



CHAPTER 2.

An Act to enable the Trustees of Sir Robert Peel's Settled Estates to raise money for payment of his debts, and for vesting in such Trustees his life interest in and certain of his powers over the Settled Estates, and for other purposes. [29th June 1883.]

A.D. 1883.

WHEREAS Sir Robert Peel, of Drayton Manor in the county of Stafford, Baronet, in this Act referred to as "the first baronet," duly made, signed, and published in the manner then required for the devise of freehold estates, his will dated the twenty-seventh day of July, one thousand eight hundred and twenty, and thereby gave and devised all that his manor or lordship of Drayton Bassett, otherwise Drayton Bassett and Fazely, in the said county of Stafford and all that his advowson right of patronage and presentation of in and to the vicarage and parish church of Shenstone in the county of Stafford and also all and singular his messuages, lands and tenements, tithes, rents, hereditaments and real estates whatsoever, situate, standing, lying, being and arising within the several parishes of Tamworth, Drayton Bassett, Kingsbury, Shenstone, Aldridge and Sutton Coldfield or any of them in the counties of Stafford and Warwick, or elsewhere within the said counties of Stafford and Warwick, or either of them, with their and every of their rights, members, privileges and appurtenances and also all that his moiety of the manor of Oswaldtwistle in the county of Lancaster and all and singular his messuages, lands, tenements, rents, hereditaments and real estate in Oswaldtwistle aforesaid, with their and every of their rights, members and appurtenances unto his brother Joseph Peel of the City of London, merchant, his nephew (by mistake called his brother-in-law) Robert Peel of Manchester in the county of Lancaster, esquire, and his son-in-law the Reverend William Cockburn of Lisson Grove in the county of Middlesex, clerk, their heirs and assigns to the use of his eldest son Robert Peel for life without impeachment of waste (except in pulling down buildings

The will of Sir R. Peel, the first baronet, dated the twenty-seventh day of July, one thousand eight hundred and twenty.

Devise of settled estates.

USES :—
1. Eldest son Robert Peel for life.

A.D. 1883.

2. Sons of Robert Peel successively in tail male.

3. Second son William Yates Peel for life.

4. Sons of William Yates Peel successively in tail male.

5. Third son Edmund Peel for life.

6. Sons of Edmund Peel successively in tail male.

7. Fourth son John Peel for life.

8. Sons of John Peel successively in tail male.

9. Fifth son Jonathan Peel for life.

10. Sons of Jonathan Peel successively in tail male.

11. Sixth son Laurence Peel for life.

without replacing the same or in felling or destroying ornamental timber), with remainder to the use of the said Joseph Peel, Robert Peel of Manchester and William Cockburn, and their executors and administrators during the life of his said eldest son Robert Peel upon trust to preserve contingent remainders, with remainder to the use of the first son of the body of his said eldest son Robert Peel in tail male, with remainder to the use of the second third fourth fifth sixth and all and every other sons and son of the body of his said eldest son Robert Peel successively in tail male, with remainder to the use of his second son William Yates Peel for life without impeachment of waste (except as aforesaid), with remainder to the use of the said trustees and their executors and administrators during the life of his said second son William Yates Peel, upon trust to preserve contingent remainders, with remainder to the use of the first son of the body of his said second son William Yates Peel in tail male, with remainders to the use of the second third fourth fifth sixth and all and every other sons and son of the body of his said second son William Yates Peel successively in tail male, with remainder to the use of his third son Edmund Peel for life without impeachment of waste (except as aforesaid), with remainder to the use of the said trustees and their executors and administrators during the life of his said third son Edmund Peel upon trust to support contingent remainders, with remainder to the use of the first son of the body of his said third son Edmund Peel in tail male, with remainder to the use of the second third fourth fifth sixth and all and every other sons and son of the body of his said third son Edmund Peel successively in tail male, with remainder to the use of his fourth son John Peel for life without impeachment of waste (except as aforesaid), with remainder to the use of the said trustees during the life of his said fourth son John Peel upon trust to preserve contingent remainders, with remainder to the use of the first son of the body of his said fourth son John Peel in tail male, with remainder to the use of the second third fourth fifth sixth and all and every other sons and son of the body of his said fourth son John Peel successively in tail male, with remainder to the use of his fifth son Jonathan Peel for life without impeachment of waste (except as aforesaid), with remainder to the use of the said trustees and their executors and administrators during the life of his said fifth son Jonathan Peel upon trust to preserve contingent remainders, with remainder to the use of the first son of the body of his said fifth son Jonathan Peel in tail male, with remainder to the use of the second third fourth fifth sixth and all and every other sons and son of the body of his said fifth son Jonathan Peel successively in tail male, with remainder to the use of his sixth son Laurence Peel for life without impeach-

A.D. 1883.

ment of waste (except as aforesaid), with remainder to the use of the said trustees and their executors and administrators during the life of his said sixth son Laurence Peel upon trust to support contingent remainders, with remainder to the use of the first son of the body of his said sixth son Laurence Peel in tail male, with remainder to the use of the second third fourth fifth sixth and all and every other sons and son of the body of his said sixth son Laurence Peel, successively in tail male, with remainder to the use of his daughters Mary the wife of George Robert Dawson Esquire, Elizabeth the wife of the said William Cockburn, and Harriet Peel, during their respective lives in equal shares as tenants in common without impeachment of waste (except as aforesaid), with remainder as to the respective share of each of his said daughters to the use of the said trustees during her respective life upon trust to preserve contingent remainders, with remainder to the use of her sons successively in tail male with cross remainders between such daughters for life and their sons in tail male as therein mentioned in case of the death of any daughter and a default or failure of her issue male, with remainder to the use of his own right heirs for ever Provided always, and the said testator directed that if any person who under the limitations thereinbefore contained or the proviso now in recital was made tenant in tail male of the said manors messuages hereditaments and premises thereinbefore devised, or any part thereof, should be born in the testator's lifetime or in due time after his decease the estate in tail male thereby respectively devised to every such person should cease, and in lieu thereof the hereditaments and premises comprised in such estate in tail male should be and remain to the use of such person for life without impeachment of waste (except as aforesaid), with remainder to the use of the said trustees their executors and administrators during the life of such person respectively upon trust to support contingent remainders, with remainder to the use of the first and every other son of the body of such person successively in tail male And the said testator provided that it should be lawful for each of his younger sons and also for any son either of his eldest or of any of his younger sons born in his lifetime and who under the proviso thereinbefore contained should take an estate for life instead of an estate tail in the said estates thereinbefore devised as and when by virtue of or under the devises thereinbefore contained they should successively be entitled to the actual possession or to the actual receipt of the rents issues and profits of the estates thereinbefore devised by any deed or deeds attested by two or more credible witnesses or by will (but subject to the uses and estates antecedent to the use thereinbefore limited to the person for the time being making such charge and to the

12. Sons of Laurence Peel successively in tail male.

13. Daughters, Mrs. Dawson, Mrs. Cockburn, and Miss Peel as tenants in common for life.

14. Sons of each daughter, as to her share successively in tail male.

15. Cross remainders between daughters and their sons.

16. Ultimate use to the right heirs of the testator.

17. Proviso reducing tenants in tail male born in testator's lifetime to life tenants, with remainder to their sons successively in tail male.

Power for tenants for life in possession other than eldest son of testator to charge a jointure not exceeding three thousand pounds a year.

A.D. 1883.

Power for all tenants for life in possession to charge portions for younger children not exceeding in the case of a tenant for life of the entirety sixty thousand pounds, and in the case of a tenant for life of an undivided share a smaller sum.

powers annexed to such antecedent uses and estates) to charge the manors and other hereditaments thereinbefore devised, with any annual sum or sums of money not exceeding in the whole three thousand pounds for any woman whom they should marry for her life and as or for a jointure and either in bar or not being in bar of her dower, with usual powers and remedies of distress and entry and perception of rents for securing and enforcing the payment thereof and to appoint the hereditaments so to be charged to any person or persons for any term or number of years upon usual trusts for securing the due and regular payment of jointure rent-charges, but that power was not to extend to the then present or any after taken wife of the testator's said son Robert Peel as he the testator had already made a provision out of his personal estate which he considered sufficient for those objects. And the said testator also provided that it should be lawful for his said eldest son Robert Peel and for each of his other sons and also for any son either of his eldest or of any of his younger sons who under the proviso thereinbefore contained should take an estate for life instead of an estate tail in the said devised estates and also for his daughters as and when by virtue of or under the devises thereinbefore contained he or they should be entitled to the actual possession or to the actual receipt of the rents issues and profits of the estates thereby devised or of an undivided share thereof by any deed or deeds attested by two or more credible witnesses or by will (but subject to the uses and estates antecedent to the use or estate thereinbefore limited to the person for the time being making such charge, and to the powers annexed to such antecedent uses and estates) to charge all or any part of the manors and other hereditaments thereinbefore devised or of the respective undivided part or share thereof (as the case may be) to and with the payment of any sum or sums of money for the portion or portions of the child or children of him or her respectively other than or besides an eldest or only son for the time being entitled to the said manors and other hereditaments thereinbefore devised or to a part or share of or in the same for any estate in tail male in possession or in remainder expectant on the decease of his parent not exceeding in the case of a person exercising the said power who should be entitled to the entirety of the said manors and hereditaments the sum of sixty thousand pounds for the portions of such younger children and not exceeding in the case of a person entitled to an undivided part of the said manors and hereditaments such smaller sum as therein mentioned with interest for the same sums of money at any rate not exceeding five pounds per cent. per annum, to be paid to and shared and divided among such children as the person making such charge should in manner therein mentioned appoint. And for the purpose of

A.D. 1883.

raising the said portions and interest to appoint the hereditaments charged to trustees for a term of years upon trust to raise the money charged. But the said testator declared that the manors and hereditaments thereinbefore devised should not under or by virtue of the powers thereinbefore contained, or any of them, be at any one time subject or liable to the payment of any sum or sums of money exceeding the annual sum of three thousand pounds in the whole for jointures, or exceeding the principal sum of sixty thousand pounds in the whole for younger children. And the will of the first baronet now in recital contained the following powers and provisions (that is to say):

Estates not to be at any one time liable to payment of more than three thousand pounds for jointures, or more than sixty thousand pounds for younger children.

