



CHAPTER 7.

An Act for confirming and extending certain powers contained in the Resettlement, dated the twenty-fourth day of July one thousand eight hundred and seventy-four, of the Earl of Winchilsea's Estates, and for other purposes in relation thereto. A.D. 1877.

[6th August 1877.]

WHEREAS immediately before the execution of the first herein-after recited indenture of the twenty-fourth day of July one thousand eight hundred and seventy-four (being a disentailing assurance, and herein-after in this Act generally referred to as "the said disentailing assurance," the secondly herein-after recited indenture of the same date, by which the estates comprised in the said disentailing assurance were resettled as herein-after appearing, being herein-after in this Act generally referred to as "the said indenture of resettlement"), under and by virtue of an indenture of settlement dated the eighth day of May one thousand eight hundred and forty-three, and expressed to be made between the Right Honourable George William Earl of Winchilsea and Nottingham (since deceased, and in this Act called "the late Earl of Winchilsea") of the first part, the Right Honourable George James Earl of Winchilsea and Nottingham (in this Act called "the now Earl of Winchilsea," and then George James Finch Hatton, commonly called Viscount Maidstone) of the second part, and the Honourable Daniel Finch and John Pemberton Plumptre of the third part, and another indenture of settlement dated the fifth day of August one thousand eight hundred and forty-six, and expressed to be made between the late Earl of Winchilsea of the first part, the now Earl of Winchilsea (then Viscount Maidstone) of the second part, the Right Honourable Constance Henrietta Countess of Winchilsea and Nottingham (in this Act called "the now Countess of Winchilsea," and then Constance Henrietta Paget, spinster, commonly called Lady Constance Henrietta Paget) of

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Clarence Edward Paget, their executors, administrators, and assigns, for the term of ninety-nine years from the sixth day of August one thousand eight hundred and forty-six (being the day when the marriage of the now Earl and Countess of Winchilsea was solemnized), upon the trusts declared by the second of the said two indentures of settlement now in recital (being trusts, in the events which had happened, for raising and payment to the now Countess of Winchilsea, during the joint lives of herself and the now Earl of Winchilsea, of the annual sum of four hundred pounds for her separate use, without power of anticipation and by way of pin-money, and which trusts are wrongly recited in "Earl of Winchilsea's Estate Act, 1865," as having been then determined), and from and after the expiration or sooner determination of the said term of ninety-nine years and in the meantime subject thereto and to the trusts thereof; and also subject to a jointure rentcharge of two thousand pounds by the same last-mentioned indenture of settlement limited in use to the now Countess of Winchilsea and her assigns during her life, in case she should survive the said George James Earl of Winchilsea, and commencing from his decease, and to the powers and remedies by the same indenture of settlement given to the now Countess of Winchilsea and her assigns for securing payment of the same rentcharge; and also subject to a term of two hundred years by the same indenture of settlement limited in use to the said Lord Alfred Henry Paget and Daniel Heneage Finch Hatton, their executors, administrators, and assigns, upon trusts for securing payment of the same rentcharge, and also of certain other rentcharges limited by the same indenture of settlement which had before the execution of the said disentailing assurance determined or become incapable of taking effect, to the use of the said Duke of Richmond and Christopher Turnor, their executors, administrators, and assigns, for the term of one hundred years, commencing from the decease of the late Earl of Winchilsea, without impeachment of waste, if the now Earl of Winchilsea shall so long live, upon the trusts by the same indenture of settlement declared and herein-after mentioned (which trusts have since, as herein-after appearing, been modified by Act of Parliament); and from and after the determination of and subject and without prejudice to the uses and estates herein-before mentioned, to the use of the said Robert Viscount Jocelyn and Lord George Augustus Frederick Paget, their executors, administrators, and assigns, for the term of three thousand years, upon the trusts by the said last-mentioned indenture of settlement declared (being trusts for raising portions for the younger children of the now Earl of Winchilsea by

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the child or children and issue of the said Earl by every or any such wife, and all and every or any one or more of them (in exclusion of the other or others of them), by purchasing or providing and continuing for them, or any of them, a proper establishment and all necessaries and comforts that might be required, or otherwise for their, his, or her benefit and advantage, in such manner as the said Duke of Richmond and Christopher Turnor, or the survivor of them, or the executors or administrators of such survivor, should, of their or his absolute and uncontrolled discretion, think fit, with full power for the said trustees or trustee for the time being of the said term of one hundred years, determinable as aforesaid, to exclude from such benefits such one or more of them, the now Earl of Winchilsea, his then intended or future wife, and his child or children and issue, as they or he should think fit; and in the first of the said two indentures of settlement now in recital were contained (among other powers and provisions) powers of jointuring to an amount not exceeding the annual sum of two thousand pounds, and of charging for portions of younger children to a total amount not exceeding the sum of twenty thousand pounds, which powers were thereby made exerciseable by the now Earl of Winchilsea at any time when he should, under the limitations therein contained, be in the actual possession or receipt of the rents and profits of the manors and hereditaments thereby settled, and also powers of leasing made exerciseable after the decease of the late Earl of Winchilsea by the now Earl of Winchilsea at any time during his life, and also powers of enfranchisement, sale, exchange, and partition, with all usual ancillary powers and provisions which were thereby made exerciseable by the said Daniel Finch and John Pemberton Plumtre, and the survivor of them, and the executors or administrators of such survivor, after the decease of the late Earl of Winchilsea, at the request and by the direction of the now Earl of Winchilsea during his life; and in the second of the said indentures of settlement now in recital were contained declarations that nothing therein contained should prejudice or affect the powers of jointuring and charging for portions reserved to the now Earl of Winchilsea by the first of the said indentures of settlement, and that after the decease of the now Countess of Winchilsea the uses and estates limited by the second of the said indentures of settlement now in recital might be overreached by the exercise of the same powers of jointuring or charging for portions in the same manner as if the said uses and trusts had been limited by the first of the same indentures of settlement, but subject, as to the exercise of the said power of charging for portions, to the said term of three thousand years thereby created and the

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And whereas the only charges which at the date of the said disentailing assurance affected the said settled estates or parts thereof, other than the charges for pin-money, jointure, and portions so created by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six as aforesaid, and also other than the moneys raised, as herein-after is mentioned, under the trusts of the said determinable term of one hundred years created by the same last-mentioned indenture, were as follows; (that is to say,) first, a mortgage debt or sum of twenty-seven thousand pounds, bearing interest at the rate of five pounds per centum per annum, and charged on certain manors and other hereditaments in the county of Kent (being part of the said settled estates) by an indenture dated the sixth day of May one thousand eight hundred and forty-three, and expressed to be made between the late Earl of Winchilsea and the now Earl of Winchilsea (then Viscount Maidstone) of the one part, and Henry John Shepherd of the other part, whereby the said premises were appointed and demised to the said Henry John Shepherd, his executors, administrators, and assigns, for the term of three thousand years, by way of mortgage for securing the principal sum of twenty-eight thousand pounds and interest (but on which said mortgage security the principal sum of twenty-seven thousand pounds only was in fact advanced, as appears by a memorandum indorsed on the same last-mentioned indenture); secondly, a jointure rentcharge of two thousand pounds per annum payable to the Right Honourable Fanny Margareta Countess Dowager of Winchilsea and Nottingham (therein referred to by her title of Countess of Winchilsea only, and in this Act called "the Countess Dowager of Winchilsea") during her life, charged on certain messuages, lands, and hereditaments in the county of Northampton, also forming part of the said settled estates, by an indenture of settlement dated the sixteenth day of October one thousand eight hundred and forty-nine, and expressed to be made between the late Earl of Winchilsea of the first part, the Countess Dowager of Winchilsea (then Fanny Margareta Rice, spinster) of the second part, Edward Knight and the Reverend John Morland Rice of the third part, and Edward Bridges Rice, the said Daniel Heneage Finch Hatton, and the Reverend Alfred Charnley Lawrence of the fourth part (being a settlement made by the late Earl of Winchilsea on his marriage with his third wife, the Countess Dowager of Win-

chilsea, and in exercise of certain powers of jointuring and charging portions then vested in him, as therein appearing), which said jointure rentcharge was further secured by a term of one hundred years by the same indenture of settlement limited to trustees upon usual trusts for securing payment thereof; thirdly, a sum of fifteen thousand pounds, charged on the same premises in the county of Northampton, by the last-mentioned indenture of settlement for the portions of the younger children of the late Earl of Winchilsea by his said third wife, and bearing interest at the rate of five pounds per centum per annum, and raisable under the trusts of a term of two thousand years created by the same last-mentioned indenture of settlement; and fourthly, a yearly sum of five hundred and sixteen pounds and eightpence, charged in favour of the Lands Improvement Company for money expended in draining or otherwise improving part of the said settled estates, and consisting of several rentcharges of that total amount charged by certain orders of the Inclosure Commissioners on the parts of the said settled estates specified in the said orders for terms expiring at different periods, from the year one thousand eight hundred and eighty-four to the year one thousand eight hundred and eighty-nine, both inclusive (being, together with certain other similar rentcharges since created in favour of the same company, the drainage rentcharges specified in the fourth part of the First Schedule to this Act), which said yearly sum of five hundred and sixteen pounds and eightpence was in the said disentailing assurance and indenture of resettlement referred to as being one drainage rentcharge of five hundred and sixteen pounds : A.D. 1877.

And whereas the late Earl of Winchilsea duly made and executed his will, dated the 17th day of May 1856, and thereby bequeathed all that policy of assurance for three thousand pounds effected on the life of his son, the now Earl of Winchilsea (therein called Viscount Maidstone), in the Law Life Assurance Office, and all that other policy of assurance for a like sum of three thousand pounds, also effected on the life of his said son, the now Earl of Winchilsea, in the Economic Assurance Office, and all the moneys thereby assured, and all the accumulations thereon, by way of bonus or otherwise, and the full benefit of the said policies respectively, unto the said Daniel Finch and John Pemberton Plumptre, their executors, administrators, and assigns, upon trust that they the said Daniel Finch and John Pemberton Plumptre, or the survivor of them, his executors, administrators, or assigns, should, as soon as the moneys to become payable by virtue of the same policies should have been received by them or him, pay and apply the same in or Will, dated
17th May
1856, of the
late Earl of
Winchilsea.

A.D. 1877. — towards the discharge of the sum of twenty-seven thousand pounds secured to the said Henry John Shepherd, as therein and herein-before mentioned, upon mortgage of the testator's settled estates in the county of Kent, or so much thereof as should for the time being remain due thereon, with the interest for the same, in exoneration pro tanto of such settled estates from the said mortgage debt, and, subject thereto, the said testator directed that the moneys to become payable by virtue of the same policies of assurance respectively, or so much thereof as should not be required and applied for the purpose aforesaid, should fall into or become part of his residuary personal estate, and go and be applied accordingly; and after disposing, as therein appearing, of certain personal estate, and of all his real estate in the county of Lincoln, the said testator gave and devised all the manors, messuages, farms, lands, and hereditaments whatsoever (whether of freehold or of copyhold or customary tenure) in the counties of Kent, Northampton, and Leicester respectively, and elsewhere, not therein-before by him devised of or to which he or any person or persons in trust for him should be seised or entitled at the time of his decease, as well in possession as in reversion, remainder, expectancy, or otherwise, or over which he should have any disposing power at the time of his decease, with their and every of their rights, members, and appurtenances (except estates which at his decease should be vested in him as trustee or mortgagee), unto the said Daniel Finch and John Pemberton Plumtre and their heirs; as to all such of the same manors, messuages, farms, lands, and hereditaments as were situate at Owston or elsewhere in the said county of Leicester, to the use of the said Daniel Finch and John Pemberton Plumtre, their executors, administrators, and assigns, for the term of two hundred years, to commence from the day of his (the testator's) decease, without impeachment of waste, upon the trusts therein-after declared concerning the same; and as to the said hereditaments so comprised in that term, subject thereto and to the trusts thereof, and also as to all other the manors, messuages, farms, lands, and hereditaments comprised in the devise to the said Daniel Finch and John Pemberton Plumtre lastly therein-before contained, from and after his (the testator's) decease, to the uses, upon the trusts, and with, under, and subject to the powers, provisoes, limitations, declarations, and agreements limited, expressed, and declared in and by the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six of and concerning the real estates therein respectively comprised and thereby respectively settled, or

such and so many of the same uses, trusts, provisoes, declarations, and agreements as should or might be subsisting or capable of taking effect at the time of his (the testator's) decease, but so as not to increase or multiply charges; and as to the said term of two hundred years so by him created as aforesaid, the said testator thereby declared that the same was limited to the trustees thereof upon the trusts therein declared for the keeping up, out of the rents of the premises comprised therein, the said two policies of assurance of three thousand pounds each on the life of the now Earl of Winchilsea, and, subject thereto, for permitting such rents to be received by the person or persons for the time being entitled to the same premises in reversion expectant on the determination of the same term, with a proviso for cesser of the said term upon the trusts thereof being fully performed or becoming unnecessary; and the said testator thereby gave and bequeathed unto the said Daniel Finch and John Pemberton Plumptre, their executors, administrators, and assigns, all his plate (other than and except such parts thereof as were therein-before specifically bequeathed), and all his books, prints, and pictures, and (except those at his mansion-house at Haverholme Priory also therein-before by him bequeathed) which should or might belong to him at the time of his decease, in trust to permit the same to go along with and to be held and enjoyed by the person or persons from time to time entitled in possession under or by virtue of the limitations contained in the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six respectively to the settled estates in the same indentures respectively comprised, to the intent that the same might go as heirlooms with his said mansion-house at Eastwell Park, so far as the rules of law and equity would permit, so nevertheless that the same should not vest absolutely in any person entitled under any such limitations as tenant in tail male by purchase unless he should attain the age of twenty-one years, or dying under that age should leave issue male him surviving; and the said testator authorised the trustees or trustee for the time being of his said will to cause an inventory to be made and taken of the said plate, books, prints, and pictures, and to require the same to be signed by the person for the time being entitled to the possession thereof under the trusts aforesaid before the delivery thereof to him, and also from time to time to examine the state and condition of the said articles respectively:

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And whereas the said testator duly made and executed a codicil, dated the thirteenth day of November one thousand eight hundred

Codicil dated
13th Nov.
1857.

A.D. 1877. and fifty-seven, to his said will, and thereby, after reciting the bequest made by his said will of the said two policies of three thousand pounds on the life of his son, the now Earl of Winchilsea, in trust as aforesaid, and that his said son had lately assigned to him (the testator) a certain other policy of assurance effected on his (the son's) life in the said Economic Assurance Society for one thousand five hundred pounds, and a certain other policy of assurance effected on his said life in the Minerva Life Assurance Company for four thousand four hundred pounds, with all accumulations by way of bonus on the said policies respectively, the said testator thereby bequeathed the said two last-mentioned policies so assigned to him as aforesaid, and all other policies on the life of his said son to which he, the said testator, was or might become entitled at law or in equity, unto the said Daniel Finch and John Pemberton Plumtre, their executors, administrators, and assigns, upon such and the like trusts, and for such and the same intents and purposes, as were mentioned, expressed, and declared in and by his said will of and concerning the said two first-mentioned policies for three thousand pounds each in the said Law and Economic Offices thereby bequeathed; and the said testator thereby revoked the bequest made by his said will of his residuary personal estate unto the now Earl of Winchilsea, and bequeathed all his residuary personal estate unto his wife, the Countess Dowager of Winchilsea, absolutely, and confirmed his said will in every particular in which the same was not thereby altered:

And whereas the late Earl of Winchilsea died on the eighth day of January one thousand eight hundred and fifty-eight, without having revoked his said will and codicil, except so far as the said will was modified by the said codicil, and the said will and codicil were on the twentieth day of March one thousand eight hundred and fifty-eight proved by the executors therein named in the Principal Registry of Her Majesty's Court of Probate:

And whereas it appears from a recital in that behalf in the said indenture of resettlement that at the date thereof the real estate comprised in the herein-before recited devise contained in the said will of the late Earl of Winchilsea was believed to have consisted wholly or principally of freehold hereditaments situated in the county of Leicester, and not to include any hereditaments of copyhold or customary tenure:

And whereas under the circumstances aforesaid the manors and other hereditaments so devised by the said will of the late Earl of Winchilsea as aforesaid, or then subject to the limitations thereof (which said premises are in the said indenture of resettlement and herein-after occasionally collectively referred to as "the said

devised estates"), stood limited immediately before the execution of the said disentailing assurance (subject as to such parts thereof as were comprised therein or affected thereby respectively to the said term of two hundred years so limited in use as aforesaid, and the trusts thereof, and also to certain other charges then subsisting in parts of the same estates as herein-after mentioned, but which latter charges were not noticed in the said disentailing assurance and indenture of resettlement respectively, the existence thereof having been then overlooked) to the same uses, upon the same trusts, and with and subject to the same powers, provisoes, declarations, and agreements to, upon, with, and subject to which the said settled estates (other than the advowsons) then stood limited as herein-before is mentioned, save and except that the devised estates were not comprised in or affected by the herein-after recited "Earl of Winchilsea's Estate Act, 1865 :"

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And whereas it was conceived, as appears by the recital in that behalf contained in the said indenture of resettlement, that the trusts declared by the will of the late Earl of Winchilsea of the said term of two hundred years thereby limited were by virtue of the said codicil extended and made applicable to the keeping on foot of the said policies of assurance so bequeathed in trust by the said codicil as aforesaid, and the several policies of assurance mentioned in and bequeathed by the said will and codicil (which policies were, as it was believed, the only policies of assurance on the life of the now Earl of Winchilsea belonging to the late Earl of Winchilsea at his decease) had accordingly been kept on foot up to the date of the said indenture of resettlement out of the rents of the said devised estates, and the moneys to become payable thereunder would on the death of the now Earl of Winchilsea be applicable in or towards satisfaction of the said mortgage debt of twenty-seven thousand pounds :

And whereas by an Act passed in the session of Parliament held in the twenty-eighth and twenty-ninth years of the reign of Her Majesty, the short title of which is "Earl of Winchilsea's Estate Act, 1865," the now Earl of Winchilsea (in the Act now in recital called "the now Earl") was (by the second section thereof) empowered, with the consent of the said Duke of Richmond (therein called Charles Duke of Richmond) and the said Christopher Turnor, their executors or administrators, or other the trustees or trustee from time to time of the said term of one hundred years limited by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six (which term is in the Act now in recital called "the determinable term," and which said trustees and trustee are therein called

"Earl of Winchilsea's Estate Act, 1865."

