



CHAPTER 7.

An Act to be intituled the Vane Tempest Settled Estate Act, 1878. A.D. 1878.
[8th August 1878.]

WHEREAS the most Honourable Charles William third Marquess of Londonderry on the third day of April one thousand eight hundred and nineteen married his second wife, the most Honourable Frances Anne late Marchioness of Londonderry (then Frances Anne Vane Tempest, spinster):

And whereas there were issue of the said marriage six children only; viz., the most Honourable George Henry, Robert Charles William the fifth (and herein-after called the present) Marquess of Londonderry and also Earl Vane, the Honourable Adolphus Frederick Charles William Vane Tempest (commonly called Lord Adolphus Vane Tempest), the Honourable Ernest McDonnell Vane Tempest (commonly called Lord Ernest Vane Tempest), the most Noble Frances Anne Emily Duchess of Marlborough, the Right Honourable Alexandrina Octavia Maria Countess of Portarlington, and the Honourable Adelaide Emilina Caroline, wife of the Reverend Frederick Henry Law:

And whereas the said Charles William third Marquess of Londonderry died in the lifetime of the said Frances Anne late Marchioness of Londonderry, and the said Marchioness died on the twentieth day of January one thousand eight hundred and sixty-five:

And whereas the present Marquess of Londonderry (then Earl Vane) on the third day of August one thousand eight hundred and forty-six married the most Honourable Mary Cornelia now Marchioness of Londonderry (then Mary Cornelia Edwards, spinster):

And whereas there have been issue of the said marriage six children; viz., the Honourable Charles Stewart Vane Tempest (commonly called Viscount Castlereagh), the Honourable Henry John Vane Tempest (commonly called Lord Henry Vane Tempest), the Honourable Herbert Lionel Henry Vane Tempest (commonly

A.D. 1878. called Lord Herbert Vane Tempest), the Honourable Frances Amelia Harriet Emily Vane Tempest (commonly called Lady Frances Vane Tempest), the Honourable Avarina Mary Vane Tempest (commonly called Lady Avarina Vane Tempest), and the Honourable Alexandrina Louisa Maud Vane Tempest (commonly called Lady Alexandrina Vane Tempest) :

And whereas Frederick William Robert fourth Marquess of Londonderry, who was the only male issue of the said Charles William third Marquess of Londonderry by his first marriage, died without issue on the twenty-fifth day of November one thousand eight hundred and seventy-two :

And whereas the said Viscount Castlereagh, on the second day of October one thousand eight hundred and seventy-five, married the Honourable Theresa Susey Helen Viscountess Castlereagh (then Lady Theresa Susey Helen Talbot), and there are issue of such marriage two children only ; viz., Helen Mary Theresa Vane Tempest and Charles Stewart Henry Vane Tempest :

Indentures
dated 27th
March 1819,
1st May
1819, 19th
Jan. 1821,
and 7th and
8th June
1822.

And whereas by the conjoint effect of an indenture dated the twenty-seventh day of March one thousand eight hundred and nineteen, being articles entered into previous to and in contemplation of the marriage of the said Charles William third Marquess of Londonderry with the said Frances Anne late Marchioness of Londonderry, and of an indenture of assignment dated the first day of May one thousand eight hundred and nineteen, and of an indenture dated the nineteenth day of January one thousand eight hundred and twenty-one, and of a common recovery suffered in the Court of Pleas at Durham pursuant thereto, and of indentures of lease and release dated respectively the seventh and eighth days of June one thousand eight hundred and twenty-two, (which several instruments herein-before referred to are herein-after referred to as the first Vane Tempest settlement,) certain freehold hereditaments in the county of Durham were limited to trustees for the term of five hundred years computed from the solemnization of the said marriage, to be held by them upon trust to raise certain sums of money and for other purposes, and, subject thereto, to the use of the said Charles William third Marquess of Londonderry for his life, with remainder to the use of the said late Marchioness for her life ; and, subject thereto, the same hereditaments were limited to other trustees for the term of one thousand years upon trust to raise portions for the daughters and younger sons of the said marriage, with remainder to the use of the first and eldest son of the said marriage, the present Marquess of Londonderry, in tail male ; and in and by the first Vane Tempest settlement certain hereditaments in the

said county, held by copy of court roll, were vested in trustees upon such trusts as would best and nearest correspond with the uses therein declared of and concerning the said freehold hereditaments; and certain collieries and lands situate in the said county, and respectively held under leases for years, were assigned to trustees upon such trusts as would best and nearest correspond with the aforesaid uses of and concerning the said freehold hereditaments: A.D. 1878.

And whereas by an indenture dated the twenty-ninth day of December one thousand eight hundred and forty-two (herein-after referred to as the second Vane Tempest settlement) the freehold hereditaments then subject to the uses of the first Vane Tempest settlement were limited, freed, and discharged from the estate in tail male of the present Marquess of Londonderry, to the use of trustees for the term of six hundred years, to be computed from the day of the date of the indenture now in recital, to be held upon the trusts therein-after declared of and concerning the same; and, subject thereto, the said freehold hereditaments were limited to the use of the said Charles William third Marquess of Londonderry, the said Frances Anne his wife, and the said present Marquess (then commonly called Viscount Seaham), severally and successively, and in the order in which they are here named, for their respective lives, and after the decease of the survivor of them to the use of the first and other sons of the said present Marquess severally and successively, and according to their respective seniorities in tail male; and it was agreed that the residue of the said term of five hundred years created by the first Vane Tempest settlement, and the said term of six hundred years, which were then vested in the same trustees, should be held by them upon trust to raise certain sums of money, and for other purposes; and it was agreed that the said copyhold hereditaments should be held upon such trusts as would best correspond with the uses in the second Vane Tempest settlement declared of and concerning the said freehold hereditaments; and the collieries and lands then held under leases for years were assigned to trustees upon such trusts as would best correspond with the uses therein declared of and concerning the said freehold hereditaments:

Indenture
dated 29th
Dec. 1842.

