



CHAPTER 10.

An Act to authorise a Lease of Lands in the Parishes of Gedling and Burton Joyce, in the county of Nottingham, part of the Settled Estates of the Earl of Carnarvon, and of Lands in the same Parishes, part of the Glebe Land of the Rectory of Gedling aforesaid, to the Corporation of Nottingham. A.D. 1877.

[10th August 1877.]

WHEREAS by an indenture of release and settlement dated the 21st day of October 1830, grounded on a lease for a year, and made between the Right Honourable George Augustus Frederick Earl of Chesterfield (herein-after called the sixth Earl of Chesterfield) of the first part, the Right Honourable Anne Elizabeth Countess of Chesterfield, then the Honourable Anne Elizabeth Forester, spinster (herein-after called Anne Countess of Chesterfield), of the second part, Arthur Stanhope and the Rev. Charles Williams of the third part, the Most Noble John Henry Manners, Duke of Rutland, since deceased (herein-after called the late Duke of Rutland), and the Right Honourable John George Weld Baron Forester, therein called the Right Honourable John George Weld Forester, since deceased (herein-after called the late Baron Forester), of the fourth part, and the Most Honourable Frederick William Robert Marquess of Londonderry, therein described as the Right Honourable Frederick William Robert Vane Tempest, commonly called Viscount Castlereagh, since deceased (herein-after called the late Marquess of Londonderry), and the Right Honourable Henry Manners, Baron Waterpark, therein called Henry Cavendish, Baron Waterpark, since deceased (herein-after called the late Baron Waterpark), of the fifth part, being a settlement made in contemplation of a marriage then intended and shortly afterwards solemnized between the sixth Earl of Chesterfield and Anne Countess of Chesterfield, certain messuages, lands, and hereditaments situated in the parishes (among others) of Burton Joyce and Gedling, in the county of Nottingham (which comprise the hereditaments mentioned

A.D. 1877. in the First Schedule hereto), but excepting and reserving to the sixth Earl of Chesterfield, his heirs and assigns, all advowsons, rectories, and rights of patronage of and to certain churches therein mentioned, including the church of Gedling aforesaid, and all glebe lands, tithes, rights, and appurtenances to the said advowsons, rectories, and churches belonging, were, in consideration of the intended marriage, granted, bargained, sold, released, and confirmed by the sixth Earl of Chesterfield to the said Arthur Stanhope and Charles Williams, and their heirs, to the use of the late Duke of Rutland and the late Baron Forester, their executors, administrators, and assigns, for the term of ninety-nine years, upon certain trusts during the joint lives of the sixth Earl of Chesterfield and Anne Countess of Chesterfield, which term, in accordance with a proviso for the cesser thereof contained in the indenture now in recital, ceased on the death, herein-after mentioned, of the sixth Earl of Chesterfield, and subject thereto, to the use of the sixth Earl of Chesterfield and his assigns for his life; with remainder to the use of the said Arthur Stanhope and Charles Williams, their executors and administrators, during the life of the sixth Earl of Chesterfield, in trust to preserve contingent remainders; with remainder to the use and intent that Anne Countess of Chesterfield, in case she should survive the sixth Earl of Chesterfield (which event happened), and her assigns should, from and after the decease of the sixth Earl of Chesterfield, yearly receive during her life one annual sum or yearly rentcharge of four thousand pounds charged upon all the manors, hereditaments, and premises by the indenture now in recital granted and released, such yearly rentcharge to be in full for the jointure of Anne Countess of Chesterfield, and in lieu, bar, and satisfaction of and for her dower or thirds at common law, as in the indenture now in recital mentioned, and for securing payment of such jointure; with remainder to the use of the late Duke of Rutland and the late Baron Forester, their executors, administrators, and assigns, for the term of five hundred years, to be computed from the day next before the day of the decease of the sixth Earl of Chesterfield, without impeachment of waste, upon the trusts, and to and for the intents and purposes, and under and subject to the provisos and agreements in the indenture now in recital declared and contained concerning the same term; with remainder to the use of the late Marquess of Londonderry and late Baron Waterpark, their executors, administrators, and assigns, for the term of one thousand years, to be also computed from the day next before the day of the decease of the sixth Earl of Chesterfield, without impeachment of waste, upon the trusts, and to and for the

intents and purposes, and under and subject to the provisoes and agreements in the indenture now in recital declared and contained concerning the same term ; with remainder to the use of the first son of the body of the sixth Earl of Chesterfield on the body of Anne Countess of Chesterfield to be begotten, and the heirs male of the body of such first son lawfully issuing ; with remainder to the use of the second, third, fourth, fifth, and all and every other the son and sons of the body of the sixth Earl of Chesterfield on the body of Anne Countess of Chesterfield to be begotten, severally and successively and in remainder one after another, as they and every of them should be in seniority of age and priority of birth, and the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing being always to be preferred and take before the younger of such sons and the heirs male of his and their body and respective bodies issuing ; with remainder to uses in favour of the first and other sons of the sixth Earl of Chesterfield on the body of any other wife or wives to be begotten, as in the same indenture mentioned ; with remainder to the use of the person who should be then entitled to the dignity of the Earl of Chesterfield, his heirs and assigns for ever ; and the said indenture contained a declaration that the said term of five hundred years therein-before limited in use to the late Duke of Rutland and the late Baron Forester, their executors, administrators, and assigns, was so limited to further secure the jointure of four thousand pounds to Anne Countess of Chesterfield, as therein mentioned, and also a declaration that the said term of one thousand years therein-before limited in use to the late Marquess of Londonderry and late Baron Waterpark, their executors, administrators, and assigns, as aforesaid, was so limited to them upon trust that if there should be one or more child or children of the sixth Earl of Chesterfield on the body of Anne Countess of Chesterfield, other than or besides an eldest or only son for the time being entitled under the limitations therein-before contained to the said manors, hereditaments, and premises thereby assured in remainder expectant on the said term of one thousand years, then and in such case they, the late Marquess of Londonderry and late Baron Waterpark, or the survivor of them, or the executors or administrators of such survivor, should, after the decease of the sixth Earl of Chesterfield, or in the lifetime of the sixth Earl of Chesterfield, with his consent, to be signified by some writing under his hand and seal (but subject or without prejudice to the raising and paying of the said annual sum or yearly rentcharge of four thousand pounds therein-before

A.D. 1877. — limited to Anne Countess of Chesterfield and her assigns for her life, and to the powers and remedies of the said term of five hundred years for securing the payment of the same), by mortgage, sale, demise, or disposition of the manors, hereditaments, and premises comprised in the said term of one thousand years, or any of them, or any part thereof, for all or any part of the same term, or by bringing actions against the tenants or occupiers of the same manors, hereditaments, and premises, or any of them, or any part thereof, for the rents then in arrear, or by more than one of or by all the aforesaid ways and means, or by any other reasonable ways and means, levy and raise for the portion of such child, or each of such children (other than or besides such an eldest or only son as aforesaid) who being a son or sons should attain the age of twenty-one years, or being a daughter or daughters should attain that age or marry under that age with the consent of her or their parents or parent, guardians or guardian, for the time being, the sum of ten thousand pounds :

And whereas the said Arthur Stanhope died in or about the month of August 1836 :

