



### CHAPTER 3.

An Act to enable the Trustees of the Settled Estates of the Right Honourable St. George Henry Earl of Lonsdale to purchase certain Mines of Coal and other Minerals belonging to the Crown, and lying under the Sea adjoining the Coast of the county of Cumberland; and to raise Money for effecting such Purchase by mortgage of the Settled Estates, or parts thereof; and for other purposes.

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[9th July 1880.]

WHEREAS under or by virtue of the will of the Right Honourable William first Earl of Lonsdale, K.G., deceased, dated the 29th day of June 1836, and proved with several codicils thereto on the 12th day of June 1844 in the Prerogative Court of Canterbury, and on the 25th day of June 1844 in the Prerogative Court of York, and of an indenture dated the 30th day of January 1855, and made between the Right Honourable William second Earl of Lonsdale and the Honourable Henry Cecil Lowther of the first part, the Honourable Elizabeth Lowther, spinster, commonly called Lady Elizabeth Lowther, of the second part, William Beckett and Edmund Hopkinson of the third part, and William Nicholson Hodgson and Charles Hopkinson of the fourth part, being a settlement executed in pursuance of a direction contained in the said will (which indenture is herein-after referred to as "the settlement of 1855"), divers honours, manors, and other hereditaments in the counties of York, Cumberland, and Westmorland stood limited, settled, and assured at the date of the indenture of lease of the 27th day of August 1860 herein-after recited; to the use of the said William second Earl of Lonsdale during his life with remainder; to the use of his first and other sons successively in tail male with remainder; to the use of the said Henry Cecil Lowther during his life with remainder; to the use of Henry Lowther, the eldest son of the said Henry Cecil Lowther, during his life with remainder;

Settlement made by the will of William first Earl of Lonsdale, and by deed of January 30, 1855.

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Settled estates comprised part of seashore on western coast of Cumberland.

Coal, &c. worked by William second Earl of Lonsdale and his predecessors in title under bed of the sea.

Claim by the Crown to minerals below low-water mark.

Lease of August 27, 1860.

to the use of his first and other sons successively in tail male with divers remainders over :

And whereas the said settled hereditaments comprised estates of large extent and value, situate at and near the town of Whitehaven in the said county of Cumberland, including the seashore between high and low water mark along the western coast of that county for a distance of thirteen miles or thereabouts, extending from Calder Foot on the south to Moresby Beck, otherwise Lowca Beck, on the north :

And whereas for many years previously to the year 1860 the said William second Earl of Lonsdale and his predecessors in title had worked and won large quantities of coal and other minerals from under the bed of the sea adjoining the said settled hereditaments, the pits through and by means of which the said coal and minerals were worked being situate on land forming part of the said settled hereditaments :

And whereas in or prior to the year 1860 a claim was asserted on behalf of the Crown to the said coal and other minerals lying below low-water mark, and in consequence of such claim, and for the purpose of enabling the said William second Earl of Lonsdale and other the persons entitled to the settled hereditaments to continue the working and winning of the said coal and other minerals, it was agreed that he should accept a lease from the Crown of such coal and other minerals :

And whereas in pursuance of such agreement by an indenture of lease dated the 27th day of August 1860, and made between the Queen's most Excellent Majesty of the first part, the Honourable Charles Alexander Gore, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues, to whom the management and direction of certain parts of the land revenues of the Crown (including amongst other parts thereof the land revenues of Cumberland), with the duties and powers appertaining thereto, had been assigned by order made under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty, of the second part, and the said William second Earl of Lonsdale of the third part, all and every the mines, veins, seams, and beds of coal, culm, ironstone, and fireclay (therein-after called "mineral substances"), within, under, or upon all that tract of land forming part of the bed of the sea belonging to Her Majesty below low-water mark to a distance of three miles therefrom, and situate adjacent to the townships or parishes of Moresby, Parton, Preston-Quarter, Whitehaven, Sandwith, Rottington, and St. Bees in the county of Cumberland, which said tract of land is more particularly described in the said indenture in recital and the plan thereunto annexed; together with full

power and authority to make such levels, headings, staples, tunnels, and other works (without interfering with the surface of the land under which the said mineral substances lay) as might be necessary for the searching for, working, getting, raising, and carrying away the said mineral substances or any of them, and to search for, work, get, raise, and carry away the same accordingly, were, in consideration of the rent and royalties therein-after reserved, and of the covenants therein-after contained, and in exercise of the powers therein referred to, and with the consent of the Commissioners of Her Majesty's Treasury, demised unto the said William second Earl of Lonsdale, his executors, administrators, and assigns, for the term of thirty-one years from the 5th day of July 1859, but determinable as therein mentioned, and at and under the yearly rent of £1, and the royalties herein-after mentioned; that is to say, 2*d.* for every ton of large coal, 1*d.* for every ton of small coal, 1½*d.* for every ton of ironstone, and 1½*d.* for every ton of fireclay respectively worked or gotten from, within, under, or upon the said tract of land therein-before described, and which had been or should be vended except as therein provided, and subject to the covenants and agreements therein contained, and on the lessee's part to be observed and performed. And the said indenture in recital contains a proviso that in case the said William Earl of Lonsdale, his executors, administrators, or assigns should be desirous of determining that lease at the end of the first or any subsequent period of three years of the term thereby granted (such periods being calculated from the commencement of the same term) and of such his or their desire should give such notice as therein mentioned, then from and after the expiration of the same period the said lease should cease and determine, without prejudice nevertheless to any rent or royalty then due, or to any breach or breaches of covenant then committed, and to the rights or powers of compelling payment and enforcing or recovering damages in respect of the same :

And whereas by a memorandum in writing under the hand of the said William second Earl of Lonsdale, dated the 30th day of March 1871, the said William second Earl of Lonsdale declared that the said recited lease was taken and was held by him on behalf of the trustees of the said will of his father the said William first Earl of Lonsdale, and of the settlement made in pursuance of the said will, meaning thereby the settlement of 1855 :

Declaration  
of trust of  
March 30,  
1871.