A.D. 1877. "the trustees"), testified by deed, to raise for the purposes of the Act now in recital, on the security, during the life of the now Earl of Winchilsea, of all or any part of the settled estates comprised in the determinable term, and, if and so far as was found requisite, with the collateral security of any assurance on the life of the now Earl of Winchilsea, on the joint lives of the now Earl of Winchilsea and any other person, any sums not exceeding in the whole fifty thousand pounds, besides the expenses of raising and securing the same, and in order to secure the repayment of the principal sum so raised, with interest at such rate as the now Earl of Winchilsea, with the like consent, should think fit thereon, and the moneys from time to time payable for effecting and keeping on foot the assurances, the now Earl of Winchilsea, with the like consent, was empowered to mortgage for his life the settled estates, or any part thereof, in manner therein mentioned; and by the fourth, fifth, and sixth sections of the Act now in recital powers were given to the now Earl of Winchilsea, with the consent in writing of the trustees, to pay off moneys secured by any mortgage under that Act, or any part thereof, and to re-borrow and mortgage for the purpose, and to concur in transfers of and other dealings with any mortgage under that Act in manner therein mentioned, and provision was made for payment of the principal moneys raised under that Act into a bank to the joint account of the now Earl of Winchilsea and the trustees, and for the drawing out thereof as therein mentioned; and it was by the seventh section of the Act now in recital enacted that the trustees, with the consent of the now Earl of Winchilsea, might purchase out of the moneys raised under that Act, at a valuation approved by the trustees, all such parts as the trustees thought fit of the now Earl of Winchilsea's household furniture, including plate, china, glass, pictures, prints, books, ornaments, and other household effects whatsoever, in and about the now Earl of Winchilsea's mansion at Eastwell Park; and it was by the eighth section of the Act now in recital enacted that the furniture so purchased should be assigned to and vested in the trustees, and should be settled by them upon such trusts and subject to such powers and provisions as they thought proper for securing that the same, so long as the rules of law and equity permitted, should be held and enjoyed as heirlooms at the mansion-house of Eastwell Park by the now Earl of Winchilsea and his issue successively entitled thereto under the limitations of the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six (in the said Act referred to as "the marriage settlement"), and subject thereto, upon trust for the now Earl of

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Winchilsea, and should be duly maintained and preserved accordingly; and after making provision by the ninth section of the Act now in recital for the application of the principal moneys raised under that Act to the purposes therein mentioned, being in substance the payment of certain debts of the now Earl of Winchilsea, and the purchase of the aforesaid furniture at Eastwell Park, it was by the tenth section of that Act now in recital enacted, that from and after the passing of that Act the trustees might and should make such provision as they from time to time thought proper for the due application, during the life of the now Earl of Winchilsea, of a sufficient part of the rents and profits of the settled estates for the following purposes; (that was to say,) first, for the payment from time to time, when and as the same fell due, of such of the yearly sums and the interest on such of the other charges and incumbrances respectively specified in the Second Schedule to that Act annexed (being the charges herein-before mentioned as now affecting the settled estates) as were from time to time subsisting; and subject thereto, secondly, for the payment of the expenses of and incident to the execution of that Act by the trustees and the now Earl of Winchilsea; and subject thereto, thirdly, for the payment from time to time, when and as the same became due, of the interest on the principal sums raised by the now Earl of Winchilsea, with the consent of the trustees under that Act, and of the sums requisite for effecting and keeping on foot the assurances constituting the collateral securities for the repayment of the principal sums so raised; and subject thereto, fourthly, in providing for the proper maintenance and repair of the settled estates during the life of the now Earl of Winchilsea; and subject thereto, fifthly, in insuring and keeping insured against fire to the full insurable value thereof the mansion at Eastwell Park, and all the heirlooms from time to time thereat; and it was by the eleventh section of the Act now in recital enacted, that, subject to the provisions of that Act, the rents and profits of the settled estates from time to time after the passing of that Act falling due during the life of the now Earl of Winchilsea should be applied and disposed of by the trustees for the maintenance, support, subsistence, advantage, and benefit of all and every or any one or more exclusively of the now Earl of Winchilsea, and his then present or any future wife, and his children and issue by every or any wife, by purchasing or providing and continuing for them, or any of them, a proper establishment, and all requisite necessaries and comforts, or otherwise for their, his, or her benefit and advantage, in such manner as the trustees, of their own absolute and uncontrolled discretion, from time to

A.D. 1877. time thought fit, with full power for the trustees, from time to time, to exclude from those benefits such one or more of the now Earl of Winchilsea and his present or any future wife, and his children and issue, as the trustees thought fit; and it was by the fifteenth section of the Act now in recital enacted, that the raising of any sum of money by the now Earl of Winchilsea under that Act on the security of any part of the settled estates should, within the meaning of the trusts of the determinable term, but subject and without prejudice to the provisions of all the preceding sections of that Act affecting that term and the trusts thereof, be a disposition of the rents and profits of the settled estates :

And whereas the said Duke of Richmond and Christopher Turnor, in pursuance of the provisions of the herein-before recited Act, purchased from the now Earl of Winchilsea, for the sum of four thousand one hundred and two pounds three shillings and fourpence (which was paid out of the principal sum of fifty thousand pounds so raised as herein-after is mentioned), the furniture and other chattels in or about the said mansion at Eastwell Park which were expressed to be assigned by the next herein-after recited indenture; and by an indenture dated the fifth day of November one thousand eight hundred and sixty-six, and expressed to be made between the now Earl of Winchilsea of the one part, and the said Duke of Richmond and Christopher Turnor of the other part, the household furniture, plate, china, glass, pictures, prints, books, ornaments, and other household effects specified in the Second Schedule to the indenture now in recital were assigned by the now Earl of Winchilsea unto the said Duke of Richmond and Christopher Turnor, their executors, administrators, and assigns, upon trust to allow the same household furniture, plate, china, glass, pictures, prints, books, ornaments, and other household effects, so long as the rules of law and equity would permit, to go, devolve, and remain as heirlooms, together with the said mansion-house at Eastwell Park, and be held and enjoyed by the now Earl of Winchilsea and his issue successively entitled thereto under the limitations of the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six, and subject thereto, upon trust for the now Earl of Winchilsea, his executors, administrators, and assigns, but so nevertheless that the same should not vest absolutely in any person by the same indenture of settlement made tenant in tail male or in tail by purchase, unless such person should attain the age of twenty-one years; but on the death of such tenant in tail male or in tail by purchase under the age of twenty-one years, the same should go, devolve, and remain in the same

manner as if they had been freehold of inheritance, and had been settled by the said indenture of settlement in the same manner as the said mansion at Eastwell Park was thereby settled, except that in case of the said ultimate trust taking effect the same personal chattels should, as personal estate, be subject to such ultimate trust as therein-before expressed and declared :

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And whereas the now Earl of Winchilsea, under the power in that behalf given him by the herein-before recited Act, and with the consent of the said Duke of Richmond and Christopher Turnor, in or about the month of December one thousand eight hundred and sixty-five raised the sum of fifty thousand pounds by a mortgage to the North British Mercantile Insurance Company of all the said settled estates (except the advowsons) for the life of him the now Earl of Winchilsea, and also of two policies of assurance on his life effected with the same insurance company, the one dated the eleventh day of October one thousand eight hundred and sixty-five, numbered $\frac{N}{21,566}$, in the sum of seven thousand pounds, and under the annual premium of three hundred and thirty-three pounds nineteen shillings and twopence, and the other dated the twenty-second day of December one thousand eight hundred and sixty-five, numbered $\frac{N}{21,635}$, in the sum of forty-eight thousand pounds, and under the annual premium of two thousand two hundred and ninety pounds, and also in or about the month of March one thousand eight hundred and sixty-seven raised the sum of six hundred and eighty-four pounds, being the amount of the expenses of raising and securing the first-mentioned sum, by way of a further charge in favour of the same insurance company on the premises comprised in the aforesaid mortgage, which said mortgage and further charge were respectively effected by two indentures dated respectively the twenty-second day of December one thousand eight hundred and sixty-five and the ninth day of March one thousand eight hundred and sixty-seven, and each expressed to be made between the now Earl of Winchilsea of the first part, the said Duke of Richmond and Christopher Turnor of the second part, the North British Mercantile Insurance Company of the third part, and John White Cater, Charles Morrison, and George Gordon Nicol, of the fourth part, and which said principal sums of fifty thousand pounds and six hundred and eighty-four pounds respectively bore interest at the rate of six pounds per centum per annum (reducible to five pounds per centum on punctual payment), and together with interest for the same

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And whereas the now Earl of Winchilsea on or about the eighth day of October one thousand eight hundred and seventy was adjudicated a bankrupt by the Court of Bankruptcy in London :

And whereas the said Viscount Maidstone attained the age of twenty-one years on the twenty-sixth day of December one thousand eight hundred and seventy-three :

Order of
Court dated
22nd July
1874.

And whereas by an order of the Court of Chancery made on the twenty-second day of July one thousand eight hundred and seventy-four by His Honour the Vice-Chancellor Sir Richard Malins in the matter of the Winchilsea Settled Estates, and in the matter of "The Fines and Recoveries Abolition Act, 1833," and upon the petition of the said Viscount Maidstone, the said Court, being of opinion that the said Court had, for the purpose of "The Fines and Recoveries Abolition Act, 1833," become the protector of the settlement created by the joint operation of the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six, and of that made by the said will of the late Earl of Winchilsea (in the order now in recital called "the late Earl"), did declare that the said Court, as such protector, consented to the said Viscount Maidstone barring the estate in tail male, to which, subject to the determinable term then vested in the said Duke of Richmond and Christopher Turnor, and to the trusts of the same term, he, the said Viscount Maidstone, was then entitled in the several manors, messuages, lands, tenements, and hereditaments, whether of freehold or of copyhold or customary tenure (other than the advowsons), mentioned and comprised in or then subject to the subsisting uses or limitations of the said indentures of settlement, and also in the several messuages, lands, tenements, and hereditaments, whether of freehold or of copyhold or customary tenure, devised by or now subject to the subsisting uses or limitations of the said will of the late Earl of Winchilsea, and all remainders, reversions, estates, rights, titles, interest, and powers to take effect after the determination of such estate in tail male for the purpose of enabling all the said several honour, manors, messuages, lands, tenements, and hereditaments to be settled in the manner, to the uses, upon the trusts, and with and subject to the powers, provisoes, and declarations appearing in and intended to be limited and declared by and by virtue of the two several deeds, being respectively an indenture of disentailing assurance and

an indenture of settlement which had been respectively settled and approved by counsel on behalf of all parties, and the engrossments of which said two deeds had been produced to the said Court, and were the parchment writings marked with the letters C. and D. respectively, (which said two deeds mentioned in the order now in recital were the two herein-after recited indentures dated the twenty-fourth day of July one thousand eight hundred and seventy-four,) and did declare the aforesaid consent to be limited to the purposes aforesaid, and to giving full effect to the said deeds; and the said Court being of opinion that the resettlement of the said honour, manors, messuages, lands, tenements, and hereditaments intended to be effected by the last-mentioned indenture of settlement was fit and proper, and that the said Duke of Richmond and Christopher Turnor might properly concur in such resettlement, it was, by the order now in recital, ordered that the two above-mentioned deeds should be forthwith executed by the parties thereto:

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And whereas, in pursuance of the herein-before recited order, by an indenture dated the twenty-fourth day of July one thousand eight hundred and seventy-four, and expressed to be made between the said Viscount Maidstone of the first part, the now Earl of Winchilsea of the second part, the said Duke of Richmond and Christopher Turnor of the third part, and Robert Furley of the fourth part, and duly enrolled in Chancery, (being the indenture in this Act generally referred to as the said disentailing assurance,) he, the said Viscount Maidstone, with the consent of the said Court of Chancery, as protector of the settlement, (such consent being given by the herein-before recited order,) and also with the consent of the now Earl of Winchilsea, so far as he was then protector of the settlement, (testified by his being a party to and executing the indenture now in recital,) and also with the consent of the said Duke of Richmond and Christopher Turnor (if and so far as they might then be in any way protectors of the settlement testified in like manner), granted, disposed of, and confirmed unto the said Robert Furley and his heirs, first, all and singular the honour, manors or lordships, or reputed manors or lordships, capital and other messuages, parks, farms, lands, advowsons, or rights of presentation or of patronage, tithes, rentcharges in lieu of tithes, tenements, and hereditaments comprised in or expressed to be appointed by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six, save and except out of the grant and conveyance intended to be thereby made such and so many, and such parts or part, if any, of the said honour, manors, and other hereditaments therein-before mentioned or

Disentailing
assurance of
24th July
1874.

A.D. 1877. referred to as might have been sold or given in exchange upon any sale or exchange made in pursuance of the power of sale and exchange contained in the said indenture of settlement of the eighth day of May one thousand eight hundred and forty-three, and kept on foot and confirmed in and by the same first-mentioned indenture of settlement; and also (by way of conveyance and not of exception) all and singular other (if any) the freehold manors, advowsons, messuages, lands, tenements, and hereditaments which upon any exchange made in pursuance of the said power of sale and exchange, or by virtue of any purchase made out of moneys arising from any sale or exchange under the aforesaid power, or by any other ways and means whatsoever, had become and then were subject, either at law or in equity, to such of the uses limited by the joint operation of the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six respectively as were then subsisting or capable of taking effect; and, secondly, all and singular the freehold manors or reputed manors, messuages, farms, lands, and hereditaments situate in the counties of Kent, Northampton, and Leicester respectively, or elsewhere, which by the said will of the late Earl of Winchilsea were devised to the uses therein-before and herein-before mentioned or referred to, save and except out of the grant and conveyance intended to be thereby made such and so many, and such parts or part, if any, of the said manors and other hereditaments lastly therein-before mentioned or referred to as might have been sold or given in exchange upon any sale or exchange made in pursuance of the power of sale and exchange given by the said will by reference to the limitations of the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six respectively, and also (by way of conveyance and not of exception) all and singular other (if any) the freehold manors, messuages, lands, tenements, and hereditaments which upon any exchange made in pursuance of the aforesaid power of sale and exchange, or by virtue of any purchase made out of moneys arising from any sale or exchange under the aforesaid power, or by any other ways and means whatsoever, had become and then were subject, either at law or in equity, to such of the uses limited by the said will of the late Earl of Winchilsea, either expressly or by reference of and concerning the said manors and other hereditaments so devised thereby as aforesaid, as were then subsisting or capable of taking effect, with their appurtenances, to hold the same premises unto the said Robert Furley and his

heirs, subject nevertheless and without prejudice as to such and such parts of the same premises first therein-before described or mentioned and expressed to be thereby granted as were then subject thereto or affected thereby respectively to the several prior charges now subsisting therein as therein-before was recited; (that was to say,) the said mortgage debt of twenty-seven thousand pounds on the security of the said indenture of the sixth day of May one thousand eight hundred and forty-three, and the interest due and to grow due for the same; the said jointure rentcharge of two thousand pounds per annum payable to the Countess Dowager of Winchilsea during her life; the said sum of fifteen thousand pounds charged for the portions of the younger children of the late Earl of Winchilsea by his third wife, the Countess Dowager of Winchilsea, and the interest due and to grow due for the same sum; and the said drainage rentcharge of five hundred and sixteen pounds; and also during the life of the now Earl of Winchilsea, but not further, the said mortgage debts of fifty thousand pounds and six hundred and eighty-four pounds owing on the security of the said indentures of the twenty-second day of December one thousand eight hundred and sixty-five and the ninth day of March one thousand eight hundred and sixty-seven, and the interest due and to grow due for the same, and to the several terms of years for securing, and other securities for the aforesaid several charges respectively, but nevertheless as to the said mortgage debt of twenty-seven thousand pounds and interest with the full benefit of the provisions so made by the said will and codicil of the late Earl of Winchilsea for the exoneration therefrom of the settled estates charged therewith, and also as to all the said premises therein-before expressed to be thereby granted, subject and without prejudice to the several uses and estates respectively limited by or by reference to the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six respectively, or by or by reference to the said will of the late Earl of Winchilsea, which were then subsisting or capable of taking effect in the same premises respectively, and which were prior to the estate in tail male then vested in him, the said Viscount Maidstone, under or by virtue of the same indentures of settlement and will, or some or one of them, and to the powers annexed to or exerciseable during the continuance of such preceding uses and estates, and to the uses and estates limited in exercise of such powers, but freed and discharged from the said estate in tail male of the said Viscount Maidstone, and all remainders, reversions, estates, rights, titles,

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A.D. 1877. interests, and powers to take effect after the determining or in defeazance of such estate in tail male, to such uses, upon such trusts, and with and subject to such powers, provisoes, agreements, and declarations as the said Viscount Maidstone, in and by an indenture already prepared and engrossed as therein-before was mentioned, and being the said indenture of resettlement, should appoint; and in default of and until such appointment, and so far as such appointment, if incomplete, might not extend, to the same uses, upon the same trusts, and with and subject to the same powers, provisoes, agreements, and declarations which under and by virtue of or by reference to the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six, and the said will of the late Earl of Winchilsea, or any of them, were subsisting or capable of taking effect in the same premises respectively immediately before the execution of the indenture now in recital so as to restore and confirm the same uses, trusts, powers, provisoes, agreements, and declarations :

Resettlement
of 24th July
1874.

