (to wit,)

Reservations
authorised in
leases.

1. Reservations of rights or powers to make, lay, or use any sewers, drains, watercourses, pipes, conduits, arches, cellars,

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vaults, areas, roads, ways, passages, or other conveniences in, through, over, or under the demised premises :

2. Reservations of any easements of ways, waters, drainage, lights, or support, or of any other description affecting the demised premises :
3. Reservations of timber or other trees upon the demised premises, and of any rights with respect to the same :
4. Reservation of mines, minerals, stone, earths, and other substances in or under the demised premises, and of any liberties, easements, and privileges with respect to the same :
5. Any other usual or proper reservations which the leasing authority may think advisable.

Power to grant leases for 999 years on surrender of certain leases.

11. The leasing authority may from time to time, if and when he thinks fit, grant leases for any terms not exceeding nine hundred and ninety-nine years, to take effect in possession, or within one year next after the making thereof, reserving such rent only as herein-after mentioned, and either with or without any stipulations for improvements, but in all other respects in accordance with the provisions herein-before contained, in consideration of the surrender of any lease or leases of any parts of the Glossop Dale estates which may have been granted or may hereafter be granted for any term of originally not less than thirty years, or for any life or lives, or for any term determinable with any life or lives.

New lease may include additional land, and holdings may be divided.

12. Any lease to be made under the last preceding section of this Act may include either the whole or a part only of the premises comprised in the surrendered lease or leases, and may also include any other part or parts of the Glossop Dale estates, adjoining to such surrendered premises, or convenient to be held therewith; also upon the surrender of one or more lease or leases, and in consideration thereof, several separate leases may be granted of different portions of the premises comprised in the surrendered lease or leases, with or without any such additions as aforesaid, and with or without any such liberties and easements as are hereby authorised to be granted as aforesaid.

Rent to be reserved.

13. The rent to be reserved upon every or any lease to be made under the two last preceding sections of this Act or either of them shall be such as the leasing authority may in his uncontrolled judgment and entire discretion consider fair and reasonable, having regard to all the circumstances of the case: Provided nevertheless, that the rent to be reserved upon any such lease shall not be less than the rent previously paid in respect of the premises comprised in such lease, where such previous rent can be distinguished and ascertained, together with an addition thereto of not less than fifteen

per centum per annum on such previous rent, but if any part of the land comprised in any such lease shall be entirely surrendered the leasing authority may make such apportionment of the original rent between the portion absolutely surrendered and the portion to be again leased, as he shall in his uncontrolled discretion think proper: Provided further, that where any additional land shall be added to the previous holding the best rent that can reasonably be had shall be reserved in respect of such additional land: Provided also, that no fine or premium shall be taken for the granting of any such lease.

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14. The leasing authority may from time to time enter into contracts in writing for leasing according to the provisions herein-before contained any part or parts of the Glossop Dale estates, and every such contract may contain all or any of the following agreements:

Power to
make con-
tracts.

1. An agreement that when and as the improvements to be in that behalf specified in the contract shall have been duly made in the manner and to the extent therein stipulated, the land agreed to be leased shall be by the leasing authority for the time being, if any, or if none by the reversioner leased according to the contract to the person contracting to take the same, his executors, administrators, or assigns, for the remainder of the time specified in the contract, and in such parcels, and under such portions of the yearly rent as shall be specified in the contract, or if not so specified shall be thought proper by the leasing authority or the reversioner; but so nevertheless that in case the rent shall be unequally distributed the yearly rent reserved in any lease shall not exceed one sixth part of the estimated clear yearly rackrent value of the land comprised in the lease when built on or otherwise improved and fit for use:
2. An agreement that the full rent specified in the contract shall or may be reserved on the lease or leases to be made of a given quantity, to be specified in such contract, of the land thereby agreed to be leased, and that the residue thereof shall be leased at the yearly rent of a peppercorn, or some other merely nominal rent, and this either before or after the full rent specified in the contract shall have been reserved in some lease or leases made in pursuance thereof, and at such time or respective times and in such manner as may be specified in the contract, or if not so specified as the leasing authority or reversioner may think fit:
3. An agreement that the full yearly rent specified in the contract shall or may be appropriated to a part or apportioned

A.D. 1871.

between parts of the lands therein comprised, either by a surveyor or referee or otherwise :

4. An agreement that the yearly rent specified in the contract and thereby made payable may be made to commence from such period not exceeding one year from the day of the date of the contract, and to increase periodically, beginning with such portion of the yearly rent thereby made payable, and so increasing up to the full yearly rent, as the leasing authority, having regard to the quantity of land therein comprised and the progress of the improvements thereby agreed to be made, and the other circumstances of the case, may think reasonable, but so that the full yearly rent be made payable on a day not later than five years from the day of the date of the contract :
5. An agreement that when and as any lease shall be made of any part of the land comprised in the contract, the land so from time to time leased shall be discharged from the contract, and the person with whom the contract shall be made shall remain liable thereunder in respect only of such part as shall not for the time being be leased of the land comprised therein, and to the payment of such portion only from time to time of the yearly rent therein specified as shall be thought proper, and shall in such contract be provided for :
6. An agreement that the person with whom any such contract may be entered into may have, exercise, or enjoy all or any of the liberties which are by the provisions herein-before contained, respecting building, repairing, and improving leases, authorised to be granted to lessees, so that the liberties so to be had, exercised, or enjoyed be specified in the said contract :
7. Any other agreements which the leasing authority may consider reasonable or advantageous, subject only to the limitation that the contract shall not make obligatory on the leasing authority or on the reversioner any agreement to which the leasing authority may not be by this Act authorised to give effect by a lease.