(1) A power for his said son Robert Peel and every other adult tenant for life when in possession under the limitations of his said will, and also for the said Joseph Peel, Robert Peel of Manchester, and William Cockburn and the survivors and survivor of them and the executors and administrators of such survivor during the minority of any person thereby entitled to any estate of freehold or inheritance in possession by deed attested by two witnesses to grant leases of all or any part or parts of the said manors and other hereditaments thereby devised for any term not exceeding twenty-one years, to take effect in possession at rack rent as therein mentioned and also to grant leases of all or any part or parts of the said hereditaments for purposes of building or improvement for any term not exceeding ninety-nine years, to take effect in possession as therein mentioned. And also to sink and work mines as therein mentioned, and also to grant leases of mines upon the estates thereby devised for any term not exceeding twenty-one years in possession.

Powers of leasing.

(2) A power for the said Joseph Peel, Robert Peel of Manchester, and William Cockburn and the survivors and survivor of them and the executors and administrators of such survivor at the request and by the direction of the person or persons for the time being entitled to the actual possession or to the actual receipt of the rents and profits of the said manors and other hereditaments thereinbefore devised to dispose of and convey by way of sale or exchange or partition all or any part of the said estates thereby devised, and upon any such exchange or partition to give or receive money for equality of exchange or partition, and for the purpose of effecting the conveyance of the hereditaments sold or given in exchange or on partition to revoke the uses and appoint new uses of such hereditaments, and the said testator declared that the said trustees or trustee should with all convenient speed dispose of the money to arise by such sale or sales, or to be paid for equality of exchange or partition in or towards satisfaction and discharge of the principal sum or sums of money (if any) which should then for the time

Powers of sale or exchange or partition.

Sale and other moneys to be laid out in the discharge of incumbrances on the estates and then in the purchase of other lands.

A.D. 1883.

being be a charge upon the said manors and hereditaments thereinbefore devised, and should invest the residue of such money (if any) in the purchase of other hereditaments in fee simple in possession in England or Wales, yet so as such purchase be made at such request and by such direction as thereinbefore mentioned, and that the said trustees or trustee should settle and assure the hereditaments to be so purchased as also the hereditaments to be vested in them or him in exchange or on any such partition as thereinbefore mentioned, to such and the same uses upon such and the same trusts and with and subject to the same powers, provisoes, declarations and agreements as the hereditaments sold or given in exchange or on partition were subject to under the said will, or as near thereto as the deaths of parties and other intervening accidents would then admit of, and that until invested in the purchase of hereditaments it should be lawful for the said trustees or trustee to place out such sum or sums of money at interest either in the parliamentary stocks or public funds, or in Government or upon real securities, and to alter, vary, transfer and dispose of the said stocks, funds, and securities as occasion should require, and the annual income of such stocks, funds and securities should be paid to such person or persons and applied to such intents and purposes and in such manner as the rents and profits of the said manors and hereditaments to be purchased therewith would be payable or applicable in case such purchase and settlement as aforesaid were then actually made, and the said testator empowered the person or persons for the time being entitled to the possession or to the receipt of the rents and profits of his settled estates to appoint new trustees of that his will.

Interim investment.

Power to appoint new trustees.

Codicil of the fifteenth day of March one thousand eight hundred and twenty-five, to will of first baronet.

Appointing new trustees to uses of settled estates.

Codicil of the seventh day of December, one thousand eight hundred and twenty-nine, to will of first baronet.

And whereas the first baronet duly made signed and published in the manner therein required for the devise of freehold estate a codicil to his said will dated the fifteenth day of March one thousand eight hundred and twenty-five, and thereby revoked the devise to the said Joseph Peel, his nephew, Robert Peel formerly of Manchester but then of Devonshire, and William Cockburn, of the said settled estates in his said will contained, and devised the same and all real estate purchased since the date of his said will in the counties of Stafford and Warwick to his said nephew Robert Peel and to Thomas Norris of Bury in the county of Lancaster, their heirs and assigns, to the uses upon the trusts and with and subject to the powers provisoes and declarations in his said will contained concerning the same settled estates.

And whereas the first baronet duly made and signed and published in the manner then required for the devise of freehold estate a further codicil to his said will dated the seventh day of December one thousand eight hundred and twenty-nine, and thereby

A.D. 1883.

devised the advowson of Shenstone which by his will he had included in the devise of his settled estates to his son the Reverend John Peel, his heirs and assigns, and after reciting that since the date of the hereinbefore recited codicil dated the fifteenth day of March one thousand eight hundred and twenty-five he had purchased certain hereditaments and real estate and had acquired the legal estate and interest in other hereditaments, which legal estate was then vested in a trustee for him, he thereby devised all such hereditaments and estate and interest unto his said nephew Robert Peel and Thomas Norris their heirs and assigns, to the uses upon the trusts and with and subject to the powers, provisoes and agreements in his said will contained concerning his said settled estates in the counties of Stafford and Warwick.

Further devise to uses of settled estates.

And whereas the first baronet was married on the eighth day of July, one thousand seven hundred and eighty-three, to Ellen Yates, and had issue, nine children only, of whom Robert Peel, afterwards the second baronet, was the eldest son.

And whereas the first baronet died on or about the third day of May one thousand eight hundred and thirty, and his said will and codicils, together with two other codicils dated respectively the tenth day of March one thousand eight hundred and twenty-three and the twenty-first day of February one thousand eight hundred and twenty-five, which did not affect the devise of his estates in strict settlement, were duly proved in the Prerogative Court of Canterbury on the eighth day of June one thousand eight hundred and thirty, by Sir Robert Peel the second baronet, William Yates Peel, and Thomas Norris, and on the death of the first baronet his said eldest son, afterwards the Right Honourable Sir Robert Peel, hereinafter called the second baronet, succeeded to the title.

Death of first baronet the third day of May one thousand eight hundred and thirty.

And whereas the second baronet duly made his last will and testament in writing dated the eighth day of March one thousand eight hundred and forty-two, and thereby bequeathed all the pictures which should be in or about his mansion house at Drayton aforesaid at the time of his decease unto his brother Jonathan Peel, the Right Honourable Henry Goulburn, and the Right Honourable Henry Hobhouse their executors, administrators and assigns in trust to permit the same to be enjoyed by the person or persons who, under or by virtue of the limitations contained in the will of his late father the first baronet, should for the time being be entitled to the possession or to the receipt of the yearly rents and profits of the said mansion house at Drayton aforesaid, so as to go along and be enjoyed therewith as heirlooms as far as the rules of law and equity would permit. And the said testator thereby bequeathed all the books, prints, furniture, plate, linen, china, glass, wines, liquors, fuel, and other household stores which

Will of Sir R. Peel, the second baronet, of the eighth day of March, one thousand eight hundred and forty-two.

Devise of pictures at Drayton, as heirlooms to go with estates settled by first baronet.

Bequest of books and other chattels at Drayton to eldest son absolutely.

A.D. 1883.

Residuary legatees.

Devise of land near Tamworth to uses of the first baronet's settled estates.

Devise of Tamhorne Manor and lands in Staffordshire and other real estate in strict settlement.

USES :—

1. Eldest son Robert Peel for life.

2. Sons of Robert Peel successively in tail male.

should be in or about his mansion at Drayton aforesaid, to his eldest son, Robert Peel, absolutely And the said testator appointed his sons who should attain the age of twenty-five years, other than his said eldest son, to be his residuary legatees as therein mentioned. And after sundry specific devises of real estate in the parishes of Sutton Coldfield and Hampton in Arden, in the county of Warwick, and in the Isle of Thanet, and near Lichfield in the county of Warwick, and in Cumberford in the county of Stafford, the said testator, after reciting that he had lately purchased certain hereditaments called "Cawnes Flat" near Tamworth containing about five acres three roods, and the same had been in part paid for out of his own moneys, and in part out of certain moneys which under the said will of his late father were subject to a trust for investment in land, to be settled to the uses thereby declared of the manor of Drayton Bassett and other hereditaments in the counties of Stafford and Warwick held therewith, the said testator devised the said estate called Cawnes Flat and the appurtenances to such uses, upon and for such trusts intents and purposes, and with under and subject to such powers, provisoes and declarations, as by the said will of his late father were declared and contained of and concerning the said manor of Drayton Bassett and other hereditaments in the counties of Stafford and Warwick held therewith, or such of the same uses, trusts, intents and purposes, powers, provisoes and declarations as should at the time of his decease be subsisting undetermined or capable of taking effect, and as to all that his manor or reputed manor of Tamhorne in the county of Stafford, and all and singular his messuages or tenements, lands, tithes, rents and hereditaments situate, arising, and being in Tamhorne, Wigginton and Hopwas, otherwise Hoppas, in the said county of Stafford, and all other the manors, messuages, farms, lands, tenements, tithes, rents, hereditaments, and real estate whatsoever and wheresoever (not thereinbefore disposed of) of or to which he or any person or persons in trust for him then was or were or at the time of his decease should be seized or entitled, in possession reversion remainder or expectancy, or which in exercise of any power he was or should be enabled to dispose of by his said will, the said testator devised the same (subject, nevertheless, as to a certain estate at Kingsbury aforesaid called the Cliffe Hall Estate, to the several charges and incumbrances thereon) to the use of his son, Robert Peel, the present and third baronet for life without impeachment of waste, with remainder to the use of the said Jonathan Peel, Henry Goulborn, and Henry Hobhouse, their executors administrators and assigns during the life of the said Robert Peel, in trust to preserve contingent remainders, with remainder to the use of the sons of the said Robert Peel successively in tail male, with remainder to the use