And whereas by an indenture also dated the twenty-fourth day of July one thousand eight hundred and seventy-four, but executed after the lastly herein-before recited indenture, and expressed to be made between the said Viscount Maidstone of the first part, the now Earl of Winchilsea and the now Countess of Winchilsea of the second part, the said Duke of Richmond and Christopher Turnor of the third part, and the said Robert Furley of the fourth part, (being the indenture in this Act generally referred to as the said indenture of resettlement,) after reciting as or to the effect herein-before recited (except where the recitals contained in the indenture now in recital were, as herein-before mentioned, incorrect, and are herein-before corrected), and also reciting (among other recitals as to the arrangements and agreements for the resettlement of the said settled and devised estates, and of the chattels then settled as heirlooms as aforesaid, which were carried into effect by the said indenture of resettlement as herein-after appearing) that it was believed that there were in fact no hereditaments of copyhold or customary tenure then forming part of the said settled estates and devised estates respectively, or subject to the limitations affecting the same estates respectively, as therein-before appearing, but in order to provide for the possibility of the existence of such copyhold or customary hereditaments having been overlooked it had been agreed that such provision as therein-after contained should be made for including any such copyhold or customary hereditaments in the intended resettlement, it was witnessed by the said indenture of resettle-

ment now in recital that in pursuance of the said agreement in that behalf, and of the therein-before recited order, he, the said Viscount Maidstone, in exercise of the power for that purpose given to him by the said disentailing assurance, and with the privity and approbation as well of the now Earl of Winchilsea as of the said Duke of Richmond and Christopher Turnor, did thereby appoint that all and singular the said honour, manors or lordships, or reputed manors or lordships, capital or other messuages, parks, farms, lands, advowsons, rights of presentation or of patronage, tithes, rent-charges in lieu of tithes, tenements, and hereditaments in the said disentailing assurance described or mentioned and expressed to be thereby granted, or which by any means were then subject to the power of appointment intended to be by the indenture now in recital exercised, (a particular or description of all which said honour, manors, and other hereditaments and premises expressed to be thereby appointed was set out or intended to be set out in the schedule thereunder written, but that reference to such schedule was not intended and should not be taken to in any manner restrict or narrow the operation of the general description therein-before contained by reference to the said disentailing assurance of the premises expressed to be by the indenture now in recital appointed, nor to exclude from the appointment intended to be thereby made such hereditaments (if any) as might come within such general description, but might not be included or mentioned in the said schedule thereto,) together with their rights, members, easements, and appurtenances as in the said disentailing assurance was expressed should, from and after the execution of the indenture now in recital by him, the said Viscount Maidstone, and subject and without prejudice, as in the said disentailing assurance was expressed, to all such prior charges, uses, estates, and powers as therein mentioned, remain and be to the uses, upon the trusts, and with and subject to the powers, provisoes, agreements, and declarations therein-after expressed and declared of and concerning the same respectively, (that was to say,) to the use and intent that (except in so far as the same trusts were under the provisions therein-after contained modified or purported to be modified) all the trusts then under or by virtue of the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six and "The Earl of Winchilsea's Estate Act, 1865," and the said will of the late Earl of Winchilsea, affecting the term of one hundred years, determinable upon the death of the now Earl of Winchilsea, so limited in use by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six

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A.D. 1877. as therein-before was mentioned, might be kept on foot and absolutely confirmed as to such of the said premises therein-before expressed to be thereby appointed as were comprised in the same term or subject to the trusts thereof, and also that all the trusts declared by the will of the late Earl of Winchilsea of and concerning the said term of two hundred years thereby limited in use as therein-before mentioned might be kept on foot and absolutely confirmed as to such of the said premises as were comprised in the same term or subject to the trusts thereof, and so that such trusts might be applicable to the keeping up of all the several policies of assurance so bequeathed in trust by the said will and codicil thereto as aforesaid, to the intent that all moneys ultimately to become payable under or by virtue of the same policies might be applied, in manner directed by the said will, in or towards the discharge of the said mortgage debt of twenty-seven thousand pounds and interest, and in exoneration therefrom pro tanto of such of the same premises by the indenture now in recital expressed to be appointed as were then charged therewith; and to the further use and intent that all and singular the powers of jointuring and of charging for portions, and powers of leasing, enfranchisement, partition, sale, and exchange, and other powers and authorities whatsoever, which under or by virtue of the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six respectively, or the said will of the late Earl of Winchilsea, were then exerciseable by or with the consent or by the direction and at the request of the now Earl of Winchilsea, or would but for his bankruptcy be so exerciseable, might be confirmed and remain exerciseable during his life, and so as to overreach all and singular the uses, estates, and powers therein-after limited or to be limited under any of the powers therein-after contained (other than any mortgage to be made under any of the powers of mortgaging or charging therein-after contained, or under the trusts of any term of years to be limited under any power therein-after contained), but, nevertheless, as to the aforesaid powers of jointuring and charging for portions, subject to a proviso that the aforesaid powers of jointuring should not be exerciseable by the now Earl of Winchilsea in favour of his present wife, and that the aforesaid power of charging for portions should not be exerciseable by him in favour of any children or child of his present marriage; and, subject and without prejudice to such trusts and powers as aforesaid, and to the uses or estates to be limited in exercise of such powers respectively, to the use and intent that all the said premises therein-before expressed to be thereby appointed might stand charged with

the payment to the said Viscount Maidstone, his heirs, executors, administrators, or assigns, of the sum of one thousand five hundred pounds, with interest thereon from the date of the indenture now in recital at the rate of five pounds per centum per annum, and, subject to the aforesaid charge, to the use of the said Viscount Maidstone 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 Viscount Maidstone successively, according to seniority in tail male, with remainder to the use of the said Robert Furley, his heirs and assigns, during the life of the now Earl of Winchilsea, in trust to preserve the contingent remainders or uses therein-after limited, and to pay the rents and profits of the said premises therein-before expressed to be thereby appointed to the person or persons for the time being entitled, under the limitations therein-after contained, to the first vested estate in remainder expectant on the death of the now Earl of Winchilsea, with remainder to the use of the second and every other subsequently born son of the now Earl of Winchilsea successively, according to seniority in tail male, with remainder to the use of the Honourable Murray Edward Gordon Finch Hatton (the second son of the late Earl of Winchilsea, being the first-born son of the last-named Earl by his third marriage) 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 Murray Edward Gordon Finch Hatton successively, according to seniority in tail male, with remainder to the use of the Honourable Henry Stormont Finch Hatton (the third son of the late Earl of Winchilsea) 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 Henry Stormont Finch Hatton successively, according to seniority in tail male, with remainder to the use of the Honourable Harold Heneage Finch Hatton (the fourth son of the late Earl of Winchilsea) 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 Harold Heneage Finch Hatton successively, according to seniority in tail male, with remainder to such uses, upon such trusts, and with and subject to such powers, provisoes, agreements, and declarations as the now Earl of Winchilsea and the said Viscount Maidstone should during their joint lives from time to time, by any deed or deeds, with or without power of revocation and new appointment, appoint, and in default of any such appointment, and so far as no such appointment should extend, then as the said Viscount Maidstone, if he should survive the now Earl of Winchilsea, should, by any deed or deeds executed after the decease of the said Earl, with or without power of revocation and new

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appointment, appoint, and in default of and until any such appointment, and so far as no such appointment should extend, to the uses in the indenture now in recital declared, being limitations in strict settlement in favour of various members of the Finch Hatton family (including daughters of the said Viscount and Earl respectively), with an ultimate limitation to the use of the said Viscount Maidstone in fee; and it was by the indenture now in recital agreed and declared between and by the parties thereto, so far as they or any of them were competent to agree and declare, and in particular the said Duke of Richmond and Christopher Turnor, with the consent of the now Earl of Winchilsea and the now Countess of Winchilsea, but not so as to bind themselves, their executors or administrators, or any of them, to any greater extent than they, the said Duke of Richmond and Christopher Turnor, having regard to the trusts then reposed in them as therein-before appearing, might be justified in so doing, and not so as to incur any personal liability whatsoever in case the trusts purported to be thereby declared, or any of them, might not be effectually so declared, or could not be effectually carried out, did thereby declare that they, the said Duke of Richmond and Christopher Turnor, and the survivor of them, and the executors or administrators of such survivor, and other the trustees or trustee for the time being of the said term of one hundred years, determinable on the death of the now Earl of Winchilsea, so limited in use by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six, or by reference thereto as aforesaid, should from thenceforth stand possessed of all such of the said premises therein-before expressed to be thereby appointed as were comprised in the said term of one hundred years, or subject to the trusts thereof, upon trust that they or he, the said trustees or trustee for the time being of the said term, out of the rents and profits of the same premises, and subject and without prejudice to making out of such rents and profits of such provision as directed by the therein-before recited tenth section of "The Earl of Winchilsea's Estate Act, 1865," for the purposes therein mentioned, should during the joint lives of the now Earl of Winchilsea and the said Viscount Maidstone pay to the said Viscount Maidstone the annual sum or sums following; (that was to say,) the annual sum of six hundred pounds, to commence from the twenty-fifth day of March one thousand eight hundred and seventy-four and to continue during the whole of such joint lives; and if the said Viscount Maidstone should marry in the lifetime of the now Earl of Winchilsea the further annual sum of nine hundred pounds, to commence from the day of such marriage and to continue during

the residue of the same joint lives; and if the said Countess Dowager of Winchilsea should die during such joint lives, then the further annual sum of one thousand pounds, to be in addition as well to the said annual sum of six hundred pounds as also to the said annual sum of nine hundred pounds, if such last-mentioned sum should have become or should subsequently become payable, and to commence from the day of the death of such Countess Dowager, and to continue during the residue of such joint lives, such of the said annual sums as should for the time being be payable to be paid quarterly as in the indenture now in recital was mentioned; and also should, if the said Viscount Maidstone should die in the lifetime of the now Earl of Winchilsea, and should leave a widow to whom any rentcharge by way of jointure should have been appointed under the power in that behalf therein-after given to the said Viscount Maidstone, pay to such widow, during the joint lives of herself and the now Earl of Winchilsea, the amount of the rentcharge so appointed to her at the times and in the manner in which such rentcharge should or ought to become payable to her by virtue of any such appointment, and, subject to the trusts therein-before declared, should pay and apply the rents and profits of the said premises for the same purposes and in the same manner for and in which the same ought to be paid and applied under and by virtue of or by reference to the said indenture of settlement and Act respectively, save and except that any interest for the time being payable in respect of the said principal sum of fifteen hundred pounds therein-before expressed to be charged, and any principal sum charged, by way of mortgage or otherwise, under any of the powers or provisions of the indenture now in recital should be considered as interest payable out of the aforesaid rents and profits under the aforesaid trusts, and be paid accordingly; and in the said indenture of resettlement now in recital (after usual provisions for management during minorities of tenants in tail male by purchase of the said premises therein-before expressed to be thereby appointed) a power was given to the said Viscount Maidstone, if he should survive the now Earl of Winchilsea, but not otherwise, of charging, in manner therein mentioned, the same premises for his own benefit to the extent of thirty thousand pounds, if there should be any child of him, the said Viscount Maidstone, who, being a son, should attain the age of twenty-one years, or, being a daughter, should attain that age or marry under that age, and to the extent of fifty thousand pounds if there should be no such child; and powers of jointuring and of charging portions for younger sons and daughters (which powers

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have since been exercised as herein-after mentioned) were also given to the said Viscount Maidstone, and usual powers of jointuring and charging for portions of younger children were also given to the successive tenants for life other than the said Viscount Maidstone; and in the indenture now in recital were also contained powers of leasing made exerciseable by every person thereby made tenant for life of the said premises therein-before expressed to be thereby appointed when he or she should be entitled to the possession or the receipt of the rents and profits of the same premises, and by the said Duke of Richmond and Christopher Turnor, and the survivor of them, and the executors or administrators of such survivor, during the continuance of the said term of one hundred years determinable as aforesaid (therein-after and herein-after called "the determinable term"), and also during the minority of any person who under the limitations therein-before contained should or, if of full age, would be entitled to the possession or the receipt of the rents and profits of the same premises, and authorising the grant of leases for terms not exceeding as to ordinary leases twenty-one years, and as to building, repairing, or improving leases ninety-nine years, and as to mining leases sixty years, and also a power exerciseable in the same manner of granting to copyholders of any manor for the time being, subject to the subsisting uses of the indenture now in recital, licenses to demise their copyhold tenements as therein expressed; and in the indenture now in recital were also contained powers of enfranchisement with reference to copyhold or customary tenements holden of any such manor as aforesaid, and of partition with reference to any hereditaments whereof any undivided share or shares should for the time being be subject to the subsisting uses of the indenture now in recital, which last-mentioned powers were made in substance exerciseable by the same persons and in the same manner by whom and in which the power of sale and exchange contained in the same indenture and next herein-after recited was thereby made exerciseable; and it was by the said indenture of resettlement now in recital agreed and declared that it should be lawful for the said Duke of Richmond and Christopher Turnor, and the survivor of them, and the executors or administrators of such survivor, during the life of any person thereby made tenant for life who should be entitled to the possession or the receipt of the rents and profits of the said premises therein-before expressed to be thereby appointed, with his or her consent in writing, and also during the continuance of the said determinable term, and also during the minority of any person who, if of full age, would be entitled to the possession or the receipt of the rents and profits of

the same premises as tenant in tail male by purchase under the limitations therein-before contained, at the discretion of the said trustees or trustee for the time being, to sell or exchange for other manors, lands, or hereditaments in England or Wales all or any of the said premises therein-before expressed to be thereby appointed, and upon any such exchange to give or receive any money for equality of exchange; and it was thereby agreed and declared that any such sale as aforesaid might be made either by public auction or private contract, and that the said trustees or trustee for the time being might make any stipulations as to title or evidence, or commencement of title, or otherwise, in any conditions of sale or contract for sale or exchange of the said premises or any part thereof, and might buy in or rescind or vary any contract for sale or exchange, or re-sell or re-exchange, without being responsible for any loss occasioned thereby; and it was thereby agreed and declared that for effecting any such sale or exchange it should be lawful for the said trustees or trustee for the time being, with such consent or at such discretion as aforesaid, by any deed or deeds, to revoke all or any of the uses, trusts, and powers therein-before limited and declared, or to be limited and declared under the powers therein-before contained, of jointuring or charging portions of or concerning the said premises, or any part thereof, (but subject to every mortgage or other disposition which might have been made under the powers of mortgaging or charging therein contained, or under the trusts of any term of years to be limited under the aforesaid powers of charging or jointuring or charging portions, and to every lease which might have been granted under any of the powers of leasing therein-before contained,) and by the same or any other deed or deeds to limit or appoint any other uses, estates, or trusts of the said premises, or any part thereof, which should be thought expedient, and generally for any such purpose as aforesaid to execute and do all such assurances and things as they or he should think fit; and it was thereby agreed and declared that any of the said premises might be disposed of by way of sale or exchange, or parted with on partition, with any rights of way or other rights or easements upon, over, or under any other lands or hereditaments, or reserving any such rights of way or other rights or easements, and that any of the said premises might be disposed of by way of enfranchisement, sale, or exchange, or parted with on partition, with an exception or reservation of all or any mines, minerals, coals, quarries, stones, clay, sand, and substances in, under, and upon the same, and with or without rights and powers of or incidental to the searching for,