And whereas an Act of Parliament, intituled the Vane Tempest Estate Act, 1861, was passed to simplify certain of the trusts and provisions in the first and second Vane Tempest settlements, whereby, after reciting or showing that the debt charged on the settled estate under the trusts of the said terms of five hundred years and six hundred years amounted to the sum of seventy thousand pounds, it was enacted that the tenant for life in possession should keep down the interest on this debt of seventy thousand pounds, and

24 & 25 Vict.
c. 8. (*Priv.*)

A:D. 1878. should pay to the trustees of the said terms, on the first day of July one thousand eight hundred and sixty-one, and thenceforth half-yearly down to the first day of July one thousand eight hundred and seventy-three, or until such later period at which the fund to be produced by the accumulation of the half-yearly payments should amount to the sum of seventy thousand pounds, a clear sum of two thousand two hundred and twenty-five pounds to be accumulated by way of compound interest, with power for the trustees during the period of the accumulation to invest the moneys so to be paid to them in the parliamentary stocks or funds, or upon mortgage of real estate, or in the purchase of land to be settled to the uses and upon and for the trusts, intents, and purposes expressed and declared in and by the second Vane Tempest settlement of and concerning the hereditaments expressed to be thereby settled :

And whereas, it being deemed expedient that the coal mines comprised in the leases known as the Silksworth Colliery leases, which were then vested in the present Marquess of Londonderry, should be acquired and won and wrought for the benefit of the Vane Tempest settled estate, and that a portion of the funds necessary for such purpose should be raised under the trusts of the said term of six hundred years, a suit was instituted in the High Court of Chancery, wherein John Vandeleur Stewart, Esquire, and the most Noble John Winston Duke of Marlborough, the then trustees of the said term of six hundred years, were plaintiffs, and the present Marquess of Londonderry, then Earl Vane, and his eldest son the said Viscount Castlereagh, then commonly called Viscount Seaham, were defendants; and upon a petition presented by the said trustees, it was, on the second day of June one thousand eight hundred and sixty-nine, ordered by the Court that the present Marquess, his executors or administrators, should, without any other consideration than therein-after mentioned, if and when required, assign to the trustees of the said term of six hundred years the Silksworth Colliery leases, and, until such assignment, should hold the same in trust for the said trustees, and further that the coal comprised in the said leases should be won, and such pits, engines, engine houses or other houses, railways, waggon-ways, and other colliery works, and plant and materials, as it should be considered necessary, desirable, or advantageous to make in connexion with or for the purposes of the said Silksworth Colliery, should be sunk, made, erected, built, set up, and provided, and that during the life of the present Marquess such winning, works, plant, and materials as aforesaid should be executed, done, and provided by him, his

Order of
Court of
Chancery,
dated 2nd
June 1869.

engineers and agents, he having the control and direction thereof, but subject to such investigation by the trustees of the said term of six hundred years as they might think proper, and that not exceeding one hundred and thirty thousand pounds should be raised by the trustees of the said term of six hundred years by mortgage of the hereditaments therein comprised under the trusts thereof, to be applied for the purposes aforesaid, and in paying the costs thereafter mentioned, and in paying to the present Marquess the sum then already expended by him towards winning the said coal, not exceeding twelve thousand pounds, and in payment of the dead rents which might thereafter until the said coal should have been won become payable under the said leases, and that the present Marquess should covenant with the said trustees that he would with all reasonable diligence proceed uninterruptedly so far as might be with and complete the winning of the said coal and the execution of the works aforesaid, and that he, his executors or administrators, would bear and pay all sums in excess of one hundred and thirty thousand pounds which should be required to pay the said costs, and the amount then already expended by him, not exceeding twelve thousand pounds as aforesaid, and the dead rents aforesaid, and the expenses of winning, whether during his life or after his death, the said coal, and of executing, doing, and providing such works, plant, and materials as aforesaid; and that the trustees of the said term of six hundred years should, when any sum should be raised by them by way of mortgage as aforesaid, levy and raise out of the annual rents and profits of the hereditaments, subject to the trusts of the said term, such annual sum of money as would be sufficient, by the accumulation thereof in the way of compound interest after the rate of three pounds per centum per annum during the term of forty years, to repay at the end thereof the sums so raised by the said trustees, and should stand possessed thereof, and of the accumulations thereof, upon the trusts declared by the second Vane Tempest settlement of and concerning sums of money raised under the trusts for accumulation therein contained, such trusts being to apply such sums of money in the purchase of freehold estates of inheritance to be situated somewhere in England or Wales, and to settle and assure the estates so purchased to the uses and upon and for the trusts, intents, and purposes expressed and declared in and by the second Vane Tempest settlement of and concerning the hereditaments thereby settled:

A.D. 1878.

And whereas by an indenture dated the first day of July one thousand eight hundred and sixty-nine, and expressed to be made between the present Marquess of Londonderry (then Earl Vane) of

Indenture
dated 1st
July 1869.