of the testator's son Frederick Peel for life without impeachment of waste, with remainder to the use of the said trustees during the life of the said Frederick Peel in trust to preserve contingent remainders, with remainder to the use of the sons of the said Frederick Peel successively in tail male, with remainder to the use of the testator's son William Peel for life without impeachment of waste, with remainder to the use of the said trustees, their executors, administrators, and assigns, during the life of the said William Peel, in trust to preserve contingent remainders, with remainder to the use of the sons of the said William Peel successively in tail male, with remainder to the use of the testator's son John Floyd Peel for life without impeachment of waste, with remainder to the use of the said trustees, their executors, administrators, and assigns, during the life of the said John Floyd Peel, in trust to preserve contingent remainders, with remainder to the use of the sons of the said John Floyd Peel successively in tail male, with remainder to the use of the testator's son Arthur Wellesley Peel for life without impeachment of waste, with remainder to the use of the said trustees their executors, administrators, and assigns, during the life of the said Arthur Wellesley Peel, in trust to preserve contingent remainders, with remainder to the use of the sons of the said Arthur Wellesley Peel successively in tail male, with remainder to such uses to and in trust for the testator's after-born sons (if any) for their respective lives and to their respective sons in tail male as were thereinbefore limited and contained in respect of the testator's said sons, Robert Peel, Frederick Peel, William Peel, John Floyd Peel, and Arthur Wellesley Peel and their sons successively, the elder of such after-born sons and their issue being always to take in preference to the younger of such sons and their issue, with remainder to the use of the testator's daughter Julia Viscountess Villiers for life, without impeachment of waste, with remainder to the use of the said trustees, their executors, administrators, and assigns during her life, in trust to preserve contingent remainders, with remainder to the use of the sons of the said Julia Viscountess Villiers successively in tail male, with remainder to the use of the testator's daughter Eliza Peel for life, without impeachment of waste, with remainder to the use of the said trustees, their executors, administrators, and assigns during the life of the said Eliza Peel, in trust to preserve contingent remainders, with remainder to the use of the sons of the said Eliza Peel successively in tail male, with remainder to such uses and in trust for his after-born daughters for their respective lives and to their respective sons in tail male as were thereinbefore limited and contained in respect of his said daughters, Julia Viscountess Villiers and Eliza Peel and their sons successively, with remainder to the use of the daughters of the testator's said son Robert Peel equally as tenants

A.D. 1883.

3. Second son Frederick Peel for life.
4. Sons of Frederick Peel successively in tail male.
5. Third son William Peel for life.
6. Sons of William Peel successively in tail male.
7. Fourth son John Floyd Peel for life.
8. Sons of John Floyd Peel successively in tail male.
9. Fifth son Arthur Wellesley Peel for life.
10. Sons of Arthur Wellesley Peel successively in tail male.
11. After-born sons (if any) for life, with remainder to their sons successively in tail male.
12. Julia Viscountess Villiers for life.
13. Her sons successively in tail male.
14. Eliza Peel for life.
15. Her sons successively in tail male.
16. After-born daughters (if any) for life, with remainder to their sons successively in tail male.
17. Daughters of eldest son as tenants in common in tail

A.D. 1883.

male, with cross remainders between them in tail male.

18. Daughters of second son as tenants in common in tail male, with cross remainders between them in tail male.

19. Daughters of third son as tenants in common in tail male, with cross remainders between them in tail male.

20. Daughters of fourth son as tenants in common in tail male, with cross remainders between them in tail male.

21. Daughters of fifth son as tenants in common in tail male, with cross remainders between them in tail male.

22. Daughters of after-born sons (if any) similarly.

23. Daughters of Julia Viscountess Villiers as tenants in common in tail male, with cross remainders between them in tail male.

24. Daughters of Eliza Peel as tenants in common in tail male, with cross remainders between them in tail male.

25. Daughters of after-born daughters (if any) similarly.

26. Sons and daughters of testator successively in tail general.

27. Ultimate limitation to the uses of the will of the first baronet.

28. Proviso reducing tenants in tail male in severalty born in testator's lifetime to life tenants, with remainder to their sons successively in tail male.

in common in tail male with cross remainders between them in tail male, with remainder to the use of the daughters of the testator's said son Frederick Peel equally as tenants in common in tail male with cross remainders between them in tail male, with remainder to the use of the daughters of the testator's said son William Peel equally as tenants in common in tail male with cross remainders between them in tail male, with remainder to the use of the daughters of the testator's said son John Floyd Peel equally as tenants in common in tail male with cross remainders between them in tail male with remainder to the use of the daughters of the testator's said son Arthur Wellesley Peel equally as tenants in common in tail male, with cross remainders between them in tail male, with remainder to the uses therein mentioned in favour of the daughters of after-born sons (if any) of the testator, with remainder to the use of the daughters of the said Julia Viscountess Villiers equally as tenants in common in tail male with cross remainders between them in tail male, with remainder to the use of the daughters of the said Eliza Peel equally as tenants in common in tail male with cross remainders between them in tail male, with remainder to the uses therein mentioned in favour of the daughters of after-born daughters (if any) of the testator, with remainder to the use of the said Robert Peel, Frederick Peel, William Peel, John Floyd Peel, Arthur Wellesley Peel, after-born sons (if any) of the testator, Julia Viscountess Villiers, Eliza Peel, and after-born daughters (if any) of the testator successively in tail general, with remainder to such uses, upon and for such trusts intents and purposes; and with under and subject to such powers, provisoes, and declarations as by and in the said will of his said late father Sir Robert Peel the first baronet were declared and contained concerning the said manor of Drayton Bassett and other hereditaments in the said counties of Stafford and Warwick held therewith, or such of the same uses, trusts, intents, and purposes, powers, provisoes, and declarations as should be subsisting and capable of taking effect. And by the said will it was provided that if any of the said testator's descendants whom he had thereby made tenant in tail male in severalty of his said estates should be born in his life time or in due time after his decease, then and in every such case the estate or estates in tail male thereby devised to him or her should cease, and in lieu thereof he devised the hereditaments comprised in such estates in tail male with their appurtenances, to the use of him or her, and his or her assigns during his or her life without impeachment of waste, with remainder to the use of the said trustees, their executors, administrators and assigns during the life of such tenant for life, in trust to preserve contingent remainders, with remainder to the use of his or her sons successively in tail male. And the will of the said second

baronet now in recital contained the following powers and provisions (that is to say),

(1) A power for each and every of the persons of full age thereby respectively made tenants for life when entitled to the actual possession or to the receipt of the rents and profits of the manor and hereditaments thereinbefore devised, and also for the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse, and the survivors and survivor of them and their or his executors administrators and assigns during the minority of any person thereby made tenant for life or tenant in tail male or tail general by purchase of and in the same premises to grant leases of the manor and hereditaments thereby devised for any term not exceeding twenty-one years at rack rent, and also to grant leases of the said manor and hereditaments or of any part or parts thereof for purposes of building or improvement for any term not exceeding ninety-nine years and also to sink and work mines for the purpose of winning and getting any ores or minerals in or out of the said manor and hereditaments or any part or parts thereof and to lease any sett or setts of the said mines and works for any term not exceeding forty years.

Powers of leasing.

(2) A power for the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse and the survivors and survivor of them and their or his executors administrators and assigns at the request and by the direction in writing of any person of full age entitled in possession to an estate for life in the said manor and hereditaments thereinbefore devised to dispose of and convey by way of sale or exchange for or in lieu of other manors and hereditaments in England or Wales all or any part of the said manor and hereditaments and upon any such exchange to give or receive money for equality of exchange.

Powers of sale and exchange.

And it was by the will of the second baronet declared that the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse and the survivors and survivor of them and their or his executors administrators or assigns should with all convenient speed lay out and invest the money received for sale or by way of equality of exchange under the powers thereinbefore contained in or towards satisfaction and discharge of the incumbrances on the Cliffe Hall estate thereinbefore devised if then subsisting, and of the principal sums of money (if any) which under or by virtue of the said will should then be a charge upon all or any of the hereditaments lastly thereinbefore devised, or any hereditaments for the time being subject to the same limitations, and lay out the surplus (if any) of such money in the purchase of other hereditaments in fee simple in possession in England or Wales or of lands of leasehold or copyhold tenure convenient to be held therewith or with the hereditaments for the

Sale and other moneys to be laid out in the discharge of incumbrances (if any), on a particular estate and other incumbrances and then in the purchase of other lands.