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working, getting, carrying away, and disposing of the said mines, quarries, coals, stones, clay, sand, minerals, and substances, or otherwise in relation thereto, as to the said trustees or trustee might seem fit, and all or any such mines, quarries, stones, coal, clay, sand, minerals, and substances might be disposed of by way of sale or exchange, or parted with on partition, with or without such rights or powers as aforesaid, separately from or with part only of the surface, and in either case without prejudice to any future exercise of the power with respect to the excepted mines, minerals, or other premises aforesaid, or (as the case might be) the undisposed of surface or other lands; and it was further agreed and declared that any purchaser or purchasers or persons taking under any such disposition by way of enfranchisement, partition, sale, or exchange might be required to enter into any covenants, or submit to any restrictions of any description, which the said trustees or trustee might deem beneficial to the property retained or taken in exchange, or any part thereof, or otherwise expedient, and the assurance of the premises enfranchised or parted with on partition, sold, or conveyed in exchange might be made in such manner and form as might be expedient for effectually creating any such right or easement, or for giving effect to every or any such exception, reservation, or restriction as aforesaid; and it was thereby agreed and declared that the said trustees or trustee for the time being should receive all moneys which might become payable upon any such enfranchisement, partition, sale, or exchange as aforesaid, and with all convenient speed invest the same in the purchase of other manors, lands, or hereditaments in England or Wales for an estate in fee simple, or of lands of a leasehold, copyhold, or customary tenure convenient to be held therewith, or with any hereditaments for the time being subject to the subsisting uses or trusts of the indenture now in recital, or in purchasing the enfranchisement of any lands of copyhold or customary tenure for the time being subject to the subsisting uses or trusts of the indenture now in recital; and it was thereby agreed and declared that the said Duke of Richmond and Christopher Turnor, and the survivor of them, and the heirs, executors, or administrators of such survivor, should settle and assure, or caused to be settled and assured, such of the manors, lands, or hereditaments so to be purchased or taken upon enfranchisement or partition or in exchange as aforesaid as should be freeholds of inheritance to the uses, upon the trusts, and with and subject to the powers, provisoes, agreements, and declarations in and by the indenture now in recital expressed and declared, or under the powers therein-before contained of jointuring or charging

portions to be limited, expressed, or declared of and concerning the said premises therein-before expressed to be thereby appointed, or as near thereto as the deaths of parties and other intervening circumstances would admit, but not so as to increase or multiply powers of charging, and should settle and assure, or cause to be settled and assured, such of the said manors, lands, or hereditaments so to be purchased or taken upon partition or in exchange as aforesaid as should be of leasehold or copyhold or customary tenure, upon such trusts, and with and subject to such powers, provisoes, agreements, and declarations as should correspond with the uscs, trusts, powers, provisoes, agreements, and declarations in and by the indenture now in recital limited, expressed, and declared, or under the said powers of jointuring or charging portions to be limited, expressed, and declared of and concerning the said premises therein-before expressed to be thereby appointed, or as near thereto as the different tenure or quality of the premises, and the rules of law and equity, and the deaths of parties and other intervening circumstances would admit, but not so as to increase or multiply charges or powers of charging, and so that such of the lands purchased or taken upon partition or in exchange as should be held by a lease for years should not vest absolutely in any person thereby made tenant for life or tenant in tail male by purchase of the said premises therein-before expressed to be thereby appointed unless he should attain the age of twenty-one years, but on his death under that age should go, devolve, and remain in the same manner as if they had been freehold of inheritance and had been settled accordingly; and it was thereby agreed and declared that, if any of the lands purchased or taken upon partition or in exchange as aforesaid should be held for leases or grants for lives or for years renewable or usually renewed, proper provisions should be inserted in the settlement therein-before directed to be made thereof for renewing such leases or grants from time to time as occasion should require, and that the fines and expenses of such renewals should from time to time be defrayed by and out of the premises so to be purchased or taken upon enfranchisement or partition or in exchange, and of which such renewals were to be made respectively, in such manner that the several persons beneficially entitled to the same should contribute to such fines and expenses in the proportions in which, according to the rules of courts of equity, they would be bound to contribute; and it was thereby provided and declared that, subject to the equities or obligations of the persons claiming under the indenture now in recital as to defraying the fines and expenses of such renewals of leases or grants as aforesaid, and so that such

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A.D. 1877. equities or obligations should not thereby be altered, it should be lawful for the trustees or trustee for the time being, by and out of the moneys to arise from any such sale or enfranchisement, or to be received for equality of exchange or partition as aforesaid, to pay any money which upon any exchange or partition made in exercise of the aforesaid power in that behalf might be payable by the said trustees or trustee for equality of exchange or partition, or which should be required for the renewal of any such lease or grant as aforesaid, and also to raise any money agreed to be paid by the said trustees or trustee for equality of exchange or partition, or which might be required for the renewal of any such lease or grant as aforesaid, or for purchasing the enfranchisement of any lands of copyhold or customary tenure for the time being subject to the uses or trusts of these presents, by mortgage of the hereditaments to be received in exchange or upon enfranchisement or partition or taken by renewal as aforesaid, or of any other hereditaments for the time being subject to the then subsisting uses or trusts of the indenture now in recital, and for the purposes aforesaid, or any of them, to execute and do all such assurances and things as they or he should think fit, and no mortgagee advancing money upon any mortgage purporting to be made under this power should be bound to see that such money was wanted or that no more than was wanted was raised; and it was thereby also provided and declared that it should be lawful for the said trustees or trustee for the time being, upon the request of any person thereby made tenant for life and so entitled as aforesaid, and if there should be no such person, then at their or his own discretion, to apply any money to arise by any such sale, enfranchisement, partition, or exchange as aforesaid in or towards paying off or discharging any mortgage or other charge or incumbrance for the time being affecting all or any of the hereditaments then subject to the subsisting uses or trusts of the indenture now in recital, but without altering the equities or obligations of the parties claiming under the indenture now in recital as to defraying the fines and expenses of such renewals of leases or grants as aforesaid; and it was thereby agreed and declared that until the money to arise by such sale, enfranchisement, partition, or exchange as aforesaid should be disposed of as therein-before directed, the said trustees or trustee for the time being, with the consent of any person thereby made tenant for life and so entitled as aforesaid, and if there be no such person, then at the discretion of them or him, the said trustees or trustee, might invest the same or any part thereof in their or his names or name in any of the public stocks or funds or Government securities of the United Kingdom, or real

securities in England, Wales, or Ireland, and might vary such stocks, funds, and securities; and it was thereby agreed and declared that the income of such stocks, funds, and securities should be paid and applied to such person or persons, for such purposes, and in such manner as the rents and profits of the hereditaments to be purchased therewith as aforesaid would be payable or applicable in case such purchase and settlement as aforesaid were then actually made; and it was thereby further provided and declared that the receipt of the said Duke of Richmond and Christopher Turnor, or the survivor of them, or the executors or administrators of such survivor, for any money which might become payable for the enfranchisement or purchase of any hereditaments which might be enfranchised or sold under the said power of enfranchisement or sale, or for equality of partition or exchange as aforesaid, or for any money which might be advanced by any mortgagee or mortgagees upon any mortgage purporting to be made under the power therein-before contained of raising money, or for any other money which might be paid on any stocks, funds, or securities which might be transferred to the said Duke of Richmond and Christopher Turnor, or the survivor of them, or the executors or administrators of such survivor, under the indenture now in recital, or in the execution of any trusts or powers thereof, should effectually discharge the person or persons paying or transferring the same therefrom, and from being bound to see to the application or being answerable for any loss or misapplication thereof; and it was by the indenture now in recital provided that during the continuance of the said determinable term the several powers of leasing, granting licenses to copyholders, enfranchisement, partition, sale, and exchange therein-before contained should respectively be exerciseable for the purpose of facilitating or carrying out any lease, enfranchisement, partition, sale, or exchange to be made or agreed to be made under any of the several powers for those purposes contained in or exerciseable under or by virtue of the the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six, and the said will of the late Earl of Winchilsea, or any of them, and with the concurrence or consent of the person or persons competent to exercise such last-mentioned powers respectively as to the hereditaments forming the subject of such lease, enfranchisement, partition, sale, or exchange, and further, that the hereditaments to be purchased with the moneys to arise by any sale or enfranchisement, or to be received for equality of partition or exchange, under

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for the purpose of purchasing or completing the purchase of any manors, lands, or other hereditaments situate in the counties of Northampton and Kent for an estate in fee simple, to be settled as therein-after provided, any sum or sums of money not exceeding in the whole the sum of ten thousand pounds; and for the purpose of paying or compounding for or otherwise satisfying, upon any terms and in any manner which the said trustees or trustee should, in their or his discretion, think fit, all or any of the debts or other liabilities then owing from or incurred by the now Earl of Winchilsea, and for procuring his bankruptcy to be annulled or superseded, or for any of such purposes, any sum or sums of money not exceeding in the whole the sum of five thousand pounds; and also, and in addition to the power lastly therein-before contained, for the purpose of paying off or otherwise satisfying, upon any terms and in any manner which the said trustees or trustee should, in their or his discretion, think fit, all or any of the debts then owing by the now Earl of Winchilsea which were secured, by way of mortgage or otherwise, on the security of any policy or policies of assurance on his life, any sum or sums of money not exceeding in the whole (exclusive of any sum or sums of money which might be raised under the power lastly therein-before contained and applied for the same purpose) the sum of ten thousand pounds; fourthly, at the request in writing of the now Earl of Winchilsea, to raise any sum or sums of money that might be required for the purpose of paying off or satisfying the said principal sums of fifty thousand pounds and six hundred and eighty-four pounds owing on the security of the said indentures of the twenty-second day of December one thousand eight hundred and sixty-five and ninth day of March one thousand eight hundred and sixty-seven respectively, together with all costs and expenses of raising such moneys and paying off or satisfying such mortgage debts; and, fifthly and lastly, with the consent in writing of the said Viscount Maidstone during his life, and after his death with the like consent of any other person thereby made tenant for life who might or would, if the now Earl of Winchilsea were then dead, be for the time being entitled to the possession or receipt of the rents and profits of the said premises therein-before expressed to be thereby appointed, or if there should be no such person, then at the discretion of them or him, the said trustees or trustee for the time being, to raise any sum or sums of money which might be required for the payment off or satisfaction of any principal sum or sums of money (other than the said two mortgage debts of fifty thousand pounds and six hundred and eighty-four pounds) then charged or thereafter

A.D. 1877. to be charged on all or any of the said premises by way of mortgage or otherwise, or any part or parts thereof, and all costs and expenses incurred in or about the raising of such moneys, or otherwise in or about the execution of the power now in recital, and for the several purposes aforesaid, by any deed or deeds, to charge all or any parts of the said premises therein-before expressed to be thereby appointed, and other the hereditaments (if any) which might for the time being be subject to the subsisting uses of the indenture now in recital, with the payment to any person or persons, his, their, or her executors, administrators, or assigns, of any principal sum or sums of money therein-before authorised to be raised, with interest for the same at any rate which the said trustees or trustee should think fit, and also to appoint the premises charged as aforesaid, or any part thereof, to the same or any other person or persons, either in fee or for any term or terms of years, with or without impeachment of waste, by way of mortgage, subject to redemption on payment by the person or persons for the time being entitled to the equity of redemption of the premises to be so mortgaged of the principal sum or sums to be charged thereon as aforesaid, with interest for the same; and (after other provisions giving the said trustees or trustee full discretion as to the form and provision of any such mortgage, and as to the mode and time of raising all or any part of the moneys thereby authorised to be raised, and providing that it should not be obligatory on the said trustees or trustee to exercise the aforesaid power of raising money by mortgage for any of the purposes therein-before authorised unless they or he should, in their or his uncontrolled discretion, think fit, and that nothing therein contained should give any mortgagee or other incumbrancer any further or other charge, lien, or security than had been subsisting before the execution of the indenture now in recital, or to create any trust or security for the benefit of or give any right or claim to any creditor of the now Earl of Winchilsea or of the said Viscount Maidstone) it was by the indenture now in recital agreed and declared that all manors, lands, and hereditaments purchased with any money raised under the power of raising money by mortgage lastly therein-before contained should be settled and assured in the same manner as if the same had been purchased with money produced by a sale made under the power of sale therein-before contained, or as to any hereditaments so purchased during the life of the now Earl of Winchilsea as if the same had been purchased with moneys produced by a sale under the power of sale contained in or exerciseable under or by virtue of the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six respectively;

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and (after a provision of the usual nature as to the mode of settlement of any family jewels or articles of the same nature redeemed or purchased with any moneys so raised as heirlooms to devolve with the aforesaid mansion-house of Eastwell Park) it was thereby agreed and declared that in case the said mortgage debts of fifty thousand pounds and six hundred and eighty-four pounds respectively, or any other debt or debts secured upon a policy or policies of assurance for the life of the now Earl of Winchilsea, should be paid off or satisfied out of any money raised under the power of raising money by mortgage lastly therein-before contained, the policies or policy forming the security for any debt or debts so paid off or satisfied should be assigned to the said trustees or trustee for the time being, and should (subject to the proviso in that behalf therein-after contained, and so far only as the parties thereto, or any of them, were competent so to agree or direct) be kept up during the life of the now Earl of Winchilsea out of the rents and profits of the said premises therein-before expressed to be thereby appointed, and all moneys to become payable on the death of the now Earl of Winchilsea under or by virtue of the same policies or policy, or any of them, should be received by the said trustees or trustee, and be held and applied by them or him, upon the same trusts and in the same manner as if the same had been money produced by a sale made under the power of sale therein-before contained; and it was thereby provided and declared that it should be lawful for the said trustees or trustee, with the consent in writing of the said Viscount Maidstone during his life, and after his death at their or his own discretion, to permit to drop or to surrender or sell to the office with whom the same should have been effected, or to any other office or person, upon such terms and for such consideration as they or he should think fit, or to reduce the amount assured by any such policies or policy as aforesaid, or to substitute the same for any other policies or policy, upon condition that some policies or policy on the life of the now Earl of Winchilsea should be retained or held by and vested in them, the said trustees or trustee, upon which an amount equal to the total amount of the debt or debts of the now Earl of Winchilsea so secured upon policies or a policy on his life, which might then have been paid off or satisfied as aforesaid, should for the time being be assured and would be receivable by them or him, the said trustees or trustee, if the now Earl of Winchilsea were then to die, and that such last-mentioned policies or policy should be held and be subject to the same trusts and provisions upon and subject to which the policy or policies therein-before directed to be assigned to the said trustees or trustee were therein-before directed

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under the aforesaid power to make or concur in making any such arrangement whatsoever as they or he might, in their or his uncontrolled discretion, think fit, proper, or convenient for securing any principal moneys or interest to be raised under the aforesaid power, or otherwise for effectuating any of the provisions or purposes of the indenture now in recital; and it was thereby expressly provided and declared that, notwithstanding the trusts and provisions therein-before contained with reference to the policies or policy of assurance so to be kept up as therein-before directed, the said trustees or trustee for the time being should not be bound to see to such policies or policy, or any of them, being kept on foot, and that no omission or neglect in that behalf by the said trustees or trustee should be chargeable as a breach of trust, and that the said trustees or trustee should not, nor should any of them, be answerable for such policies or policy, or any of them, becoming void by any means whatsoever; and in the said indenture of resettlement now in recital was also contained a provision in case any copyhold or customary messuages, lands, or hereditaments were then subject, at law or in equity, to the uses and limitations to which either the said settled estates or the said devised estates stood limited immediately before the execution of the said disentailing assurance for the surrender by the said Viscount Maidstone or his heirs, and all other necessary parties, if any, of all such copyhold or customary messuages, lands, and hereditaments, with their appurtenances (subject to all estates, interests, or powers then subsisting or capable of taking effect therein respectively prior to the estate in tail male of him the said Viscount Maidstone, but discharged from such estate in tail male, and all remainders, reversions, estates, rights, titles, interests, and powers to take effect after the determination or in defeazance of such estate in tail male) to the use of the said Duke of Richmond and Christopher Turnor, their heirs and assigns, according to the custom of the manor or manors respectively, and to be upon such trusts, and with and subject to such powers, provisoes, agreements, and declarations as should nearly correspond with the uses, trusts, powers, provisoes, agreements, and declarations therein-before declared and expressed of and concerning the said premises therein-before expressed to be thereby appointed, or such of them as should be subsisting or capable of taking effect as the different tenure and quality of the premises and the rules of law and equity would permit; and by the said indenture of resettlement now in recital the said plate, books, prints, and pictures by the said will of the late Earl of Winchilsea so bequeathed in trust as therein-before was mentioned, and also the said household furniture, plate, china,

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glass, pictures, prints, books, ornaments, and other household effects specified in the second schedule to the therein-before recited indenture of the second day of November one thousand eight hundred and sixty-six, and by the same last-mentioned indenture assigned unto the said Duke of Richmond and Christopher Turnor, their executors, administrators, and assigns, in trust as therein-before was mentioned, were (subject to the trusts and interests then subsisting therein respectively prior to the reversionary interests therein of the said Viscount Maidstone) settled in the usual manner as heirlooms to devolve with the said mansion-house at Eastwell Park :

And whereas at the time of the execution of the said indenture of resettlement the particulars of the said devised estates had not been fully ascertained, but it was shortly afterwards ascertained that the said devised estates consisted not only of freehold hereditaments in the county of Leicester and a small piece of land in the county of Rutland, but also of lands and hereditaments of considerable amount, principally of freehold, but partly of copyhold tenure, situate in the counties of Northampton and Kent, which were intermixed with the said settled estates, and were included in the said schedule to the said indenture of resettlement, and were at the date thereof mistakenly supposed to be wholly of freehold tenure, and to form part of the said settled estates, and it was also ascertained at the same time that parts of the said devised estates were at the date of the said indenture of resettlement subject to certain charges, by way of annuity and mortgage, created by the late Earl of Winchilsea, some of which charges, by way of mortgage, were also secured by policies of assurance on the life of the now Earl of Winchilsea, and all which charges are included among the charges specified, as herein-after mentioned, in the First and Second Schedules to this Act :

And whereas the said John Pemberton Plumptre died on the seventh day of January one thousand eight hundred and sixty-four, and the said Daniel Finch died on the seventeenth day of January one thousand eight hundred and sixty-eight, having by his will, dated the ninth day of January one thousand eight hundred and sixty-eight, appointed the Right Honourable Heneage, late Earl of Aylesford, and the Honourable Daniel Greville Finch executors thereof, and the said last-mentioned will (which had first been proved in the Principal Registry of Her Majesty's Court of Probate on the thirteenth day of March one thousand eight hundred and sixty-eight by the said Heneage, late Earl of Aylesford, who died on the tenth day of January one thousand eight hundred and seventy-one)

was on the fifth day of October one thousand eight hundred and seventy-one proved in the Principal Registry aforesaid by the said Daniel Greville Finch : A.D. 1877.