And whereas the said Henry Cecil Lowther died on the 6th day of December 1867 :

And whereas the said William second Earl of Lonsdale died on the 4th day of March 1872, having duly made his will, dated the 18th day of February 1871, and having thereby appointed his

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nephews, the said Henry Lowther and George Augustus Frederick Cavendish Bentinck, now the Right Honourable George Augustus Frederick Cavendish Bentinck, and the said William Nicholson Hodgson and Charles Hopkinson his executors, and having devised and bequeathed all the estates which at his decease should be vested in him, the said testator, upon trust or by way of mortgage unto the said George Augustus Frederick Cavendish Bentinck, William Nicholson Hodgson, and Charles Hopkinson, their heirs, executors, administrators, and assigns respectively, upon the trusts and subject to the equities which at his decease should be subsisting or capable of taking effect therein respectively, and on the 26th day of March 1872 the said will of the said William second Earl of Lonsdale, with six codicils thereto, was proved by the said Henry Lowther, then the Right Honourable Henry Earl of Lonsdale, George Augustus Frederick Cavendish Bentinck, William Nicholson Hodgson, and Charles Hopkinson in the Principal Registry of Her Majesty's Court of Probate:

And whereas the said William second Earl of Lonsdale died without having been married, and upon his decease his titles or dignities descended to his nephew, the said Henry Earl of Lonsdale, and under the limitations of the Settlement of 1855 the said Henry Earl of Lonsdale also thereupon became entitled for his life to the possession or receipt of the rents and profits of the said honours, manors, and hereditaments thereby settled, or which had become and then were subject to the limitations thereof, including the said premises comprised in the said recited indenture of lease of the 27th day of August 1860:

And whereas the said William Nicholson Hodgson died on the 2nd day of April 1876:

Will of  
Henry Earl  
of Lonsdale.

And whereas the said Henry Earl of Lonsdale duly made his will, dated the 7th day of February 1876, and thereby appointed his wife the Right Honourable Emily Susan Countess of Lonsdale, and William Stuart Stirling Crawford, Esquire, and James Lowther, Esquire, M.P., now the Right Honourable James Lowther, executors thereof; and he also appointed his said wife guardian of the persons and fortunes of such of his sons as at the time of his decease should be under the age of 21 years during their respective minorities. And the said testator thereby devised all the freehold manors, messuages, lands, tenements, and hereditaments in the counties of Westmorland, Cumberland, and Rutland to which he should be entitled at his decease, or of which he should then have power to dispose by will, with the appurtenances, to the uses following; that is to say, to the use and intent that the said Emily Susan Countess of Lonsdale might from the day of his decease and thenceforth during

her life receive a yearly rentcharge of £1,500 with the usual powers of entry and distress, and detention of possession, and perception of rents and profits for recovering and enforcing payment thereof, and subject thereto, to the use of the said William Stuart Stirling Crawford and James Lowther, their executors, administrators, and assigns, for the term of 500 years from the day of his decease upon the trusts therein declared and herein-after mentioned, and from and after the expiration or determination of the said term, and in the meantime subject thereto and to the trusts thereof; to the use of his the said testator's eldest son, the said St. George Henry Earl of Lonsdale, then St. George Henry Viscount Lowther, during his life, with remainder; to the use of the first and every other son of the said St. George Henry Earl of Lonsdale successively according to their respective seniorities in tail male with remainder; to the use of his the said testator's second son the Honourable Hugh Cecil Lowther during his life with remainder; to the use of the first and every other son of the said Hugh Cecil Lowther successively according to their respective seniorities in tail male with remainder; to the use of his the said testator's third son the Honourable Charles Edwin Lowther during his life with remainder; to the use of the first and every other son of the said Charles Edwin Lowther successively according to their respective seniorities in tail male with remainder; to the use of his the said testator's fourth son the Honourable Lancelot Edward Lowther during his life with remainder; to the use of the first and every other son of the said Lancelot Edward Lowther successively according to their respective seniorities in tail male with remainder; to the use of his the said testator's fifth and every other son thereafter to be born according to priority of birth during his life with remainder after the decease of each such son to the use of his first and every other son successively according to their respective seniorities in tail male with remainder; to the use of Richard Bateson, a Lieutenant-Colonel in Her Majesty's First Regiment of Life Guards, and Alfred Henry Caulfeild, Esquire, their executors, administrators, and assigns, for the term of one thousand years to be computed from the failure of issue male of his the said testator's said sons upon the trusts therein-after declared and herein-after mentioned, and from and after the expiration or determination of the said term of one thousand years, and in the meantime subject thereto and to the trusts thereof; to the use of his the said testator's brother the Honourable William Lowther during his life with remainder; to the use of his first and every other son successively according to their respective seniorities in tail male with remainder; to the use of his the said testator's own right heirs. And the said testator thereby

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A.D. 1880. — declared that if any person to whom the said manors and hereditaments were therein-before devised for an estate in tail male should be born in his lifetime, then and in every such case he thereby revoked the devise therein-before made to such person, and in lieu thereof he devised the manors and other hereditaments comprised in the devise so revoked; to the use of the person so therein-before made tenant in tail male during his life only, and from and after the determination of that estate by forfeiture or otherwise in his lifetime; to the use of the said William Stuart Stirling Crawford and James Lowther during the life of the person so made tenant for life as last aforesaid, upon trust to protect contingent estates with remainder after the decease of such tenant for life; to the use of his first and every other son successively according to their respective seniorities in tail male. And the said testator thereby further declared that the said term of 500 years therein-before limited to the said William Stuart Stirling Crawford and James Lowther was so limited, and that they should stand possessed of the said manors and hereditaments comprised in the same term upon the trusts therein declared for better securing the payment of the said rentcharge of £1,500 therein-before limited to the said Emily Susan Countess of Lonsdale; and upon further trust to levy and raise from and out of the same manors and hereditaments for each of his the said testator's sons (except his eldest son for the time being entitled to the possession or receipt of the rents and profits of such manors and hereditaments) such a sum, if any, as together with the sums therein-before appointed to him by way of portion as in the said will in recital mentioned would make up for each such son the portion of £50,000, and for each of his the said testator's daughters the portion of £30,000, the portion thereby directed to be raised for each such son or daughter respectively to be raised immediately after his the said testator's decease, with interest at the rate of £4 per cent. per annum on each such sum from the day of his death. And the said testator thereby declared that the said term of 1,000 years therein-before limited to the said Richard Bateson and Alfred Henry Caulfeild was so limited, and that they should stand possessed of the said manors and hereditaments comprised in the same term upon trust in case there should be a failure of his issue male entitled under the limitations therein-before contained to the said manors and hereditaments therein-before devised, so that the limitations therein-before contained in favour of his said brother and his issue male should take effect in possession, and if he the said testator should leave any daughter or daughters him surviving, then and so soon as there should be such failure of his issue male to levy and raise from and out of the same manors and