A.D. 1883.

time being subject to the same limitations, yet so that such purchase or purchases respectively be made with the written consent of the person or persons of full age who would for the time being be entitled under the limitations thereinbefore contained to the actual possession or the receipt of the rents and profits of the hereditaments so to be purchased in case the same were then actually purchased and settled, but if they or he should be under age then at the discretion of the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse or the survivors or survivor of them or their or his executors, administrators or assigns And that the hereditaments so to be purchased or received by way of exchange as aforesaid should be settled and assured to such uses upon and for such trusts intents and purposes, and with and subject to such powers, provisions, and declarations as under or by virtue of the will now in recital should, or but for the exercise of the aforesaid powers of sale and exchange would, for the time being be subsisting, undetermined or capable of taking effect of and concerning the said manor and hereditaments lastly thereinbefore devised or as near thereto as circumstances would then permit, yet so that if any of the hereditaments so to be purchased or received by way of exchange should be of a copyhold or customary tenure, not admitting of the creation of estates tail, or should be held by lease or leases for years the same should not vest absolutely in any person or persons who by virtue of the limitation thereinbefore contained might become tenant or tenants in tail male or tail general by purchase of the freehold hereditaments for the time being subject to the then subsisting limitations of the will now in recital, and who should not respectively attain the age of twenty-one years. And that if any of the hereditaments so to be purchased or received in exchange as aforesaid should be held by lease or leases for lives or for years, proper provisions should be inserted in the settlement, so to be made thereof as aforesaid for renewing the same from time to time as occasion should require, and that the fines fees and expenses of renewal or renewals should from time to time be defrayed with and out of the improved yearly rents and profits of the hereditaments so to be purchased or received in exchange, and of which such renewals were to be made respectively or by mortgage thereof if found necessary. And as often as any such mortgage should be made, then the same improved yearly rents and profits should from time to time be applied in or towards satisfaction of the money so raised by mortgage as aforesaid, and the interest thereof Provided always that neither the provision thereinbefore contained or directed to be inserted as aforesaid in reference to the said renewals nor the mode in which the said fines fees and expenses of renewal might in fact be raised should vary the rights of the parties or affect the ordinary rules of

With provisions in case copyholds or leaseholds or renewable leaseholds should be purchased.

A.D. 1883.

equity in reference to the ultimate adjustment of the burden of such fines fees and expenses and the interest thereof between or amongst the several persons successively entitled to the premises. And that until the money to arise from any such sale, or to be received for equality of exchange as thereinbefore was mentioned, should be disposed of in the manner thereinbefore expressed it should be lawful for the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse, and the survivors and survivor of them and their or his executors, administrators, and assigns, as the case might be, with such consent as lastly thereinbefore was mentioned, or at their or his discretion, as the case might be, to invest the same in their or his names or name in the parliamentary stocks or public funds of Great Britain, or at interest upon Government or real securities in England or Wales, but not in Ireland, and to vary and transpose the said stocks, funds, and securities, for any other of the said stocks, funds, and securities, as occasion should require. And that the dividends, interest, and annual produce arising from the said stocks, funds, and securities, should be paid and applied to the person or persons in the manner and for the intent and purposes to whom and in and for which the yearly rents and profits of the hereditaments to be purchased therewith if freehold would be payable or applicable in case such purchase or purchases and settlement thereof as aforesaid were then actually made. And the said testator empowered his wife Julia Lady Peel during her life, and after her decease the person or persons of full age entitled for the time being to the possession or receipt of the rents and profits of his settled estates, to appoint new trustees of his said will.

Interim investment.

Power to appoint new trustees.

And whereas the second baronet duly made and signed a codicil to his said will, dated the nineteenth day of November one thousand eight hundred and forty-four, and thereby devised a freehold estate at Lower Bangley, in the parishes of Tamworth and Drayton Bassett, in the county of Stafford, to the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse, their heirs and assigns, upon trust to offer to sell the same at the price of twenty thousand pounds to the trustees of the will of his father the first baronet, to be settled to the uses, upon the trusts, and subject to the powers by his father's will declared concerning the manor of Drayton Bassett and other hereditaments. And if the said trustees of the will of the first baronet should not within twelve months after such offer purchase the same then upon trust to offer to sell the same to his eldest son Robert Peel or other the person entitled under the said will to an estate for life in possession in the estates settled by the first baronet. And in case such person should not, within three months next after the receipt of such offer, agree to

Codicil of the nineteenth day of November one thousand eight hundred and forty four, to will of second baronet.

Devising estates purchased by him to trustees in trust to sell to trustees of his father's will, and failing them to the tenant for life in possession under his father's will, and failing him to other persons, the purchase moneys to fall into residuary personalty.

A.D. 1883.

Marriage of second baronet, the second day of June one thousand eight hundred and twenty.

Death of second baronet, the second day of July one thousand eight hundred and fifty.

Without having exercised power of charging portions.

Issue of the second baronet born in the life of the first baronet.

Issue of William Yates Peel, the second son of the first baronet.

purchase the said Bangley estate, then upon trust to sell the same to any person or persons whomsoever, the proceeds of such sale to form part of his the second baronet's residuary personal estate.

And whereas the second baronet was married on the eighth day of June one thousand eight hundred and twenty to Julia Floyd.

And whereas the second baronet died on the second day of July, one thousand eight hundred and fifty, and his said will and codicil, together with two other codicils dated respectively the fourteenth day of June one thousand eight hundred and forty-two and the twenty-fourth day of March one thousand eight hundred and forty-nine, which did not affect the devise of his estates in strict settlement, were duly proved in the Prerogative Court of Canterbury on the seventeenth day of August one thousand eight hundred and fifty, by the said Jonathan Peel, Henry Goulburn, and Henry Hobhouse, and on his death his eldest son, Robert Peel, succeeded to the title, and is now the Right Honourable Sir Robert Peel, G.C.B., and is hereinafter in this Act called "the present baronet."

And whereas the second baronet died without having exercised the power of charging portions given to him by the will of the first baronet.

And whereas the second baronet left him surviving the five sons and two daughters named in his said will and no other child, and all his said five sons were born in the lifetime of the first baronet

And whereas William Yates Peel, the second son of the first baronet, was married on the sixth day of July one thousand eight hundred and twenty to the Honourable Jane Elizabeth Moore, commonly called the Lady Jane Elizabeth Moore, and died on the first day of June one thousand eight hundred and fifty-eight, and had issue by his said marriage five sons and several daughters of whom

(1) Robert Moore Peel the eldest son was born on or about the sixteenth day of April one thousand eight hundred and twenty in the lifetime of the first baronet and was married on the fourteenth day of September one thousand eight hundred and sixty-five to Ann Augusta Welch, and died on the seventeenth day of October one thousand eight hundred and seventy-eight leaving issue male three sons only, viz., Robert Peel born in the year one thousand eight hundred and sixty-six, William Herbert Gylby Peel born in the year one thousand eight hundred and seventy-two, and Lawrence Moore Peel born in the year one thousand eight hundred and seventy-six;

(2) William Yates Peel the second son was born in the year one thousand eight hundred and twenty-two in the lifetime of the first baronet and died in the year one thousand eight hundred and seventy-nine leaving no male issue;

A.D. 1883.

- (3) Henry Peel the third son was born on or about the first day of October one thousand eight hundred and twenty-nine in the lifetime of the first baronet and died on the twenty-fourth day of September one thousand eight hundred and forty-eight without having been married;
- (4) The Reverend Frederick Peel the fourth son was born on or about the sixteenth day of August one thousand eight hundred and thirty-three after the death of the first baronet and is still living and has male issue; and
- (5) Francis Peel the fifth son was born after the death of the first baronet and is living and has male issue.

And whereas Sir Robert Peel the present baronet was married on the seventeenth day of January one thousand eight hundred and fifty-six to the Lady Emily Hay, and has had issue by her a son Robert who was born on the twelfth day of April one thousand eight hundred and sixty-seven and four daughters and no other issue.

Issue of the sons of
the second baronet.

And whereas Sir Frederick Peel the second son of the second baronet has been twice married but has had no issue.

And whereas Sir William Peel of the Royal Navy the third son of the second baronet died in the year one thousand eight hundred and fifty-eight without having been married.

And whereas John Floyd Peel the fourth son of the second baronet has no issue male.

And whereas Arthur Wellesley Peel the fifth son of the second baronet was married on the fourteenth day of August one thousand eight hundred and sixty-two to Adelaide Dugdale, and has issue male by her four sons and no more, of whom

- (1) William Robert Wellesley Peel was born on the seventh day of January one thousand eight hundred and sixty-seven,
- (2) Arthur George Villiers Peel was born on the twenty-seventh day of February one thousand eight hundred and sixty-eight,
- (3) Sydney Cornwallis Peel was born on the third day of June one thousand eight hundred and seventy, and
- (4) Maurice Berkeley Peel was born on the twenty-third day of April one thousand eight hundred and seventy-three.

And whereas Julia the eldest daughter of the second baronet was married on the fourteenth day of July one thousand eight hundred and forty-one, being then a spinster, to George Augustus Frederick, then Viscount Villiers, and afterwards Earl of Jersey, and had issue male by him three sons and no more, of whom

Issue of the daughter
of the second
baronet.

- (1) Victor Albert George now Earl of Jersey was born on the twentieth day of March one thousand eight hundred and forty-five in the lifetime of the second baronet,

A.D. 1883.

(2) Robert Frederick Villiers was born on the first day of March one thousand eight hundred and forty-seven in the lifetime of the second baronet, and

(3) Edward Reginald Clements Villiers was born on the eighteenth day of June one thousand eight hundred and forty-nine in the lifetime of the second baronet.

And whereas the said Victor Albert George now Earl of Jersey succeeded to the title on the death of his father, and was married on the nineteenth day of September one thousand eight hundred and seventy-two to the Honourable Margaret Elizabeth Leigh, and has issue male by her one son only viz. George Henry Robert Viscount Villiers who was born on the second day of June one thousand eight hundred and seventy-three.

And whereas the said Julia Countess Dowager of Jersey was married on the twelfth day of September one thousand eight hundred and sixty-five to Charles Brandling, but has had no issue by him.

And whereas the said Eliza Peel was married on the twenty-fifth day of September one thousand eight hundred and fifty-five, being then a spinster, to the Honourable Francis Stonor since deceased, the second son of Thomas Baron Camoys also since deceased, and had issue by him Francis Robert now Baron Camoys, who was born on the ninth day of December one thousand eight hundred and fifty-six, and Henry Julian Stonor who was born on the seventeenth day of November one thousand eight hundred and fifty-nine, and Edward Alexander Stonor who was born on the sixteenth day of October one thousand eight hundred and sixty-seven, and no other issue male.