And whereas by an indenture dated the twenty-first day of January one thousand eight hundred and seventy-six, and expressed to be made between the said Daniel Greville Finch of the first part, the Right Honourable Heneage, now Earl of Aylesford, of the second part, and the Reverend John Morland Rice and Edward Hatton Finch Hatton (in the indenture now in recital called Edward Heneage Finch Hatton) of the third part, in pursuance of a power in that behalf contained in the said will of the late Earl of Winchilsea, the said John Morland Rice and Edward Hatton Finch Hatton have been appointed trustees in the place of the said Daniel Finch and John Pemberton Plumptre for the existing purposes of the said will; and by the indenture now in recital (among other trust property), the said term of two hundred years by the said will limited in use to the said Daniel Finch and John Pemberton Plumptre, their executors, administrators, and assigns, in the estates in the county of Leicester devised thereby as aforesaid, and the said policies of assurance on the life of the now Earl of Winchilsea so bequeathed in trust by the said will and codicil of the late Earl of Winchilsea as aforesaid, have been in effect assigned by the said Daniel Greville Finch unto the said John Morland Rice and Edward Hatton Finch Hatton, their executors, administrators, and assigns, upon the trusts applicable thereto respectively by virtue of the same last-mentioned will :

Appoint-
ment, by
deed of 21st
January
1876, of new
trustees of
the late Earl
of Winchil-
sea's will.

And whereas no surrender or disentailing assurance of the said copyhold hereditaments in pursuance of the provisions in that behalf contained in the said indenture of resettlement as aforesaid has as yet been made :

And whereas the schedule to the said indenture of resettlement also included the freehold hereditaments in the county of Kent herein-after mentioned to have been now purchased as well as the freehold and copyhold hereditaments in the county of Northampton agreed to be purchased by the trustees of the same indenture under the provisions in that behalf therein contained from the trustee in bankruptcy of the now Earl of Winchilsea, which hereditaments (though lying intermixed with and then treated as part of the said settled estates) belonged in fact at the date of the said indenture of resettlement, and subject to certain equitable mortgages thereon which were paid off at the time of such purchase as aforesaid, or

A.D. 1877. will be so paid off, to the now Earl of Winchilsea or his trustee in bankruptcy in fee simple :

And whereas since the completion of such purchase as last aforesaid the said schedule to the said indenture of resettlement contains, as it is believed, a correct particular of all the hereditaments, whether of freehold or copyhold or customary tenure, now subject, either at law or in equity, to the limitations of the said indenture of resettlement, all which said hereditaments comprised or mentioned in the same schedule, and all other (if any) the hereditaments now subject to the aforesaid limitations, are herein-after in this Act referred to as "the Winchilsea Estates" :

And whereas previously to the execution of the indenture of mortgage of the twenty-first day of January one thousand eight hundred and seventy-six herein-after mentioned, the said Duke of Richmond and Christopher Turnor, as trustees of the said indenture of resettlement, and in exercise of the aforesaid power of raising money by mortgage therein contained, raised, by way of equitable mortgage or charge on the Winchilsea Estates, the several principal sums, amounting together to five thousand two hundred and sixty pounds, the particulars of which sums, and the dates of the indentures securing the same respectively, are specified in the second part of the First Schedule to this Act, for the purpose of defraying or paying thereout, first, the sum of seven hundred and sixty pounds for costs and expenses incurred in or about the aforesaid resettlement ; secondly, the sum of fifteen hundred pounds thereby charged in favour of the said Viscount Maidstone as aforesaid ; and, thirdly, the sum of three thousand pounds thereby authorised to be raised for his benefit as aforesaid, and had applied the moneys so raised for such purposes accordingly :

Mortgage of
21st January
1876 for
£135,000.

And whereas in or about the month of January one thousand eight hundred and seventy-six the said Duke of Richmond and Christopher Turnor as such trustees as aforesaid, and in exercise of the aforesaid power of raising money by mortgage, and at the request as well of the now Earl of Winchilsea as of the said Viscount Maidstone, raised the sum of one hundred and thirty-five thousand pounds by a mortgage in fee of the Winchilsea Estates, which was effected by an indenture dated the twenty-first day of January one thousand eight hundred and seventy-six, and was expressed to be made between the said Duke of Richmond and Christopher Turnor of the first part, the now Earl of Winchilsea of the second part, the said Viscount Maidstone of the third part, and Sir Thomas Myddelton Biddulph, the Right Honourable Sir William

Thomas Knollys, Arnold William White, and Thomas Hyde Hills of the fourth part, and which bears interest at the rate of five pounds per centum per annum, reducible to four per centum on punctual payment (being the mortgage specified in the third part of the said First Schedule to this Act) :

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And whereas, out of the said sum of one hundred and thirty-five thousand pounds so raised as aforesaid, the sum of one hundred and six thousand six hundred and eighty-four pounds was applied in payment to the several persons then entitled thereto respectively of the several principal sums, amounting together to the sum of one hundred and six thousand six hundred and eighty-four pounds, then charged, by way of mortgage or otherwise, on parts of the Winchilsea Estates, and having priority over the said indenture of resettlement, the particulars of which several charges are specified in the first part of the said First Schedule to this Act, and all which several charges were, shortly before the execution of the same indenture of mortgage, transferred to or in trust for the mortgagees thereunder, and as part of their security ; and the further sum of five thousand two hundred and sixty pounds was applied in payment in like manner of the several principal sums, of the same total amount, so previously raised under the aforesaid power as aforesaid, the particulars of which last-mentioned charges are specified in the second part of the same schedule, and all which last-mentioned charges were also, shortly before the execution of the same indenture of mortgage, transferred to or in trust for the same mortgagees, and as part of their security ; and the sum of twenty-three thousand and fifty-six pounds (being the residue of the said sum of one hundred and thirty-five thousand pounds so raised as aforesaid) was received by the said Duke of Richmond and Christopher Turnor as such trustees as aforesaid :

And whereas the said trustees have, out of the said sum of twenty-three thousand and fifty-six pounds so received by them as aforesaid, appropriated the sum of nine thousand nine hundred and sixty-three pounds eight shillings and eightpence, and have, pursuant to the respective provisions in that behalf contained in the said indenture of resettlement, applied part thereof in redeeming certain family jewels to be held as heirlooms, and in the purchase from the trustee in bankruptcy of the now Earl of Winchilsea of the several freehold hereditaments in the county of Kent hereinbefore referred to (which several hereditaments have by two several indentures dated the twenty-ninth day of December one thousand eight hundred and seventy-six been assured and settled to the uses, and upon the trusts, and with and subject to the powers, provisoes,

A.D. 1877. agreements, and declarations to, upon, with, and subject to which hereditaments purchased with money so raised are under the provisions of the said indenture of resettlement directed to be assured and settled), and in the payment of costs and expenses incurred in or about the raising the said sum of one hundred and thirty-five thousand pounds, and have retained or appropriated the residue of the said sum of nine thousand nine hundred and sixty-three pounds eight shillings and eightpence to complete the purchase of the freehold and copyhold hereditaments in the county of Northampton so agreed to be purchased as herein-before appears, and have invested the sum of thirteen thousand and ninety-two pounds eleven shillings and fourpence (the balance remaining of the said sum of twenty-three thousand and fifty-six pounds after the appropriation and application of such sum as aforesaid), which has not as yet been required for any of the purposes in contemplation of which the same was raised, in the purchase, in their names, of the sum of thirteen thousand eight hundred and eleven pounds and ninepence new three pounds per centum annuities :

And whereas at the time of the raising of the said sum of one hundred and thirty-five thousand pounds it was contemplated to employ thereout a sum not exceeding five thousand pounds, as authorised by the said indenture of resettlement, in getting the bankruptcy of the now Earl of Winchilsea annulled, and to employ the residue, in manner authorised by the same indenture, partly for the purchase of jewels or like articles to be held as heirlooms, and partly for the purchase of lands to be settled as part of the Winchilsea Estates, and in the events which have happened, and in consequence of the pecuniary embarrassment of the said Viscount Maidstone, it is not considered expedient at present to employ any part of such residue or balance for these purposes :

And whereas the said Viscount Maidstone was adjudicated a bankrupt on the fifteenth day of November one thousand eight hundred and seventy-six :

And whereas the said Viscount Maidstone, on the twenty-eighth day of December one thousand eight hundred and seventy-six, intermarried with his present wife Louisa Augusta Viscountess Maidstone (then Louisa Augusta Jenkinson, spinster, a daughter of Sir George Jenkinson, Baronet, and herein-after called the said Viscountess Maidstone), and has since, by an indenture of settlement dated the fifth day of April one thousand eight hundred and seventy-seven, and expressed to be made between the said Viscount Maidstone of the first part, the said Viscountess Maidstone of the second part, and George Bankes Jenkinson and William Stewart Forster of

the third part, exercised to the full extent, in favour of the said Viscountess Maidstone and of his issue by her, the several powers of jointuring and charging portions for younger sons and daughters by the said indenture of resettlement given to him as aforesaid : A.D. 1877.

And whereas under the circumstances herein-before appearing the several charges now subsisting or capable of taking effect in the Winchilsea Estates or part thereof, and having priority over the limitations, powers, and provisions now subsisting in or affecting the Winchilsea Estates by virtue of the said indenture of resettlement, consist of, first, the several charges, by way of mortgage or of a like nature, which are specified in the First Schedule to this Act, all of which charges (except the drainage rentcharges specified in the fourth part of the same schedule) are now consolidated with and included in the said mortgage for one hundred and thirty-five thousand pounds specified in the third part of the same schedule, and, secondly, the several other charges, by way of rentcharges or annuities for life and charges for portions, the particulars whereof are specified in the Second Schedule to this Act, and also the premiums payable during the life of the now Earl of Winchilsea in respect of the several policies of assurance on his life herein-before and next herein-after mentioned, including the premiums payable under the trusts of the said term of two hundred years so limited by the said will of the late Earl of Winchilsea in respect of the said policies bequeathed in trust by the said will and the codicil thereto as aforesaid :

And whereas the several policies of assurance on the life of the now Earl of Winchilsea, herein-before mentioned or referred to either as being comprised in the bequest in trust so contained in the said will and codicil of the late Earl of Winchilsea as aforesaid, or as comprised and forming part of the security for some of the charges by way of mortgage herein-before mentioned (of which said policies the policies comprised in the aforesaid bequest are six, the policy in the Minerva Life Assurance Company for four thousand four hundred pounds, mentioned in the said codicil, having in fact been three policies in that company for sums amounting to four thousand three hundred pounds in all, and the particulars of all which said policies are specified in the Third Schedule to this Act), have been kept on foot up to the present time, and a sum of seventy-six thousand seven hundred and ninety-nine pounds, or thereabouts, would now, in the event of the death of the now Earl of Winchilsea, be receivable under the same policies and be applicable towards satisfaction of the charges on the Winchilsea Estates :

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And whereas certain lands in Northamptonshire, part of the Winchilsea Estates, have been recently contracted to be sold to the Midland Railway Company for a sum to be determined by reference, and not yet ascertained, but which will presumably exceed six thousand pounds, and certain other lands in the county of Leicester, part of the same estates, have been contracted to be sold to the Great Northern Railway Company for the sum of nine hundred and forty pounds fifteen shillings and sevenpence, and under an arrangement for allowing the said companies to have immediate possession the sums of six thousand pounds and eight hundred and forty pounds fifteen shillings and sevenpence have been actually paid by the said companies respectively to the said Duke of Richmond and Christopher Turnor, as trustees of the said indenture of resettlement, on account of the purchase moneys payable under the said contracts respectively, but no conveyance has as yet been made to either company of any of the lands so contracted to be sold :

And whereas the now Earl of Winchilsea (who had not been married previously to his marriage with the now Countess of Winchilsea) has had issue by her four children only, (that is to say,) the said Viscount Maidstone, the Right Honourable Constance Eleanora Caroline Howard (commonly called Lady Constance Eleanora Caroline Howard, formerly Lady Constance Eleanora Caroline Finch Hatton, spinster), who has intermarried with and is now the wife of the Honourable Frederick Charles Howard, and has issue two sons, namely, Gordon Frederick Henry Charles Howard, born on the eighteenth day of May one thousand eight hundred and seventy-three, and Algernon George Mowbray Frederick Howard, born on the fifteenth day of September one thousand eight hundred and seventy-four, and no other child, the Right Honourable Mabel Emily Finch Hatton (commonly called Lady Mabel Emily Finch Hatton), who on the sixth day of July [one thousand eight hundred and seventy-two intermarried with the Right Honourable William George Lord Auckland, and died on the seventh day of November one thousand eight hundred and seventy-two without issue, and the Right Honourable Hilda Jane Sophia Higgins (commonly called Lady Hilda Jane Sophia Higgins, formerly Lady Hilda Jane Sophia Finch Hatton, spinster), who attained her age of twenty-one years on the third day of March one thousand eight hundred and seventy-seven, and who on the twenty-third day of April one thousand eight hundred and seventy-seven intermarried with and is now the wife of Henry Vincent Higgins, and in consequence the now Earl and Countess of Win-

chilsea, the said Viscount Maidstone, the said Lady Constance Eleanor Caroline Howard, Gordon Frederick Henry Charles Howard, and Algernon George Mowbray Frederick Howard, and the said Lady Hilda Jane Sophia Higgins are the only objects now in being of the general discretionary trusts of the said determinable term in favour of the now Earl of Winchilsea and his wife, children, and issue : A.D. 1877.

And whereas the said sum of twenty thousand pounds charged for portions of the younger children of the now Earl of Winchilsea by the now Countess of Winchilsea under the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six, and being one of the charges specified in the Second Schedule to this Act, which sum is raisable, as therein mentioned, only after the death of the now Earl of Winchilsea, is now vested in the several persons and in manner herein-after mentioned ; (that is to say,) one equal third share of the same sum, which was by a deed poll dated the first day of June one thousand eight hundred and seventy-one, under the hand and seal of the now Earl of Winchilsea in exercise of a power of appointment among his younger children given to him by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six, appointed to the said Lady Constance Eleanor Caroline Howard absolutely, has by an indenture dated the said first day of June one thousand eight hundred and seventy-one, and expressed to be made between the said Frederick Charles Howard of the first part, the Right Honourable Henry Earl of Effingham of the second part, the said Lady Constance Eleanor Caroline Howard of the third part, John Henry Bagot Lane, the Honourable Kenneth Howard, George Borthwick, and Edward Hatton Finch Hatton of the fourth part (being a settlement made in consideration of the marriage shortly afterwards solemnized between the said Frederick Charles Howard and Lady Constance Eleanor Caroline his wife), been assigned to and is now vested in the said John Henry Bagot Lane, Kenneth Howard, George Borthwick, and Edward Hatton Finch Hatton, as the trustees of the same last-mentioned indenture of settlement, upon certain trusts thereby declared in favour of the said Frederick Charles Howard and Lady Constance Eleanor Caroline, his wife, and their children, with an ultimate trust, in default of children attaining a vested interest, for the said Lady Constance Eleanor Caroline Howard absolutely if she shall survive the said Frederick Charles Howard, but if she shall die in the lifetime of the said Frederick Charles Howard, then in trust for such person as she shall appoint by will, and in default of and

A.D. 1877. subject to any such appointment, upon trusts corresponding to the ultimate trust in the like event declared, as herein-after mentioned, concerning the like share of the said Mabel Emily Lady Auckland; and one other equal third share of the same sum, which was by a deed-poll dated the third day of July one thousand eight hundred and seventy-two, under the hand and seal of the now Earl of Winchilsea, in exercise of his aforesaid power, appointed to the said Mabel Emily Lady Auckland absolutely, has by an indenture dated the third day of July one thousand eight hundred and seventy-two, and expressed to be made between the said William George Lord Auckland of the first part, the said Mabel Emily Lady Auckland (then Lady Mabel Emily Finch Hatton) of the second part, and George Morland Hutton, George Borthwick, and Edward Hatton Finch Hatton of the third part (being a settlement made in consideration of the marriage shortly afterwards solemnized between the said William George Lord Auckland and Mabel Emily Lady Auckland), been assigned to and is now vested in the said George Morland Hutton, George Borthwick, and Edward Hatton Finch Hatton, as the trustees of the same last-mentioned indenture of settlement, upon the trusts thereby declared, which (in the events which have happened of the death of the said Mabel Emily Lady Auckland without issue and intestate) are trusts for payment of the income of the same share, and the investments representing the same, to the said William George Lord Auckland during his life, and after his death for the person or persons who shall for the time being be entitled to the estates by the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six charged with the said sum of twenty thousand pounds, so that the same third share, in case the same shall not have been raised, shall not be raised, or in case the same shall have been raised, then the same shall be applied in or towards the discharge of some incumbrance or incumbrances upon the said estates charged therewith, or otherwise for the benefit of the person or persons entitled thereto, at the discretion of the said trustees or trustee for the time being of the said indenture of settlement of the third day of July one thousand eight hundred and seventy-two; and the remaining equal third share of the same sum, which was by a deed-poll dated the twenty-first day of April one thousand eight hundred and seventy-seven, under the hand and seal of the now Earl of Winchilsea in exercise of his aforesaid power, appointed to the said Lady Hilda Jane Sophia Higgins absolutely, has by an indenture dated the twenty-first day of April one thousand eight hundred and seventy-seven, and expressed to be made between the said Henry

Vincent Higgins of the first part, the said Lady Hilda Jane Sophia Higgins (then Lady Hilda Jane Sophia Finch Hatton) of the second part, and the Right Honourable Francis William Henry Fane Earl of Westmorland, George Borthwick, and Charles Aloysius Scott Murray of the third part (being a settlement made in consideration of the marriage shortly afterwards solemnized between the said Henry Vincent Higgins and Lady Hilda Jane Sophia Higgins his wife), been assigned to and is now vested in the said Francis William Henry Fane Earl of Westmorland, George Borthwick, and Charles Aloysius Scott-Murray, as the trustees of the same last-mentioned indenture of settlement, upon certain trusts thereby declared in favour of the said Henry Vincent Higgins and Lady Hilda Jane Sophia Higgins, his wife, and their children, with an ultimate trust, in default of children attaining a vested interest, for the said Lady Hilda Jane Sophia Higgins absolutely if she shall survive the said Henry Vincent Higgins, but if she shall die in the lifetime of the said Henry Vincent Higgins, then in trust for such person as she shall appoint by will, and in default of and subject to any such appointment, in trust to pay, assign, or transfer the said one third share of the said Lady Hilda Jane Sophia Higgins unto the trustees or trustee for the time being of the herein-before mentioned settlement of the like share of the said Lady Constance Eleanora Caroline Howard, to be held by them upon and for such of the trusts, intents, and purposes, and with and subject to such of the powers, provisoes, agreements, and declarations, as should be then subsisting and capable of taking effect concerning the premises thereby assigned :

A.D. 1877.