A.D. 1878.

the one part, and the said John Vandeleur Stewart and John Winston Duke of Marlborough of the other part, in pursuance of the herein-before recited order of the second day of June one thousand eight hundred and sixty-nine, and in consideration of the premises, the present Marquess covenanted with the said John Vandeleur Stewart and John Winston Duke of Marlborough, their executors, administrators, and assigns, that he, the present Marquess, would with all reasonable diligence proceed uninterruptedly as far as might be with, and as far as practicable during his life complete, the winning of the coal demised by the said Silksworth Colliery leases, and the execution of and providing such pits, engines, engine-houses or other houses, railways, waggon-ways, and other colliery works, and plant and materials, as it should be considered necessary, desirable, or advantageous to make in connexion with or for the purposes of the said Silksworth Colliery, and that the present Marquess, his heirs, executors, or administrators, would bear all sums of money in excess of one hundred and thirty thousand pounds which should be required to pay the costs in the said order mentioned, and the said sum of twelve thousand pounds, and the dead rents payable under the said leases after the first day of January one thousand eight hundred and sixty-nine, until the said coal should have been won, and the expense of winning the said coal, and of executing, doing, and providing such works, plant, and materials as aforesaid, whether such dead rents should become payable or the said expenses be incurred in the lifetime of the present Marquess or after his decease, and that all sums secured by the covenant now in recital which should not be repaid by the present Marquess during his life should bear interest from his death, or from the subsequent advance thereof, at the rate of four pounds per centum per annum until payment thereof :

And whereas the said Frances Anne late Marchioness of Londonderry duly made her will, dated the sixth day of July one thousand eight hundred and sixty-four, and thereby gave certain freehold hereditaments in the parish of Saint George, Hanover Square, in the county of Middlesex, in her said will called her "Holderness House Estate," to trustees, upon trust, out of the rents and profits thereof, to keep the same in repair, and to apply part thereof for other purposes, and, subject thereto, upon trust to accumulate the same rents and profits during the term of twenty-one years next after her decease ; and, subject thereto, upon trust for the present Marquess of Londonderry, then called Earl Vane, and every other son of her the said testatrix, and their respective issue male, so that every elder son and his issue male should be preferred to and take

before every younger son and his issue male, and so that her grandsons respectively, with their respective issue male, should take in succession and according to their respective seniorities, and so that every such son should take an estate for his life, and also that every such grandson begotten in her lifetime should take an estate for his life, with remainder to his first and every after born son successively according to seniority in tail male, and so that every such grandson begotten after her decease should take an estate in tail male; and in default of such issue, upon trust for the first and other daughters of her said son, the present Marquess, and their respective issue male, so that every elder daughter and her issue male should be preferred to and take before every younger daughter and her issue male, and so that every such daughter begotten in her lifetime should take an estate for her life, with remainder to her first and every after born son successively according to seniority in tail male, and that every such daughter begotten after her decease should take an estate in tail male; and in default of such issue, upon trust for the second and every after born son of her daughter Frances Duchess of Marlborough, and their respective issue male, so that every elder son and his issue male should be preferred to and take before every younger son and his issue male, and so that every such son begotten in her lifetime should take an estate for his life, with remainder to his first and every after born son successively according to seniority in tail male, and so that every such son begotten after her decease should take an estate in tail male; and in default of such issue, upon trust for her said son, the said present Marquess, his heirs, executors, administrators, and assigns; provided always, and in case any son or the issue of any son of her said daughter Frances entitled under the trusts aforesaid should succeed to the title of the Duke of Marlborough, the estates therein-before limited to them respectively should cease and absolutely determine, and in such case her will should be read and construed as if such son or issue had never been born; and the said testatrix directed that the aforesaid limitations should be read and construed as if her then late son Lord Adolphus Vane Tempest had survived her and then died; and the said testatrix gave all that her harbour called "Seaham Harbour," in the county of Durham, with its docks and appurtenances, and all her collieries, railways, blast furnaces, messuages, lands, tenements, and hereditaments, of whatsoever tenure, in the same county, and all her real and personal estate whatsoever and wheresoever, elsewhere than in Ireland, and not therein otherwise disposed of, and which her said harbour, estates, and premises lastly mentioned were therein-after referred to as her

A.D. 1878. residuary estate, unto and to the use of her said trustees therein-before named, their heirs, executors, administrators, and assigns, upon certain trusts, and with certain powers and directions for management and accumulation of income, and payments of debts, legacies, and other moneys therein referred to; and, subject and without prejudice to the powers, trusts, and directions aforesaid, she directed that her residuary estate should, together with the annual income thereof, be held upon such trusts as would best and nearest correspond with the trusts therein-before declared and limited of and concerning her Holderness House estate, but so that her residuary estate, and the income thereof, should not be subject to the trust therein-before contained for accumulating the income of her said Holderness House estate, and so that on the death under the age of twenty-one years of any tenant in tail by purchase under the trusts of her Holderness House estate, entitled in possession or in remainder to such part of her residuary estate as should consist of personal estate, the same should go to the person who should under the same trusts be next entitled to the freehold hereditaments comprised therein; and the said testatrix in and by her said will did direct that the Vane Tempest estates in the county of Durham comprised in the settlement made thereof by the said indenture bearing date the twenty-ninth day of December one thousand eight hundred and forty-two should, as soon as practicable after her decease, be settled to such uses and upon and for such trusts as would best and nearest correspond with the trusts therein-before declared of and concerning her said Holderness House estate, other than the trust therein-before contained for accumulating the income of the same estate, and that the settlement so to be made should contain such provision for the eldest son of the said present Marquess, and for the issue of such eldest son, during the life of the said present Marquess, as her trustees should think proper, and also might contain such trusts and powers for the accumulation of annual rents and profits, for the renewals of leases, payment of debts, and other purposes, and also such powers for the tenants for life under the said settlement thereby directed to be made to jointure wives and charge portions for younger children, and such powers of leasing, sale, and exchange, and generally such powers and clauses, whether of the nature or kind aforesaid or differing therefrom, as her trustees should think fit, and that if her trustees should differ as to the same every such difference should be determined by the opinion of one or more conveyancing counsel to be selected by her trustees; and the testatrix directed that if any of her sons or grandsons living at her decease, or born within twenty years next there-

after, should, when thereunto requested by her trustees or any one or more of them, refuse or neglect to make or concur in or to confirm such settlement as last aforesaid, then and in such case her will, and every devise and clause whatsoever contained therein, should be read and construed as if the person or persons so refusing or neglecting had never been born; and the testatrix further directed that if her trustees should respectively neglect to require such settlement to be made as last aforesaid, the same should be made under the direction of the Court of Chancery on the petition of any of her children, grandchildren, or other person: A.D. 1878.