And whereas the said Eliza Stonor died in the month of April, one thousand eight hundred and eighty-three.

And whereas the persons now living and entitled to estates for life or estates in tail male under the limitations of the will of the first baronet being issue of Sir Robert Peel (the eldest son) and William Yates Peel the second son of the first baronet are the following (that is to say):—

- (A) The present baronet
- (B) Robert Peel (his son)
- (C) Sir Frederick Peel
- (D) John Floyd Peel
- (E) Arthur Wellesley Peel
- (F) William Robert Wellesley Peel
- (G) Arthur George Villiers Peel
- (H) Sydney Cornwallis Peel
- (I) Maurice Berkeley Peel

A.D. 1883.

- (J) Robert Peel (son of Robert Moore Peel)
- (K) William Herbert Gylby Peel
- (L) Lawrence Moore Peel
- (M) Reverend Frederick Peel
- (N) Francis Peel

all of whom are entitled to estates for life or estates in tail male, the present baronet being tenant for life in possession, Robert Peel (his son) being the first tenant in tail male in remainder but an infant, and the Reverend Frederick Peel being the first and Francis Peel the second tenant in tail male in remainder of full age, and there are several other persons who are entitled under the limitations of the will of the first baronet or otherwise to estates or interests in remainder or reversion expectant on the determination of the estate in tail male thereby limited to the Reverend Frederick Peel and the persons now unborn who upon coming into existence might become entitled under the limitations of the same will to estates prior to the estate in tail male thereby limited to the Reverend Frederick Peel are the following (that is to say):—

Persons who on coming into existence may be entitled under the will of the first baronet.

- (A) Issue male of Robert Peel (son of the present baronet).
- (B) Any other sons of the present baronet and their issue male.
- (C) Any sons of Sir Frederick Peel and their issue male.
- (D) Any sons of John Floyd Peel and their issue male.
- (E) Issue male of William Robert Wellesley Peel.
- (F) Issue male of Arthur George Villiers Peel.
- (G) Issue male of Sydney Cornwallis Peel.
- (H) Issue male of Maurice Berkeley Peel.
- (I) Any other sons of Arthur Wellesley Peel and their issue male.
- (J) Issue male of Robert Peel (son of Robert Moore Peel).
- (K) Issue male of William Herbert Gylby Peel.
- (L) Issue male of Lawrence Moore Peel.

And the before mentioned persons living and to come into existence and the issue male of the Reverend Frederick Peel and all other persons entitled under the will of the first baronet or otherwise to any estate, right, title or interest in remainder or reversion expectant on the determination or in defeasance of the estate in tail male, limited by the said will of the first baronet to the Reverend Frederick Peel are the only persons whose estates or interests under that will are intended to be affected by the provisions of this Act.

And whereas the persons now living and entitled to estates for life or estates in tail male under the limitations of the will of the second baronet are the following (that is to say)—

Persons now living and entitled under will of second baronet.

- (A) The present baronet.
- (B) Robert Peel (his son).

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A.D. 1883.

- (C) Sir Frederick Peel.
- (D) John Floyd Peel.
- (E) Arthur Wellesley Peel.
- (F) William Robert Wellesley Peel.
- (G) Arthur George Villiers Peel.
- (H) Sydney Cornwallis Peel.
- (I) Maurice Berkeley Peel.
- (J) Julia, Countess Dowager of Jersey.
- (K) Victor Albert George, Earl of Jersey.
- (L) George Henry Robert Viscount Villiers.
- (M) Robert Frederick Villiers.
- (N) Edward Reginald Clements Villiers.
- (O) Francis Robert Baron Camoys.
- (P) Henry Julian Stonor.
- (Q) Edward Alexander Stonor.

all of whom are entitled to estates for life or estates in tail male, the present baronet being tenant for life in possession, Robert Peel (his son) being the first tenant in tail male in remainder but an infant, and Francis Robert Baron Camoys being the first and Henry Julian Stonor being the second tenant in tail male in remainder of full age, and there are several other persons entitled under the limitations of the same will or otherwise to estates or interests in remainder or reversion expectant on the determination of the estate in tail male thereby limited to the said Francis Robert Baron Camoys and the persons now unborn who upon coming into existence might become entitled to estates under the limitations of the will of the first baronet prior to the estate in tail male thereby limited to the said Francis Robert Baron Camoys are the following (that is to say)

- (A) Issue male of Robert Peel (son of the present baronet).
- (B) Any other sons of the present baronet and their issue male.
- (C) Any sons of Sir Frederick Peel and their issue male.
- (D) Any sons of John Floyd Peel and their issue male.
- (E) Issue male of William Robert Wellesley Peel.
- (F) Issue male of Arthur George Villiers Peel.
- (G) Issue male of Sydney Cornwallis Peel.
- (H) Issue male of Maurice Berkeley Peel.
- (I) Any other sons of Arthur Wellesley Peel and their issue male.
- (J) Issue male of George Henry Robert Viscount Villiers.
- (K) Any other sons of Victor Albert George Earl of Jersey and their issue male.
- (L) Any sons of Robert Frederick Villiers and their issue male.
- (M) Any sons of Edward Reginald Clements Villiers and their issue male.

Persons who on coming into existence may be entitled under the will of the second baronet.

A.D. 1883

(N) Any other sons of Julia Countess Dowager of Jersey and their issue male.

and the before mentioned persons living and to come into existence and the issue male of Francis Robert Baron Camoys and all other persons entitled under the will of the second baronet to any estate right title or interest in remainder or reversion expectant on the determination or in defeasance of the estate in tail male thereby limited to the said Francis Robert Baron Camoys are the only persons whose estates or interests under that will are intended to be affected by the provisions of this Act.

And whereas by an indenture dated the sixteenth day of January one thousand eight hundred and fifty-six, and made between Sir Robert Peel the present baronet of the first part the Lady Emily Hay of the second part the Right Honourable George Earl of Gifford and the Lord Arthur Hay of the third part and the said William Peel afterwards Sir William Peel R.N., and Arthur Wellesley Peel of the fourth part, being the settlement made previously to the marriage of the said Sir Robert Peel and Lady Emily Hay, the said Sir Robert Peel in exercise of the powers given to him by the will of the first baronet of charging the estates devised by the said will with a jointure and portions charged the estates so devised with a yearly jointure of two thousand pounds to be paid to Lady Emily Peel after his decease, and during her life with the usual powers for securing the same, and by way of further security for the said jointure limited and appointed the estates so charged to the use of the said George Earl of Gifford and Lord Arthur Hay both since deceased for the term of ninety-nine years, upon trust to raise and pay to the Lady Emily Peel at her request the said jointure when and as it should become due, and further charged the estates devised by the said will of the first baronet with portions for the children of the present baronet and Lady Emily Peel (other than or besides an eldest or only son for the time being entitled to the estates devised by the said will of the first baronet for an estate in tail male in possession or in remainder expectant on the decease of the present baronet) as follows (that is to say) if there should be but one such child with the sum of twenty thousand pounds, and if there should be two or three such children with the sum of thirty thousand pounds, and if there should be four or more such children with the sum of forty thousand pounds with interest as therein mentioned, the said portion charges to vest and be divided amongst the said children at such age or time, and in such manner as the present baronet should by deed or will appoint, and in default of and subject to any such appointment if there should be but one such child the said sum of twenty thousand pounds to vest at his age of twenty-one years or her age of twenty-

Settlement of sixteenth day of January one thousand eight hundred and fifty-six previously to the marriage of the present baronet.

Two thousand pounds a year jointure to Lady Emily Peel for life after death of present baronet out of estates devised by first baronet and ninety-nine years term to trustees to secure.

Portions for younger children of the marriage of twenty thousand pounds, thirty thousand pounds or forty thousand pounds according to number of younger children out of estates devised by first baronet and one thousand years term to trustees to secure.

A.D. 1883.

one years, or earlier marriage with consent as therein mentioned, and if there should be two or more such children then the said sum of thirty thousand pounds or forty thousand pounds to be divided among such children in equal shares as tenants in common, the shares of sons to be vested in them at twenty-one years of age, and the shares of daughters to be vested in them at twenty-one years of age or earlier marriage with consent as therein mentioned, but subject to a proviso that if any such child should die before the time of vesting, his or her share should accrue to the survivors or others of the said children equally and vest at such time as the original shares, and a proviso that no one child should take more than twenty thousand pounds, and no two or three children should take more than thirty thousand pounds, and no greater number than three children should take more than forty thousand pounds. And the present baronet, by way of further securing whichever of the said sums should become payable for portions, limited and appointed the estates so charged to the said Sir William Peel since deceased and Arthur Wellesley Peel for the term of one thousand years upon trust for raising the said portions as therein mentioned. And the said Sir Robert Peel the present baronet demised the estates devised by or subject to the said will of his father Sir Robert Peel the second baronet, to the said George Earl of Gifford and Lord Arthur Hay for the term of ninety years, if he and the said Lady Emily Peel should both so long live, upon trust during such joint lives to raise and pay to the said Lady Emily Peel the sum of three hundred pounds by way of pin-money, for her sole and separate use without power of anticipation, and the power of appointing new trustees of the said settlement was vested in Sir Robert Peel the present baronet during his life.

Three hundred pounds a year pin money out of estates devised by second baronet to Lady Emily Peel during joint lives of herself and present baronet and ninety years term to trustees to secure.

Appointment of new trustees of will of first baronet (dated the twenty-eighth day of May one thousand eight hundred and forty-two).