And whereas the said Murray Edward Gordon Finch Hatton, who on the twenty-seventh day of October one thousand eight hundred and seventy-five intermarried with the Honourable Edith Finch Hatton, now his wife (then Edith Harcourt, spinster), has issue one child only, namely, a daughter, Muriel Evelyn Vernon Finch Hatton, born on the nineteenth day of August one thousand eight hundred and seventy-six, and the said Henry Stormont Finch Hatton and Harold Heneage Finch Hatton are both unmarried :

And whereas the net income arising from the Winchilsea Estates amounts to the annual sum of sixteen thousand pounds or thereabouts, and the annual charges on the same income, videlicet, the interest on the aggregate mortgage debt of one hundred and thirty-five thousand pounds and the drainage rentcharges specified in the First Schedule to this Act, the several annual sums, by way of jointure, rentcharge, and annuity, or otherwise, which are now payable in respect of the charges specified in the Second Schedule to

A.D. 1877. — this Act, the annual premiums payable in respect of the policies of assurance specified in the Third Schedule to this Act, and the total annual sum of one thousand five hundred pounds now payable under the provisions of the said indenture of resettlement to the said Viscount Maidstone or his assigns, amount in all to the sum of thirteen thousand seven hundred and fifty-eight pounds, leaving a balance available for the general purposes of the said determinable term of two thousand two hundred and forty-two pounds or thereabouts only :

And whereas it is doubtful whether and how far the parties to the said indenture of resettlement, or any of them, had power to bind the trustees or trustee for the time being of the said determinable term with reference to the making, during the continuance thereof, out of the rents and profits of the Winchilsea Estates, the several payments directed by the said indenture, by way of annuity or rentcharge, or interest on mortgages in respect of the charges thereby created or to be created under the powers of the same indenture, or otherwise to modify the trusts of the said determinable term in such manner as appearing by the same indenture, and in consequence difficulties have arisen, and are likely to arise, as to giving effect to the provisions of the said indenture of resettlement, and otherwise, as to now carrying out the trusts of the said determinable term, and it is very desirable, for the benefit of all persons now interested under the trusts of the said determinable term, that such trusts, as modified by the said indenture of resettlement, should be absolutely confirmed and rendered capable of being carried into execution without difficulty or question :

And whereas the expenses of management of the Winchilsea Estates are considerably increased in consequence of these estates being scattered over three counties, and of the parts of these estates situate in the counties of Northampton and Leicester respectively being not only situate at a considerable distance from the estates in the county of Kent, but also unconnected with each other :

And whereas under the circumstances herein-before appearing it is desirable for the benefit of all parties interested under the said indenture of settlement, and was in fact contemplated at the date of the same indenture, that parts of the Winchilsea Estates should be sold for the purpose of discharging the several charges now existing on the same estates as aforesaid :

And whereas the several powers of leasing, granting licenses to copyholders, enfranchisement, partition, sale, and exchange contained in the said indenture of resettlement do not overreach either the said determinable term and the trusts thereof, or the several

charges for jointures, annuities, and portions, or other charges of a like nature having priority over the said indenture of resettlement, and now subsisting or capable of taking effect in the Winchilsea Estates, or parts thereof, as herein-before appearing, and it is doubtful whether the similar powers given by or by reference to the said indenture of settlement of the eighth day of May one thousand eight hundred and forty-three, and purported to be kept alive by the said indenture of resettlement in manner herein-before appearing (though overreaching some of such prior charges as aforesaid), are now capable of being exercised with reference to the part (being the bulk) of the Winchilsea Estates affected by "The Earl of Winchilsea's Estate Act, 1865," so as to overreach the said determinable term or the trusts thereof, in consequence of the same having been confirmed or created by authority of Parliament under the said Act; and there would also be serious inconvenience and difficulty with reference to the provisions and purposes of the said indenture of resettlement in carrying out and dealing with the proceeds of any sale effected otherwise than under the power of sale therein contained, and under the circumstances aforesaid it is considered that it would be difficult, if not impossible, at present to effect the sale of any part of the Winchilsea Estates under the existing powers in that behalf:

A.D. 1877.

And whereas it is desirable, for giving full effect to the said indenture of resettlement, and for the benefit of all the persons interested thereunder, that the several powers contained therein as last aforesaid, and in particular the power of sale and exchange, should be confirmed and rendered effective, and that all such difficulties as aforesaid with reference to the exercise thereof should be removed:

And whereas the said Murray Edward Gordon Finch Hatton, as the condition of his consenting to this Act, has stipulated that the exercise, during the life of the now Earl of Winchilsea, of the aforesaid power of sale and exchange shall, so far only as relates to such of the Winchilsea Estates as are situate in the county of Kent, be restricted in manner herein-after appearing:

And whereas it is desirable, for simplifying the management of and dealings with the Winchilsea Estates, that provision should be made for enabling the said term of two hundred years in the part of the same estates situate in the county of Leicester, created by the said will of the late Earl of Winchilsea, as herein-before appearing, to be extinguished, and for vesting in the said Duke of Richmond and Christopher Turnor, or other the trustees or trustee for the time being of the said indenture of resettlement, and for

A.D. 1877. the keeping on foot by such trustees or trustee of the said policies of assurance on the life of the now Earl of Winchilsea so bequeathed in trust by the said will and codicils of the late Earl of Winchilsea as aforesaid :

And whereas it would, under the circumstances herein-before appearing, be for the benefit of all the persons interested under the trusts of the said determinable term, and would also conduce to the better management and improvement of the Winchilsea Estates, or such parts thereof as should for the time being remain unsold, that the power in the same indenture contained for the interim investment of moneys to arise from any enfranchisement, partition, sale, or exchange under the powers therein contained should be extended so as to comprise other approved investments bearing a higher rate of dividend or interest than the investments thereby authorised :

And whereas the now Earl of Winchilsea is desirous that instead of the sum of five thousand pounds, or any less sum, being applied, as authorised by the said indenture of resettlement, for the purpose of satisfying his debts and liabilities, and procuring his bankruptcy to be annulled, the trustees or trustee for the time being of the said indenture of resettlement should be authorised, at their or his discretion, to apply all or any part of the moneys to be produced by the sale of the said sum of thirteen thousand eight hundred and eleven pounds and ninepence new three pounds per centum annuities, now representing the residue of the said sum of one hundred and thirty-five thousand pounds so raised as aforesaid, in or towards satisfying all or any of the debts or liabilities of the said Viscount Maidstone, and procuring his bankruptcy to be annulled, or any of such purposes ; and it is considered that such application is consistent with the general objects of the said indenture of resettlement, and will be for the benefit of all the persons interested under the trusts of the said determinable term :

And whereas the several objects herein-before mentioned cannot be effected without the aid and authority of Parliament :

Wherefore Your Majesty's most loyal and dutiful subjects, the now Earl of Winchilsea and the now Countess of Winchilsea, the said Viscount Maidstone and the said Viscountess Maidstone, the said Frederick Charles Howard, on behalf of his said two infant sons Gordon Frederick Henry Charles Howard and Algernon George Mowbray Frederick Howard, the said Lady Constance Eleanora Caroline Howard, and the said Lady Hilda Jane Sophia Higgins, and the said Duke of Richmond and Christopher Turnor, as such trustees as aforesaid, humbly beseech Your Majesty that it may be

enacted; and be it enacted by the Queen's most Excellent Majesty, A.D. 1877.
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; namely,

1. This Act may be cited for all purposes as "The Earl of Win- Short title.
chilsea and Nottingham's Estate Act, 1877."

2. In this Act the following expressions shall have the several Interpreta-
tion clause.
meanings hereby assigned to them, unless there be something in
the subject or context repugnant to such construction:

1. The several expressions "the now Earl of Winchilsea," "the
now Countess of Winchilsea," "the late Earl of Winchilsea,"
"the Countess Dowager of Winchilsea," "the said Viscount
Maidstone," and "the said Duke of Richmond" mean the
several persons referred to under these several expressions
or names in the preamble of this Act:

2. The expression the said "indenture of resettlement" means
the herein-before recited indenture of the twenty-fourth
day of July one thousand eight hundred and seventy-four:

3. The expression "the said determinable term" means the said
term of one hundred years, if the now Earl of Winchilsea
shall so long live, by or by reference to the said indenture
of settlement of the fifth day of August one thousand eight
hundred and forty-six so limited in use to the said Duke
of Richmond and Christopher Turnor, their executors, ad-
ministrators, and assigns, as herein-before appearing:

4. The expression "the Winchilsea Estates" means all the
hereditaments, whether of freehold or copyhold or customary
tenure, comprised or mentioned in the schedule to the said
indenture of resettlement, and all other (if any) the here-
ditaments now subject, either at law or in equity, to the
limitations of the said indenture of resettlement:

5. The expression "the trustees of the resettlement" means the
said Duke of Richmond and Christopher Turnor, 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 indenture of resettlement:

6. The expression "the trustees of the determinable term" means
the said Duke of Richmond and Christopher Turnor, 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 determinable term.

3. The trusts and provisions of or affecting the said determinable Modification
by the re-
settlement of
term which under or by virtue of the said indenture of settlement of

A.D. 1877.

the trusts of
the deter-
minable term
confirmed.

the fifth day of August one thousand eight hundred and forty-six, and the said will of the late Earl of Winchilsea, and "The Earl of Winchilsea's Estate Act, 1865," or any of them, were subsisting or capable of taking effect immediately before the execution of the said indenture of resettlement shall, as from the date of the said indenture of resettlement, be deemed to have been and shall be effectually modified to the extent and in the manner in which the same trusts are purported or expressed to be modified by the same indenture of resettlement, or otherwise in such manner as may be necessary to give full effect to the charges created by or under the authority of and the powers and provisions contained in the said indenture of resettlement.

Confirmation
and exten-
sion of the
powers of
leasing, &c.
contained in
the indenture
of resettle-
ment.

4. The several powers of leasing, granting licenses to copyholders, enfranchisement, partition, and sale and exchange in the said indenture of resettlement contained, and all trusts, powers, and provisions ancillary thereto respectively, are hereby confirmed, and the same several powers shall by virtue of this Act extend and be exerciseable so as to overreach the said determinable term and the trusts thereof (except so far as the same are securities for the interest on the mortgages and other charges specified in the First Schedule to this Act, or on other mortgages now subsisting or hereafter to be created on any part of the Winchilsea Estates), and also (as to such parts of the Winchilsea Estates as may be comprised therein or affected thereby respectively) all and singular the several charges specified in the Second Schedule to this Act, and all other (if any) the charges, uses, estates, or interests now subsisting or hereafter to be created under or by virtue of or in exercise of any power contained in or given by the said indentures of settlement of the eighth day of May one thousand eight hundred and forty-three and the fifth day of August one thousand eight hundred and forty-six, and the said will and codicil of the late Earl of Winchilsea, or any of them, or any prior indenture of settlement in the Winchilsea Estates, or any part or parts thereof (other than and excepting from this present provision all and singular the mortgages and other charges specified in the First Schedule to this Act, and all other mortgages (if any) now subsisting or hereafter to be created in any part of the Winchilsea Estates, and all leases), and for the purpose of giving full effect to the several powers of enfranchisement, partition, sale, and exchange hereby confirmed the provisions in the said indenture of resettlement empowering the trustees on any enfranchisement, partition, sale, or exchange to be made under any of the aforesaid powers to revoke, in manner therein expressed, subsisting uses, trusts, and powers shall be taken to and shall authorise the revoca-

tion, of any such prior or other charge, use, estate, or interest as by virtue of this Act can be overreached by the exercise of such power in the same manner and as fully and effectually as if such charge, use, estate, or interest had been created by the said indenture of resettlement, and thereby made subject to be overreached by the exercise of such power: Provided always, and it is hereby expressly enacted, that during the life of the now Earl of Winchilsea no sale or exchange of such of the Winchilsea Estates as are situate in the county of Kent, or of any part thereof, shall be made either under the power of sale and exchange contained in the said indenture of resettlement, or under any power in that behalf contained in or given by any prior settlement or will, and now capable of being exercised, except with such consent as herein-after mentioned; (that is to say,) the consent of the said Murray Edward Gordon Finch Hatton during his life, and after his death (if he shall die in the lifetime of the now Earl of Winchilsea) the consent of such person (if any), of full age, as in case both the now Earl of Winchilsea and the said Viscount Maidstone were then dead, and there had been a failure of issue male of both their respective bodies, would, under the limitations of the said indenture of resettlement, be for the time being entitled to the possession or the receipt of the rents and profits of the Winchilsea Estates as tenant for life or tenant in tail male by purchase, or the consent of the guardian or guardians for the time being of such person (if any), being a minor, as in the case aforesaid, if then of full age, would for the time being be so entitled as aforesaid, such consent in each instance to be testified by some deed or writing under the hand and seal of the person or persons giving the same.

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5. The power of sale and exchange contained in the said indenture of resettlement, as extended by this Act, shall be exerciseable for the purpose of carrying out the sales so agreed to be made to the Midland Railway Company and the Great Northern Railway Company respectively, as herein-before is mentioned, and the said sums of six thousand pounds and eight hundred and forty pounds fifteen shillings and sevenpence already received, and the residue hereafter to be received of the purchase moneys arising from such sales, shall be applicable in the same manner in all respects in which the same would, under the joint operation of the said indenture of resettlement and this Act, be applicable if the aforesaid sales had been made or agreed to be made after the passing of this Act, and under the authority thereof.

Extended powers of sale made applicable to the sales already agreed to be made to the Midland and Great Northern Railway Companies.

6. Whenever upon any enfranchisement, partition, sale, or exchange made under the respective powers in that behalf contained

Charges overreached to continue

A.D. 1877.
 ———
 until satisfied
 charged in
 equity upon
 the moneys
 produced or
 heredita-
 ments ac-
 quired under
 the powers of
 the indenture
 of resettle-
 ment.

in the said indenture of resettlement any of the charges specified in the Second Schedule to this Act, or any such other charge as but for this Act could not have been overreached by the exercise of such power, which may for the time being affect the manor of which the hereditaments so enfranchised shall have been holden, or the hereditaments so to be sold or parted with on partition or in exchange respectively shall have been overreached by the exercise of such power, then and in each such case the net moneys to be received by the trustees of the resettlement upon such enfranchisement, partition, sale, or exchange (after payment thereof of all costs attending the same), and the interim investments for the time being representing such net moneys, and also the hereditaments in the purchase of which such net moneys shall be invested, and also any hereditaments to be taken upon such enfranchisement or partition or in exchange for the hereditaments so parted with, shall (subject and without prejudice to any prior charge then affecting the manor of which the hereditaments so enfranchised shall have been holden, or the hereditaments so sold or parted with upon partition or in exchange respectively, and to the satisfaction of such prior charge out of any such moneys as aforesaid, and so that when two or more charges shall have been so overreached as aforesaid every prior charge shall under the present provision have priority over every subsequent charge in respect of the moneys, investments, and hereditaments hereby made subject thereto respectively) be and continue in equity (unless and until a substituted security for any charge so overreached shall have been created in manner herein-after provided, or such charges shall have otherwise been satisfied or determined) charged with and subject to the charge so overreached in the same manner and to the same extent (so nearly as the nature of the property charged will admit) in and to which the manor of which the hereditaments so enfranchised shall have been holden, or the hereditaments so sold or parted with on partition or exchange respectively shall have been so charged and subject immediately before the making of such enfranchisement, partition, sale, or exchange respectively.