And whereas the said testatrix duly made a codicil, dated the twenty-fifth day of November one thousand eight hundred and sixty-four, to her said will, and thereby gave all household goods and furniture, and all statues, pictures, and other chattels whatsoever that should at her decease be in or about her mansion-houses of Wynyard and Seaham Hall, or the offices, gardens, or grounds thereof, except racing cups, jewels and plate, and money and securities for money, and deeds and muniments of title, unto her eldest son, the said present Marquess, for his own absolute use and benefit; and she expressly empowered her trustees to contract for and have and hold any coal fields and other mineral property they should think proper, with full power to win, work, and carry on the same, and all coal fields or other mineral property she should hold at her decease, and to employ any accumulated fund or other part of her estate for such purpose; and she also empowered her trustees, either alone or in concurrence with the tenant for life of the Vane Tempest settled estate, to dispose of the land or ground and hereditaments comprised in her lease of Seaham Harbour, or of any railway, wayleave, or easement over or affecting the same, for such sums of money, annual or in gross, and generally on such terms as they should think proper, whether such disposition be by way of assignment or surrender, in order or so as to merge her estate and interest under the said lease in the reversion, or by way of lease, release, underlease, or otherwise; and she directed that such clauses should be inserted in the re-settlement of the Vane Tempest estates for the confirmation of any then existing leases thereof or other agreements respecting the same, and in particular of any arrangements that should have been made for the division or appropriation of rents, under any such lease or otherwise, in respect of the settled estate, or the rents and profits thereof, as her trustees should think fit:

And whereas the said testatrix died on the twentieth day of January eighteen hundred and sixty-five without having revoked

A.D. 1878. or altered her said will so far as the same is herein-before recited, except so far as the same was revoked or altered by her said first codicil thereto, and without having revoked or altered the said first codicil; and the said will and first codicil, together with a second codicil, were in the month of June in the same year proved in the Principal Registry of the Court of Probate; and the present Marquess of Londonderry, William Clayton Clayton, and William Rogers are the present trustees of the said will:

And whereas the persons living at the decease of the said testatrix entitled under the aforesaid trusts contained in her said will of and concerning her Holderness House estate were as follows: first, her eldest son, the present Marquess of Londonderry, and his six children, three sons and three daughters, namely, the said Viscount Castlereagh, Lord Henry Vane Tempest, Lord Herbert Vane Tempest, Lady Frances Vane Tempest, Lady Avarina Vane Tempest, and Lady Alexandrina Vane Tempest; secondly, Francis Adolphus Vane Tempest, the only child of the said Lord Adolphus Vane Tempest, then deceased; thirdly, the said Lord Ernest Vane Tempest; and, fourthly, the Honorable Randolph Henry Spencer Churchill, commonly called Lord Randolph Churchill, the second son then living of the said Frances Anne Emily Duchess of Marlborough:

And whereas the said Lady Frances Vane Tempest died a spinster in the year one thousand eight hundred and seventy-two, and the said Lady Avarina Vane Tempest died a spinster in the year one thousand eight hundred and seventy-three:

And whereas on the fifteenth day of July one thousand eight hundred and seventy-three the said Viscount Castlereagh attained the age of twenty-one years:

Deeds, dated
3rd June
1874 and
9th Jan.
1875.

And whereas by three disentailing deeds, dated respectively the third day of June one thousand eight hundred and seventy-four, the third day of June one thousand eight hundred and seventy-four, and the ninth day of January one thousand eight hundred and seventy-five, and duly enrolled, the Vane Tempest estates, including the moneys subject to be laid out in the purchase of lands to be settled to the subsisting uses of the second Vane Tempest settlement, were disentailed, and the same estates, subject to the uses, estates, and interests subsisting therein respectively which preceded the estate in tail male of the said Viscount Castlereagh, were limited and assured to such uses and upon such trusts as the present Marquess and the said Viscount should jointly appoint, and in default of such appointment, and so far as no such appointment should extend, to the uses and upon the trusts to and upon which

the same premises respectively would have stood limited and settled in case the said disentailing deeds respectively had not been executed : A.D. 1878.

And whereas no appointment has been made under the said disentailing deeds, or any of them :

And whereas in or before the year one thousand eight hundred and seventy-five the present Marquess and the said Viscount expressed their desire to comply with the aforesaid directions contained in the said recited will of the late Marchioness, and negotiations were thereupon commenced for the re-settlement of the Vane Tempest estates, and also for the re-settlement of other family estates in Wales and Ireland :

And whereas the terms of the re-settlement were in part arranged, but questions of difficulty arose, principally in reference to the nature and extent of the obligations imposed upon the present Marquess by the said order of the second day of June one thousand eight hundred and sixty-nine and the said indenture of the first day of July one thousand eight hundred and sixty-nine :

And whereas on the seventh day of January one thousand eight hundred and seventy-six the said William Clayton Clayton commenced an action in the Chancery Division of the High Court of Justice against the present Marquess, the said William Rogers, and the said Viscount Castlereagh, claiming that a proper re-settlement of the Vane Tempest estates might be settled under the direction of the Court, and executed by all necessary parties :

And whereas the present Marquess presented a petition in the said cause of *Stewart v. Earl Vane*, praying in effect that the said order of the second day of June one thousand eight hundred and sixty-nine might be reviewed, and that it might be declared that his liability under the said deed of the first day of July one thousand eight hundred and sixty-nine had determined, or that he might be released from his liability under the said deed upon the terms in the said petition mentioned :

And whereas on the twentieth day of April one thousand eight hundred and seventy-seven an agreement was made (subject to the sanction of the Court) for settling all questions arising out of or connected with the re-settlement of the Vane Tempest estates, and the re-settlement of the said estates in Wales and Ireland : Agreement,
dated 20th
April 1877.