Provisions
which con-
tracts must
contain.

15. Every contract entered into under the aforesaid power shall contain provisions to the following effect; (to wit,)

1. That the reversioner may vacate the contract as to such part of the land therein comprised as shall not for the time being have been actually leased in pursuance thereof, and re-enter upon the same in case the same land shall not, within a reasonable term to be expressed in such contract, be improved as therein stipulated :

2. That the person to whom the lease ought according to the contract to be granted shall, within a reasonable time to be expressed in such contract, accept such lease and execute a counterpart thereof, and pay the reasonable charges of preparing such lease and counterpart respectively, and that in default of such acceptance, execution, or payment, the reversioner may vacate the contract as to the land not actually leased in pursuance thereof, and re-enter upon the same. A.D. 1871.

16. Every contract entered into under the aforesaid power shall (except as by this Act otherwise provided) be carried into effect by a lease or leases to be granted in pursuance of the power in that behalf herein-before contained, so far as the same shall be applicable. Contracts to be carried out by leases.

17. The leasing authority may from time to time make any new contract with respect to any land theretofore contracted to be leased with any person for the time being entitled to the benefit of the then existing contract, by way of addition to or explanation or alteration of all or any of the terms of such existing contract, but so as such contract, when so added to, explained, or altered, shall be conformable to the provisions of this Act: The leasing authority may also accept the surrender of all or any part of the land comprised in any such contract, and may release the person with whom any such contract has been entered into, his heirs, executors, administrators, and assigns, from the observance of the whole or any part thereof. Power to vary or rescind contracts.

18. Every lease under this Act shall be deemed duly made notwithstanding it was preceded by a contract not in due accordance with the provisions of this Act, or notwithstanding the contract was not in all respects duly observed, and whether or not the lease purport to be made in pursuance of the contract, or notwithstanding any variation between the lease and the contract, so as the lease itself be conformable to this Act. Lease good notwithstanding defect in contract.

19. Where any lease purporting to be granted under this Act shall, for some technical error, informality, irregularity, or defect in the making or executing thereof, be thought to be void or voidable, the leasing authority (if he think fit), may confirm it or may make instead thereof a lease in accordance with this Act, but only for the same term and at the same rent and on the same terms and conditions as were or were intended to be respectively granted, reserved, and contained in and by the lease so thought to be void or voidable: Provided always, that no fine shall be taken for making any such confirmation of a lease so thought to be void or voidable, or for granting any such lease instead thereof. Power to confirm leases.

A.D. 1871.

Provisions of Act to apply as to premises leased when again in possession.

Power to grant fresh lease in lieu of forfeited lease.

20. When the possession of any part of the hereditaments leased or contracted to be leased under this Act shall be resumed or recovered by virtue of any condition of re-entry contained in the lease or contract, the same shall thereupon become subject to be from time to time thereafter leased or otherwise dealt with or disposed of under this Act: Provided always, that in any such case as last aforesaid it shall be lawful for the leasing authority, if he shall think fit, to grant a lease, or to enter into a contract to grant a lease and afterwards to grant a lease of the premises comprised in any such forfeited lease or contract for any term of years not exceeding the unexpired residue of the term granted or agreed to be granted by such forfeited lease or contract, at a yearly rent or yearly rents which shall not be less in amount than the yearly rent reserved or agreed to be reserved by such forfeited lease or contract, but subject in all other respects to the restrictions herein contained to the tenant under such forfeited lease or contract, or to any other person whom in his absolute discretion the leasing authority shall consider justly entitled to the benefit of the same forfeited lease or contract.

Power to grant separate leases in lieu of a single lease;

and to re-apportion premises held under different leases.

21. The leasing authority may, if he think fit, upon the surrender of any lease now existing or hereafter to be granted of any part of the Glossop Dale estates, grant separate leases of the whole or any part of the premises comprised in such lease for the residue of the term for which such premises were held under the same lease; and may also, if he think fit, upon the surrender of any two or more such leases, re-apportion the premises comprised therein, or any of them, among the several lessees or assignees thereof, and grant to each lessee or assignee, or to his nominee or nominees, one or more lease or leases of the premises apportioned to him for the residue of the term for which such lessee or assignee held the premises surrendered by him, and may apportion the rents reserved by the surrendered leases among the new leases as he shall think fit, and any such apportionment may include any two or more leases held for terms the residues whereof do not differ by more than one fifth part of the shortest term, but the aggregate amount of the rents reserved upon or as the result of such re-apportionment shall be at least as great as the rent reserved in the surrendered lease or leases, and no fine shall be taken for making such re-apportionment or separate lease or leases.

Power to accept surrenders.