hereditaments for each such daughter who should survive him the sum of £70,000, together with interest at the rate of £4 per cent. per annum for each such sum of £70,000 from the time the same should become raiseable, and to pay the sum or sums so to be raised and the interest thereof to the Trustees or Trustee for the time being of the sum or sums therein-before directed to be raised under the trusts of the said term of 500 years therein-before limited for the portion or portions of his said daughter or daughters. And the said Henry Earl of Lonsdale by his said will declared that his eldest son, the said St. George Henry Earl of Lonsdale, or any other son of his who should survive him, and under the limitations of the settlement of 1855 become entitled to the honours, manors, hereditaments, and premises thereby settled for an estate in tail male in possession, should within six calendar months after he should become so entitled, or if he should be then under the age of 21 years, within six calendar months after he should attain that age, do and execute all such acts, disentailing, and other assurances as should be necessary or expedient, or as the said William Stuart Stirling Crawford and James Lowther, or the survivor of them, or the executors or administrators of such survivor, should require, for converting his estate in tail male into a fee simple absolute, and for conveying, settling, and assuring the honours, manors, hereditaments, and premises comprised in and settled by or which should then be subject to the uses or limitations of the settlement of 1855, to such of the uses, and upon and for such of the trusts, intents, and purposes, and with, under, and subject to such of the powers and provisions by the said will in recital expressed and declared of or concerning the said manors and hereditaments thereby devised in strict settlement as aforesaid as should be then subsisting and capable of taking effect or being performed, but not so as to increase or multiply charges or powers of charging. And the said will of the said Henry Earl of Lonsdale contains powers for the several persons thereby made tenants for life of the manors and hereditaments thereby devised to charge jointures and portions, and also powers of granting, farming, building, and mining leases to be exercised by each such tenant for life in possession if of full age, and during the minority of any such tenant for life, by the said William Stuart Stirling Crawford and James Lowther, and the survivor of them, and the executors or administrators of such survivor, and powers of enfranchisement and of partition, sale, and exchange to be exercised by the said William Stuart Stirling Crawford and James Lowther, and the survivor of them, and the executors or administrators of such survivor, but during the life of any tenant for life of the manors and heredita-

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ments thereby devised, if of full age, with his consent in writing, the moneys to arise from any enfranchisement, partition, sale, or exchange to be applied with the like consent either in the purchase of other hereditaments to be settled to the uses of the same will or in the enfranchisement of any lands of copyhold or customary tenure for the time being subject to the subsisting trusts thereof. And by his said will the said Henry Earl of Lonsdale also gave and devised all the copyhold messuages, lands, tenements, and hereditaments of or to which he should at the time of his decease be seised or entitled, or of which he should then have power to dispose by will, with their appurtenances, unto and to the use of the said William Stuart Stirling Crawford and James Lowther, their heirs and assigns, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers and provisions as (regard being had to the difference in the nature and tenure of the property) should best and most nearly correspond with the uses, trusts, intents, and purposes, powers, and provisions therein contained of or concerning the said manors and freehold hereditaments therein-before devised in strict settlement, but not so as to increase or multiply charges or powers of charging. And by the said will in recital the said Henry Earl of Lonsdale devised and bequeathed all the leasehold messuages, lands, tenements, and hereditaments, whether holden for any life or lives, or for any term or terms of years absolute or determinable with any life or lives, of or to which he should at the time of his decease be seised, possessed, or entitled, or of which he should then have power to dispose by will, unto the said William Stuart Stirling Crawford and James Lowther, their executors, administrators, and assigns, for all such estate, term, or interest as he should have therein respectively at his death, upon trust out of the rents and profits thereof to pay the rents reserved by the leases thereof respectively, and to observe and perform the covenants and conditions in the same leases respectively contained and on the lessee's part to be observed and performed, and subject thereto, to hold the same premises upon such trusts and with and subject to such powers and provisions as (regard being had to the difference in the nature and tenure of the property) would best and most nearly correspond with the uses, trusts, powers, and provisions therein declared and contained of or concerning the manors and freehold hereditaments therein-before devised in strict settlement, but not so as to increase or multiply charges or powers of charging. And the said Henry Earl of Lonsdale thereby empowered the said William Stuart Stirling Crawford and James Lowther, and the survivor of them, and the executors or administrators of such survivor, by mortgaging any part of his said lease-



hold estates, to raise any sum or sums of money that might be required for purchasing the reversion of the same estates or any of them : A.D. 1880.

And whereas the said Henry Earl of Lonsdale died on the 15th day of August 1876 without having revoked or altered his said will, and on the 18th day of September 1876 the same was proved by the said Emily Susan Countess of Lonsdale, William Stuart Stirling Crawford, and James Lowther, the executors thereof, in the Principal Registry of the Probate Division of the High Court of Justice :

And whereas upon the decease of the said Henry Earl of Lonsdale his titles and dignities descended to his eldest son the said St. George Henry Earl of Lonsdale, then St. George Henry Viscount Lowther, and the said St. George Henry Earl of Lonsdale, who is herein-after called "the present Earl," attained the age of 21 years on the 4th day of October 1876 :

And whereas upon the decease of the said Henry Earl of Lonsdale, the present Earl, under the uses or limitations of the settlement of 1855, became entitled for an estate in tail male in possession to the honours, manors, and freehold, customary, or tenant right, and copyhold hereditaments then subject to such uses or limitations, and under the same uses and limitations the present Earl upon his attaining the age of 21 years also became absolutely entitled to the leasehold hereditaments and premises then comprised in or subject to the trusts of the settlement of 1855, including the mines and minerals demised by the said recited indenture of lease of the 27th day of August 1860 :

And whereas upon the decease of the said Henry Earl of Lonsdale, and under the limitations of his said recited will, the present Earl also became entitled for his life to the possession or receipt of the rents and profits of the said manors and hereditaments thereby devised in strict settlement as aforesaid, and also, as heir-at-law of the said Henry Earl of Lonsdale, to the ultimate reversion in the same manors and hereditaments :

And whereas by the conjoint effect of three several disentailing assurances executed by the present Earl, dated respectively the 18th day of October 1876, the 19th day of October 1876, and the 25th day of October 1876, and duly enrolled, and of an indenture of settlement, dated the 11th day of November 1876, and made between the present Earl of the first part, the said William Stuart Stirling Crawford and James Lowther of the second part, and the said George Augustus Frederick Cavendish Bentinck and Charles Hopkinson of the third part, as rectified by an order of the High Court of Justice, dated the 18th day of December 1876, and made

Settlement  
of November  
11, 1876,  
and order  
rectifying  
that deed.

A.D. 1880. in the Chancery Division of the said Court, in an action in which the present Earl was plaintiff, and the said George Augustus Frederick Cavendish Bentinck and Charles Hopkinson and others were defendants (which indenture was executed in pursuance of the aforesaid direction in that behalf contained in the said recited will of the said Henry Earl of Lonsdale, and as rectified by the said order is herein-after referred to as the "settlement of 1876"), the freehold hereditaments whereof the present Earl became tenant in tail male under the uses or limitations of the settlement of 1855 were vested in the said William Stuart Stirling Crawford and James Lowther, to such of the uses, and upon and for such of the trusts, intents, and purposes, and with, under, and subject to such of the powers and provisions by the said recited will of the said Henry Earl of Lonsdale expressed and declared concerning the freehold manors and hereditaments thereby devised in strict settlement as were then subsisting or capable of taking effect or being performed, but not so as to increase or multiply charges or powers of charging, and the customary or tenant right and copyhold hereditaments to which, under the trusts or limitations of the settlement of 1855, the present Earl had become entitled for an estate in tail male were vested in or were directed to be vested in the said William Stuart Stirling Crawford and James Lowther, upon and for such trusts, intents, and purposes, and with, under, and subject to such powers and provisions as (regard being had to the difference in the nature and tenure of the property) should most nearly correspond with the uses, trusts, intents, and purposes, powers, and provisions declared as aforesaid of the freehold manors and hereditaments comprised in the settlement of 1876, but not so as to increase or multiply charges or powers of charging. And by the said indenture of the 11th day of November 1876, as rectified as aforesaid by the said order of the 18th day of December 1876, the mines, minerals, and premises demised by the said recited indenture of lease of the 27th day of August 1860, and which were then vested in the said George Augustus Frederick Cavendish Bentinck and Charles Hopkinson, as the surviving executors and trustees of the will of the said William second Earl of Lonsdale, together with the other leasehold premises to which under the trusts or limitations of the settlement of 1855 the present Earl had become entitled as aforesaid, were vested or directed to be vested in the said William Stuart Stirling Crawford and James Lowther for the residues of the terms then subsisting in the said leasehold premises respectively, subject to the rents and covenants by and in the leases under which the same premises were held respectively reserved and contained, and upon and for such trusts, intents, and purposes, and with, under, and subject to such powers and provisions as