And whereas it was one of the terms of the said agreement that the present Marquess should bring into settlement, as part of the Vane Tempest estates, certain property therein referred to, which was stated to be of the estimated value of two hundred and fifty thousand pounds or thereabouts :

A.D. 1878.

And whereas the property agreed to be brought into settlement by the present Marquess as aforesaid is specified in the Schedule to this Act:

Order of
Vice-Chan-
cellor Malins,
dated 25th
June 1877.

And whereas by an order of the Chancery Division of the High Court of Justice, dated the twenty-fifth day of June one thousand eight hundred and seventy-seven, and made by his Lordship the Vice-Chancellor Sir Richard Malins, in the said causes *Stewart v. Earl Vane and Clayton v. Marquess of Londonderry*, and in a cause wherein the present Marquess was plaintiff and the said Viscount Castlereagh and the executors and trustees of the late Marchioness were defendants, it was declared that it was fit and proper, and for the benefit of all persons interested under the will and codicils of Frances Anne late Marchioness of Londonderry in the said Holderness House estate or the Vane Tempest estates that the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven, with such variation and exception as therein mentioned, should be carried into effect; and it was declared that it was fit and proper, and for the benefit of the persons interested under the said will and codicils in the said estates, that an application should be made to Parliament for an Act to carry into effect such of the terms contained in the said agreement as could not be carried into effect without the authority of Parliament; and it was ordered that the present Marquess be at liberty to apply to Parliament accordingly; and it was ordered that a draft of a Bill for that purpose be settled by the judge to whose court the said causes were attached; and it was ordered that it be referred to chambers to settle and approve a proper deed or proper deeds of settlement of the Vane Tempest estates and the said estates in Wales and Ireland, in accordance with the provisions of the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven, so far as such provisions might be sanctioned by Parliament, or were not in contravention of the directions contained in the will of the late Marchioness or inconsistent therewith; and it was ordered that such deed or deeds of settlement, when settled and approved by the judge, should be executed by the present Marquess and the said Viscount Castlereagh and all other proper parties:

And whereas the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven contained, among others, provisions to the following effect:

- (1.) That the Vane Tempest estates should be charged in favour of the present Marquess with eighty thousand pounds, to be raised when and as he might direct, and with the

further sum of twenty thousand pounds in favour of his executors or administrators in case the additional property to be brought into settlement as aforesaid (which was to be valued at the death of the Marquess), together with the amount, if any, made good by his estate under the next clause, should at his death exceed in value the sum of two hundred thousand pounds :

- (2.) That if the value of the live stock, moveable plant, and stores comprised in Part Three of the Schedule hereto, including the value of substituted stock, plant, and stores, should not amount to fifty thousand pounds at the death of the Marquess, the deficiency should be made good by his estate, unless the value of the rest of the property specified in the Schedule hereto should then amount to or exceed two hundred and twenty thousand pounds :
- (3.) That the present Marquess should be released from all further liability under the said deed of the first day of July one thousand eight hundred and sixty-nine :
- (4.) That a sum not exceeding eighty thousand pounds, to be repaid by means of a sinking fund, should be charged on the Vane Tempest estates for the purpose of completing and developing the Silksworth Colliery :
- (5.) That in all respects not otherwise provided for by the agreement now in recital, the re-settlement of the Vane Tempest estates should be completed on the basis of the terms agreed by the said William Clayton Clayton and the solicitors for the present Marquess and the said Viscount Castlereagh :
- (6.) That all the costs, charges, and expenses incurred and to be incurred in relation to the re-settling of the Vane Tempest estates and the said estates in Wales and Ireland (including all attempted or abandoned re-settlements and all negotiations in connexion therewith), and in relation to the settlement made on the marriage of the said Viscount Castlereagh, and the settlements proposed to be executed in substitution for that settlement, and of or in relation to the said three causes, including the costs, charges, and expenses of and incidental to any application to Parliament, should be borne and provided for out of the Vane Tempest estates :

And whereas the said order of the second day of June one thousand eight hundred and sixty-nine of the Court of Chancery having authorised and required the trustees of the said term of

A.D. 1878. six hundred years to raise the sum of one hundred and thirty thousand pounds for the purpose of winning the said Silksworth Colliery, they advanced, out of the moneys received by them under the Vane Tempest Estate Act, 1861, first the sum of twenty-four thousand pounds, and afterwards the sum of ten thousand pounds, making together the said sum of thirty-four thousand pounds, towards making up the said sum of one hundred and thirty thousand pounds; and in order to carry out the intention and purpose of the Vane Tempest Estate Act, 1861, the said trustees caused the repayment of the said sum of twenty-four thousand pounds to be secured by way of mortgage of the hereditaments comprised in the said term of six hundred years by an indenture dated the first day of July one thousand eight hundred and sixty-nine, and made between the said John Vandeleur Stewart and the said Duke of Marlborough, the then trustees of the said term, of the one part, and John Brett Eminson, Esquire, a trustee, for the said trustees, of the other part; and in like manner the repayment of the said sum of ten thousand pounds was secured by way of mortgage by an indenture dated the ninth day of April one thousand eight hundred and seventy, endorsed on the said last-mentioned indenture, and made between the same persons as were parties thereto :

24 & 25 Vict. c. 8. (*Priv.*) And whereas, inasmuch as the purpose of the Vane Tempest Estate Act, 1861, has been fully effected by the said sum of seventy thousand pounds therein mentioned having been raised, it was one of the agreed terms of re-settlement referred to in the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven that the said sum of thirty-four thousand pounds should no longer be continued as a charge on the Vane Tempest estates, and that the same should be wholly freed and discharged therefrom :