And whereas by an indenture dated the 22nd day of November 1836, and made between the said Charles Williams of the first part, the sixth Earl of Chesterfield of the second part, William Eaton Mousley of the third part, and Joseph Hassall of the fourth part, the sixth Earl of Chesterfield, in virtue of a power in that behalf contained in the said recited indenture of settlement, appointed the said William Eaton Mousley to be a trustee of the said settlement in place of the said Arthur Stanhope, and jointly with the said Charles Williams, and by the same indenture, and the lease for a year on which the same as a release was grounded, and certain other indentures of lease and release, dated respectively the 21st and 22nd days of the same month of November, all the manors and other hereditaments comprised in the said recited indenture of settlement were, in pursuance of a direction in that behalf in that indenture contained, vested in the said William Eaton Mousley jointly with the said Charles Williams, and their heirs, to the uses, upon the trusts, and subject to the powers and provisions in and by the same indenture expressed and contained of and concerning the same :

And whereas the said William Eaton Mousley died on the 5th day of January 1853 :

And whereas there was issue of the sixth Earl of Chesterfield and Anne Countess of Chesterfield two children only, viz., the Honourable George Arthur Philip Stanhope (commonly called Lord

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Stanhope), afterwards Earl of Chesterfield (herein-after called the seventh Earl of Chesterfield), who was born on or about the 29th day of August 1831, and the Honourable Evelyn Georgiana Katharine Stanhope (afterwards and herein-after called Countess of Carnarvon) :

And whereas by an indenture dated the 1st day of March 1854, and made between the sixth Earl of Chesterfield of the first part, the seventh Earl of Chesterfield (then Lord Stanhope) of the second part, the said Charles Williams of the third part, and the late Marquess of Londonderry and late Baron Waterpark of the fourth part (duly enrolled in Chancery), after reciting that the hereditaments comprised in the said recited indenture of settlement were subject to the mortgages specified in the first, second, and third schedules to the indenture now in recital (which mortgages, so far as they affected the hereditaments comprised in the First Schedule hereto, have long since been paid off and satisfied), the sixth Earl of Chesterfield and seventh Earl of Chesterfield (the latter acting with the consent of the former as protector of the said recited indenture of settlement) granted and conveyed to the said Charles Williams and his heirs all the manors, land, and hereditaments comprised in or subject to the trusts of the said recited indenture of settlement, to hold the same, with the appurtenances (subject as to the estates mortgaged with the mortgages thereon), unto the said Charles Williams and his heirs, freed from the estate tail of the said seventh Earl of Chesterfield, and all remainders and reversions thereupon expectant, to such uses, and upon and for such trusts, intents, and purposes, and under and subject to such powers, provisoes, declarations, and agreements as under or by virtue of the said recited indenture of settlement were then subsisting or capable of taking effect (other than and except the ultimate limitation therein contained to the person who should at the time therein mentioned or referred to be entitled to the dignity of the Earldom of Chesterfield, his heirs and assigns for ever), and to the intent to confirm and corroborate such uses, trusts, powers, provisoes, agreements, and declarations (other than and except such ultimate limitation as last aforesaid), but subject nevertheless and without prejudice to the several provisoes therein-after contained, and so as in no way to increase or multiply charges by virtue of the indenture now in recital, save and except under the proviso next herein-after mentioned ; and in default of issue male of the sixth Earl of Chesterfield, and subject and without prejudice as aforesaid, to the use of the seventh Earl of Chesterfield, and the heirs of his body lawfully issuing, with remainder to the use of the sixth Earl

A.D. 1877. of Chesterfield and the heirs of his body lawfully issuing, with remainder to the use of the seventh Earl of Chesterfield, his heirs and assigns for ever; and in the indenture now in recital was contained a declaration that if the Countess of Carnarvon should attain the age of twenty-one years, or marry under that age with the consent of her parents or parent, guardians or guardian, for the time being, then the late Marquess of Londonderry and late Baron Waterpark, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the said term of one thousand years created by the said recited indenture of settlement, should stand possessed of the same term, and of the hereditaments and premises comprised therein or made subject thereto, upon trust to levy and raise, in addition to the said sum or sums of money provided for the portion or portions of the younger child or younger children of the sixth Earl of Chesterfield by his then present wife, the further sum of ten thousand pounds as or by way of an additional portion for the Countess of Carnarvon, as in the indenture now in recital mentioned:

And whereas the late Duke of Rutland died on the 20th day of January 1857:

And whereas by an indenture of settlement dated the 4th day of September 1861, and made between the Countess of Carnarvon of the first part, the Right Honourable Henry Howard Molyneux, Earl of Carnarvon, of the second part, and the Most Noble Charles Cecil John Duke of Rutland (herein-after called the Duke of Rutland), the late Baron Forester, and the Right Honourable Orlando George Charles Earl of Bradford, then Viscount Newport (herein-after called the Earl of Bradford), of the third part, being a settlement made in consideration of a marriage then intended and shortly afterwards solemnized between the Earl of Carnarvon and the Countess of Carnarvon, the Countess of Carnarvon, with the privity of the said Earl of Carnarvon, assigned unto the Duke of Rutland, the late Baron Forester, and the Earl of Bradford, their executors, administrators, and assigns, all those two principal sums of ten thousand pounds and ten thousand pounds respectively to which the Countess of Carnarvon was entitled under the said recited indentures of settlement of the 21st day of October 1830 and the 1st day of March 1854 respectively, to hold the same, and the securities for the same, unto the Duke of Rutland, the late Baron Forester, and the Earl of Bradford, their executors, administrators, and assigns, upon trust, as to the said first-mentioned sum of ten thousand pounds, that they the Duke of Rutland, the late Baron Forester, and the Earl of Bradford, or the survivors or survivor of them, or the executors or

administrators of such survivor, should, within six calendar months after the decease of the sixth Earl of Chesterfield, call in and compel payment of and receive the said sum of ten thousand pounds and all interest to become due in respect thereof, and forthwith pay and transfer the same unto the Earl of Carnarvon, his executors, administrators, or assigns, for his and their own absolute use and benefit; and as to, for, and concerning the said secondly hereinbefore mentioned principal sum of ten thousand pounds, upon trust that they the said Duke of Rutland, the late Baron Forester, and the Earl of Bradford, or the survivors or survivor of them, or the executors and administrators of such survivor, should stand possessed of and interested in the same respectively upon trust, during the joint lives of the said Earl of Carnarvon and the said Countess of Carnarvon, as to the interest and annual income of the said last-mentioned trust moneys and securities, from time to time, as the same should become due and payable, to receive and pay the same to her for her sole and separate use and benefit, independent of her said intended husband; and as to as well such interest or income, as also the capital of such trust moneys and premises, from and after the decease of either of them, the said Earl of Carnarvon and the said Countess of Carnarvon, who should first die, upon the trusts following; that is to say, upon trust for the said Countess of Carnarvon, her executors, administrators, and assigns, absolutely in case she should survive her said intended husband, but if she should die in his lifetime, upon trust for such person or persons, for such interest or interests, intents and purposes, and in such manner in all respects as the said Countess of Carnarvon, notwithstanding her coverture, by her last will or any codicil or codicils thereto, should, at any time or times after the solemnization of the said intended marriage, direct or appoint, with remainder upon trust for such person or persons as, under or by virtue of the statute for the distribution of intestates effects, would at the time of the decease of the said Countess of Carnarvon have been entitled to her personal estate as her next of kin in case she had died intestate, and without leaving a husband surviving her, and if there should be two or more such, they to take in the same manner as they would be entitled to such personal estate under such statute; and it was in the indenture now in recital declared that the receipt or receipts of the acting trustee or trustees for the time being of the same indenture should be a good and effectual release and discharge for all the moneys, funds, or property which should come to their or his hands by virtue of or under the same indenture, or the trusts and powers therein contained or given, or for so much of such moneys, funds, or property respec-