(regard being had to the difference in the nature and quality of the property) should most nearly correspond with the uses, trusts, intents, and purposes, powers, and provisions declared as aforesaid of or concerning the freehold manors and hereditaments comprised in the settlement of 1876: A.D. 1880.

And whereas by an indenture dated the 5th day of July 1878, and made between the present Earl of the first part, the Right Honourable Constance Gladys Herbert, commonly called Lady Constance Gladys Herbert, of the second part, the Right Honourable Elizabeth Lady Herbert, of Lea, widow, the mother and guardian of the said Lady Constance Gladys Herbert of the third part, Charles Henry Wyndham a'Court Repington, Esquire, and the Honourable Michael Henry Herbert, of the fourth part, the Honourable Sidney Herbert, M.P., and the said James Lowther of the fifth part, and James William Lowther, Esquire, and the Right Honourable John William Robert Viscount de Vesci of the sixth part (which indenture was executed in contemplation of the marriage of the present Earl with the said Lady Constance Gladys Herbert), all the manors and hereditaments in the counties of Westmorland, Cumberland, and Rutland devised in strict settlement by the said recited will of the said Henry Earl of Lonsdale, of which the short particulars were given in the first schedule to the said indenture in recital, which had not been sold or exchanged, and all other the manors and hereditaments which by purchase, exchange, or otherwise had become and then were subject to the uses or limitations of the same will, with the appurtenances, were, in consideration of the said then intended marriage, demised by the present Earl unto the said Charles Henry Wyndham a'Court Repington and Michael Henry Herbert, their executors, administrators, and assigns, for the term of 99 years from the solemnisation of such marriage, if the present Earl and the said Lady Constance Gladys Herbert should both so long live, nevertheless, upon trust for raising for the separate use of the said Lady Constance Gladys Herbert the annual sum of £1,400 to be paid quarterly by way of pin money. And also for raising all such moneys as should be required to defray and satisfy the costs and expenses incurred in performing any of the trusts of the said term of 99 years, or otherwise in relation thereto. And by the said indenture in recital, for the consideration aforesaid, and in exercise of the power for that purpose given to him by the said recited will of the said Henry Earl of Lonsdale, the present Earl appointed to and to the use of the said Lady Constance Gladys Herbert and her assigns for her life, in case the said then intended marriage should take place and she should survive him, a yearly rentcharge of £5,000 for her jointure to be charged upon the said manors and here-

Indenture  
of July 5,  
1878,  
charging  
pin money  
and jointure  
and portions  
on marriage  
of present  
Earl.

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— ditaments therein-before demised, and to commence from the day of the death of the present Earl, and to be payable quarterly, with the usual powers of entry and distress and detention of possession and perception of rents and profits for recovering and enforcing the payment of the same rentcharge. And by the said indenture in recital, for the consideration aforesaid, and in exercise of the power for that purpose given to him by the said recited will of the said Henry Earl of Lonsdale, the present Earl appointed the said hereditaments and premises therein-before charged with the payment of the said rentcharge of £5,000, subject to the same rentcharge and the powers and remedies therein-before limited for enforcing payment thereof, unto and to the use of the said Sidney Herbert and James Lowther, their executors, administrators, and assigns, for the term of three hundred years from the death of the present Earl, upon the trusts therein declared, for better securing the payment of the same rentcharge of £5,000. And by the said indenture in recital, for the consideration aforesaid, and in exercise of the power for that purpose given to him by the said recited will of the said Henry Earl of Lonsdale, the present Earl charged the said hereditaments and premises therein-before demised (subject to the said rentcharge of £5,000 and the powers and remedies and term of years therein-before given and created for securing the payment thereof) with the payment as and for the portion or portions of the child or children of the said then intended marriage (other than the first or only son or any other son who before attaining the age of 21 years should become entitled to the first estate in tail male under the limitations of the said recited will of the said Henry Earl of Lonsdale in the manors and hereditaments thereby devised in strict settlement) of such sum or sums as are herein-after mentioned; that is to say, if there should be but one such child (other than as aforesaid), the sum of £20,000, and if there should be but two such children (other than as aforesaid), the sum of £40,000, and if there should be three or more such children (other than as aforesaid), the sum of £50,000. And by the said indenture in recital, for the consideration aforesaid, and in exercise of the power for that purpose given to him by the said recited will of the said Henry Earl of Lonsdale, the present Earl charged the said manors, hereditaments, and premises therein-before charged with portions as aforesaid (subject to the said yearly rentcharge of £5,000 and the powers and remedies and terms of years for securing the payment thereof) with the payment after his death, for the maintenance or education of every or any child of the said then intended marriage for the time being entitled in expectancy to a portion as aforesaid, of any annual sum or sums of money not exceeding what the interest of the then expectant portion of such child would amount

to after the rate of £4 per cent. per annum, and to be paid to such person or persons, and applied for maintenance or education in the manner in the said indenture in recital mentioned. And by the said indenture in recital, for the consideration aforesaid, and in exercise of the power for that purpose given to him by the said recited will of the said Henry Earl of Lonsdale, the present Earl appointed the said manors, hereditaments, and premises therein-before charged with such portion or portions and maintenance as aforesaid (subject to the said yearly rentcharge of £5,000, and the powers and remedies and term of years for securing the payment thereof), unto and to the use of the said James William Lowther and John William Robert Viscount de Vesci, their executors, administrators, and assigns, for the term of 1,000 years from the death of the present Earl, upon the trusts therein declared for raising the said sums thereby respectively charged for portions, together with interest for the same, and such annual sum or sums by way of maintenance as aforesaid, and also the costs and expenses of and incidental to the raising of such sum or sums, or otherwise to be incurred in or about the execution of the trusts of the same term, so far as such costs and expenses should not be otherwise discharged:

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And whereas on the 6th day of July 1878 the present Earl intermarried with the said Lady Constance Gladys Herbert, but there has been no issue of such marriage:

And whereas the said Henry Earl of Lonsdale, who had no younger son born after the date of his said recited will, left his three younger sons, the said Hugh Cecil Lowther, Charles Edwin Lowther, and Lancelot Edward Lowther, him surviving, and they are respectively still living, and the said Hugh Cecil Lowther has attained the age of 21 years, but the said Charles Edwin Lowther and Lancelot Edward Lowther are respectively still infants under that age:

And whereas on the 27th day of June 1878 the said Hugh Cecil Lowther intermarried with Lady Grace Cicelie Gordon, but there has been no issue of such marriage, and on the 12th day of June 1878 the said Charles Edwin Lowther intermarried with Kate Benjamin, but there has been no issue of such marriage:

And whereas the said Henry Earl of Lonsdale left two daughters only him surviving, viz., Lady Sybil Emily Lowther and Lady Verena Maud Lowther, who are both still living, and are respectively infants under the age of 21 years and unmarried:

And whereas under the trusts of the said term of 500 years limited to the said William Stuart Stirling Crawford and James Lowther by the said recited will of the said Henry Earl of Lonsdale,

A.D. 1880. — the sum of £70,000 became raiseable for the portions of his younger sons, and the sum of £60,000 for the portions of his daughters, and the sum of £60,000 part of the said sum of £70,000 has been raised, but the sum of £10,000 residue of the same sum, and also the said sum of £60,000 for the portions of the said Lady Sybil Emily Lowther and Lady Verena Maud Lowther still remain unraised :

And whereas the said Henry Earl of Lonsdale left his brother, the said William Lowther, him surviving, and the said William Lowther is still living :

And whereas the said William Lowther has had issue four sons only, viz., the said James William Lowther, and Gerard Augustus Lowther, Harold Arthur Lowther, and Henry Cecil Lowther, herein-after called Henry Cecil Lowther the younger, and they were all born in the lifetime of the said Henry Earl of Lonsdale, and are now living, and the said James William Lowther and Gerard Augustus Lowther have respectively attained the age of 21 years, but the said Harold Arthur Lowther and Henry Cecil Lowther the younger are respectively infants under that age :

And whereas the persons now living and entitled to the estates, subject to the uses or limitations of the said recited will of the said Henry Earl of Lonsdale, and the settlement of 1876 herein-after collectively referred to as "the settled estates," are—

- (a.) The present Earl ;
- (b.) Hugh Cecil Lowther ;
- (c.) Charles Edwin Lowther ;
- (d.) Lancelot Edward Lowther ;
- (e.) William Lowther ;
- (f.) James William Lowther ;
- (g.) Gerard Augustus Lowther ;
- (h.) Harold Arthur Lowther ;
- (i.) Henry Cecil Lowther the younger ;

the present Earl being tenant for life in possession, and entitled to the ultimate reversion, and each of the other persons last herein-before named being tenant for life in remainder of the settled estates :

And whereas the persons unborn who may become entitled to the settled estates are—

- (a.) Issue male of the present Earl ;
- (b.) Issue male of Hugh Cecil Lowther ;
- (c.) Issue male of Charles Edwin Lowther ;
- (d.) Issue male of Lancelot Edward Lowther ;
- (e.) Issue male of James William Lowther ;
- (f.) Issue male of Gerard Augustus Lowther ;

- (g.) Issue male of Harold Arthur Lowther;
- (h.) Issue male of Henry Cecil Lowther the younger;
- (i.) Sons hereafter born of William Lowther and their issue male:

And whereas the persons entitled to charges or incumbrances upon the settled estates under the said recited will of the said Henry Earl of Lonsdale and the settlement of 1876 are—

- (a.) Emily Susan Dowager Countess of Lonsdale, in respect of her jointure rentcharge of £1,500;
- (b.) William Stuart Stirling Crawford and James Lowther, as trustees of the term of 500 years created by the said recited will of the said Henry Earl of Lonsdale, and such of the younger children of the said Henry Earl of Lonsdale as are entitled to portions under his said will which have not been raised;
- (c.) Richard Bateson and Alfred Henry Caulfeild, as trustees of the term of 1,000 years created by the said recited will of the said Henry Earl of Lonsdale, and the daughters of the said Henry Earl of Lonsdale, for whom additional portions are provided by the said will;
- (d.) Constance Gladys Countess of Lonsdale, in respect of her pin money and her jointure rentcharge of £5,000;
- (e.) Charles Henry Wyndham a'Court Repington and Michael Henry Herbert, as trustees of the term of 99 years created by the indenture of the 5th day of July 1878;
- (f.) Sidney Herbert and James Lowther, as trustees of the term of 300 years created by the last-mentioned indenture;
- (g.) The younger children of the present Earl by the said Constance Gladys Countess of Lonsdale who may become entitled to portions and maintenance under the said indenture of the 5th day of July 1878;
- (h.) James William Lowther and John William Robert Viscount de Vesci, as trustees of the term of 1,000 years created by the last-mentioned indenture:

And whereas since the decease of the said Henry Earl of Lonsdale the present Earl has worked, and is still continuing to work, for his own benefit, the coal and other minerals comprised in the said recited indenture of lease of the 27th day of August 1860, and a large part of the mining plant, stock, and machinery now employed in working the said coal and other minerals has been purchased by the present Earl, and is his absolute property; but the residue of such plant, stock, and machinery is subject to the limitations or trusts of the settlement of 1876:

And whereas the present Earl is also working, for his own benefit, other mines and collieries forming part of the settled estates, and

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part of the plant, stock, and machinery employed in such working is the absolute property of the present Earl, but the remainder thereof belongs to and is subject to the trusts of the settled estates:

Articles of agreement of 2nd day of February 1880.

And whereas, by articles of agreement dated the 2nd day of February 1880, and made between the Queen's most Excellent Majesty of the first part, the said Charles Alexander Gore, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues, in charge of the hereditaments therein-after described, of the second part, and the present Earl, therein-after called the lessee, of the third part, after reciting or referring to the said recited indenture of lease of the 27th day of August 1860, the said Charles Alexander Gore, as such Commissioner as aforesaid, under the powers in the said articles in recital referred to, on behalf of Her Majesty agreed to grant a lease to the lessee, who thereby agreed to accept and execute the same, of all such estate, right, and interest as Her Majesty might possess in and to all and every the mineral substances within or under all that tract of land described in and the mineral substances under which were demised by the therein-before recited indenture of lease, and within or under all that other tract of land forming part of the bed of the sea called the Irish Sea adjoining the tract of land described in the therein-before recited indenture of lease, and bounded on the east by such tract of land, on the west by an imaginary line drawn due north and south from a point ten miles due west from the lighthouse on St. Bees Head, described on the said plan annexed to the therein-before recited indenture, until met by the northern and southern boundaries respectively of the premises now being described, and on the north and south by imaginary lines drawn due west from the extreme northern and southern points respectively of the north and south boundaries respectively of the premises described in the therein-before recited indenture of lease, until such lines meet the western boundary of the premises now being described; together with full power and authority for the lessee (subject to the provisions therein-after contained for reserving certain barriers in the mineral substances) to make such levels, headings, staples, tunnels, and other works in the mineral substances, and to and from the adjacent lands of the lessee situate in the said county of Cumberland (without in any way injuring or interfering with, and making full compensation to Her Majesty, her heirs and successors, and all other persons entitled thereto, for all injury or damage done or occasioned to the surface of the lands under which the said mineral substances lie, and any buildings or erections at any time standing and being thereon) as may be necessary for the searching