And whereas by an indenture dated the twenty-eighth day of May one thousand eight hundred and forty-two the said Jonathan Peel and Laurence Peel the sons of the first baronet were appointed by the second baronet to be trustees of the will of the first baronet in the place of Robert Peel the nephew of the first baronet who was then deceased, and Thomas Norris the surviving trustee of the said will.

Appointment of new trustees of will of first baronet (dated the eighth day of October one thousand eight hundred and seventy-nine).

And whereas by an indenture dated the eighth day of October one thousand eight hundred and seventy-nine, Charles Lennox Peel Clerk of the Privy Council in Ordinary, and Henry George Calcraft were appointed by the present baronet to be trustees of the will of the first baronet in the place of the said Jonathan Peel deceased and Laurence Peel.

Appointment of new trustees of will of second baronet (dated the eighth day of October one thousand eight hundred and seventy-nine).

And whereas by another indenture dated the eighth day of October one thousand eight hundred and seventy-nine the said Charles Lennox Peel and Henry George Calcraft and Art

Wellesley Peel were appointed by the present baronet to be trustees of the will of the second baronet, in the place of the said Jonathan Peel and Henry Goulburn and Henry Hobhouse, all deceased.

A.D. 1883.

And whereas by another indenture dated the eighth day of October one thousand eight hundred and seventy-nine the Right Honourable Lord John Hay and the said Henry George Calcraft were appointed in the place of the said George Earl of Gifford and Lord Arthur Hay (both deceased) to be trustees of the terms of ninety-nine and ninety years respectively, created by the said settlement of the sixteenth day of January one thousand eight hundred and fifty-six, and the said Charles Lennox Peel was appointed in the place of the said Sir William Peel (deceased) to be a trustee together with the said Arthur Wellesley Peel of the term of one thousand years created by the said settlement.

Appointment of new trustees of terms of years in present baronet's marriage settlement (dated the eighth day of October one thousand eight hundred and seventy-nine).

And whereas by three several indentures of mortgage dated respectively the thirteenth day of July one thousand eight hundred and fifty-four, the twelfth day of August one thousand eight hundred and fifty-seven, and the twenty-first day of July one thousand eight hundred and fifty-nine, and made between the present baronet of the first part, the London Assurance Corporation of the second part, and Edward Burmester and John Alves Arbuthnot of the third part, the present baronet mortgaged his life estate and interest in the estates settled by the will of the first baronet to secure the principal sums of sixty thousand pounds and interest at four pounds ten shillings per centum per annum and twelve thousand pounds and sixteen thousand pounds and interest at five pounds per centum per annum and mortgaged policies on his life of which the particulars are given in the first part of the First Schedule to this Act for the aggregate sum of eighty-eight thousand pounds as a further security for the said principal sums and interest.

Mortgages by present baronet on his life estates, and policies, to secure to London Assurance Corporation eighty-eight thousand pounds and interest.

And whereas by seven several indentures of mortgage dated respectively the twenty-fifth day of March one thousand eight hundred and sixty-one, the seventeenth day of May one thousand eight hundred and sixty-one, the sixth day of November one thousand eight hundred and seventy-two, the fourteenth day of January one thousand eight hundred and seventy-four, the twenty-first day of December one thousand eight hundred and seventy-four, the seventeenth day of January one thousand eight hundred and seventy-nine, and the twenty-fifth day of August one thousand eight hundred and eighty-one, and made between the present baronet of the one part and trustees of the Eagle Insurance Company of the other part, and which are now vested in George Russell and William Augustus Guy as the present trustees of the said insurance company

Mortgages by present baronet on his life estates, and policies, to secure to Eagle Insurance Company one hundred and thirty-four thousand pounds and interest.

A.D. 1883.

the present baronet mortgaged his life estate and interest in the estates settled by the wills of the first and second baronets to secure the principal sums of sixty thousand pounds (since reduced by part payment to fifty-two thousand pounds), one thousand five hundred and fifty pounds, eight thousand four hundred and fifty pounds, twenty-five thousand pounds, forty thousand pounds, and seven thousand pounds and interest thereon at six pounds per centum per annum reducible on punctual payment to five pounds per centum per annum and mortgaged policies on his life of which the particulars are given in the second part of the First Schedule to this Act for the aggregate sum of one hundred and twenty-nine thousand pounds as a further security for the said principal sums and interest.

Charges affecting
life estate of present
baronet.

And whereas there is now due to the London Assurance Corporation on the security of their said mortgages the principal sum of eighty-eight thousand pounds and to the Eagle Assurance Company on their said mortgages the principal sum of one hundred and thirty-four thousand pounds, and the said principal sums amounting together to two hundred and twenty-two thousand pounds are in this Act referred to as the "life estate charges" and the same and the charge upon the life estate of the present baronet in the estates devised by his father of three hundred pounds a year for pin money to Lady Emily Peel are not intended to be prejudiced or to be in any way affected by this Act, except so far as provision is by this Act made for paying off, buying up, or obtaining transfers of the life estate charges or providing for the payment of the said pin money.

Drainage and land
improvement rent
charges.

And whereas portions of the estates settled by the will of the first baronet were by virtue of orders of the Inclosure Commissioners issued under the General Land Drainage and Improvement Company's Act, one thousand eight hundred and forty-nine, charged in the years one thousand eight hundred and sixty-nine, one thousand eight hundred and seventy, one thousand eight hundred and seventy-five, one thousand eight hundred and seventy-six, one thousand eight hundred and seventy-seven, one thousand eight hundred and seventy-eight, and one thousand eight hundred and seventy-nine, with rent charges for thirty-one years amounting together to eight hundred and thirty-one pounds sixteen shillings and sixpence to secure the repayment of advances for labourers' cottages, drainage, farmhouses and buildings, water supply, grubbing, and fencing, and the particulars of all the said charges are given in the Second Schedule to this Act, and the said charges and the charges for jointure and portions created by the said settlement of the sixteenth day of January, one thousand eight hundred and fifty-six, and any other annual or gross sums for jointure portions

A.D. 1883.

or maintenance which may be charged under the said will of the first baronet on the estates thereby settled, and certain small rent charges and moduses amounting altogether to one hundred and seven pounds or thereabouts, are in this Act referred to as "The Paramount Charges," and are the only charges affecting the inheritance of the said settled estates and are not intended to be in any way prejudiced or affected by the provisions of this Act.

Charges affecting corpus of estates.

And whereas sales and exchanges and purchases of land have from time to time been made or agreed to be made under the powers contained in the wills of the first and second baronets.

And whereas the landed estates altogether subject to the will of the first baronet consist entirely of freeholds and the rental of the portions not in hand amounts to twenty-one thousand two hundred and ninety pounds fifteen shillings and eightpence or thereabouts and in addition thereto moneys of variable amount are received from year to year arising from the sale of timber and from royalties on mines, but the same are not estimated to exceed in future years an average of two thousand pounds a year, and there is standing in the names of the trustees of the will of the first baronet the sum of two thousand five hundred and sixty-six pounds three shillings and ninepence cash or thereabouts, representing the proceeds of sales of his settled estates not yet reinvested in the purchase of land.

Value of estates settled by will of first baronet.

And whereas the landed estates altogether subject to the will of the second baronet consist entirely of freeholds, and the rental of the portions not in hand amounts to three thousand one hundred and eighty-three pounds nineteen shillings and ten pence, and there are standing in the names of the trustees of his will two thousand nine hundred and seventy-eight pounds eight shillings and eleven pence cash or thereabouts, representing the proceeds of sales of his settled estates not yet reinvested in the purchase of land.

Value of estates settled by will of second baronet.

And whereas in addition to the landed estates altogether subject to the respective wills of the first and second baronets there is an estate at Kingsbury in the county of Warwick which belongs in equal moieties to the trustees of the two respective wills subject to two mortgages of the fee thereof to secure the principal sums of six thousand three hundred pounds and four thousand and fifty-eight pounds nineteen shillings and tenpence and interest, both which mortgage debts have been discharged by the trustees of the will of the first baronet and have been transferred to or in trust for them, and the rental of the entirety of the said estate at Kingsbury amounts to one thousand and fifty-seven pounds fifteen shillings.

Value of estates subject in moieties to the uses of both wills.

And whereas the estates subject to the wills of the first and second baronets and the moneys or investments for the time being liable to be laid out in the purchase of land to be settled to the uses

Definition of "the settled estates."

A.D. 1883.

Yearly outgoings for management and other expenses.

of the said respective wills are in this Act hereinafter referred to as "the settled estates."

And whereas in compliance partly with the requirements of the mortgagees and partly with the necessities of the estates, the annual sum of eight thousand and forty-three pounds or thereabouts is applied for the purposes of management and for other expenses of and connected with the said settled estates as follows:—

	£
For the maintenance of the house and gardens at Drayton - - - - -	800
For buildings - - - - -	3000
For repairs of gates and fences - - - - -	210
For incidental expenses - - - - -	450
For agent's salary - - - - -	1200
For voluntary subscriptions - - - - -	120
For mining agent's salary - - - - -	163
For under draining - - - - -	350
For woods and plantations - - - - -	760
For parochial rates - - - - -	370
For parliamentary taxes - - - - -	620
Total - - - - -	£8043

Yearly outgoings on account of "life estate charges."

And whereas the interest and premiums secured by the "life estate charges" amount to the yearly sums following:—

Interest at the reduced rate to the London Assurance Corporation - - - - -		£3,960	0	0
Ditto ditto Eagle Insurance Company - - - - -		£6,700	0	0
Premiums on the life policies in mortgage		£8,273	10	6

And whereas after payment of the costs of management, the pin-money of Lady Emily Peel, and the drainage and land improvement rent charges incurred by the present baronet for the improvement of the settled estates and the interest and premiums secured by the life estate charges there is no surplus of the rents and profits of the settled estates to provide for the maintenance and education of the infant son and family of the present baronet.