A.D. 1877. tively as in such receipt or receipts should be acknowledged to be received :

And whereas the sixth Earl of Chesterfield died on the 1st day of June 1866 :

And whereas by an indenture dated the 20th day of June 1867, and made between the Duke of Rutland, the late Baron Forester, and the Earl of Bradford of the first part, the Earl of Carnarvon of the second part, the seventh Earl of Chesterfield of the third part, the Reverend Edward Coleridge, the Right Reverend James (Bishop) Chapman, and Edmund Barlow of the fourth part, in consideration of the sum of ten thousand pounds paid to the Earl of Carnarvon by the said Edward Coleridge, James (Bishop) Chapman, and Edmund Barlow out of moneys belonging to them on a joint account, the Duke of Rutland, the late Baron Forester, and the Earl of Bradford, at the request of the seventh Earl of Chesterfield and Earl of Carnarvon, assigned, and the Earl of Carnarvon assigned and confirmed, unto the said Edward Coleridge, James (Bishop) Chapman, and Edmund Barlow, their executors, administrators, and assigns, all that the said principal sum of ten thousand pounds first mentioned in the said recited indenture of the 4th day of September 1861, and thereby assigned in trust for the Earl of Carnarvon, as therein mentioned, and the interest to become due in respect of and the benefit of all securities for the same :

And whereas by an indenture dated the 19th day of May 1871, and made between the seventh Earl of Chesterfield of the one part and the said Edmund Barlow of the other part (duly enrolled in Chancery), the seventh Earl of Chesterfield granted unto the said Edmund Barlow and his heirs all the manors, lands, and hereditaments comprised in or subject to the said recited indentures of settlement and resettlement of the 21st day of October 1830 and the 1st day of March 1854 respectively, or either of them, or in which the seventh Earl of Chesterfield had an estate tail, to hold the same unto the said Edmund Barlow and his heirs, freed from the estate tail of the seventh Earl of Chesterfield therein, and all remainders and reversions thereupon expectant or depending, to such uses, and upon and for such trusts, intents, and purposes, and subject to such powers and provisions, as the seventh Earl of Chesterfield should, by any deed or deeds, with or without power of revocation and new appointment, at any time or times thereafter direct, limit, or appoint of or concerning the same, and subject thereto, to such uses, and upon and for such trusts, intents, and purposes, and under and subject to such powers, provisoes, declarations, and agreements, as, under or by virtue of the said recited indentures of settlement and

resettlement of the 21st day of October 1830 and the 1st day of March 1854 respectively, were then subsisting and capable of taking effect of and concerning the said manors and hereditaments, or any of them, and to the intent to confirm such uses, trusts, intents, and purposes, powers, provisions, declarations, and agreements respectively, but not so as to increase or multiply charges thereunder : A.D. 1877.

And whereas the seventh Earl of Chesterfield (being at the dates of his death and of his will herein-after mentioned entitled in fee simple to the advowson of the Rectory of Gedling) died on the 1st day of December 1871 without having married, and without having exercised the power of appointment limited to him by the said recited indenture of the 19th day of May 1871, but having by his will dated the 6th day of May 1871 (which will was shortly after his death duly proved in the Principal Registry of Her Majesty's Court of Probate by the Honourable Edward Chandos Leigh and the Right Honourable Richard William Penn Earl Howe, therein described as the Honourable Richard William Penn Curzon, the executors therein mentioned) devised and bequeathed, and also by virtue of every power vested in him appointed unto and to the use of the said Edward Chandos Leigh and Earl Howe, their heirs, executors, administrators, and assigns, according to the nature thereof respectively (inter alia), all his manors, advowsons, messuages, lands, and hereditaments in the counties of Derby or Nottingham, or elsewhere, as to his estates in the county of Nottingham by sale or mortgage to raise sufficient money to pay such charges on his real estate as his personal estate should be insufficient to satisfy, and subject thereto, upon trust to pay the annual income thereof to his sister, the Countess of Carnarvon, for life, for her separate use, without impeachment of waste, with remainder in trust to hold or convey the same to the use of the Honourable George Edward Stanhope Molyneux Herbert (commonly and in the said will called Lord Porchester), the son of his said sister, for life, without impeachment of waste, with remainder to the use of his first and every other son successively, according to seniority of age, in tail male, with remainder to the use of each other son of the testator's said sister born in the testator's lifetime, or en ventre sa mère at his decease, for life, without impeachment of waste, with remainder to the use of his first and every other son successively, according to seniority of age, in tail male, with remainder to the use of the first and every other son of the testator's said sister who should be born after the testator's decease, and not be en ventre sa mère at the time of the testator's decease, successively, according to seniority of age, in tail male, with remainder to the use of the person who should at the testator's death

A.D. 1877. be entitled to the Earldom of Chesterfield for life, without impeachment of waste, with remainder to the use of each son of such person born in the testator's lifetime, or en ventre sa mère at the testator's decease, for life, without impeachment of waste, with remainder to the use of his first and every other son successively, according to seniority of age, in tail male, with remainder to the use of the first and every other son of the person who should at the testator's decease be entitled to such Earldom of Chesterfield who should be born after and should not be en ventre sa mère at the time of the testator's decease, successively, according to seniority of age, in tail male, with remainder to the use of any other person who should, after the testator's decease, be entitled to the Earldom of Chesterfield, so long as the rules of law and equity would permit, but so that every such last-mentioned person, if born in the testator's lifetime, should only take for his life, with remainder to his issue in tail male in manner therein-before expressed, and so that every such last-mentioned person, if born after the testator's decease, should take for an estate in tail male in manner aforesaid, with remainder to the use of the testator's own right heirs for ever:

And whereas by an indenture dated the 6th day of February 1874, and made between the Earl of Carnarvon and Countess of Carnarvon of the one part and the said Edward Chandos Leigh of the other part (duly acknowledged by the Countess of Carnarvon, and enrolled in Chancery), the Countess of Carnarvon, with the consent of the Earl of Carnarvon, granted unto the said Edward Chandos Leigh and his heirs all the manors, lands, and hereditaments comprised in the said recited indentures of settlement and resettlement of the 21st day of October 1830 and the 1st day of March 1854 respectively, or either of them, or in which the Countess of Carnarvon had then an estate tail under the said indentures, or either of them, to hold the same unto the said Edward Chandos Leigh and his heirs, freed from the estate tail of the Countess of Carnarvon therein, and all reversions and remainders thereupon expectant or depending, nevertheless, to such uses, and upon and for such intents and purposes, and subject to such powers and provisions, as the Countess of Carnarvon (with the written consent or concurrence of the Earl of Carnarvon during his life) should, by any deed or deeds, with or without power of revocation and new appointment, at any time or times or from time to time thereafter, whether covert or sole, direct, limit, or appoint of or concerning the same or any part or parts thereof; and in default of and subject to such appointment, to such uses, and upon and for such trusts, intents, and purposes, and under and subject to such powers, provisoes, and declarations, and in such manner as

were, under or by virtue of the said recited will of the seventh Earl of Chesterfield, expressed, declared, and contained, and then subsisting and capable of taking effect of and concerning the hereditaments thereby devised or expressed, and intended so to be, and as if the seventh Earl of Chesterfield had at the time of making his said will and his death been seised in fee simple in possession of or had absolute power of disposition by will over the hereditaments by the indenture now in recital assured and limited, and the same had passed or been devised by such will, and to the intent to corroborate and confirm such will, and the uses, trusts, intents, and purposes, powers, provisoes, and declarations therein contained, as and as if affecting such last-mentioned manors, advowsons, and hereditaments, and to give the same effect and operation accordingly (but not so as to increase or multiply charges thereunder) as from the death of the seventh Earl of Chesterfield, and so as to recognise and confirm all that had since been done thereunder with reference to such manors, lands, and hereditaments respectively as free from the power of revocation and new appointment in the indenture now in recital reserved to the Countess of Carnarvon, but otherwise expressly subject to such power in manner aforesaid :