for, working, getting, raising, and carrying away of the said mineral substances, or any of them, and to search for, work, get, raise, and carry away the same accordingly (subject, nevertheless, as regards such parts of the premises therein-before described as are subject thereto, to the therein-before recited indenture of lease), for the term of 42 years from the 5th day of July 1880, at the yearly rent of £1, and at the several royalties following; viz., in respect of the mineral substances gotten and raised previously to the 5th day of July 1890, the royalties of 2*d.* for every ton of large coal, 1*d.* for every ton of small coal, and 1½*d.* for every ton of ironstone and fireclay, and in respect of the mineral substances gotten and raised on and after the said 5th day of July 1890, the royalties of 3*d.* for every ton of large coal, 1½*d.* for every ton of small coal, and 1½*d.* for every ton of ironstone and fireclay. And the said articles in recital contain a proviso that the said lease shall not be granted until after the 10th day of October 1880, and that if the lessee shall be desirous of purchasing the premises therein-before agreed to be demised, and of such desire, shall, before the said 10th day of October 1880, give to the said Charles Alexander Gore, or other the Commissioner or Commissioners of Her Majesty's Woods, Forests, and Land Revenues for the time being, having charge of the premises therein-before agreed to be demised, or leave at the office for the time being of the said Commissioner or Commissioners notice in writing, then and in such case, instead of granting the lease therein-before agreed to be granted, the said Charles Alexander Gore, or other the Commissioner or Commissioners aforesaid, shall sell to the lessee, who shall purchase from Her Majesty for the sum of £50,000 (to be paid as therein-after mentioned), all the premises therein-before agreed to be demised, and also all other mines and minerals (if any) down to the bottom of the coal measures in and under the tracts of land therein-before described, together with all such right and powers as are therein-before agreed to be granted, but subject, nevertheless, as aforesaid. And it is by the said articles in recital further agreed, that in the event of the lessee electing to purchase the said premises, the purchase money of £50,000 shall be paid into the Bank of England to the credit of the cash account of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues on or before the 31st day of December 1880. And the said Articles in recital also contain a provision for enabling the Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues to cancel the agreement thereby made if the lessee, after having given notice of his desire to purchase the said premises, shall fail to comply with any of the conditions therein contained so far as the same relate to such sale and purchase as aforesaid :

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And whereas the mines and minerals comprised in the said recited articles of agreement, and thereby agreed to be demised or sold to the present Earl, are of great extent, and taken in connexion with the pits, shafts, and works on the adjoining settled estates of the present Earl are of great value, and likely to produce a large income for a very long period, and it would be very beneficial to the present Earl, and other the persons interested or to become interested in the settled estates, that the reversion and inheritance in such of the said mineral substances as are comprised in the said recited indenture of lease of the 27th day of August 1860, and the freehold and inheritance in the remainder of the said mines and minerals should be acquired for and added to the settled estates, and that for that purpose the said William Stuart Stirling Crawford and James Lowther, as trustees of the same estates, or other the trustees or trustee thereof for the time being, should be authorised to adopt the said agreement entered into by the present Earl, and to exercise the option to purchase thereby given, and for completing such purchase to raise from and out of such of the settled estates as are situate in the counties of Cumberland and Westmorland, or any part thereof, including the hereditaments comprised in the said recited articles of agreement, the sum of £50,000, the price thereby fixed for the purchase of the same hereditaments; but neither the said recited will of the said Henry Earl of Lonsdale nor the settlement of 1876 contains any provision authorising the said William Stuart Stirling Crawford and James Lowther to make such purchase or to raise the said purchase money of £50,000:

And whereas it would also be very beneficial to the present Earl, and to the several other persons interested or to become interested in the settled estates, that the said William Stuart Stirling Crawford and James Lowther, or other the trustees or trustee for the time being of the same estates, should be authorised to lease to any company now existing or to be hereafter formed, or to any person or persons, the mines and minerals demised by the said recited indenture of the 27th day of August 1860, or any part thereof, or any other mines, minerals, or collieries for the time being forming part of the settled estates, and to sell to such company or person or persons the mining plant, stock, and machinery vested in such trustees or trustee and employed in working any of such mines, minerals, and collieries, and to confer upon or delegate to such company or to any other lessee of the said mines, minerals, and collieries, or any part thereof, all or any of the powers, rights, and privileges now exerciseable by the present Earl or the trustees or trustee of the settled estates, of or in relation to the working of any such mines, minerals, and collieries, or of conveying, storing, or disposing of the produce thereof:

And whereas the aforesaid objects cannot be attained without the authority of Parliament : A.D. 1880.

And whereas by a judgment of the Chancery Division of the High Court of Justice, dated the 8th day of March 1880, and made by his Lordship the Master of the Rolls in an action wherein the present Earl is plaintiff and the said Hugh Cecil Lowther and the several other persons herein-before mentioned to be interested in the settled estates are defendants, the Court being of opinion that it was fit and proper and for the benefit of all the several persons interested as aforesaid in the settled estates, subject to the limitations of the will of the said Henry Earl of Lonsdale, deceased, in the statement of claim mentioned, that the option given by the said agreement of the 2nd day of February 1880 for the purchase of the mines and minerals therein mentioned should be exercised for the benefit of the settled estates, and that the said purchase should be carried into effect accordingly, and that the sum of £50,000 required to complete the said purchase should be raised out of the settled estates situated in the counties of Cumberland and Westmorland, or some part thereof, and out of the cash representing money arising from sales made under the power of sale contained in the said will, and that a proper conveyance should be executed of the said mines and minerals to the subsisting uses of the settled estates, and that proper powers of granting leases of mines and minerals and selling mining plant, stock, and machinery held on the trusts declared by the said will should be conferred on the trustees of the settled estates, it was ordered that the plaintiff should be at liberty to make application accordingly to Parliament for an Act giving all proper powers with reference to the matters aforesaid, and it was ordered that the draft of the Bill for the said Act should be approved and settled by the Judge :

Order of  
High Court  
authorising  
application  
for Act.