And whereas it was also one of the said agreed terms of re-settlement that a sum of seven thousand pounds should be raised out of the Vane Tempest estates, and be paid to the said present Marquess in reimbursement to him of moneys expended by him in permanent surface improvements on the estate :

And whereas it was also agreed that the deed of re-settlement should contain the usual power of making grants of land and money for charitable and other purposes :

And whereas it has been arranged between the present Marquess and the said Viscount and the trustees and executors of the will of the late Marchioness (subject to the approval of the judge to whose court the said causes are attached, and who has approved of the same accordingly,) that the accumulations in and by the said

order of the second day of June one thousand eight hundred and sixty-nine directed to be made should no longer be made, and that the estate of the said Marchioness should be discharged from all liability in respect of moneys which ought, under the provisions of the Vane Tempest Estate Act, 1861, and the second Vane Tempest settlement, to have been raised in her lifetime out of the rents and profits of the Vane Tempest estates, for the purpose of forming a sinking fund to repay the moneys applied in payment of fines on renewals of leases, or in respect of interest on such moneys, and that the said Marquess should be discharged from all liability in respect of moneys which ought, under the same provisions, to have been raised since the death of the said Marchioness out of the said rents and profits for the purpose of forming such sinking fund as last aforesaid, or in respect of interest on such moneys; and that the moneys and accumulations which, under the trusts and provisions of the second Vane Tempest settlement and the Vane Tempest Estate Act, 1861, ought to have been heretofore and ought to be hereafter raised and made for the purpose of forming a sinking fund to repay the moneys applied in payment of fines on the renewals of leases already renewed should not be raised or made, and that in lieu of the said accumulations in and by the said order directed to be made, and of the accumulations by the second Vane Tempest settlement and the said Estate Act directed to be made for the purpose of repaying the moneys so applied in payment of fines on renewals of leases aforesaid, and in order to provide a fund for the future renewals of leases and for permanent improvements of or upon the Vane Tempest estates, certain yearly sums for certain periods should be raised out of the rents and profits of the said estates :

A.D. 1878.

24 & 25 Vict.
c. 8. (*Priv.*)

24 & 25 Vict.
c. 8. (*Priv.*)

And whereas it is apprehended that the release of the liability of the present Marquess under the said indenture of the first day of July one thousand eight hundred and sixty-nine, as provided for by the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven, cannot be effected without the authority of Parliament :

And whereas doubts are entertained whether, in regard to the matters aforesaid, other than the said proposed release, and considering the directions contained in the will of the late Marchioness, the re-settlement of the Vane Tempest estates as agreed can safely be carried into effect without the authority of Parliament, and it is expedient that such doubts should be removed :

And whereas by the certificate of the chief clerk of the said Vice-Chancellor Sir Richard Malins, made in pursuance of the said

A.D. 1878. — order of the 25th day of June 1877, and dated the thirteenth day of April one thousand eight hundred and seventy-eight, it was certified that the draft of a Bill to be submitted to Parliament (being the Bill for this Act) had been settled and approved by the judge, and was identified by the signature of the chief clerk in the margin thereof, and that the several instruments, facts, and events recited in the preamble of such draft before the recital of the said certificate had been proved in the said causes of Stewart versus Earl Vane, Marquess of Londonderry versus Viscount Castlereagh, and Clayton versus Marquess of Londonderry, and such certificate has been duly approved by the said Vice-Chancellor Sir Richard Malins, and filed in the Report Office of the Chancery Division of the High Court of Justice :

Wherefore Your Majesty's most dutiful and loyal subject, George Henry Robert Charles William Marquess of Londonderry, doth beseech Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows ; (that is to say,)

Title of Act. **1.** This Act may be cited as the Vane Tempest Settled Estate Act, 1878.

Settlement
of Vane
Tempest
estates may
contain
certain trusts
and pro-
visions.

2. The deed of settlement of the Vane Tempest estates to be settled and approved in pursuance of the said order of the twenty-fifth day of June one thousand eight hundred and seventy-seven may contain all or any of the following trusts, declarations, limitations, powers, and provisions ; that is to say,

(1.) A trust or power to raise and pay the costs, charges, and expenses referred to in the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven :

(2.) A trust or power to raise for and pay to the present Marquess, his executors or administrators, the principal sum of eighty thousand pounds, and also in respect of surface improvements executed by the said Marquess upon the Vane Tempest estates as herein-before is recited the further sum of seven thousand pounds, and interest upon such sums of eighty thousand pounds and seven thousand pounds respectively from his decease at the rate of four pounds per centum per annum :

(3.) A trust or power to raise and pay to the executors or administrators of the said Marquess the further sum of

A.D. 1878.

twenty thousand pounds (in case the same shall become payable under the provisions of the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven), with interest thereon at the rate last aforesaid from the date of his decease :

- (4.) A trust or power to raise such sum or sums of money, not exceeding in the whole the sum of eighty thousand pounds, as may be required for the purpose of completing or developing the Silksworth Colliery :
- (5.) A trust or power to make grants of land and money for charitable and other purposes, such as is usually inserted in family settlements of a like nature :
- (6.) A declaration that the accumulations in and by the herein-before recited order of the second day of June one thousand eight hundred and sixty-nine directed to be made by the trustees of the term of six hundred years therein mentioned shall cease as from the twentieth day of January one thousand eight hundred and seventy-five, and that all sums of money and accumulations in and by the second Vane Tempest settlement, or in and by the Vane Tempest Estate Act, 1861, directed to be raised and made by the trustees of the said term for the purpose of repaying moneys applied in payment of fines on renewals of leases, or for any other purpose which have not been actually raised and made, shall not be raised or made, and that upon the execution of the said settlement the said term of six hundred years and also the herein-before mentioned term of five hundred years shall (subject and without prejudice to any disposition or dispositions which have been made of the premises comprised therein, or any part thereof, in pursuance of the trusts of the first and second Vane Tempest settlements, or in pursuance of the Vane Tempest Estate Act, 1861, or of the said order of the second day of June one thousand eight hundred and sixty-nine,) absolutely cease and determine :
- (7.) A declaration that the Vane Tempest estates are freed and discharged from the two sums of twenty-four thousand pounds and ten thousand pounds heretofore charged on the same, or some part thereof, as herein-before is recited :
- (8.) All such limitations and provisions as may be necessary or expedient for the purpose of giving effect to the said trusts or powers and declarations, or any of them :