22. The leasing authority may accept surrenders of any leases now subsisting or hereafter to be granted, either under this Act or under any of the recited instruments or otherwise, of any parts of the Glossop Dale estates, either unconditionally or for the purpose of granting any new lease or leases under any of the powers contained either in this Act or in any of the recited instruments; and

the accepting of a surrender of a lease shall not for the purposes of this Act or of any of the recited instruments be deemed to be taking a fine or premium for the granting of a new lease or leases, and such surrender may be either of the whole or of any part or parts of the land comprised in any lease, a surrender of which is hereby authorised as aforesaid; and if and as often as a surrender shall be accepted of part only of the land comprised in any lease, the leasing authority may make such apportionment of the original rent between the portion surrendered and the portion not surrendered as he shall in his uncontrolled discretion think proper; and if the whole of the leasehold interest in the property of which a part only shall be surrendered shall not be vested in the surrendering party, the leasing authority shall be at liberty by deed executed by himself and the surrendering party, and without the necessity of any concurrence of any other party, to adopt and confirm any existing arrangement for apportionment of rent or liabilities, or for the exercise or user of rights or easements which may have been previously entered into or made between the leaseholders, or any of them, and such arrangement shall thereupon become absolutely binding on all parties, both at law and in equity.

A.D. 1871.
 Accepting surrenders not deemed taking fines.

Power to confirm existing apportionment.

23. The rent to be reserved by any lease made under the authority of this Act, and all covenants, agreements, provisoes, and conditions contained therein, or in any contract to be entered into under the provisions of this Act, and on the lessee's part to be observed, performed, fulfilled, and kept, and also the provisions or conditions of re-entry to be contained in any such lease or contract, shall be incident to and go along with the reversion of the premises thereby leased, and shall and may be received, enforced, and taken advantage of by the person or persons who shall be for the time being entitled to the premises comprised in such lease in reversion immediately expectant upon the determination thereof, or subject thereto.

Rents, covenants, and agreements to run with land in favour of the persons entitled to the reversion.

24. All covenants and agreements which shall be entered into by the leasing authority in any lease or contract for a lease, or in any agreement for the maintenance of any sewers or other works, or in any arrangement with any adjoining owner, made in pursuance of any of the powers contained in this Act, shall, unless the operation of any such covenant or agreement shall be expressly restrained, be binding upon the tenant for life, or tenant in tail, by whom or by whose guardians or guardian the same shall be entered into, and every person claiming the hereditaments to which such covenants and agreements relate, or any of them, through or in trust for him

Covenants and agreements to run with the land so as to bind the persons entitled to the reversion.

A.D. 1871. — or her, and every person claiming any reversion, remainder, or other estate or interest in the same hereditaments, under or by virtue of the said family settlement and first marriage settlement, or through the exercise of any power or powers contained in any of the recited instruments or in this Act, and his or her heirs, executors, administrators, and assigns, but in respect only of the same hereditaments and to the same extent and in the same manner only as if such covenants and agreements had been entered into by an owner in fee simple of the same hereditaments previously to their becoming subject to the said family settlement and first marriage settlement (notwithstanding the want of privity between the covenantor in such covenants or agreements and the person to be bound thereby as aforesaid, or the want of any words expressly binding such persons, or any of them); but such covenants or agreements shall not be binding upon any person entitled to a particular or determinable estate in the hereditaments to which the same shall respectively relate (whether such person be a covenantor or not), nor upon his or her heirs, executors, administrators, or assigns after the determination of his or her estate or interest in the same hereditaments, to any greater extent than as aforesaid: Provided also, that every such covenant shall bind the guardians or guardian of any infant tenant for life or tenant in tail under the said family settlement and first marriage settlement, so far as relates to any act, matter, or thing to be done, committed, or suffered by such guardians or guardian, but not further or otherwise.

Power to raise moneys for improvements extended.

25. The said power of raising not exceeding ten thousand pounds for improvements contained in the said family settlement, and which was extended so as to authorise the raising of not exceeding twenty-five thousand pounds by the said first marriage settlement, shall be further extended so that it shall be lawful to raise under the same power any sum or sums not exceeding in the whole the sum of twelve thousand pounds over and above the sums by the said family settlement and the said first marriage settlement authorised to be raised as aforesaid: Provided always, that every charge to be created under this present section shall be subject and without prejudice to the several charges, estates, and interests now subsisting or liable to arise in the said Glossop Dale estates or any part thereof prior to the estate for life by the said first marriage settlement limited to the said Lord Howard of Glossop.

General trustees out of improvement moneys to pay.