And whereas by the certificate of the chief clerk of his Lordship the Master of the Rolls, made in pursuance of the herein-before recited judgment of the 8th day of March 1880, and dated the 30th day of April 1880, 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 as directed by the said judgment, and such draft is identified by the signature of the chief clerk to the memorandum in the margin of the first page 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 action, and such certificate has been duly approved by his Lordship the Master of the Rolls and filed in the Filing and Record Department of the Central Office of the Supreme Court of Judicature :

Wherefore Your Majesty's most dutiful and loyal subject St. George Henry Earl of Lonsdale doth hereby humbly beseech Your

A.D. 1880. Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

Short title. 1. This Act may be cited as the *Lonsdale Settled Estates Act, 1880.*

Trustees under this Act. 2. The powers of this Act shall be exercised by the said William Stuart Stirling Crawford and James Lowther, and the survivor of them, and the executors or administrators of such survivor, and other the trustees and trustee for the time being of the said recited will of the said Henry Earl of Lonsdale and of the settlement of 1876 (all of whom are herein-after comprised in the expression "the Trustees"), but with the consent in writing of the person, if any, for the time being entitled to the possession or receipt of the rents and profits of the settled estates, and of full age, and if there be no such person, then at the discretion of the Trustees.

Power for Trustees to adopt and carry out agreement for purchase entered into by the present Earl. 3. The Trustees may at any time after the passing of this Act accept and adopt the agreement entered into by the present Earl by the said recited articles of agreement of the 2nd day of February 1880, and may exercise the option thereby given of purchasing the mines, minerals, and hereditaments therein comprised, and do all such acts as may be necessary for obtaining the benefit of the said agreement and completing the said purchase.

Trustees to settle the hereditaments to be purchased. 4. The Trustees shall cause or permit the said mines, minerals, and hereditaments so to be purchased to be conveyed to such of the uses, and upon and for such of the trusts, intents, and purposes, and with, under, and subject to such of the powers and provisions by the said recited will of the said Henry Earl of Lonsdale and the settlement of 1876 expressed and declared concerning the settled estates as shall at the time when such purchase is completed be subsisting or capable of taking effect or being performed, but not so as to increase or multiply charges or powers of charging.

Power for Trustees to borrow. 5. The Trustees may at any time after the passing of this Act, for the purpose of purchasing the mines, minerals, and hereditaments comprised in the said recited articles of agreement of the 2nd day of February 1880, raise on the security of such of the settled estates as are situate in the counties of Cumberland and Westmorland, or any part thereof, including the hereditaments comprised in the said articles of agreement, any sum or sums of money not exceeding in the whole £50,000, and in order to secure the repayment thereof with interest thereon, may mortgage the hereditaments to be charged therewith to the person or persons

advancing such sum or sums, or his or their nominee or nominees, and shall apply the moneys so to be raised in the discharge of the purchase money of the said mines, minerals, and hereditaments.

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6. In order to discharge the principal money secured by any mortgage made under this Act the person for the time being entitled to the actual possession or receipt of the rents and profits of the settled estates shall in each year, for the period of 25 years from the 5th day of July 1890 (on which day the term created by the said recited indenture of lease of the 27th day of August 1860 will expire), pay to the Trustees the sum of £2,000 by equal half-yearly payments on the 5th day of January and the 5th day of July in every year, such yearly sums to be charged on the rents and profits of the settled estates, including the hereditaments to be purchased as aforesaid, but subject to the existing powers of sale and exchange, and to all charges created or to be created under the powers of the said recited will of the said Henry Earl of Lonsdale or the settlement of 1876; and the Trustees shall hold and apply the sums so to be paid as if they were moneys arising from an exercise of the powers of enfranchisement, sale, and exchange to which, under the said recited will of the said Henry Earl of Lonsdale or the settlement of 1876, the settled estates are now subject.

Sinking fund to be provided to pay off moneys secured by mortgages.

7. Every mortgage to be made under this Act may contain such powers and provisions as the Trustees may think proper or expedient, and every such mortgage shall have priority to the charges for jointures, portions, and pin money respectively made by the said recited will of the said Henry Earl of Lonsdale and the said indenture of the 5th day of July 1878 herein-before respectively recited, but without prejudice to any security made for money actually raised before the date of the mortgage.

Mortgages may contain powers approved by Trustees.

8. If and whenever any money secured by mortgage under this Act is called in, or the Trustees shall think fit to pay off the same, or any part thereof, they may re-borrow, on the security of all or any part of the estates hereby authorised to be mortgaged and which shall have been mortgaged under the powers of this Act, all or any part of the sum originally secured, and in order to secure the repayment of the principal sums so re-borrowed with interest, may mortgage the hereditaments to be charged therewith to the person or persons advancing the same, or his or their nominee or nominees.

Power for Trustees to re-borrow.

9. The Trustees may from time to time make and concur in all such transfers of and other dealings with any mortgage made under the powers of this Act, and may procure all such releases or reconveyances of the hereditaments comprised therein, or any part thereof, and may make, concur in, and procure all such other

Trustees may concur in transfer, &c. of mortgages.

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dealings with and dispositions of any such mortgage or the hereditaments comprised therein, or any part thereof, as the Trustees may from time to time think expedient.

Mortgages to be redeemable.

10. Every mortgage authorised by this Act shall be and be made redeemable by the person for the time being entitled to the actual possession or to the receipt of the rents and profits of the mortgaged hereditaments.

Persons entitled to possession of settled estates to pay interest on mortgages and yearly sums for sinking fund.

11. Every person who from time to time after the making of any mortgage under the powers of this Act, and subject thereto is entitled to the actual possession or to the receipt of the rents and profits of the settled estates, shall be liable to pay and shall pay the interest secured by the mortgage and the yearly sum to be paid as aforesaid which shall fall due during the time of his being so entitled for the purpose of discharging the principal money secured, and his personal representatives shall be liable to pay and shall pay a proportionate part of the interest and of the yearly sum to be paid as aforesaid which shall accrue from the last half-yearly day of payment thereof respectively up to the day of his death; and if and whenever any person or his representatives so liable to pay any interest or yearly sum, or a proportionate part thereof respectively, as the case may be, shall fail so to do, and the same shall be paid by any other person, the person so paying any such money, or his representatives, may recover the amount so paid with interest at the rate of £4 per cent. per annum thereon from the person or his representatives liable to pay the same.

Mortgages to be subject to leases and leasing powers.

12. Every mortgage to be made by the Trustees under the powers of this Act shall be subject and without prejudice to all leases which at the time of such mortgage shall affect the mortgaged premises, or any part thereof, and to all leases of the same to be thereafter made in accordance with the said recited will of the said Henry Earl of Lonsdale, or the settlement of 1876, and to the leasing powers conferred by the same will and settlement.

Powers for Trustees to lease mines and minerals.