Substituted
 securities
 may be
 created for
 any charges
 to be over-
 reached
 under this
 Act.

7. The trustees of the resettlement may, if they think fit, but with such consent in each case as is specified in the next following section of this Act, at any time or times, either before or after any of the charges specified in the Second Schedule to this Act, or any other charge for the time being affecting the Winchilsea Estates, or any part thereof, and authorised under this Act to be overreached, shall have been overreached, wholly or in part, by the exercise of any of the aforesaid powers of enfranchisement, partition, sale, and

exchange, provide a substituted security for any such charge, or any part of such charge, by one or other, or partly by one and partly by the other, of the two means herein-after specified; (that is to say,) A.D. 1877.

(a.) The trustees of the resettlement may, out of any moneys arising from any enfranchisement, partition, sale, or exchange made under the aforesaid several powers in that behalf, or any stocks, funds, shares, or securities in or upon which such moneys may for the time being be invested, or any other moneys, stocks, funds, shares, or securities for the time being subject to the trusts or provisions of the said indenture of resettlement, appropriate such an amount of moneys, stocks, funds, shares, or securities as they shall consider sufficient as the substituted security for any charge or part of a charge so to be provided for; and shall after such appropriation retain, with reference to the fund so to be appropriated, the same powers of investment and varying investments as would be applicable thereto under the said indenture of resettlement and this Act if the same had not been so appropriated; and shall hold the fund so to be appropriated, and the investments for the time being representing the same, and the income thereof, upon trust for answering or satisfying thereout the charge or part of a charge as the security for which the same shall have been appropriated, and subject to the trust aforesaid, and to the full satisfaction thereout of such charge or part of a charge, shall hold the same trust premises upon the trusts, and with and subject to the powers, provisoes, agreements, and declarations which under the said indenture of resettlement and this Act would have been applicable to such fund and the income thereof if the same had not been so appropriated:

(b.) The trustees of the resettlement may provide the substituted security for such charge or part of a charge by charging the same upon any part or parts of the Winchilsea Estates (whether previously subject to such charge or not, and so that this power may be exercised for the purpose of charging any such charge on part only of the hereditaments previously charged therewith in exoneration and discharge therefrom of the remainder of the hereditaments so previously charged), or upon any other hereditaments for the time being subject to the subsisting limitations of the said indenture of resettlement, in the same manner, so nearly as may be, in which such charge

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was previously charged or secured upon the hereditaments then forming the security for the same, and may for the purpose of creating such substituted security execute and do all such assurances and things as they may consider necessary or proper, and may for such purpose exercise the same or the like powers of revocation and appointment with reference to the hereditaments to form the subject of such security, and, so far as may be necessary, to give effect to such security, as are under the said indenture of resettlement and this Act made exerciseable by them for effecting a sale or exchange under the aforesaid powers in that behalf;

and when and so soon as the creation of any such substituted security as authorised by this section shall have been provided in manner aforesaid, the charge or part of a charge for which such substituted security shall be provided shall, so far as regards any hereditaments or other property then charged therewith which shall not be included in or form the subject of such substituted security, be absolutely satisfied, discharged, and determined: Provided always, that the appropriation of any such fund, or the creation of any such new charge as aforesaid by way of substituted security, shall be subject and without prejudice to any other charge then subsisting in or affecting all or any part of the fund or hereditaments forming the subject of such substituted security, and having priority over the charge in respect of which or of part whereof such substituted security shall be provided.

Consents required for providing substituted securities.

8. The consent required by the last preceding section to providing a substituted security for any such charge as therein mentioned shall in the several cases herein-after specified be given by the following persons respectively; (that is to say,) as regards the life annuity of four hundred pounds of Lady Louisa Finch Hatton (mentioned in the Second Schedule to this Act), such consent shall be given by the said Lady Louisa Finch Hatton; and as regards the jointure rentcharge of two thousand pounds of the Countess Dowager of Winchilsea (also mentioned in the same schedule), such consent shall be given by the said Countess Dowager; and as regards the portion of five thousand pounds of the said Harold Heneage Finch Hatton (also mentioned in the same schedule), such consent shall be given by the said Harold Heneage Finch Hatton after he shall have attained the age of twenty-one years, his executors or administrators; and as regards the pin money of four hundred pounds per annum and the jointure rentcharge of two thousand pounds of the now Countess of Winchilsea (also both

mentioned in the same schedule), such consent shall be given by the now Countess of Winchilsea; and as regards the equal third share, formerly of the said Lady Constance Eleanora Caroline Howard, in the sum of twenty thousand pounds charged for portions of the younger children of the now Earl and Countess of Winchilsea (as mentioned in the same schedule), such consent shall be given by the trustees or trustee for the time being of the marriage settlement, dated the first day of June one thousand eight hundred and seventy-one, of the said Lady Constance Eleanora Caroline Howard, and also by the said Frederick Charles Howard and Lady Constance Eleanora Caroline Howard, or the survivor of them, if then living; and as regards the equal third share, formerly of the said Mabel Emily Lady Auckland, in the same sum of twenty thousand pounds, such consent shall be given by the trustees or trustee for the time being of her marriage settlement, dated the third day of July one thousand eight hundred and seventy-two, and also by the said William George Lord Auckland, if then living; and as regards the remaining equal third share in the said sum of twenty thousand pounds, such consent shall be given by the trustees or trustee for the time being of the marriage settlement, dated the twenty-first day of April one thousand eight hundred and seventy-seven, of the said Lady Hilda Jane Sophia Higgins, and also by the said Henry Vincent Higgins and the said Lady Hilda Jane Sophia Higgins, or the survivor of them, if then living; and as regards any other charge for which such substituted security may be provided, such consent shall be given by the person or persons for the time being beneficially interested in such charge, either absolutely or contingently, if of full age, and by the father or other guardian or guardians for the time being of any infant so interested; and such consent shall in every case be testified by the execution of some deed or instrument in writing under the hand and seal of the person or persons giving such consent, and until such consent shall have been given and testified as aforesaid, the substituted security in respect of which such consent is required shall not be considered to have been provided within the meaning of the last preceding section.

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9. Except as by this Act otherwise expressly provided, the determinable term, and the trusts and provisions affecting the same, shall remain valid and operative to the same extent and take effect in the same manner as if this Act had not been passed, and the same trusts and provisions (subject to such modification thereof as has been or is made either by the said indenture of resettlement

Trusts of determinable term confirmed, and moneys arising from sales, &c. to be settled accordingly.

A.D. 1877. or by this Act) shall extend and be applicable as well to the rents and profits to arise during the life of the now Earl of Winchilsea from the Winchilsea Estates, or so much thereof as shall not for the time being have been sold or otherwise disposed of under any of the aforesaid powers of enfranchisement, partition, sale, and exchange, as also to the rents and profits to arise during the life of the now Earl of Winchilsea from any other manors, lands, or hereditaments to be hereafter purchased or acquired under any of the powers or provisions of the said indenture of resettlement or so much thereof as shall not for the time being have been so sold or disposed of as aforesaid, and also (but subject and without prejudice to the application of such moneys for any purposes authorised by the said indenture of resettlement or this Act) to the income to arise during such life from the net moneys to be received by the trustees of the resettlement in respect of any enfranchisement, partition, sale, or exchange under the aforesaid powers respectively, and any other moneys for the time being subject to the trusts and provisions of the said indenture of resettlement, and from any stocks, funds, shares, or securities in or upon which any such moneys may for the time being be invested; and, during the life of the now Earl of Winchilsea, any settlement to be made under the provisions of the said indenture of resettlement of any manors, lands, or hereditaments so purchased or acquired as aforesaid shall be made in such a manner as to vest the same, either at law or in equity, in the trustees of the determinable term for the residue of the same term, and upon the trusts and subject to the provisions for the time being applicable to the hereditaments comprised in the said determinable term, and so that any term to be limited or created under this present provision by any settlement so to be made as aforesaid, and the trusts thereof, shall precede and have priority to all the uses or trusts, powers, provisoes, agreements, and declarations to be limited or declared in pursuance of the provisions in that behalf contained in the said indenture of resettlement in and by any settlement so to be made, but shall be subject to be overreached by any future exercise of any of the powers of leasing, enfranchisement, partition, sale, and exchange contained in the said indenture of resettlement, and to be incorporated by reference in any settlement so to be made as aforesaid: Provided always, that the provisions of this present section shall not extend nor be applicable either to the advowsons now forming part of the Winchilsea Estates (the same not being now comprised in or subject to the trusts of the said determinable term), or to any moneys produced by sale or received on exchange of any such advowson, or to any hereditaments to be purchased

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with such moneys or acquired in exchange for any such advowson, or to any moneys, stocks, funds, shares, or securities representing such moneys.

10. It shall be lawful for the trustees or trustee for the time being of the said will and codicil of the late Earl of Winchilsea, or other the person or persons in whom the policies of assurance on the life of the now Earl of Winchilsea so bequeathed in trust by the said will and codicil as aforesaid (being six of the policies mentioned in the Third Schedule to this Act) may for the time being be legally vested (if they or he think fit so to do), at any time after the passing of this Act, and during the life of the now Earl of Winchilsea, by deed, to assign the said policies of assurance, and all moneys (including any bonuses and additions) assured thereby or to become payable thereunder to the trustees of the determinable term; and from and after the making of such assignment the person or persons by whom the same shall be made, and their or his heirs, executors, administrators, estates, and effects, and also the trustees or trustee for the time being of the term of two hundred years by the said will limited in use to the said Daniel Finch and John Pemberton Plumptre, their executors, administrators, and assigns, in the estates in the county of Leicester thereby devised as aforesaid, and their or his heirs, executors, administrators, estates, and effects, shall be absolutely released and discharged from all claims, demands, and liability whatsoever in respect of the said policies of assurance so to be assigned, and the moneys assured thereby or to become payable thereunder, or any part thereof, or in respect of the trusts of the said term of two hundred years, or any other trust or provision in the said will and codicil, or either of them, contained, for the keeping on foot of the said policies, or otherwise in relation to the premises; and from and immediately after the making of such assignment, the said term of two hundred years shall become a satisfied term, and absolutely cease and determine accordingly; and all costs and expenses of making and completing such assignment as aforesaid, and also all such other costs and expenses (if any) which at or previously to the making of such assignment may have been properly incurred, either by the persons or person by whom such assignment shall be made, or by the said trustees or trustee for the time being of the said term of two hundred years, in relation to the said policies of assurance, or any of them, or in or about the execution of the trusts of the same term, or otherwise in relation to the premises, shall, when and so soon as such assignment shall have been made, be considered as costs and expenses duly incurred in or about the

Policies on life of now Earl of Winchilsea bequeathed in trust by the late Earl may be assigned to the trustees of the determinable term whereupon the 200 years term in the Leicestershire Estates shall determine.

A.D. 1877. execution of the trusts of the said indenture of resettlement, and be paid and discharged accordingly by the trustees of the resettlement out of any moneys applicable for the payment of such costs and expenses as last aforesaid.

Policies when assigned to be kept up and remain subject to the trusts of the will and codicil of the late Earl of Winchilsea.

11. If and when the said policies of assurance on the life of the now Earl of Winchilsea shall have been assigned to the trustees of the determinable term, as authorised by the last preceding section, and from thenceforth, during the life of the now Earl of Winchilsea, the trustees of the determinable term shall, out of the rents and profits of the hereditaments for the time being comprised in or subject to the trusts of the same term and any other income applicable under the provisions of this Act, or otherwise, for the same purposes for which such rents and profits shall for the time being be applicable (but subject and without prejudice to the payment, out of such rents, profits, and income, of all such outgoings and annual sums and interest and premiums on other policies as may, under the provisions of "The Earl of Winchilsea's Estate Act, 1865," and the said indenture of resettlement and this Act, or any of them, be for the time being charged upon and payable out of such rents, profits, and income), pay all such premiums and other moneys as may be necessary or proper for keeping on foot the said policies of assurance so assigned as aforesaid, or any of them, and shall stand possessed of the same policies of assurance, and all moneys assured thereby or to become payable thereunder, upon the trusts and subject to the provisions for the time being applicable thereto under and by virtue of the said will and codicil of the late Earl of Winchilsea.

Extension of powers of investment.

12. Any moneys authorised under any of the provisions of the said indenture of resettlement to be invested, whether by way of interim investment or otherwise, in or upon Government or real securities may be invested in or upon any of the stocks, funds, shares, or securities herein-after mentioned ; (that is to say,)

(a.) Any of the public stocks or funds, or Government securities of the United Kingdom or India, or metropolitan consolidated stock, or any securities the interest of which is or shall be guaranteed by Parliament, or stock of the Bank of England :

(b.) Mortgages of any messuages, lands, or hereditaments situate in England, Wales, or Ireland, and being either freehold or copyhold of inheritance, or held for a term of which not less than fifty years shall be unexpired at the date of the advance :

(c.) Mortgages of a policy or policies of assurance on the life of any person for a sum or aggregate sum exceeding the sum advanced, and of some estate or interest for the life of such person, or for a term of years, determinable on the death of such person, in or some rentcharge or annuity for such life or term charged upon or payable out of any such freehold, copyhold, or leasehold hereditaments as aforesaid : A.D. 1877.

(d.) Any mortgages, debentures, or debenture stock, or guaranteed or preference stock or shares, of any company incorporated by charter or Private Act of Parliament, carrying on its principal business in the United Kingdom, and actually paying dividends on its ordinary stock or shares at the date of investment ;

and all the provisions as to the investment and varying investments contained in the said indenture of resettlement shall be construed and take effect in the same manner in all respects as if all the investments authorised by this section had been expressly included in the investments so authorised by the said indenture of resettlement as aforesaid.

13. The trustees of the resettlement may, with the consent in writing of the now Earl of Winchilsea and the said Viscount Maidstone, or the survivor of them (if such trustees shall in their absolute discretion think fit, but not so as to render it in any manner obligatory on them so to do), in lieu of applying in manner authorised by the said indenture of resettlement the sum of five thousand pounds, or any part thereof, for paying, compounding, or otherwise satisfying such debts or liabilities of the now Earl of Winchilsea as therein mentioned, and procuring his bankruptcy to be annulled or superseded, apply all or such part or parts as they, the trustees of the resettlement, shall think fit of the moneys to be produced by the sale of the said sum of thirteen thousand eight hundred and eleven pounds and ninepence new three pounds per centum annuities now standing in their names as aforesaid (and for that purpose to sell the same annuities or any part thereof) for the purpose of paying, compounding for, or otherwise satisfying, upon any terms and in any manner which they shall in their discretion think fit, all or any of the debts or other liabilities at the time of the passing of this Act owing from or incurred by the said Viscount Maidstone, and for the purpose of procuring his bankruptcy to be annulled or superseded, or for any of such purposes : Provided always, that nothing in this present section shall give any creditor of the said Viscount Maidstone any lien or charge upon

Power to apply the proceeds of the 13,811*l.* 0*s.* 9*d.* new 3*l.* per centum annuities in getting the bankruptcy of Viscount Maidstone annulled.

A.D. 1877. the said sum of thirteen thousand eight hundred and eleven pounds and ninepence new three pounds per centum annuities, or the proceeds of the sale thereof, or any other right, interest, or claim whatsoever which such creditor would not have possessed if this Act had not been passed.

Powers of applying moneys for annulling the bankruptcies of the now Earl of Winchilsea and Viscount Maidstone not to be both exerciseable.

14. The power given by the said indenture of resettlement as aforesaid of applying the sum of five thousand pounds, or any part thereof, for the payment and satisfaction of the debts and liabilities of the now Earl of Winchilsea, and procuring his bankruptcy to be annulled or superseded as aforesaid, and the power given by the last preceding section of applying all or any part of the proceeds of sale of the said sum of thirteen thousand eight hundred and eleven pounds and ninepence new three pounds per centum annuities in a similar manner in favour of the said Viscount Maidstone shall not both be exerciseable; but when and so soon as either of such powers shall have been exercised to any extent whatever the other of such powers shall be absolutely determined and cease to be exerciseable, and in the meantime, and until one of such powers shall have been exercised to some extent, the trustees of the resettlement shall have and retain absolute discretion as to which or whether either of such powers shall be exercised by them.

Powers for raising and applying moneys not to be prejudiced by exercise of like powers now given in favour of Viscount Maidstone.

15. The application under the power herein-before given of all or any part of the proceeds of sale of the said sum of thirteen thousand eight hundred and eleven pounds and ninepence new three pounds per centum annuities in favour of the said Viscount Maidstone as aforesaid shall not be taken to prejudice, exhaust, or diminish to any extent any of the powers contained in the said indenture of resettlement of raising and applying for any of the purposes therein authorised such sums of money as therein mentioned (other than and except the power of applying the said sum of five thousand pounds, or any part thereof, in favour of the now Earl of Winchilsea in manner aforesaid); but such and so much of the sums raisable and applicable under any of such other powers as may not have been actually applied for the respective purposes for which the same are so authorised to be raised and applied shall still continue raisable and applicable accordingly.

Lord Maidstone's charging powers to be reduced if more than 5,000*l.* expended for his benefit.