26. The general trustees shall from time to time, whenever required thereto by the said Lord Howard of Glossop, his executors or administrators, out of any moneys which may have been or may be raised under the said power for raising ten thousand pounds for

improvements contained in the said family settlement, and extended by the said first marriage settlement and this Act, or out of any other moneys in their hands applicable in or towards the payment or discharge of incumbrances, or to the objects and improvements mentioned or referred to in the said power, repay to the said Lord Howard of Glossop, his executors or administrators, the said sum of two thousand six hundred and six pounds and two shillings so already paid by him towards satisfaction of the sum of twelve thousand pounds and sevenpence, part of the moneys secured by the said deed poll of the eighth day of October one thousand eight hundred and sixty-six; and the said general trustees shall also from time to time, whenever thereto required by the said Lord Howard of Glossop or other the person entitled to the first estate of freehold under the said family settlement and first marriage settlement, or if such person be under the age of twenty-one years, then by his guardian or guardians, out of any moneys which may have been or may be raised under the said power for raising not exceeding ten thousand pounds for improvements contained in the said family settlement, and extended by the said first marriage settlement, and this Act, or out of any other moneys in their hands applicable as aforesaid, pay any sum or sums of money not exceeding in the whole the sum of nine thousand three hundred and ninety-three pounds and eighteen shillings over and above the aforesaid sum of two thousand six hundred and six pounds and two shillings, in or towards satisfaction of all or any of the instalments which shall from time to time have become payable of the principal moneys amounting to twelve thousand pounds and sevenpence specified in the Schedule (C.) annexed to this Act; and it shall be lawful for the general trustees, if they think fit, with the consent in writing of the said Lord Howard of Glossop or other the person entitled to the first estate of freehold under the said family settlement and first marriage settlement, or if such person be under the age of twenty-one years, then with the consent in writing of his guardian or guardians, out of any such moneys as aforesaid, to pay and satisfy by anticipation the future instalments of all or any of the said last-mentioned principal moneys.

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 12,000*l.*, part
 of moneys
 charged in
 favour of
 guardians of
 Glossop
 Union.

27. The leasing authority may from time to time lay out and appropriate any part or parts of the Glossop Dale estates as and for churches, chapels, schools, public buildings, markets, squares, crescents, gardens, recreation grounds, or other open spaces, railways, tramroads, bridges, streets, avenues, roads, paths, passages, drains, sewers, reservoirs, waterworks, pipes, conduits, or other easements or conveniences, or otherwise for the general improvement of the said estates and the accommodation of the lessees and

Power to
 appropriate
 land for
 churches,
 markets,
 railways,
 streets,
 sewers, &c.

A.D. 1871. occupiers thereof, or any of them, and may, if he shall think fit, convey any such premises in fee simple or for any less interest, or lease the same for any term whatsoever to any public body or individuals, upon such trusts and subject to such conditions as the leasing authority may think fit, and may grant to the lessees and occupiers of the said estates or any of them, or to any other persons or classes of persons, such liberties, rights, privileges, easements, and conveniences in respect of any premises so appropriated, and particularly any of the rights and liberties which the leasing authority might himself exercise under the next succeeding section of this Act, as the leasing authority shall deem reasonable or convenient, and may execute all such deeds and instruments as may be thought necessary or expedient for effectuating all or any of the aforesaid purposes, and may make any such appropriation or grant any such rights, liberties, privileges, easements, or conveniences, either with or without receiving any valuable consideration for the same, so that such consideration, if any, shall either be a rent payable yearly or oftener or a gross sum, or partly a rent and partly a gross sum, and that the same if a rent shall be reserved or settled in such manner that the same may be receivable as income by the person or persons who would have been entitled to the rents and profits of the premises so appropriated if such appropriation had not been made, and if a gross sum shall be paid to the general trustees and applied by them in or towards all or any of the purposes in or towards which the same gross sum would be applicable if it had arisen from a sale of the premises so appropriated under any of the powers contained in the said family settlement and this Act or either of them.

Power to lay out and develop land for building purposes.

28. The leasing authority may from time to time erect, form, and construct, and maintain, upon any part or parts of the Glossop Dale estates which may have been or may be appropriated for that purpose under the powers of any of the recited instruments or of this Act, any churches, chapels, schools, public buildings, markets, squares, crescents, gardens, recreation grounds, open places, bridges, streets, avenues, roads, paths, passages, drains, sewers, reservoirs, waterworks, railways, tramways, pipes, conduits, or other works, easements, or conveniences for the general advantage or improvement of the same estates or any parts thereof, and may make and construct in or upon any parts of the same estates, all such drains, sewers, pavements, passages, pipes, conduits, reservoirs, watercourses, railways, tramways, and other easements, and erect or set up such walls and other fences, and cut or take down and remove or make use of such hedges, fences, timber, and other trees and underwood, and also such houses and other buildings and the

materials thereof, and dig and remove or make use of such stones, earth, clay, sand, loam, or gravel, and execute all such other works and improvements, and do all such other acts as the leasing authority shall think necessary or convenient for the purpose of erecting, forming, and constructing, or maintaining any such buildings and works as are authorised by this present section or by any other section of this Act, or for providing for or for facilitating the drainage and sewerage, and fencing and lighting, and the general convenience and healthfulness of any such buildings or works, or of any other part or parts of the Glossop Dale estates, or for preparing any parts of the Glossop Dale estates for use and occupation for the purposes of buildings and improvements, or otherwise facilitating the advantageous leasing thereof, and may also take down or remove any buildings or parts of buildings upon any parts of the Glossop Dale estates, and may build any houses or other buildings upon any parts of the said estates, either in lieu of any houses so pulled down or removed or otherwise, as the leasing authority shall think necessary or expedient; and the general trustees may apply for all or any of the purposes mentioned in the present section any part or parts of any moneys authorised to be raised for improvements by the said recited settlements and this Act or any of them.