13. The Trustees may from time to time, either before or after they shall have purchased the mines, minerals, and hereditaments by this Act authorised to be purchased, lease the same, or any part thereof, or may lease the mines, minerals, and premises comprised in the said recited indenture of the 27th day of August 1860, or any part thereof, or any other mines, minerals, or collieries which shall for the time being form part of the settled estates to any company, person, or persons, for such term not exceeding 99 years at such rent, royalties, or other reservations, and subject to such covenants and conditions as the Trustees shall deem expedient, and upon any such lease being granted, may sell to the lessees or lessee

the mining plant, stock, and machinery vested in the Trustees, and for the time being employed in working any of such mines, minerals, or collieries, or any part thereof, and where the lessee is a company with limited liability, but not otherwise, may accept fully paid-up shares in any such company in payment wholly or partly for such mining plant, stock, and machinery; provided that every lease to be granted as aforesaid shall be at the best rent, royalty, or reservations that in the opinion of the Trustees can be reasonably obtained, either taking a fine or not, and the fine (if any), in the case of the lessee being a company with limited liability, may be paid wholly or partly in shares of the company.

14. When any mining plant, stock, or machinery subject to the trusts or limitations of the settled estates, or any part thereof, shall not be required for the working and carrying on of any mines, minerals, and collieries forming part of the settled estates, and not in lease, or for the disposal of the produce thereof, the Trustees may either sell or dispose of the whole of such plant, stock, and machinery, or of such part thereof as shall not be required as aforesaid.

Power for Trustees to sell mining plant, &c.

15. Upon any sale under the powers of this Act of any mining plant, stock, or machinery belonging partly to the present Earl and partly to the settled estates, the purchase money for the same shall, if necessary, be apportioned between the Trustees and the present Earl, or his personal representatives; and so much of such purchase money as shall be apportioned to the Trustees, and any other moneys which shall be received by them for the purchase of any mining plant, stock, or machinery, and any fine paid in money on the granting of a lease by them, shall be held by them on the same trusts as moneys arising under the powers of enfranchisement, sale, and exchange created by and for the time being subsisting under the said recited will of the said Henry Earl of Lonsdale and the settlement of 1876; and the Trustees may do or concur in any act which may be necessary or expedient for effecting any such apportionment, either by way of arbitration or otherwise.

Apportionment of purchase money of mining plant, &c.

16. Any shares in a company which shall be accepted by the Trustees under the powers of this Act in payment for mining stock, plant, or machinery, or as a fine on the granting of a lease, shall be held by them upon the same trusts and with the same powers as to sale thereof and investment of the proceeds and varying investments, and otherwise, as are created by and for the time being subsisting under the said recited will of the said Henry Earl of Lonsdale and the settlement of 1876 with respect to investments representing money arising under the powers of sale and exchange therein contained.

Shares accepted by Trustees to be held in trust.

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Trustees  
may delegate  
powers to  
lessees of  
mines.

17. Upon any lease being made under the powers of this Act, the Trustees may confer upon or delegate to the company, or other lessee or lessees taking such lease, all or any of the powers, rights, and privileges now exerciseable by the present Earl, or the Trustees or Trustee of the settled estates, of or in relation to the working of the mines, minerals, and collieries comprised in such lease, or of conveying, storing, or disposing of the produce of such mines, minerals, and collieries, or any of them.

Trustees  
receipt to  
be a dis-  
charge.

18. Every receipt from time to time given by the Trustees for any money or shares received by them under this Act shall be a discharge for the same, and from all liability, claims, and demands in respect thereof.

Indemnity  
of Trustees.

19. The several persons who from time to time are Trustees under this Act, their heirs, executors, and administrators respectively, shall not be answerable the one for the other of them, or any of them, for any involuntary loss or expense, and they respectively, out of moneys coming to their respective hands by virtue of this Act, may reimburse themselves respectively, and allow to the others of them respectively their respective costs, charges, and expenses in and about the execution of this Act.

Expenses  
of Act.

20. All costs, charges, and expenses of and incidental or preparatory to the obtaining or passing of this Act, and of all parties in relation thereto as between solicitor and client, including the costs of the said action, shall be paid by the Trustees out of any moneys in their hands arising from an exercise of the powers of enfranchisement, sale, and exchange created by and subsisting under the said recited will of the said Henry Earl of Lonsdale and the settlement of 1876; and the Chancery Division of the High Court of Justice 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 shall seem meet for ascertaining or taxing the said costs, charges, or expenses, and for ascertaining or taxing the costs, charges, or expenses of or relating to such application, and may also from time to time make an order for the payment of all such costs, charges, and expenses out of any moneys hereby made applicable for that purpose.

General  
saving.

21. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and every other person and body politic and corporate, and their respective heirs, successors, executors, administrators, and assigns, (other than and except the several persons who by this Act are expressly excepted out of this general saving,) all such estate, right, title, interest, claim, and demand whatsoever in,



to, out of, or upon the settled 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.

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

Exceptions from general saving.

- (a.) The present Earl and his heirs, and his first and other sons, and the heirs male of their respective bodies ;
- (b.) Hugh Cecil Lowther and his first and other sons, and the heirs male of their respective bodies ;
- (c.) Charles Edwin Lowther and his first and other sons, and the heirs male of their respective bodies ;
- (d.) Lancelot Edward Lowther and his first and other sons, and the heirs male of their respective bodies ;
- (e.) William Lowther ;
- (f.) James William Lowther and his first and other sons, and the heirs male of their respective bodies ;
- (g.) Gerard Augustus Lowther and his first and other sons, and the heirs male of their respective bodies ;
- (h.) Harold Arthur Lowther and his first and other sons, and the heirs male of their respective bodies ;
- (i.) Henry Cecil Lowther the younger, and his first and other sons, and the heirs male of their respective bodies ;
- (j.) Sons hereafter born of William Lowther, and the heirs male of their respective bodies ;
- (k.) Emily Susan Dowager Countess of Lonsdale ;
- (l.) William Stuart Stirling Crawford and James Lowther, as trustees of the term of 500 years created by the said recited will of the said Henry Earl of Lonsdale ;
- (m.) Richard Bateson and Alfred Henry Caulfeild, as trustees of the term of 1,000 years created by the same will ;
- (n.) Lady Sybil Emily Lowther ;
- (o.) Lady Verena Maud Lowther ;
- (p.) Constance Gladys Countess of Lonsdale ;
- (q.) Charles Henry Wyndham a'Court Repington and Michael Henry Herbert, as trustees of the term of 99 years created by the said recited indenture of the 5th of July 1878 ;
- (r.) Sidney Herbert and James Lowther, as trustees of the term of 300 years created by the last-mentioned indenture ;
- (s.) James William Lowther and John William Robert Viscount de Vesci, as trustees of the term of 1,000 years created by the last-mentioned indenture ;
- (t.) Any younger children of the present Earl by the said Constance Gladys Countess of Lonsdale.

[CH. 3.] *Lonsdale Settled Estates Act, 1880.* [43 & 44 VICT.]

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Act as  
printed by  
Queen's  
printers to  
be evidence.

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

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LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1880.