And whereas by an indenture dated the 6th day of August 1874, and made between the Earl of Carnarvon and the Countess of Carnarvon of the first part, the Right Honourable George Philip Earl of Chesterfield (herein-after called the eighth Earl of Chesterfield), and the Right Honourable Marianne Countess of Chesterfield, his wife, of the second part, the said Edward Chandos Leigh and Earl Howe, in the indenture now in recital described as the Honourable Richard William Penn Curzon, of the third part, the Countess of Carnarvon, in exercise of the power contained in the said recited indenture of the 6th day of February 1874, and of every other power enabling her in that behalf, with the consent of the Earl of Carnarvon, irrevocably directed and appointed that all the manors, lands, and hereditaments situated in the county of Nottingham, or elsewhere, whereof the Countess of Carnarvon became tenant in tail as aforesaid under the said recited settlement of the 21st day of October 1830, and the said disentailing assurances of the 1st day of March 1854, the 21st day of June 1867, and the 19th day of May 1871 respectively, or any of them, or which were comprised in and conveyed by the said recited disentailing assurance of the 6th day of February 1874 (except all lands and hereditaments which the Earl of Carnarvon and Countess of Carnarvon had sold or conveyed, or which they or either of them had contracted to sell or convey, to the Great Northern Railway Company, or any other company, or

A.D. 1877. any other person or persons), should thenceforth go, remain, and be (subject nevertheless to the mortgages, charges, and incumbrances affecting the same, including the said jointure rentcharge of four thousand pounds a year and the said two sums of ten thousand pounds each charged or raisable for the portion of the Countess of Carnarvon, and the securities for the same respectively) to the use and intent that all conveyances, leases, or other assurances, and all acts and dealings which had theretofore been executed or done, or which had theretofore taken place, by or on the part of Anne Countess of Chesterfield or the said Edward Chandos Leigh and Earl Howe in the management of the premises thereby appointed, or otherwise with reference thereto, on the footing of the same being allowed to devolve under the will of the seventh Earl of Chesterfield, might stand confirmed and have effect in like manner in all respects as if the seventh Earl of Chesterfield had been at his death seised in fee of the premises thereby appointed, and the same had accordingly passed by his will, and subject as aforesaid, as to all the said manors, lands, and hereditaments in the county of Nottingham, to the use of the said Edward Chandos Leigh and Earl Howe, their executors, administrators, and assigns, for the term of ninety-nine years, if the Countess of Carnarvon should so long live, without impeachment of waste, upon trust for the Countess of Carnarvon for her separate use, independently of any husband, and to permit her to receive for such separate use all the rents and profits of the said premises, and subject to the said term and the trusts thereof, to the use of the Countess of Carnarvon during her life, without impeachment of waste, with remainder to the use and intent that the said Lord Porchester, the eldest son of the Earl and Countess of Carnarvon, might receive the yearly rentcharge of two thousand five hundred pounds, to commence from the day of his attaining the age of twenty-one years, or of the death of the Countess of Carnarvon, which should last happen, and to continue payable during the residue of the life of the said Lord Porchester, or until, by the death of the Earl of Carnarvon, he, the said Lord Porchester, should become entitled to the possession or receipt of the rents and profits of the premises thereby appointed, with remainder to the use of the Earl of Carnarvon for life, without impeachment of waste, with remainder to the use of the said Lord Porchester for life, without impeachment of waste, with remainder to the use of his first and other sons successively in tail male, with remainder to the use of the sons thereafter to be born of the Countess of Carnarvon successively in tail male, with remainder to the use of the eighth Earl of Chesterfield for life, without

impeachment of waste, with remainder to the use of the first and other sons successively of the eighth Earl of Chesterfield in tail male, with remainder to the use of the person who at the time when all the estates for life and all the estates in tail male therein-before limited should have determined or become incapable of taking effect should be or become Earl of Chesterfield, and to the issue of such person in manner therein mentioned, with remainder to the use of the Countess of Carnarvon, her heirs and assigns; and in the indenture now in recital was contained a proviso that it should be lawful for the Countess of Carnarvon at any time, by deed or by will or codicil, and in either case notwithstanding coverture, but without prejudice to the estates and charges having priority to the estate for life herein-before limited to the Countess of Carnarvon, to charge all or any part of the said premises by the indenture now in recital appointed, first, with the payment of any sum or sums not exceeding in the whole the sum of ten thousand pounds, and interest thereon not exceeding four pounds per centum per annum, to be paid to her for her separate use, as in the indenture now in recital mentioned; secondly, with the payment of any sum or sums, not exceeding in the whole the sum of forty thousand pounds, for the portion or portions of the child or children or remoter issue, or any one or more exclusively of the others or other of the children or remoter issue, of the Countess of Carnarvon, other than and except the said Lord Porchester, and other than and except any other son of the Countess of Carnarvon who before attaining the age of twenty-one years should become the eldest or only son, and also by any deed, will, or codicil as aforesaid, but subject and without prejudice as aforesaid, and also subject and without prejudice to the estates in tail male by the indenture now in recital limited to the sons of the said Lord Porchester and to the other sons of the Countess of Carnarvon, and so as only to be raisable after the failure or determination of such estates in tail male, to charge the said premises with the payment of any further sum or sums as therein mentioned; and in the indenture now in recital were contained the following powers of leasing, all exerciseable by every person thereby made tenant for life, as and when she or he should be entitled to the possession or to the receipt of the rents and profits of the premises thereby appointed, or of any part thereof, and in the latter case as regarded only such part, and also for the said trustees or trustee, during the minority of any person who, if of full age, would for the time being be entitled to the possession or to the receipt of the rents and profits of the same premises, or of any part thereof, and in the latter case as regarded only such part,