24 & 25 Vict.
c. 8. (*Priv.*)

A.D. 1878.

Provided, nevertheless, that in and by the said deed of settlement provision shall be made, by means of a sinking fund, or in such other manner as the judge shall approve, for the repayment within a period not exceeding forty years of the last-mentioned sum of eighty thousand pounds, or so much thereof as shall be raised for the purpose of completing or developing the Silksworth Colliery, and also that the said deed shall contain a provision that, during the continuance of the settlement, on all coal raised in each and every year out of the mineral property brought into settlement by the said Marquess in pursuance of the provisions of the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven over and above the aggregate quantity of two hundred and fifty thousand tons, the sum of one penny per ton shall be paid to the trustees of the said settlement, to be applied by them, without any application to the Court, to any of the purposes to which such sum would have been applicable if the same had been money set aside out of rent or payments reserved on a lease under the Settled Estates Act, 1877, of minerals comprised in the said settlement, and in the meantime to be dealt with as directed by section 36 of the said Act, but without any application to the Court.

40 & 41 Vict.
c. 18.

And shall not be deemed inconsistent with the directions of the late Marchioness's will by reason thereof.

Extinguishment of Lord Londonderry's liability under his covenant and release to Lord Londonderry and others.

3. The said deed of settlement shall not be deemed to be in contravention of the directions contained in the will of the said Frances Anne late Marchioness of Londonderry for the settlement of the Vane Tempest estates, or inconsistent with such directions, or any of them, by reason of the aforesaid trusts or powers, declarations, limitations, and provisions, or any of them, being contained therein.

4. Upon the due execution of the said deed of settlement (to be certified by the chief clerk of the judge to whose court the said three causes are attached, and of which execution the certificate of such chief clerk filed in the Report Office of the Chancery Division of the High Court of Justice shall be sufficient evidence) all liability of the present Marquess of Londonderry under or in respect of his covenants contained in the herein-before recited indenture of the first day of July one thousand eight hundred and sixty-nine, or under the herein-before recited order of the second day of June one thousand eight hundred and sixty-nine, so far as such order relates to any of the subjects of the said covenants, or any of them, shall be extinguished; and the said Marquess and the past and present trustees of the herein-before mentioned terms of five hundred years and six hundred years, and their respective representatives, estates

and effects, and the estate and effects of the said Frances Anne late Marchioness of Londonderry, shall be fully released from all actions, claims, and demands whatsoever for, upon account, or in respect of any matter or thing whatsoever done or omitted by them the said Marquess and Marchioness, or either of them, as tenants for life of the Vane Tempest estates, or by the trustees or trustee for the time being of the said terms of years respectively, in connexion with or relation to the trusts of the first and second Vane Tempest settlements, or either of such settlements, or the provisions of the Vane Tempest Estate Act, 1861, or the herein-before mentioned order of the second day of June one thousand eight hundred and sixty-nine.

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5. The Chancery Division of the High Court of Justice, or the judge to whose court the said three causes are attached, may from time to time, upon the petition of any party or parties interested, to be presented in a summary way or upon an application by summons in chambers, make such order or orders as to the said court or judge shall seem meet for ascertaining or taxing the costs, charges, and expenses mentioned or referred to in the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven, including therein the costs, charges, and expenses of and incidental to the passing of this Act, and of all parties as between solicitor and client in reference thereto, and for ascertaining or taxing the costs, charges, and expenses of or relating to such application to be made to the court or judge or incidental thereto, and may also from time to time make an order for the payment of all such costs, charges, and expenses out of any moneys applicable for that purpose.

As to costs
of Act.

6. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and every other person, body politic and corporate, and their respective heirs, successors, executors, and administrators, (other than and except the several persons who by this Act are expressly excepted out of this general saving,) all such estate, right, title, interest, claim, and demand whatsoever, both at law and in equity, into, out of, or upon the said estates, or any part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed if this Act were not passed.

General
saving.

7. The following persons are excepted out of the general saving in this Act contained, and are accordingly the only persons bound by this Act; (to wit,)

Persons
bound by the
Act.

First, the present Marquess of Londonderry, his heirs, executors, administrators, and assigns, and his first and other sons (other than the said Charles Stewart Viscount Castlereagh) and

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—

daughters, whether born or to be born, and the heirs male and heirs general of their respective bodies :

Second, the said Charles Stewart Viscount Castlereagh and his assigns, and the heirs male and heirs general of his body, and his first and other sons and daughters, whether born or to be born, and the heirs, both male and general, of their respective bodies :

Third, the trustees of the herein-before mentioned term of six hundred years :

Fourth, all persons claiming or to claim any estate or interest under or by virtue of or by reference to the second Vane Tempest settlement, to take effect after the determination or in defeazance of the estate limited to the use of or in trust for the said Charles Stewart Viscount Castlereagh as first son of the present Marquess, and the heirs male of his body :

Fifth, the trustees and executors of the will of the said Frances Anne late Marchioness of Londonderry, and all persons claiming or to claim any estate or interest under or by virtue or by reference to the will of the said Marchioness or the codicil thereto.