Bonuses on life policies.

And whereas bonuses have been already declared on the life policies particularised in the first part of the First Schedule to this Act to the aggregate amount of twenty-one thousand and fifteen pounds seventeen shillings and threepence, and on the life policies particularised in the second part of the First Schedule to this Act to the aggregate amount of sixteen thousand seven hundred and eighty-three pounds four shillings.

Chattels of the present baronet at Drayton.

And whereas under the will of the second baronet or otherwise in addition to his interest in the pictures and statues which belonged to the second baronet and are already settled as heirlooms to go with

the estates settled by the will of the first baronet the present baronet has become absolutely entitled to chattel effects of great value and family interest, which have for many years been kept and used at the family mansion of Drayton or elsewhere consisting of the following particulars—

(1) Pictures and engravings of the estimated value of - - -	£5,141	0	0
(2) Books and manuscripts - - -	£13,800	0	0
(3) Furniture, statues, pedestals, objects of art, ornamental china and effects - - - - -	£24,294	10	6
(4) Plate - - - - -	£4,551	2	8
Total	<u>£47,786</u>	<u>13</u>	<u>2</u>

And whereas by two indentures of mortgage dated respectively the twenty-ninth and thirtieth days of August, one thousand eight hundred and eighty-one, the present baronet mortgaged the said books, furniture, and china comprised in the second and third of the above particulars or some of them, as well as the equity of redemption of all the life policies particularised in the First Schedule to this Act, to secure the payment to Henry Louis Bischoffsheim of nine thousand pounds with interest thereon at the rate of four pounds per centum per annum from the thirtieth day of March one thousand eight hundred and eighty-one, and the principal sum of six thousand one hundred and seven pounds seven shillings and sixpence remains due on the said security.

Mortgage on chattels and life policies for six thousand one hundred and seven pounds seven shillings and sixpence (the twenty-ninth day of August, one thousand eight hundred and eighty-one).

And whereas by an indenture of settlement dated the thirtieth day of August, one thousand eight hundred and eighty-one, and made between the present baronet of the first part, Lady Emily Peel of the second part, and the said Henry George Calcraft and William James Farrer and William Dawes Freshfield of the third part in consideration of advances made by Lady Emily Peel for his benefit and of divers other good considerations, the present baronet granted unto the said Henry George Calcraft, William James Farrer, and William Dawes Freshfield, their executors, administrators and assigns, all and singular the manors and hereditaments settled by the wills of the first and second baronets respectively or either of them, or of or to which the present baronet was then seized or entitled as tenant for life in possession subject to the charges thereon and to a receivership deed of the seventeenth day of January one thousand eight hundred and seventy-nine forming part of the securities of the Eagle Insurance Company and appointing Hall William Keary the agent of the said estates to be receiver of the rents and profits thereof to have and to hold the same to the said Henry George Calcraft, William James Farrer, and William

Settlement of the thirtieth day of August, one thousand eight hundred and eighty-one, for benefit of Lady Emily Peel and family, vesting life estate of present baronet in trustees, and assigning to Lady Emily Peel surplus of policy moneys.

A.D. 1883.
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Dawes Freshfield, their executors, administrators and assigns for the residue of the life of the present baronet, subject to the several mortgages charges and incumbrances affecting the same and also to the said annual sum of three hundred pounds payable by way of pin money to the said Lady Emily Peel during the joint lives of herself and the present baronet upon trust to enter into possession of the rents and profits of the hereditaments expressed to be thereby granted and during the residue of the life of the present baronet to continue in such possession and in the management of the said hereditaments and upon trust at their discretion to lease the said mansion house with or without the furniture and effects therein or belonging thereto, and to effect all necessary repairs and improvements and to keep up the gardens belonging to the said mansion house, or to let the same together with or separately from the said mansion house and with power to cut timber and underwood (not being ornamental timber) and to make plantations and nurseries and to open and commence or continue the working of or reopen quarries, limeworks, tile, or brickworks and kilns, clay, marl, and gravel pits upon the same hereditaments, or to let the working thereof to any other person or persons and to insure houses buildings and other property against fire and to preserve the game upon the said hereditaments or any part thereof for the use of the present baronet and his sons or any of them, and to retain for his or their use the right of shooting and sporting and fishing over such hereditaments or any part or parts thereof or to let (preserved or unpreserved) such right at their discretion to any other person or persons for any term not exceeding the duration of the life of the present baronet, and with power generally to deal with the said manors and hereditaments as they or he might do if they or he were absolute beneficial owners thereof. And upon further trust out of the rents and profits of the said hereditaments after defraying the costs of management to pay the said annual sum of three hundred pounds secured to Lady Emily Peel during the joint lives of herself and the present baronet by the said settlement of the sixteenth day of January one thousand eight hundred and fifty-six, and to keep down the interest and premiums payable in respect of the life estate charges, and, subject thereto, upon trust to set apart the yearly sum of four thousand pounds, commencing from the date of the indenture now in recital, or so much not exceeding that sum, as should in any year remain of the rents and profits after making the payments aforesaid, and to pay and apply the same or any part thereof at their discretion as the same should become payable and without anticipation for or towards the maintenance and personal support of the present baronet and Lady Emily Peel, and their child or children and other issue, or for the maintenance and personal support

of such one or more to the exclusion of the others or other of such objects of the said discretionary trust, and in such manner shares and proportions as the said trustees or trustee should think proper during the remainder of the life of the present baronet, or during such shorter period, whether continuing or interrupted, as the said trustees or trustee in their or his absolute discretion should think proper, and subject to the said trust and power, and the discretionary exercise thereof, in trust for the present baronet and his assigns. And it was expressly declared that the grant thereby made should not affect the protectorate of the settlements made by the wills of the first and second baronets thereby given to the present baronet, or his powers of consenting to the exercise of or exercising any powers of sale or leasing given to him by the said wills except that the present baronet should during his life, at the request of the trustees, exercise his powers of leasing so as to give effect to any lease granted by the trustees, and the present baronet also assigned unto the said trustees all and singular the policies of assurance of which the particulars are given in the First Schedule to this Act, and all moneys assured or to become payable by or under the said policies respectively, to hold the same subject to the mortgages and incumbrances thereon upon trust for the said Lady Emily Peel, her executors, administrators, and assigns for her separate use.

And whereas the present baronet is indebted in an aggregate sum of six thousand pounds or thereabouts in addition to the mortgage debt of six thousand one hundred and seven pounds seven shillings and sixpence owing by him to the said Henry Louis Bischoffsheim as aforesaid, and the creditors are pressing for payment and there are no means of satisfying the said debts except by a sale of the pictures, books, manuscripts, furniture, statues, pedestals, objects of art, plate and other effects of family interest to which the present baronet is entitled as aforesaid or out of the annual saving which might be effected if the holders of the life estate charges consented thereto by suffering the mansion house and grounds and buildings on the settled estates to fall into disrepair.

Debts of present
baronet.

And whereas it would be for the benefit of the persons entitled in remainder to the estates settled by the will of the first baronet if the said pictures, books, manuscripts, furniture, statues, pedestals, objects of art, plate, and other effects of family interest could be purchased at their value and retained and settled as heirlooms to go with the said estates, and if the inheritance of the settled estates could be charged with the purchase money of the said chattels, and if surer provision could be made for the repair and maintenance of the mansion house and gardens at Drayton and for the proper management of the settled estates.

A.D. 1883.

Surrender by Lady Emily Peel of her interest in surplus policy moneys (thirty-two thousand seven hundred and ninety pounds one shilling and threepence) on conditions.

And whereas the present surplus of the life policy moneys (including bonuses) over the aggregate of the life estate charges amounts to thirty-two thousand seven hundred and ninety pounds one shilling and threepence, and this sum is liable to increase by future bonuses, and Lady Emily Peel has agreed to surrender her interest in the said surplus moneys under the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one on the following conditions :

- (1) That the said chattels shall be purchased and settled as heir-looms and that the purchase money thereof shall be applied, first, in discharge of the debts of the present baronet owing to Henry Louis Bischoffsheim and the unsecured creditors, secondly, in providing for the support during the present year of herself and her family a sum not exceeding four thousand pounds, and thirdly, in part satisfaction of the life estate charges.
- (2) That such of the life policies particularised in the First Schedule hereto as shall not be necessary for paying off at the death of the present baronet the unsatisfied portion of the life estate charges or the amount thereof and other moneys by this Act provided to be then paid shall be sold to the offices at their surrender value and that the purchase money thereof shall be applied in further part satisfaction of the life estate charges.
- (3) That the inheritance of the settled estates or some of them shall be charged with a sum sufficient to provide the purchase money for the said chattels and to pay off the unsatisfied portions of the life estate charges.
- (4) That the annuity of four thousand pounds payable to the trustees during the life of the present baronet under the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one shall be increased to five thousand pounds, or so much not exceeding that sum as shall in any year remain after making the prior payments, and that the present baronet shall further exercise the jointuring power given to him by the will of the first baronet by appointing to her by deed a further and additional jointure of one thousand pounds.
- (5) That a further annuity of five hundred pounds during the joint lives of the present baronet and his son Robert Peel for the maintenance education and benefit of the said Robert Peel shall be secured to the trustees of the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one out of such part of the rents and profits of the settled

A.D. 1883.

estates as shall remain in any year after providing the annuity of five thousand pounds.