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A.D. 1877. viz., a general power to appoint by way of lease for any term not exceeding twenty-one years, a power to appoint by way of a building, repairing, or improving lease for any term not exceeding ninety-nine years, a power to appoint by way of mining lease for any term not exceeding sixty years; and it was in the same indenture provided that every appointment by way of lease as aforesaid should take effect in possession, and that there should be thereby reserved the best rents or rent, or the best tolls, royalties, or reservations by the acre, the ton, or otherwise, or both, as the case might be, to be incident to the reversion, that could be reasonably obtained, without taking any fine, and having regard to the value of any surrendered lease, and that there should be contained in every such appointment a condition of re-entry for non-payment or non-delivery, within a reasonable time to be therein specified, of the rent or rents, tolls, royalties, or reservations thereby reserved, and so as the appointee or appointees should execute a counterpart thereof, and should thereby covenant for the due payment or delivery of the said rent or rents, tolls, or royalties; and it was provided also, that in any appointment by way of lease first therein-before authorised the appointee should not be exempted from punishment for waste, and that in any appointment by way of lease secondly therein-before authorised a peppercorn rent instead of the rents ultimately payable might be made payable during all or part of the first five years of any term thereby appointed, and that in any appointment by way of lease thirdly therein-before authorised the reservation of rents, tolls, or royalties, varying according to the acreage worked on the minerals, stone, or substances gotten, should not be taken to be in the nature of a fine, though the effect of such reservation might eventually be a disadvantage to the remainder-man; and the same indenture also contained a proviso that it should be lawful for the Countess of Carnarvon, at any time or from time to time during her life, but during the life of the Earl of Carnarvon only with his consent in writing, by any deed or deeds, revocable or irrevocable, and notwithstanding coverture, to revoke all or any of the uses, trusts, powers, and provisions therein-before limited, except the use therein-before limited to Anne Countess of Chesterfield during her life, and by the same or any other deed or deeds, revocable or irrevocable, notwithstanding coverture, to appoint that the said premises thereby appointed, or any part thereof, should thenceforth, subject and without prejudice to the estate for life of Anne Countess of Chesterfield in such of the premises as were thereby limited to her for life, and to all powers affecting the premises so limited annexed

to] or capable of being exercised during the continuance of such estate for life, go and devolve to such uses, upon such trusts, and subject to such powers and provisions, as should by any such deed or deeds be declared concerning the hereditaments thereby expressed to be appointed : A.D. 1877.

And whereas no conveyances, leases, or other assurances, and no acts and dealings were executed or done or took place by or on the part of Anne Countess of Chesterfield, Edward Chandos Leigh, or Earl Howe, or any of them, in the management of or in reference to the lands and hereditaments comprised in the First Schedule hereto, on the footing of the same hereditaments being allowed to devolve under the said recited will of the seventh Earl of Chesterfield as if he had at the date of his death been seised in fee simple of the same hereditaments, or otherwise had had power to devise the same hereditaments, and the same had accordingly passed by his will :

And whereas the Countess of Carnarvon did not during her lifetime nor by will (except as herein-after mentioned) exercise any of the powers of charging or the power of revocation and new appointment reserved to her by the said indenture of settlement of the 6th day of August 1874 :

And whereas the Countess of Carnarvon, by her will dated the 24th day of December 1874, in exercise of the power given to her for that purpose by the said recited settlement of the 4th day of September 1861, directed and appointed that the trustees or trustee for the time being of a sum of nine thousand seven hundred pounds (which then represented the said sum of ten thousand pounds secondly herein-before mentioned) to pay, transfer, or assign the same unto the Earl of Carnarvon, in trust to pay thereout certain annuities and legacies therein specified, and subject thereto to stand possessed of the said trust fund, together with all the residue of the testatrix's personal estate, upon trust to receive the income thereof for his own use during his life, and subject thereto to divide the capital thereof equally among all the children (other than an eldest or only son), or in such other shares as the said Earl might think best and otherwise direct by writing under his hand, and in exercise of the power given to her for that purpose by the said recited settlement of the 6th day of August 1874 the said testatrix charged the said estates subject to the trusts of the same settlement with the payment of the sum of forty thousand pounds for the portions of her children, other than and except the said Lord Porchester, or any other son of the said testatrix becoming an eldest or only son, and the said testatrix directed that if she should die leaving only one

A.D. 1877. or more daughters besides an eldest or only son, or without leaving any sons who should attain the age of twenty-one years, the said sum of forty thousand pounds should be paid to such daughter, or be equally divided between such daughters, if more than one, and be an interest or interests vested in and be paid to her or them at twenty-one or marriage under that age respectively, with the consent of her or their parent or guardians, but if the said testatrix should die leaving one younger son, who should not become an eldest or only son before attaining twenty-one, and one or more daughters, then the said sum of forty thousand pounds should be divided as in the same will mentioned; and the Countess of Carnarvon appointed the Earl of Carnarvon executor of her will:

And whereas the Countess of Carnarvon died on the 25th day of January 1875 intestate as to real estate, and her said will was on the 7th day of May 1875 duly proved by the Earl of Carnarvon in the Principal Registry of Her Majesty's Court of Probate:

And whereas there was issue of the Earl and Countess of Carnarvon four children only, viz., the said Lord Porchester, who is a bachelor and under the age of twenty-one years, and three daughters, viz., the Honourable Winifred Ann Henrietta Christine Herbert, the Honourable Margaret Leonora Evelyn Selina Herbert, and the Honourable Victoria Alexandrina Mary Cecil Herbert, all of whom are unmarried and under the age of twenty-one years:

And whereas the eighth Earl of Chesterfield had one child and no more, namely, a son, who died on the first day of September 1860, an infant and without having married:

And whereas the late Duke of Rutland and late Baron Forester, the trustees under or by virtue of the said recited indenture of settlement of the 21st day of October 1830 of the said term of five hundred years created or limited for securing the said jointure rentcharge of four thousand pounds to Anne Countess of Chesterfield, died on the 20th day of January 1857 and the 10th day of October 1874 respectively, and the late Baron Forester, the surviving trustee as aforesaid, by his will dated the 24th day of June 1872, and proved in the Shrewsbury District Registry of the Court of Probate on the 21st day of January 1875, devised to the Duke of Rutland and the Earl of Bradford all real and personal estates vested in him as trustee or mortgagee, and appointed the said Duke of Rutland, the said Earl of Bradford, and his wife, Lady Forester, executors of his will:

And whereas the late Marquess of Londonderry and late Baron Waterpark, the trustees under and by virtue of the said recited indentures of settlement of the 21st day of October 1830 and the

1st day of March 1854 respectively of the said term of one thousand years created or limited for the purpose of raising the two sums of ten thousand pounds and ten thousand pounds respectively as portions in manner herein-before mentioned, died on the 25th day of November 1872 and on the 31st day of March 1863 respectively, and the late Marquess of Londonderry, the surviving trustee as aforesaid, by his will dated the 20th day of May 1862, and proved in the Principal Registry of Her Majesty's Court of Probate on the 10th day of January 1873, devised and bequeathed all real and personal estate which should be vested in him upon trust or on mortgage unto his wife Elizabeth Frances Charlotte Marchioness of Londonderry, and appointed her sole executrix of his will :

A.D. 1877.