Queen's
printers
copy of Act
to be evi-
dence.

8. This Act shall not be a Public Act, but shall be printed by the several printers of the Queen's most Excellent Majesty duly authorised to print the Statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

The SCHEDULE referred to in the foregoing Act.

LEASEHOLDS TO BE BROUGHT INTO SETTLEMENT BY THE MARQUESS OF
LONDONDERRY AS PART OF THE VANE TEMPEST ESTATES.

PART I.

Date of Lease.	Parties Names.	Property leased.	Dead Rent.	Term.	Remarks.
31st Dec. 1870.	Her Majesty of the 1st part; Charles Alexander Gore, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, of the 2nd part; Earl Vane, John Forster, Esq., John Walker, Esq., Matthew Forster, Esq., Joseph Chatto Lamb, Esq., Hugh Taylor, Esq., and John Taylor, Esq., of the 3rd part.	Coal, culm, ironstone, and fire-clay under the sea in front of the townships of Hesildon, Hawthorn, and Eastington.	£ s. d. 1,000 0 0	31 years from 1st January 1866. An agreement has been made for the extension of the term to 63 years from 1st January 1874.	The Marquess of Londonderry is entitled to an undivided one-third part or share in this lease.
19th Feb. 1867.	Her Majesty of the 1st part; Charles Alexander Gore, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, of the 2nd part; and the Earl Vane of the 3rd part.	Collieries and beds of ironstone and fire-clay below low water-mark of the sea at Seaham and Dawdon.	1,000 0 0	31 years from 1st January 1866. An agreement has been made for the extension of the term to 63 years from 1st January 1874.	
6th Aug. 1868.	The Rev. A. Bethune, vicar of the parish of Seaham, of the 1st part; the Earl Vane of the 2nd part; the Ecclesiastical Commissioners for England of the 3rd part; and the said Earl Vane of the 4th part.	Coal and other minerals under the estate lately known as "the Seaham Glebe," in the parish of Seaham, containing 185a. Or. 26p. also under ground way-leave.	£300 & £150 for instroke and outstroke.	60 years from 31st August 1865.	

PART II.

Date of Lease.	Parties Names.	Property leased.	Rent.	Term.
1st May 1873 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	A piece of ground at or near Seaham Colliery, as a site for the erection of 50 messuages or cottages.	£ s. d. 5 0 0	99 years from 30th April 1873.
30th Sept. 1871 -	The Earl Vane of the first part, William Clayton Clayton of the second part, and John Brett Eminson of the third part.	Seaham Colliery Cottages.	32 10 0	99 years from 20th July 1865.
30th Sept. 1871 -	The Earl Vane of the one part, and John Brett Eminson of the other part.	A piece of ground situate in the township of Seaham, in the parish of New Seaham, in the county of Durham.	57 13 9	99 years from 29th September 1871.
			Dead Rent.	
15th Sept. 1874 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	A piece of ground situate at or near Seaham Colliery, in the county of Durham.	2 0 0	99 years from 1st June 1873.
15th Sept. 1874 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	Granaries and stables and waggon works.	10 0 0 22 0 0	99 years from 31st May 1867.
22nd Oct. 1869 -	The Earl Vane of the one part, and Robert Graydon of the other part.	Dawdon Dene Cottage.	7 0 0	99 years from 11th January 1869.
Agreement for Lease.				
26th Sept. 1870 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	House in Marlbro' Street, Seaham Harbour.	2 0 0	99 years from 25th September 1870.
15th Sept. 1874 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	Brickworks -	27 0 0	99 years from 31st May 1867.
24th May 1877 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	A messuage or dwelling-house at or near Penser, in the county of Durham.	3 3 0	99 years from 23rd October 1872.

Agreement for Lease.	Parties Names.	Property leased.	Dead Rent.	Term.
15th Sept. 1874 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	A piece of ground situate in North Road.	£ s. d. 6 0 0	99 years from 1st June 1873.
15th Sept. 1874 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	Premises near Seaham Colliery.	2 0 0	99 years from 1st June 1873.
24th May 1877 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	Drill shed for the Seaham Harbour Artillery Volunteer Corps, situate near the city of Durham.	3 3 0	99 years from 19th March 1874.
24th May 1877 -	The Marquess of Londonderry of the one part, and John Brett Eminson of the other part.	Ropery Walk Schools.	5 5 0	99 years from 5th March 1876.

PART III.

LIVE AND DEAD STOCK TO BE BROUGHT INTO SETTLEMENT BY THE MARQUESS TO THE EXTENT OF HIS INTEREST THEREIN AFTER DEDUCTING THE VALUE OF THE STOCK ALREADY IN SETTLEMENT UNDER THE WILL OF THE LATE MARCHIONESS AS ASCERTAINED BY VALUATION MADE AT HER DEATH.

Waggons.

Londonderry Railway locomotive and rolling stock.

Seaham Railway locomotive.

Steam tug "Countess Vane," Seaham Harbour.

Small locomotives (2), Seaham.

Rock drills (2).

Steam crane, Pensher Quarry.

Materials and stores.

Horses and ponies.

Stock-in-trade:—

Coals.

Farms (hay, grain, implements, &c. at Rainton and Silksworth).

Bricks.

Stone.

Tiles.

Grease and oil.

N.B.—This Schedule does not include any of the fixed and moveable stock of any of the collieries.

[CH. 7.]

Vane Tempest Settled Estate
Act, 1878.

[41 & 42 VICT.]

A.D. 1878.

PART IV.

The contents of the mansion-houses of Wynyard and Seaham Hall, bequeathed by the first codicil to the will of Frances Anne Marchioness of Londonderry to the Marquess of Londonderry absolutely.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1878.