29. The leasing authority may, if and he shall think fit, give to the Corporation of Glossop, or to any commissioners, board, corporation, or persons who may under any local improvement Act or general Act or otherwise be authorised to make and maintain sewers, pavements, and other works of public convenience, such notices or consents, or may do such other acts as may be necessary or proper to authorise and induce such corporation, commissioners, board, or persons to make and maintain upon or in connexion with any markets, crescents, squares, gardens, recreation grounds, open places, bridges, roads, streets, ways, avenues, passages, drains, sewers, and pavements formed or to be formed upon any parts of the Glossop Dale estates, such sewers, drains, pavements, roadways (including for all the purposes of this present section railroads and tramways) and other works, as they may by any local or general Act or otherwise be empowered to make or maintain, and to cause such sewers, drains, pavements, roadways, and other works to be made or maintained accordingly, subject to such repayment of the expenses of the construction or maintenance thereof respectively, as by the said Act or any such other Act or otherwise may be provided for or directed, and generally may do such acts and enter into such agreements for procuring the construction or maintenance by the surveyors of highways, or by any corporation, commissioners, board, or persons enabled or required in this behalf by any local or general Act or otherwise, of any sewers, drains, pavements, roadways, or

Power to make arrangements with the Glossop corporation for making streets, &c.

A.D. 1871. other easements or works in, upon, or under or in connexion with any markets, crescents, squares, gardens, recreation grounds, open spaces, bridges, roads, streets, ways, avenues, passages, drains, sewers, and pavements already set out, formed, or constructed, or which may be set out, formed, or constructed on any parts of the Glossop Dale estates, as the leasing authority may deem expedient for the improvement of the said estates, or any part thereof; and the general trustees may, out of any moneys authorised to be raised for improvements by the said recited settlements and this Act, or any of them, repay the expenses of the construction of any sewers, drains, pavements, roadways, or other easements or works which may be constructed as herein-before mentioned, but the expenses of the maintenance thereof, so far as the same are not payable by the said corporation, commissioners, board, or persons, shall be defrayed out of the rents and profits of the Glossop Dale estates.

Power to make arrangements with the adjoining owners.

30. The leasing authority may enter into any arrangements with any persons being the proprietors of or in any way interested in any hereditaments situate, adjoining, or near to the Glossop Dale estates, or any part thereof, with reference to any of the following subjects; (to wit,)

1. The laying out and construction of any roads, streets, squares, or other open places, bridges, avenues, ways, (including railroads and tramways,) reservoirs, waterworks, watercourses, sewers, drains, and other works, either upon the Glossop Dale estates, or upon any such other hereditaments, for the joint benefit of the Glossop Dale estates, or some parts thereof, and of such other hereditaments, or some parts thereof, or for the exclusive benefit, either of the Glossop Dale estates, or some parts thereof, or of the said other hereditaments, or some parts thereof :
2. The raising and paying of the expenses of and incident to the laying out and construction of any such works as aforesaid, and of and incident to the maintenance thereof :
3. The purchase or sale of or enjoyment of any easements or other rights, and the contribution (if any) of the Glossop Dale estates towards such laying out and construction, or towards any such purchase as aforesaid, may be paid out of any moneys authorised to be raised for improvements by the said recited settlements and this Act, or any of them, and their contribution towards the maintenance of any such works may be paid out of the rents and profits of the Glossop Dale estates.

Power to contract for repayment

31. The leasing authority may from time to time and at any time or times, if and when he shall think fit, agree with any person

or persons to or with whom any lease or contract for a lease may be granted or entered into by the leasing authority under the powers of this Act, or of any of the recited instruments, or with any adjoining owner with whom any such arrangement may be made, as is herein-before authorised, or with any other person or persons whomsoever, for the repayment to the general trustees of all or any part of any moneys which may have been or may thereafter be expended under the powers of this Act upon the land to be comprised in any such lease or contract, or the buildings thereon, or which may have been or may thereafter be expended under such powers in the formation, construction, or maintenance of churches, chapels, schools, public buildings, markets, crescents, squares, gardens, recreation grounds, open places, roads, streets, ways, avenues, drains, sewers, pavements, passages, pipes, conduits, reservoirs, waterworks, railways, tramways, watercourses, or other easements, or in the performance or execution of any works or improvements whatsoever upon any parts of the Glossop Dale estates which may be necessary or conducive to the advantageous occupation and enjoyment of the land to be comprised in such lease or contract, or any buildings or improvements to be erected or made thereon, or to the general benefit of the estate, and may take such security and stipulate for such remedies, if he thinks it desirable to do so, for the repayment and recovery thereof to and by the general trustees as the leasing authority shall think fit; and the moneys so to be made payable shall not be deemed a fine or premium for the making of any lease under the provisions contained in this Act or in any of the recited instruments, but shall be deemed capital applicable for the purposes of this Act.

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of moneys
laid out in
improve-
ments.