And whereas the lands and hereditaments comprised in the Second Schedule hereto are part of the glebe lands of the Rectory of Gedling aforesaid, situate in the county of Nottingham and in the diocese of Lincoln :

And whereas the Honourable and Reverend Orlando Watkin Weld Forester is the rector of the parish of Gedling aforesaid :

And whereas by "The Nottingham and Leen District Sewerage Act, 1872," the body of persons constituted and regulated as in the said Act mentioned were incorporated for the purposes of that Act by the name of the Nottingham and Leen District Sewerage Board (herein-after called the Board), with perpetual succession and a common seal, and with power to take and hold and to dispose of (by grant, demise, or otherwise) lands and other property :

And whereas by the same Act, for the purposes of the execution and maintenance of such intercepting and outfall sewerage and other works authorised by the Sewage Utilization Act, 1865, and the Acts extending or amending the same, to be made by a sewer authority as such, as in the opinion of the Board were from time to time necessary or proper for the purpose of intercepting, storing, disinfecting, and distributing the sewage of the Nottingham and Leen District, but not further or otherwise, the Board was constituted the sewer authority for the Nottingham and Leen District, and there were conferred on the Board, in and without and in relation to the Nottingham and Leen District, all the powers which any sewer authority as such had in and without and in relation to their district under the Sewage Utilization Act, 1865, and the Acts extending or amending the same, and the other powers of a sewer authority as such, except the powers of levying rates and of borrowing money under those Acts, and other powers consequent thereon respectively, and subject to that exception, and to the other provisions of the Act now in recital, the Board was by virtue of the

A.D. 1877. — same Act constituted a sewer authority, in like manner in all respects as if the Board were a body designated as a sewer authority by the Sewage Utilization Act, 1865 :

And whereas by a Provisional Order made by the Local Government Board, and duly confirmed by "The Local Government Board's Provisional Orders Confirmation (Bingley, &c.) Act, 1876," (in this Act referred to as the Order of 1876,) further borrowing powers were conferred on the Nottingham and Leen District Sewerage Board for the purposes of "The Nottingham and Leen District Sewerage Act, 1872," and that Act was in certain respects altered and amended :

And whereas by the Nottingham Borough Extension Act, 1877, it was enacted that from and after the commencement of that Act the Nottingham and Leen District Sewerage Board should be dissolved, and there should be transferred, attached to, and vested in the mayor, aldermen, and burgesses of the borough of Nottingham, first, all the powers, rights, duties, and liabilities of the Board (except the power of making calls of money on the several constituent sewer authorities) under the Nottingham and Leen District Sewerage Act, 1872, and the Order of 1876 ; secondly, all the lands, sewerage works, and other property, real and personal, of every description (including things in action) which then belonged to or were vested in or which would but for the Act now in recital have belonged to or been vested in the Board :

And whereas the said mayor, aldermen, and burgesses (hereinafter called the Corporation) are desirous of taking leases of the lands and hereditaments comprised in the First and Second Schedules hereto respectively for the term of sixty years, for the purpose of disposing of part of the sewage of the Nottingham and Leen District by applying it to the said lands for agricultural purposes :

And whereas it is expedient, and would be for the benefit of all persons entitled to or interested in the said lands and hereditaments comprised in the First Schedule hereto, under the limitations contained in the said recited indentures of settlement of the 21st day of October 1830, the 1st day of March 1854, and the 6th day of August 1874 respectively, or any of them, that powers should be given enabling a lease of the said lands comprised in the First Schedule hereto to be granted to the Corporation for the term of sixty years for the purposes aforesaid :

And whereas it is expedient, and would be for the benefit of the rector for the time being of the said parish of Gedling, and of the said Lord Porchester as patron for the time being of the said living or rectory, and of all persons interested in or entitled to the advow-

son of the said rectory, that powers should be given enabling a lease of the said lands and hereditaments comprised in the Second Schedule hereto to be granted to the Corporation for a term of sixty years for the purposes aforesaid, and the Lord Bishop of Lincoln has consented that such power should be conferred accordingly:

And whereas the hereditaments specified in the Second Schedule hereto do not comprise the parsonage house of the said benefice of Gedling, nor the outbuildings, yards, gardens, orchards, or plantations adjoining or appurtenant thereto, nor any part thereof respectively, and there remains also not comprised in the said Second Schedule so much of the glebe land of the said benefice situated most conveniently for actual occupation by the incumbent as, together with the site of the said parsonage house, outbuildings, yards, gardens, orchards, and plantations as aforesaid, amounts to ten acres:

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

Therefore Your Majesty's most dutiful and loyal subjects, the Right Honourable Henry Howard Molyneux Earl of Carnarvon, and the Honourable George Edward Stanhope Molyneux Herbert, commonly called Lord Porchester, by the Earl of Carnarvon, his father and next friend, and the said Orlando Watkin Weld Forester, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

1. This Act may be cited as "The Chesterfield Estate (Nottingham Sewage) Act, 1877." Short title.

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,) Interpretation.

The expression "leasing authority" shall, when used with reference to the hereditaments comprised in the First Schedule hereto, mean the said Earl of Carnarvon during his life, and after his decease the person for the time being entitled to the first estate of freehold in the same hereditaments under the said recited settlement of the 6th day of August 1874, or if such person shall be under the age of twenty-one years, then the said Edward Chandos Leigh and Earl Howe, or other the trustees or trustee for the time being of the same settlement:

A.D. 1877.

The expression "leasing authority" shall, when used with reference to the hereditaments comprised in the Second Schedule hereto, mean the rector for the time being of the said parish of Gedling:

The expression "the reversioner" shall, when used with reference to the hereditaments comprised in the First Schedule hereto, mean the person or persons who shall for the time being be entitled to such hereditaments in reversion expectant upon any lease to be made under or by virtue of this Act, and when the same expression is used with reference to the hereditaments comprised in the Second Schedule hereto shall mean the rector for the time being of the said parish of Gedling.

Power to
lease for 60
years.

3. The said respective leasing authorities may, by deed duly executed, lease to the Corporation for terms of years not exceeding sixty the respective hereditaments, or any part thereof, comprised in the First and Second Schedules hereto, to take effect in possession or within one year from the making thereof respectively.

As to rent
reserved on
leases.

4. On the respective leases of the hereditaments comprised in the First and Second Schedules hereto respectively the best yearly rent that can be obtained shall be reserved, and nothing in the nature of a fine or premium shall be taken on the said leases or either of them.

Covenants
and provi-
sions to be
contained in
leases.

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

A covenant by the lessee for the due payment of the rent thereby reserved:

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):

A covenant by the lessee to keep in good repair and condition the demised premises, and all fixtures and buildings for the time being thereon:

A covenant by the lessee that he will during the term manage and cultivate the demised premises in a good and husband-like manner, and according to some one of the most approved methods for the time being of working a farm as a sewage farm:

A covenant by the lessee that in working the demised premises as a sewage farm, or as part thereof, the lessee will adopt and

use every known means to prevent any nuisance, annoyance, or damage being occasioned thereby to the reversioner, or to any owner or occupier of any adjoining or neighbouring land belonging to the reversioner : A.D. 1877.

A covenant by the lessee not to commit waste, save so far as it may be necessary for or incident to the purpose for which the lease is granted :

A covenant by the lessee to deliver 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, but not including the engines, apparatus, and plant which may have been brought on the premises by the lessee :

A provision that the reversioner, his agents and workmen, may enter upon the demised premises at all reasonable times for the purpose of viewing the condition thereof, and for all other reasonable purposes :

A provision that the reversioner may re-enter for non-payment within twenty-one days of the rent thereby reserved, or for the non-performance of the covenants therein contained on the part of the lessee, but that no breach by the lessee of any covenant (except the covenant for payment of rent) 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.

6. A counterpart of each lease granted under this Act shall be executed by the lessee, and be delivered by the lessee to the leasing authority ; and a memorandum under the hand of the leasing 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. Counterparts of leases to be executed.

7. The leasing authority may, if he think fit, grant to the lessee all or any of the following liberties or easements ; viz., Power to grant liberties or easements.