16. In case, under the power given by section thirteen of this Act, any sum exceeding five thousand pounds shall be applied in favour of the said Viscount Maidstone as aforesaid (including for this purpose in the sum so applied all costs and expenses to be incurred by the trustees of the resettlement in or about such application, and the carrying out and effecting any of the purposes for

which such moneys shall be so applied), then and in such case the sum of thirty thousand pounds or fifty thousand pounds (as the case may be) which the said Viscount Maidstone, if he shall survive the now Earl of Winchilsea, is under the provisions of the said indenture of resettlement empowered to charge for his own benefit be reduced in manner and to the extent following; (that is to say,) for every one hundred pounds over and above the sum of five thousand pounds which shall be so applied as aforesaid, the sum of thirty thousand pounds, or fifty thousand pounds, as the case may be, so chargeable by the said Viscount Maidstone for his own benefit shall, in case such power of charging shall become exerciseable, be reduced by the sum of one hundred pounds, and so in proportion for any fractional part of the sum of one hundred pounds (over and above the sum of five thousand pounds) which shall be applied as aforesaid.

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17. The trustees of the resettlement shall within one year after any moneys shall, under the power given by section thirteen of this Act, have been applied in favour of the said Viscount Maidstone as aforesaid, by writing under their hands attested by at least one witness, and the writing to be enrolled in the Chancery Division of the High Court of Justice, certify the amount so expended by them (inclusive of all such costs and expenses as aforesaid), and such certificate shall, with reference to the provisions of the last preceding section, be conclusive evidence as to the amount so applied, and be binding on all persons interested under the said indenture of resettlement and this Act, or either of them.

Amount expended to be certified by trustees.

18. It shall be lawful for the trustees of the resettlement, and they are hereby directed and required, to pay and defray out of any capital moneys for the time being in their hands as such trustees, and not immediately required for any other purpose, or out of moneys to be raised for that purpose under the power of raising money by mortgage contained in the said indenture of resettlement, all or any of the costs and expenses of or in anywise relating to the applying for and obtaining and passing this Act, and they, the said trustees, are hereby expressly empowered to exercise their own discretion, and without any consent or request by any other person the aforesaid power of raising money by mortgage for the purpose of raising any moneys which it may in their opinion be necessary or convenient to raise for or towards the payment of such costs and expenses as aforesaid, or of any part thereof.

Provision for defraying the costs of the Act.

19. And whereas the said Henry Stormont Finch Hatton is now abroad, and his consent to this Act has not been proved, therefore this Act shall not be of any avail as against the said Henry Stormont

Consent of the Honourable Henry Stormont

A.D. 1877.
 Finch Hat-
 ton to this
 Act to be
 obtained.

Finch Hatton, or his sons, or the heirs male of their respective bodies, or his or their respective assigns, or any of them, unless or until he, the said Henry Stormont Finch Hatton, signifies his consent to this Act by writing under his hand, attested by at least one witness, and the writing to be enrolled in the Chancery Division of the High Court of Justice within three years after the passing of this Act, and after the enrolment of the consent of the said Henry Stormont Finch Hatton such consent shall be deemed part of this Act, and be as binding and conclusive upon him and his sons hereafter to be born, and the heirs of their respective bodies, and his and their respective assigns, as if the consent had been obtained before the passing of this Act, and the consent may be given in the form or to the effect following; (to wit,)

“I, Henry Stormont Finch Hatton, do hereby consent to the
 “Earl of Winchilsea's Estate Act, 1877.”

General
 savingclause.

20. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all persons and bodies politic and corporate, and their respective heirs, successors, executors, and administrators, (other than the several persons by this Act expressly excepted out of this general saving,) all such estate, right, title, interest, claim, and demand whatsoever in, to, or out of the estates comprised in the said indenture of resettlement, or any part thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed if this Act had not been made.

Exceptions
 out of gene-
 ral saving.

The following persons are excepted out of the general saving in this Act, and accordingly are the only persons bound by this Act; (that is to say,)

- (1.) The now Earl of Winchilsea :
- (2.) The now Countess of Winchilsea :
- (3.) The said Viscount Maidstone :
- (4.) The said Viscountess Maidstone and the issue of the said Viscount Maidstone by his present marriage, and George Bankes Jenkinson and William Stewart Forster as the trustees of the herein-before mentioned indenture of settlement dated the fifth day of April one thousand eight hundred and seventy-seven, and every other person claiming or to claim under the same indenture of settlement in respect of the several powers of jointuring and charging portions for younger sons and daughters by the said indenture of resettlement given to the said Viscount Maidstone :
- (5.) The said Frederick Charles Howard and Lady Constance Eleanora Caroline Howard, his wife, and their said two

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sons, Gordon Frederick Henry Charles Howard and Algernon George Mowbray Frederick Howard, and their other issue hereafter to be born, and the said John Henry Bagot Lane, Kenneth Howard, George Borthwick, and Edward Hatton Finch Hatton, as the trustees of the herein-before mentioned marriage settlement, dated the first day of June one thousand eight hundred and seventy-one, of the said Lady Constance Eleanora Caroline Howard, and every other person claiming or to claim under the same last-mentioned settlement in respect of the portion of the said Lady Constance Eleanora Caroline Howard appointed by the said deed poll of the first day of June one thousand eight hundred and seventy-one :

(6.) The said William George Lord Auckland, and the said George Morland Hutton, George Borthwick, and Edward Hatton Finch Hatton, as the trustees of the marriage settlement, dated the third day of July one thousand eight hundred and seventy-two, of the said Mabel Emily Lady Auckland, deceased, and every other person claiming or to claim under the same last-mentioned settlement in respect of the portion of the said Mabel Emily Lady Auckland appointed by the said deed poll of the third day of July one thousand eight hundred and seventy-two :

(7.) The said Henry Vincent Higgins and Lady Hilda Jane Sophia Higgins, his wife, and the issue of their present marriage, and Francis William Henry Fane Earl of Westmorland, George Borthwick, and Charles Aloysius Scott Murray, as the trustees of the herein-before mentioned indenture of settlement, dated the twenty-first day of April one thousand eight hundred and seventy-seven, of the said Lady Hilda Jane Sophia Higgins, and every other person claiming or to claim under the same last-mentioned settlement in respect of the portion of the said Lady Hilda Jane Sophia Higgins appointed by the said deed poll of the twenty-first day of April one thousand eight hundred and seventy-seven :

(8.) Every or any future wife of the now Earl of Winchilsea, and all children now born or hereafter to be born of the now Earl of Winchilsea, in respect of their respective claims or interests either under the trusts of the said determinable term or under any future exercise by the now Earl of Winchilsea of his powers of jointuring and charging for portions :

(9.) The first and other sons of the said Viscount Maidstone, and the heirs male of their respective bodies :

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- (10.) The second and other sons hereafter to be born of the now Earl of Winchilsea, and the heirs male of their respective bodies :
- (11.) The said Murray Edward Gordon Finch Hatton, and his first and other sons, and the heirs male of their respective bodies :
- (12.) The said Henry Stormont Finch Hatton, and his first and other sons, and the heirs male of their respective bodies :
- (13.) The said Harold Heneage Finch Hatton, and his first and other sons, and the heirs male of their respective bodies :
- (14.) Every person not herein-before specifically mentioned or referred to claiming or to claim any estate, right, or interest under or by virtue of any exercise either by the said Viscount Maidstone, or by the said Murray Edward Gordon Finch Hatton, or by the said Henry Stormont Finch Hatton, or by the said Harold Heneage Finch Hatton, of the respective powers of jointuring and charging for portions given to them respectively by the said indenture of resettlement, and also every person hereafter to claim under or by virtue of any exercise by the said Viscount Maidstone of the power of charging for his own benefit given to him by the said indenture of settlement in the event of his surviving the now Earl of Winchilsea :
- (15.) All and every the persons now claiming or hereafter to claim under or by virtue or in respect of or by reference to any of the uses or estates limited by the said indenture of resettlement subsequent to the uses or estates in tail male thereby limited to the first and other sons of the said Harold Heneage Finch Hatton, or under or by virtue of the exercise of the powers of appointment by the said indenture of resettlement given to the now Earl of Winchilsea and the said Viscount Maidstone, and to the said Viscount Maidstone (if he shall survive the now Earl of Winchilsea), and taking effect after the failure or determination of such uses or estates in tail male as aforesaid, or of any power of jointuring and charging for portions or otherwise annexed to any such subsequent use or estate, or under or by virtue or in respect of any trust or equitable interest declared or limited by the said indenture of resettlement by reference to such subsequent uses or estates as aforesaid :
- (16.) The Countess Dowager of Winchilsea :
- (17.) The said Lady Louisa Finch Hatton in respect of her annuity of four hundred pounds :

- (18.) The said John Morland Rice and Edward Hatton Finch A.D. 1877.
Hatton, and other the trustees or trustee for the time being
of the said will and codicil of the late Earl of Winchilsea,
and of the said term of two hundred years by the said will
limited in use to the said Daniel Finch and John Pember-
ton Plumptre, their executors, administrators, and assigns,
in the estates in the county of Leicester, devised thereby as
aforesaid in respect of the same term and the trusts thereof,
and of the said policies of assurance on the life of the now
Earl of Winchilsea so bequeathed in trust by the said will
and codicil as aforesaid :
- (19.) The said Duke of Richmond and Christopher Turnor, both
as trustees of the said determinable term and as trustees of
the said indenture of resettlement :
- (20.) Every person not herein-before specifically mentioned or
referred to in whom any estate, term, or interest in the
Winchilsea Estates, or any part thereof, as a trustee for or
for the benefit of any person bound by this Act in respect
of such estate, term, or interest :
- (21.) The respective heirs, executors, administrators, or assigns
of the several persons aforesaid in respect of the several
estates, rights, or interests of such persons respectively.

21. 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 as 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 evidence.

A.D. 1877.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

LIST of MORTGAGES and CHARGES of the same nature affecting the
WINCHILSEA ESTATES.

PART I.

CHARGES prior to the RESETTLEMENT of the 24th July 1874.

Amount.	Nature of Charge.	Date of Security.	Property charged.
£ 27,000	Mortgage for 3,000 years term.	6 May 1843	- Estates in Kent comprised in the settlement of 5th August 1846.
5,000	Mortgage for 1,000 years term for raising the portion of the Honourable Henry Stormont Finch Hatton, which portion was raisable under the trusts of a 2,000 years term created by the settlement dated 16th October 1849 made by the late Earl of Winchilsea on his third marriage in exercise of powers of jointuring and charging portions created by a settlement of 23rd July 1814.	24 June 1874	- Part of the Northamptonshire Estates comprised in the settlement of 5th August 1846.
5,000	Mortgage for 1,500 years term for raising the portion of Lady Evelyn Georgiana Finch Hatton, raisable as above under the settlement of 16th October 1849.	11 November 1875	Same as last.
6,600	Mortgage in fee - -	10 July 1849	- Estates in Kent devised by the will of the late Earl of Winchilsea.

(Signed) RALPH BURCH.

THE FIRST SCHEDULE (PART I.)—*continued.*

A.D. 1877.

Amount.	Nature of Charge.	Date of Security.	Property charged.
£ 2,400 10,000	Further charge - - Mortgage in fee - -	15 August 1850 - 7 March 1850 -	Same as last. Estates in Northampton- shire devised by the will of the late Earl of Winchilsea, and poli- cies for £9,999 on the life of the now Earl of Winchilsea.
50,000	Mortgage under "Earl of " Winchilsea's Estate " Act, 1865."	22 December 1865	Estates comprised in settlement of 1846, except advowsons for the life of the now Earl of Winchilsea and policies on his life for £55,000.
684	Further charge under same.	9 March 1867 -	
£106,684			

(Signed) RALPH BURCH.

PART II.

CHARGES for TEMPORARY LOANS effected under the RESETTLEMENT of
24th July 1874.

Amount.	Nature of Charge.	Date of Security.	Property charged.
£ 3,700	Equitable mortgage -	11 December 1874	All the Winchilsea Estates.
1,150	Ditto - -	25 May 1875 -	The same.
410	Ditto - -	14 June 1875 -	The same.
£5,260			

(Signed) RALPH BURCH.

PART III.

MORTGAGE created under the RESETTLEMENT of 24th July 1874, including
and consolidating all the above-mentioned charges.

Amount.	Nature of Charge.	Date of Security.	Property charged.
£ 135,000	Mortgage in fee - -	21 January 1876 -	All the Winchilsea Estates.

(Signed) RALPH BURCH.

A.D. 1877.

FIRST SCHEDULE—*continued.*

PART IV.

DRAINAGE RENTCHARGES created under the provisions of the LANDS IMPROVEMENT COMPANY'S ACTS and charged by Orders of the INCLOSURE COMMISSIONERS.

Amount of Rentcharge.	Duration of Rentcharge.	Date of Order.	Property charged.
£ s. d.			
37 7 6	December 1884	31 December 1859	Parts of the Winchilsea Estates specified in these orders, situate in the county of Northampton.
16 15 6	December 1884	2 August 1860 -	
30 9 10	September 1886	4 November 1861	Parts of the Winchilsea Estates specified in these orders, situate in the county of Kent.
58 9 4	September 1887	6 December 1862	
47 11 4	June 1885 -	2 August 1860 -	Parts of the Winchilsea Estates specified in these orders, and situate in the county of Northampton.
57 2 10	March 1886 -	11 April 1861 -	
50 14 2	June 1886 -	26 August 1861 -	
59 11 —	March 1887 -	20 March 1862 -	
157 19 2	March 1889 -	26 May 1864 -	
<u>£516 — 8</u>			
38 16 10	December 1899	1 February 1875	Parts of the Winchilsea Estates specified in this order, and situate in the county of Northampton.
43 16 10	June 1900 -	8 September 1875	Parts of the Winchilsea Estates specified in this order, and situate in the county of Kent.
<u>£82 13 8</u>			

(Signed) RALPH BURCH.

THE SECOND SCHEDULE.

A.D. 1877.

LIST of CHARGES (other than charges of the nature of Mortgages) having priority over the RESETTLEMENT of 24th July 1874, and not including any PREMIUMS payable on the POLICIES comprised in the next Schedule.

Amount and Nature of Charge.	Date of Instrument creating Charge.	Property charged.
Annuity of £400 payable to Lady Louisa Finch Hatton for life.	25 May 1840 -	Estates in Leicestershire devised by the will of the late Earl of Winchilsea.
Jointure rentcharge of £2,000 payable to the Countess Dowager of Winchilsea for life under the settlement of 16th October 1849.	16 October 1849	Part of the Northamptonshire Estates comprised in the settlement of 5th August 1846.
Portion of £5,000 raisable under the same settlement for the Honourable Harold Heneage Finch Hatton (now 20) on attaining 21.	16 October 1849	Same as last.
£400 per annum pin-money, payable under settlement of 1846 to the now Countess of Winchilsea during joint lives of herself and the now Earl of Winchilsea.	5 August 1846	All the estates comprised in the settlement of 5th August 1846 except advowsons.
Jointure rentcharge of £2,000 payable under the same settlement to the now Countess of Winchilsea after the death of the now Earl of Winchilsea for the remainder of her life.	Same - -	Same.
£20,000 charged under the same settlement for portions of the younger children of the now Earl and Countess of Winchilsea and raisable after and bearing interest from the death of the now Earl.	Same - -	Same.

(Signed) RALPH BURCH.

THE THIRD SCHEDULE.

LIST and PARTICULARS of POLICIES on the LIFE of the now EARL OF WINCHILSEA, the moneys assured whereby will be applicable towards satisfaction of the charges on the WINCHILSEA ESTATES.

Amount Assured.	Name of Assurance Office.	Date of Policy.	No. of Policy.	Annual Premium.	Observations.
£ 1,000	Eagle Life Assurance Company.	10 February 1844.	76,522	£ s. d. 22 10 0	These 6 policies are the policies comprised in the mortgage dated 7th March 1850 for £10,000.
999	Ditto ditto -	6 November 1848.	75,590	21 17 6	
1,500	London and Provincial Law Assurance Society.	26 April 1848.	268	41 0 0	
2,000	Law Life Assurance Society.	6 March 1850.	13,797	59 16 8	
3,500	London and Provincial Law Assurance Society.	15 March 1850.	466	100 6 8	
1,000	Economic Life Assurance Society.	4 March 1850.	9,125	27 13 9	
3,000	Law Life Assurance Society.	5 September 1844.	11,334	80 2 6	These 6 policies are the policies bequeathed in trust by the will and codicil of the late Earl of Winchilsea, and the assurance moneys are applicable only in discharge of the £27,000 secured by the mortgage of 6th May 1843, the surplus, if any, belonging to the Countess Dowager of Winchilsea.
3,000	Economic Assurance Society.	5 September 1844.	6,263	66 7 6	
1,500	Ditto ditto -	3 August 1848.	8,222	37 1 3	
2,200	Minerva, now Standard Life Assurance Company.	19 November 1852.	2,662 ^a	66 0 0	
1,000	Ditto ditto -	19 November 1851.	2,295 ^a	30 0 0	
1,100	Ditto ditto -	1st December 1851.	2,312 ^a	33 0 0	
7,000	North British Mercantile Insurance Company.	11 October 1865.	N. 21,566	333 19 2	These 2 policies are the policies comprised in the mortgages, 22nd December 1865 and 9th March 1867, for securing the £50,684 raised under "The Earl of Winchilsea's Estate Act, 1865."
48,000	Ditto ditto -	22 December 1865.	N. 21,635	2,290 0 0	

(Signed) RALPH BURCH.