32. The general trustees may from time to time apply such moneys as shall be repaid to or recovered by them under any contract to be so entered into by the leasing authority as aforesaid in or towards the formation, construction, or execution of such works upon the Glossop Dale estates as are herein-before authorised, in such manner in all respects as herein-before mentioned concerning the application of the moneys authorised to be raised for improvements as aforesaid; and the leasing authority may, if he think fit, enter into any such contracts as are mentioned in the last preceding section of this Act for the repayment of the whole or any part of the moneys so applied, and all the provisions of the present section shall apply to any moneys which may be repaid under any such contract, so that the process here described may be repeated as often as shall be thought expedient; and without prejudice to the preceding provisions, the general trustees may from time to time apply the moneys to be repaid to or recovered by them under any

Application
of moneys
repaid for
improve-
ments.

A.D. 1871. such contract, in or towards the discharge or satisfaction of any moneys which may have been borrowed at interest under the powers of this Act, or which are by this Act authorised to be paid, in such order and priority, and in such manner as the general trustees shall think most beneficial: Provided always, that until the application for any of the purposes aforesaid of all or any part of the moneys to be repaid or recovered as aforesaid, the same, or so much thereof as shall for the time being be unapplied, shall be invested by the general trustees in their names in the Parliamentary stocks or public funds of the United Kingdom, or at interest on Government or real securities in England or Wales, or on the stock or securities of the Bank of England, or of the Government of India, and the investments thereof may be from time to time altered, varied, or transposed for or into other stocks, funds, or securities of a like nature, and also called in or sold and disposed of as occasion shall require, and the interest, dividends, and annual produce arising from such stocks, funds, and securities as aforesaid shall be paid to the person or persons from time to time entitled to the receipt of the rents and profits of the Glossop Dale estates, or of such of them as shall not have been sold or exchanged under any of the powers for that purpose contained in this Act, or in any of the recited instruments: Provided also, that whenever all the moneys which may have been borrowed under the powers for raising moneys for improvements herein-before contained shall have been discharged and satisfied, the general trustees may apply any moneys which may have been repaid to or recovered by them under any such agreement as aforesaid, and the stocks, funds, and securities in or upon which the same may be invested, in or towards any of the purposes in or towards which the same would be applicable if such moneys had arisen from any sale of any part of the Glossop Dale estates under the power of sale contained in the said family settlement.

Powers of sale, &c. extended so as to authorise sales of minerals apart from the surface, and vice versa.

33. The powers of sale and exchange and partition contained in the said family settlement and this Act shall, after the passing of this Act, authorise the disposal by way of sale or exchange of any parts of the Glossop Dale estates, with an exception or reservation of all or any mines, minerals, coals, quarries, stones, clay, sand, and substances in, under, or upon the same, and of such liberties, powers, privileges, and easements for or incidental to the searching for, working, getting, carrying away, and disposing of the said mines, minerals, coals, quarries, stones, clay, sand, and substances, or otherwise in relation thereto, as may be thought expedient, and also the disposal, by way of sale, exchange, or partition, of all or any such mines, minerals, coals, quarries, stones, clay, sand, and sub-

stances with any such liberties, powers, privileges, and easements, for any of the purposes aforesaid, separately from or with part only of the surface, and in either case without prejudice to any future exercise of the same powers, or any of them, with respect to the excepted mines, minerals, or other substances aforesaid, or as the case may be, the undisposed-of surface and other lands, and the assurance of the premises sold, enfranchised, exchanged, or partitioned, may be made in such manner and form as may be considered expedient for giving effect to every or any such exception or reservation.

A.D. 1871.

34. Any purchaser or other person taking any parts of the Glossop Dale estates on any sale or exchange, under any of the powers contained in the said family settlement, the first marriage settlement, and this Act, or any of them, may be required to enter into any covenants, or submit to any restrictions of any description which may be deemed beneficial to the property retained or taken upon exchange or otherwise expedient, and the assurance of the premises sold or exchanged may be made in such manner or form as may be considered expedient for giving effect to every or any such covenant or restriction.

Powers of sale, &c. extended so as to authorise sales, &c. with covenants or restrictions.

35. Any conveyance of any parts of the Glossop Dale estates under any of the powers of sale and exchange contained in the said family settlement, the first marriage settlement, and this Act, or any of them, may, if the general trustees think fit, be made by a deed according to the form in the Schedule (A.) to this Act annexed, with such additions, omissions, and variations (if any) not repugnant to the provisions of the said family settlement, the first marriage settlement, and this Act, or any of them, as the circumstances of the case may require, or the general trustees may consider expedient.

Short form of conveyance.

36. If any conveyance made in accordance with the last preceding section of this Act purport to convey the right to the production of any deeds or writings, such conveyance shall have the same effect as if it contained a covenant entered into with the purchaser, his heirs, cestuisque use, and assigns, by every person who from time to time shall be entitled to the custody of the deeds or writings specified in the said conveyance, or any of them, by virtue of the limitations of the said family settlement and first marriage settlement, or either of them, either alone or together with any other instrument or instruments whatsoever on behalf of himself, his heirs, executors, or administrators, and binding such person at all times, so long as he shall continue entitled to the custody of the same deeds and writings, upon every request of the purchaser, his

Effect of conveying right to production of deeds.