Liberty to grub up, cut down, or remove all or any of the hedges, fences, palings, and gates, and all or any of the saplings and underwood on the demised premises (not forming part of the boundary of the same), and to remove, fill up, or divert any mounds, pits, ditches, ponds, drains, or watercourses on the demised premises (not forming part of the boundary of the

A.D. 1877.

same), so that the drainage or outfalls of the adjoining lands be not thereby damaged, and to level the surface of the demised lands, and make other ditches, drains, and watercourses :

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.

Reservations
in leases.

8. The leasing authority may, if and as he shall think fit, make in 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 on ; viz.,

Reservations 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 :

Reservations of timber or other trees upon the demised premises, and of any rights, easements, and liberties with respect to the same :

Reservations of game, rabbits, wild fowl, and fish upon or over the demised premises, and of any rights, liberties, or easements with respect to the same :

Any other usual or proper reservations which the leasing authority may think advisable.

Rent and
covenants,
&c. of lessees
to run with
reversion.

9. The rent reserved by each lease made under the powers conferred by this Act, and all covenants, provisions, and conditions contained in each such lease, and having reference to the land leased, and on the lessees part to be observed and performed, and the condition of re-entry and other conditions contained in each such lease, shall be incident to and run with the reversion of the land comprised in the same lease, and may be respectively received, enforced, and taken advantage of by the person from time to time entitled in reversion immediately expectant on the determination of the same lease to the land therein comprised, and the said covenants, provisions, and conditions shall be binding on and may be enforced against every person in whom from time to time the term granted by such lease may be vested.

Covenants of
lessors to
run with
land.

10. Every covenant entered into by any person making any appointment or grant by way of lease under the powers of this Act, and having reference to the land leased, shall run with the land comprised in the term granted by such lease, and shall be enjoyed and taken advantage of, and may be enforced by the person in whom such term shall from time to time be vested, whether by assignment or devolution of law or otherwise, and shall be binding

upon and may be enforced against every person from time to time entitled in reversion expectant on the term granted by such lease to the land comprised in the said lease. A.D. 1877.

11. 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 administrators (other than the persons 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 manors, lands, and hereditaments now or hereafter to become subject to the uses of the said recited settlements of the 21st day of October 1830, the 1st day of March 1854, and the 6th day of August 1874 respectively, or any of them, or any part or parts of such manors, lands, and hereditaments, as they or any of them had before the passing of this Act, or would, could, or might enjoy if this Act were not passed. General saving.

12. The following persons are excepted out of the general saving clause in this Act contained, and they accordingly are the only persons bound by this Act; that is to say, Persons excepted from general saving and bound by Act.

(1.) The Right Honourable Henry Howard Molyneux Earl of Carnarvon :

(2.) The Honourable George Edward Stanhope Molyneux Herbert Lord Porchester, and his sons, and the heirs male of the respective bodies of all such sons, and the heirs and assigns of the said Lord Porchester :

(3.) The Right Honourable George Philip eighth Earl of Chesterfield, and his sons, and the heirs male of the respective bodies of all such sons :

(4.) All and every other persons and person claiming or to claim at law or in equity under or by virtue of the said settlement of the 6th day of August 1874 subsequent to the estates in tail male limited to the first and other sons of the said George Philip eighth Earl of Chesterfield, under or by virtue of the said settlement :

(5.) The Honourable Edward Chandos Leigh and the Right Honourable Richard William Penn Earl Howe, as trustees of the said indenture of settlement of the 6th day of August 1874, and every other person who may hereafter be a trustee of the said settlement, and also as trustees of the will of the Right Honourable George Arthur Philip seventh Earl of Chesterfield, and every other person who may hereafter become a trustee of the said will :

A.D. 1877.
—

- (6.) The Right Honourable Anne Elizabeth Countess of Chesterfield :
- (7.) The Most Honourable Elizabeth Frances Charlotte Marchioness of Londonderry, as devisee, legatee, and executrix under the will of the late Marquess of Londonderry, the surviving trustee of the said term of one thousand years limited by the said settlement of the 21st day of October 1830, and the said settlement of the 1st day of March 1854, for the purpose of raising or securing two sums of ten thousand pounds and ten thousand pounds respectively as portions :
- (8.) The Most Noble Charles Cecil John Duke of Rutland and the Right Honourable Orlando George Charles Earl of Bradford, and Lady Forester, as executors of the will of the Right Honourable John George Weld Baron Forester, and the said Duke of Rutland and Earl of Bradford, as devisees under the same will of the said term of five hundred years limited by the said settlement of the 21st day of October 1830 for the purpose of securing the said jointure rent-charge of four thousand pounds, and also as trustees of the said settlement of the 4th day of September 1861, and all persons beneficially interested in the said sums of ten thousand pounds and ten thousand pounds therein mentioned :
- (9.) The Reverend Edward Coleridge, the Right Reverend John (Bishop) Chapman, and Edmund Barlow, as mortgagees under the said deed of the 20th day of June 1867 :
- (10.) The Honourable Winifred Anne Henrietta Christine Herbert, the Honourable Margaret Leonora Evelyn Selina Herbert, the Honourable Victoria Alexandrina Mary Cecil Herbert :
- (11.) The Honourable and Reverend Orlando Watkin Weld Forester, as rector of the said parish of Gedling, and his successors :
- (12.) The said Lord Porchester, as patron for the time being of the said Rectory of Gedling, and every other person who shall, under the limitations contained in the said will of the said George Arthur Philip seventh Earl of Chesterfield, be entitled from time to time to the right of presentation to the said Rectory of Gedling :
- (13.) The Right Reverend Father in God Christopher Lord Bishop of Lincoln, and his successors.

13. 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
the Queen's
Printers
to be evi-
dence.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

LANDS PART OF THE SETTLED ESTATES OF THE RIGHT HONOURABLE
THE EARL OF CARNARVON.

| Numbers of the said Lands on the Map thereof belonging to the said Board. | Numbers of the said Lands (if any) on the respective Maps thereof belonging to the Owners thereof respectively. | Occupiers. | Description. | Tillage. | Areas. |
|---|---|----------------------|-----------------------|----------|--------------------|
| IN THE PARISH OF GEDLING. | | | | | |
| 21 | 210 | William Keys - - | Carr Close - - | Grass | A. R. P. 3 2 22 |
| 22 | 209 | William Keys - - | Carr Close - - | Grass | 2 2 14 |
| 23 | 211 | Joseph Hemstock - - | Carr Close - - | Grass | 4 0 3 |
| 24 | 212 | John Carnell - - | First Carr Close - - | Grass | 1 1 24 |
| 25 | 208 | John Carnell - - | Middle Carr Close - - | Arable | 1 0 24 |
| 26 | 201 | John Carnell - - | Bottom Carr Close - - | Grass | 2 1 33 |
| 27 | 200 | Mary Ann Baker - - | Carr Close - - | Grass | 6 1 34 |
| 28 | 27 | Mary Ann Baker - - | Stoke Close - - | Arable | 16 3 8 |
| 29 | 26 | William Hemsley - - | Osier Holt - - | — | 0 2 23 |
| 30 | 25 | James Harriman - - | Greenfield Close - - | Arable | 11 2 10 |
| 31 | 28 | James Harriman - - | Brierleys Close - - | Arable | 10 1 2 |
| 32 | 29 | James Harriman - - | Wake Close - - | Arable | 8 2 28 |
| 33 | 30 | James Harriman - - | Ten Acres - - | Arable | 10 13 |
| 34 | 32 | James Harriman - - | Oak Tree Close - - | Arable | 8 2 4 |
| 35 | 31 | James Harriman - - | Cross Gate - - | Arable | 8 0 38 |
| 36 | 33 | John Shelton - - | Gravel Hole - - | Arable | 5 3 14 |
| 37 | 34 | James Harriman - - | Gravel Hole - - | Arable | 8 3 33 |
| 52 | 21 | William Marshall - - | Old Wongs - - | Arable | 13 3 19 |
| 53 | 20 | Edward Slater - - | Bull Piece - - | Arable | 10 2 11 |
| | | | | | 136 0 7 |
| [Private.-10.] | | | | | 25 |