A.D. 1871. — heirs, cestuisque use, or assigns, or of any person claiming under him or them, any estate, interest, or title in or to the premises conveyed by the said conveyance or any of them, and at the cost of the person requiring the same, to produce and show to him, them, or any of them, or to such person or persons as he or they shall require, or at any trial, hearing, or examination in any court of law or other judicature, or in the execution of any commission, or elsewhere, as occasion shall require, every or any of the deeds and writings specified, for the manifestation, defence, and support of the estate, title, and possession of the said purchaser, his heirs, cestuisque use, and assigns, and every such other person as aforesaid, and at all such times as aforesaid, at the cost of the said purchaser, his heirs, cestuisque use, or assigns, or any such other person as aforesaid, to make and furnish to him or them such true copies, attested or unattested, of all or any of the same deeds and writings as he or they may require, and in the meantime to keep the same deeds and writings safe, whole, uncanceled, and undefaced, unless prevented from so doing by fire or other inevitable accident.

Effect of conveying benefit of covenants against incumbrances.

37. If any conveyance made in accordance with the aforesaid section shall purport to convey the benefit of covenants against incumbrances, such conveyance shall have the same effect as if it contained a covenant by each of the conveying and consenting parties, or by such of them as shall be specified in the conveyance, each covenanting for himself, his heirs, executors, and administrators, with the purchaser, his heirs, cestuisque use, and assigns, but only for his own acts, defaults, and knowledge, that he the covenanting party had not done or knowingly suffered, or been party or privy to anything whereby the property thereby expressed to be conveyed or any part thereof was or might be in anywise impeached, affected, or incumbered, in title, estate, or otherwise howsoever, or whereby he the covenanting party was in anywise hindered from conveying, or, as the case may be, consenting to the conveyance of the property thereby expressed to be conveyed or any part thereof.

Power to sell or lease at ground rent certain Roman Catholic churches and buildings.

38. The general trustees shall at any time within five years after the passing of this Act, if required thereto in writing by the said Lord Howard of Glossop, or after his death by the said Henry Duke of Norfolk, either convey for an estate in fee simple or demise for any term not exceeding nine hundred and ninety-nine years from the passing of this Act to any trustees to be nominated by the said Lord Howard of Glossop, or after his decease, by the said Henry Duke of Norfolk, upon such trusts and with and subject to such powers and provisoes as he or they may direct, being trusts, powers, and provisoes for securing the permanent appropriation of

the premises to the purposes for which the same were erected and laid out, or to other lawful purposes connected with the Roman Catholic church, all or any part or parts of the said church, chapel, schools, priests' houses, and burial ground so as aforesaid respectively erected and laid out at Hadfield and Marple Bridge, and of the sites thereof, and the buildings, grounds, gardens, and other appurtenances now annexed thereto or occupied therewith, all which said church, chapel, schools, priests' houses, burial ground, sites, buildings, grounds, gardens, and appurtenances are more particularly described in the Schedule (B.) annexed to this Act, and either with or without the right of user of any roads or ways in connexion therewith : Provided always, that the general trustees shall not make any such conveyance in fee simple unless they shall have previously received, either from the said Lord Howard of Glossop or from some other person or persons, as the purchase money of the lands comprised in such conveyance, a sum equal to what the saleable value of such lands would have been at the date of the said conveyance if they were then unbuilt upon and unappropriated, which said purchase moneys shall be held by the general trustees upon the same trusts as the moneys arising from the exercise of the power of sale contained in the said family settlement shall for the time being be subject to : Provided also, that the general trustees shall not make any such demise for a term of years without reserving in respect of the lands comprised in such demise, one or more ground rent or ground rents equal in value or in aggregate value to the ground rent which could have been obtained for the lands comprised in such demise, if, being unbuilt upon and unappropriated, they were let upon lease for a term of the same length, and every ground rent so reserved shall be incident to and go along with the reversion of the premises thereby leased, and the payment thereof shall be secured by reserving a power of re-entry upon the premises in respect whereof the same was reserved.

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39. Provided always, that this Act shall not prejudice any of the powers now affecting the hereditaments subject to the recited limitations of the said family settlement and first marriage settlement or any parts thereof, except so far as the same powers may be affected by the exercise of any of the powers of this Act.

Saving existing powers.

40. The general trustees shall pay all the costs, charges, and expenses of preparing and obtaining this Act or incidental thereto out of any moneys now or hereafter in their hands.

Costs of Act.

41. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, and

General saving.

A.D. 1871. administrators (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, or out of the Glossop Dale 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 if this Act had not been passed.

Persons
excepted
from general
saving, and
accordingly
bound by
this Act.