| Numbers of the said Lands on the Map thereof belonging to the said Board. | Numbers of the said Lands (if any) on the respective Maps thereof belonging to the Owners thereof respectively. | Occupiers. | Description. | Tillage. | Areas. |
|---|---|--|------------------------|----------|---------------------|
| | | | Brought forward | - - - | A. R. P. 136 0 7 |
| 54 | 23 | William Marshall | - Dry Piece - | - Arable | 15 1 30 |
| 55 | 22 | William Marshall | - Underwood - | - Arable | 11 0 25 |
| 56 | 24 | William Marshall | - Lammas Close - | - Arable | 5 3 4 |
| 57 | 12 | William Marshall | - Far Twelve Acre - | - Arable | 12 2 34 |
| 58 | 11 | William Marshall | - Twelve Acre - | - Arable | 12 3 16 |
| 59 | 10 | William Marshall | - Big Piece - | - Arable | 9 2 23 |
| 60 | 9 | William Marshall | - Ford Piece - | - Arable | 10 2 18 |
| 61 | 7A | John Shelton | - Nether Field - | - Arable | 4 0 0 |
| 62 | 7 | William Cupitt, William Marshall, and George Hassall (Executors of John Cupitt). | Nether Boat Hill | - Arable | 8 0 6 |
| 63 | 6 | John Shelton | - Nether Field - | - Arable | 3 3 26 |
| 64 | 5 | John Shelton | - Nether Field - | - Arable | 3 1 38 |
| 65 | 4 | John Shelton | - Nether Field - | - Arable | 3 0 20 |
| 66 | 8 | Philip Francis Pogson | - Far Nether Field - | - Arable | 7 0 10 |
| 67 | 3 | Philip Francis Pogson | - First Nether Field - | - Arable | 11 2 25 |
| 68 | 2 | William Cupitt, William Marshall, and George Hassall (Executors of John Cupitt). | Nether Field | - Arable | 10 2 10 |
| 69 | 13 | William Cupitt, William Marshall, and George Hassall (Executors of John Cupitt). | Nether Field | - Arable | 7 0 36 |
| 70 | 14 | William Cupitt, William Marshall, and George Hassall (Executors of John Cupitt). | Nether Field | - Arable | 5 3 13 |
| 71 | 16 | William Cupitt, William Marshall, and George Hassall (Executors of John Cupitt). | Nether Field | - Arable | 6 1 15 |
| | | | | | 285 1 36 |

| Numbers of the said Lands on the Map thereof belonging to the said Board. | Numbers of the said Lands (if any) on the respective Maps thereof belonging to the Owners thereof respectively. | Occupiers. | Description. | Tillage. | Areas. | | |
|---|---|--|---|------------|--------|----|----|
| | | | | | A. | R. | P. |
| | | | Brought forward | - - - | 285 | 1 | 36 |
| 72 | 16A | William Cupitt, William Marshall, and George Hassall (Executors of John Cupitt). | Nether Field | - - Arable | 6 | 1 | 30 |
| 73 | 18 | Isaac Mosley - - | Nether Field | - - Arable | 6 | 2 | 10 |
| 74 | 19 | Edward Slater - - | Bull Piece | - - Arable | 4 | 1 | 5 |
| 75 | 17 | Isaac Mosley - - | Nether Field | - - Arable | 5 | 1 | 30 |
| 76 | 15 | Isaac Mosley - - | Nether Field | - - Arable | 6 | 2 | 15 |
| 77 | 1 | Isaac Mosley - - | Nether Field | - - Arable | 5 | 1 | 17 |
| IN THE PARISH OF BURTON JOYCE. | | | | | | | |
| 78 | 14 | Isaac Mosley - - | Far Mill Field | - - Arable | 4 | 2 | 20 |
| 79 | 14A | Isaac Mosley - - | Far Mill Field and part of river foreshore. | Grass | 2 | 0 | 8 |
| 80 | 13 | Isaac Mosley - - | Eleventh Mill Field | - Arable | 4 | 2 | 10 |
| 81 | 12 | Isaac Mosley - - | Tenth Mill Field | - Arable | 3 | 1 | 15 |
| 82 | 11 | Mary Tomlinson and Deborah Tomlinson. | Mill Field | - - Arable | 5 | 2 | 14 |
| 83 | 10 | Mary Tomlinson and Deborah Tomlinson. | Mill Field | - - Grass | 4 | 2 | 38 |
| 84 | 15 | Isaac Mosley - - | Seventh Mill Field | - Arable | 7 | 2 | 0 |
| TOTAL A | | | | | 352 | 2 | 8 |

SECOND SCHEDULE.

LANDS BELONGING TO THE REV. ORLANDO WATKIN WELD FORESTER AS
RECTOR OF GEDLING.

| Numbers of the said Lands on the Map thereof belonging to the said Board. | Numbers of the said Lands (if any) on the respective Maps thereof belonging to the Owners thereof respectively. | Occupiers. | Description. | Tillage. | Areas. | | |
|---|---|-------------------|-------------------------------------|----------|--------|----|----|
| | | | | | A. | R. | P. |
| 1 | — | John Cripwell - - | Cowmoor Field - - | Arable | 12 | 3 | 14 |
| 2 | — | John Cripwell - - | Cowmoor Field - - | Arable | 10 | 3 | 24 |
| 3 | — | John Cripwell - - | Cowmoor Field - - | Arable | 7 | 3 | 18 |
| 4 | — | John Cripwell - - | Cowmoor Field - - | Arable | 12 | 1 | 32 |
| 5 | — | John Cripwell - - | Cowmoor Field - - | Grass | 8 | 2 | 35 |
| 6 | — | John Cripwell - - | House, stackyard, pad- dock, &c. | — | 3 | 2 | 25 |
| 7 | — | John Cripwell - - | Cowmoor Field - - | Arable | 11 | 2 | 6 |
| 8 | — | John Cripwell - - | Cowmoor Field - - | Arable | 13 | 0 | 0 |
| 9 | — | John Cripwell - - | Cowmoor Field - - | Arable | 12 | 0 | 0 |
| 10 | — | John Cripwell - - | Cowmoor Field - - | Arable | 10 | 1 | 24 |
| 11 | — | John Cripwell - - | Top Barn Close - - | Arable | 10 | 0 | 10 |
| 12 | — | John Cripwell - - | Bottom Barn Close - - | Grass | 9 | 1 | 4 |
| 13 | — | John Cripwell - - | Cowmoor Field - - | Arable | 7 | 3 | 2 |
| 14 | — | John Cripwell - - | Cowmoor Field - - | Grass | 10 | 3 | 6 |
| | | | | TOTAL A | 141 | 1 | 0 |