42. Provided always, that the following persons are expressly excepted out of the general saving in this Act contained, and they accordingly are the only persons bound by this Act; (to wit,) the said Lord John Manners, George William John Repton, Jervoise Smith, William Blount, Ambrose Lisle March Phillipps de Lisle, Lord Howard of Glossop, Augustus Frederick Foley, St. George Gerald Foley, Arthur Fitzgerald Kinnaird, William Bernard Lord Petre, George Graham, and James Salmond, as such mortgagees respectively as aforesaid, the said Robert Few, Charles Few, and Robert Brown as executors, and the said Robert Few as the heir-at-law of the said Charles Few, deceased, in whom the said term of one thousand years and the fee simple of one moiety of the said Glossop Dale estates were respectively vested as such trustee as aforesaid, the said Charles Few as such trustee of the said term of one day as aforesaid, the said Edward Dalton as such trustee as aforesaid, the said guardians of the poor of the Glossop Union as such mortgagees as aforesaid, the said William Bernard Lord Petre as such general trustee of the said family settlement as aforesaid, the said Charles Hugh Lord Clifford and Edwin Joseph de Lisle as such trustees as aforesaid of the said term of one thousand two hundred years created by the said first marriage settlement, the said Gerald Charles Purcell Fitzgerald as such trustee as aforesaid of the said term of ninety-nine years created by the said second marriage settlement, the said Ambrose Charles Lisle March Phillipps de Lisle as such trustee as aforesaid of the said term of three hundred years created by the said second marriage settlement, the said William Bernard Lord Petre and Jervoise Smith as such trustees as aforesaid of the said term of one thousand five hundred years created by the said second marriage settlement, the said Gwendaline Mary Anne Howard, Angela Mary Charlotte Howard, Alice Mary Elizabeth Howard, Constance Mary Germana Howard, and Winifred Mary Howard, the daughters of the said Lord Howard of Glossop by his first marriage, the said Francis Edward Howard, and the heirs male of his body, the said Winefride Lady Howard, the said Lord Howard of Glossop, the first and other sons hereafter to be born of the said Lord Howard of Glossop and the heirs male of their respective bodies, the children of the said Lord Howard of Glossop by the said Winefride Lady Howard, and the said Henry Duke of Norfolk and the heirs male of

his body, and all and every other persons and person claiming or to claim at law or in equity under or by virtue of the said family settlement and the said first marriage settlement and the said second marriage settlement respectively, subsequently to the estate in tail male in remainder to which the said Henry Duke of Norfolk is entitled under or by virtue of the limitations of the said family settlement and the said first marriage settlement or either of them, and the respective heirs, executors, and administrators of the several persons so respectively bound by this Act.

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43. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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.

A.D. 1871.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Form of Conveyance.

[N.B. This form may be altered.]

THIS Indenture made the day of 18 , between *A.B.* and *C.D.* [*general trustees*] of the first part, *E.F.* [*leasing authority*] of the second part, and *G.H.* [*purchaser*] of the third part, witnesseth, that in pursuance of the powers contained in the Glossop family settlement of 1841, and in "The Glossop Dale Estate Act, 1871," and of every other power, and in consideration of pounds by the said [*purchaser*] paid to the said [*general trustees*], the said [*general trustees*] with the consent of the said [*leasing authority*], convey all that [*parcels*] and the appurtenances thereto belonging or therewith enjoyed, together with a right to the production of the deeds and writings specified in the schedule hereto, and the benefit of covenants against incumbrances by all the said conveying and consenting parties, unto and to the use of the said [*purchaser*], his heirs and assigns. In witness, &c.

The SCHEDULE above referred to.

SCHEDULE (B.)

HADFIELD CHURCH.

The Roman Catholic church called Saint Charles' Church, with the schools, residence for priest, grounds, yard, and roads contiguous thereto, situated in the hamlet of Hadfield in the township and parish of Glossop aforesaid, fronting the turnpike road leading from Woolley Bridge to Hadfield, and bounded on all other parts by the said Glossop Dale estates.

MARPLE BRIDGE CHAPEL.

The Roman Catholic chapel and school, residence for priest, with garden, roads, and grounds, also burial ground and site for proposed new church, situate in the hamlet of Ludworth, in the township of Ludworth and Chisworth in the said parish of Glossop, adjoining Hollins Lane, and bounded on all other parts by the said Glossop Dale estates.

FRANCIS HAWKE.

SCHEDULE (C.)

A.D. 1871.

Statement of Public Works Loans, and Instalments discharged, to 30th June 1871.

No.	Date.	Amount borrowed.	Principal repaid to 30th June 1871.	Balance of principal owing.
		£ s. d.	£ s. d.	£ s. d.
1882 B.	30th November 1863 - -	683 0 7	159 7 4	523 13 3
1882 C.	18th January 1864 - -	1,500 0 0	350 0 0	1,150 0 0
1975 A.	24th February 1864 - -	2,000 0 0	466 13 4	1,533 6 8
1975 B.	30th May 1864 - -	2,000 0 0	466 13 4	1,533 6 8
1975 C.	26th September 1864 - -	1,317 0 0	263 8 0	1,053 12 0
2079 B.	26th October 1864 - -	2,000 0 0	400 0 0	1,600 0 0
2167 A.	14th December 1864 - -	2,000 0 0	400 0 0	1,600 0 0
2167 B.	5th June 1865 - -	500 0 0	100 0 0	400 0 0
		12,000 0 7	2,606 2 0	9,393 18 7
2079 A.	19th July 1864 - -	1,500 0 0	300 0 0	1,200 0 0
2079 C.	21st December 1864 - -	1,592 0 0	318 8 0	1,273 12 0
2167 C.	6th September 1865 - -	300 0 0	50 0 0	250 0 0
1882 A.	2nd November 1863 - -	32 19 5	7 14 0	25 5 5
		15,425 0 0	3,282 4 0	12,142 16 0

FRANCIS HAWKE.

THO. S. BOWDEN, Clerk to the
Guardians of the Glossop Union.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1871.