And whereas for effecting the objects aforesaid and in order to the general preservation of the settled estates it is fit and proper and for the benefit of the persons entitled to the settled estates in remainder after the death of the present baronet that money should be raised by mortgage of the said estates for the purchase of the aforesaid chattels and for the payment of the unsatisfied portion of the life estate charges and that the said chattels and also the life interest of the present baronet and the policies on his life or a sufficient part thereof should be vested in trustees for the purposes of this Act and with powers for management and otherwise as by this Act provided.

Reasons for a private Act.

And whereas it is convenient that the trustees of the will of the first baronet and of the will of the second baronet and of the settlement of the thirtieth day of August one thousand eight hundred and eighty-one and of this Act should be the same persons, and the said William James Farrer has consented to retire from the trusts of the said settlement, and Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel and William Dawes Freshfield have consented to become trustees of the wills of the first and second baronets and of the settlement of the thirtieth day of August one thousand eight hundred and eighty-one and to become trustees for the purposes of this Act.

Arrangement for appointing same persons to be trustees of wills, settlement and Act.

And whereas an inventory has been made of the said chattels, which inventory has been deposited for safe custody with the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel and William Dawes Freshfield.

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

Therefore Your Majesty's most dutiful and loyal subject Sir Robert Peel Baronet doth most humbly beseech Your Majesty that it may be enacted and be it enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. This Act may be cited for all purposes as Sir Robert Peel's Estate Act 1883. Short title.

2. Immediately on the passing of this Act William James Farrer shall be and he is by this Act discharged from being a trustee of the settlement of the thirtieth day of August one thousand eight hundred and eighty-one and the said Arthur Wellesley Peel and William Dawes Freshfield shall be and they are by this Act appointed to be together with the said Charles Lennox Peel and

New trustees of the wills of the first and second baronets and of the settlement of one thousand eight hundred and eighty-one.

A.D. 1883.

Henry George Calcraft, trustees of the will and codicils of the first baronet and the said William Dawes Freshfield shall be and he is by this Act appointed to be together with the said Charles Lennox Peel, Henry George Calcraft, and Arthur Wellesley Peel, a trustee of the will and codicils of the second baronet, and the said Charles Lennox Peel and Arthur Wellesley Peel shall be and they are by this Act appointed to be together with the said Henry George Calcraft and William Dawes Freshfield trustees of the settlement of the thirtieth day of August one thousand eight hundred and eighty-one, and the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel and William Dawes Freshfield and the survivors and survivor of them and the executors or administrators of the survivor of them shall have and may exercise from and after the passing of this Act all the powers by the said wills and codicils of the first and second baronets and by the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one given to the trustees thereof respectively in like manner as if the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, and William Dawes Freshfield had been originally named trustees of the will and codicils of the first baronet in place of the said Robert Peel of Manchester and Thomas Norris and of the will and codicils of the second baronet in place of the said Jonathan Peel, Henry Goulburn and Henry Hobhouse and of the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one in place of the said Henry George Calcraft, William James Farrer and William Dawes Freshfield.

Trust estates vested
in new trustees.

3. Upon the passing of this Act all lands and hereditaments which immediately before the passing of this Act were vested in the said Charles Lennox Peel and Henry George Calcraft as trustees and upon the trusts of the will and codicils of the first baronet and all lands and hereditaments which immediately before the passing of this Act were vested in the said Charles Lennox Peel, Arthur Wellesley Peel, and Henry George Calcraft, as trustees and upon the trusts of the will and codicils of the second baronet and all lands and hereditaments which immediately before the passing of this Act were vested in the said Henry George Calcraft, William James Farrer, and William Dawes Freshfield as trustees and upon the trusts of the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one shall be and the same lands and hereditaments are by this Act vested in the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel and William Dawes Freshfield, for all the estates and interests which immediately before the passing of this Act were vested in the said Charles Lennox Peel and Henry George Calcraft as trustees

of the will and codicils of the first baronet and in the said Charles Lennox Peel, Arthur Wellesley Peel, and Henry George Calcraft as trustees of the will and codicils of the second baronet and in the said Henry George Calcraft, William James Farrer, and William Dawes Freshfield as trustees of the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one, and shall be held by the same Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, and William Dawes Freshfield, as trustees of the wills and codicils of the first and second baronets, and of the said settlement upon the trusts affecting the same lands and hereditaments under those wills and codicils and settlement respectively, and with all the powers during the life of Sir Robert Peel the present baronet, given to the said Henry George Calcraft, William James Farrer, and William Dawes Freshfield by the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one, and with such further powers as are given to them by this Act.

4. As soon as may be after the passing of this Act the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, William James Farrer, and William Dawes Freshfield or any of them, shall and they are hereby required to transfer and pay any cash in the hands of them or any of them or so much thereof as may remain after payment of their proper costs charges and expenses incurred by them or any of them as such trustees as aforesaid, and also all investments if any held on the trusts of the wills and codicils of the first and second baronets into the joint names of Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, and William Dawes Freshfield, or into the names or name of the survivors or survivor of them or of other the trustees or trustee appointed in their or his place of the said wills and settlement, and the respective cash and other investments so transferred and paid shall after such transfer and payment be held upon the respective trusts affecting the same under those wills and settlement and this Act or any of them.

Cash and investments to be transferred to the new trustees.

5. The powers conferred by this Act may be exercised by the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, and William Dawes Freshfield, or the survivors or survivor of them, or the executors or administrators of such survivor or other the trustees or trustee for the time being of the powers of sale and exchange contained in the wills of the first and second baronets and of the said settlement and of this Act, all of which persons are hereinafter in this Act included in the expression "the trustees."

Trustees of this Act.

A.D. 1883.

Duration of powers
under this Act.

6. The powers conferred by this Act on the trustees shall continue in force and be capable of being exercised by the trustees during the life of the present baronet and no longer except as regards the chattels by this Act vested in the trustees in respect to which the powers and trusts created by this Act shall continue in force until some person shall become absolutely and indefeasibly entitled in possession to such chattels but this shall not affect any powers or trusts which may be exerciseable by the trustees after the death of the present baronet as trustees of the wills and codicils of the first and second baronets or either of them.

The present baronet's
life estates and
policies vested in the
trustees.

7. From and immediately after the passing of this Act all the estates of the present baronet under the wills and codicils of the first and second baronets in the settled estates and the right to recover receive and give a discharge for all arrears of rents and profits of the settled estates accrued or accruing due at the time of the passing of this Act, and also all the policies of assurance particularised in the First Schedule to this Act or any policy or policies which may from time to time become substituted for any policy mentioned in that Schedule, and the right to recover, receive and give a discharge for all money assured by or to become payable under all such policies shall be and the same are hereby vested in the trustees for the purposes of this Act, but subject as respects the settled estates to the paramount charges affecting the same or such of them as shall be subsisting, and subject as respects the life estate and interest of the present baronet in the settled estates, and also as respects the policies to the life estate charges and to all other charges affecting the said settled estates and policies respectively at the time of the passing of this Act.

Powers annexed to
life estate made
exercisable by the
trustees.

8. From and immediately after the passing of this Act all the following powers and rights which under the wills and codicils of the first and second baronets or under the Settled Land Act one thousand eight hundred and eighty-two, are limited to or vested in the present baronet (that is to say) :

Powers to grant leases.

Powers of giving consent to enfranchisements partitions sales and exchanges and leases.

Rights of working mines and quarries, and cutting timber and underwood.

All other powers and rights except powers of jointuring or charging portions, and except the powers of protector of the settlement which either under the provisions of the wills of the first and second baronets, or in right of his estate as tenant for life in possession without impeachment of waste of the settled estates or under the reservations of the said

settlement of the thirtieth day of August one thousand eight hundred and eighty-one, or under the Settled Land Act one thousand eight hundred and eighty-two, the present baronet could have exercised or enforced if this Act had not been passed

shall be and the same powers and rights are hereby transferred to and vested in and made capable of being exercised and enforced by the trustees during the life of the present baronet for the purposes of and subject to the restrictions and provisions contained in this Act, and the power of appointing new trustees of the said respective wills and codicils and settlement during the life of the present baronet and of this Act shall be exercisable by the surviving or continuing trustees or trustee, or the personal representatives of the last surviving or continuing trustee.

9. From and after the passing of this Act all powers and rights by this Act transferred to and vested in the trustees shall cease to be exercised or enforced by the present baronet during the residue of his life.

Present baronet no longer to exercise his powers.

10. As and when any money becomes payable under any policy of assurance by this Act transferred to and vested in the trustees they shall enforce payment of and receive such money or so much thereof as may be payable to them, and shall out of the money received by them pay all costs and expenses incurred in the recovery and receipt thereof, and also pay or allow to be retained thereout any principal money or interest charged thereon or otherwise properly payable thereout, and the trustees shall stand possessed of the net residue after making the payments or allowances by this section authorised of all the money received by them under the policies by this Act transferred to and vested in them as follows (that is to say) seven equal eighth parts thereof upon the trusts, and subject to the powers and provisions declared by and for the time being subsisting under the will of the first baronet with respect to money arising from sales or exchanges under the powers of sale and exchange contained in that will, and the remaining one equal eighth part thereof upon the trusts and subject to the powers and provisions declared by and for the time being subsisting under the will of the second baronet with respect to money arising from sales or exchanges under the powers of sale and exchange contained in that will.

Trusts of money received under policies.

11. From and immediately after the passing of this Act the plate, pictures, engravings, library of books, and manuscripts, furniture, statues, pedestals, objects of art, ornaments, china and other effects belonging to or used in connection with the occupation of the house at Drayton as a residence of which an inventory has been deposited

Family chattels vested in the trustees.

A.D. 1883.

for safe custody with the trustees as aforesaid shall be and the same chattels respectively are hereby vested in the trustees for the purposes of this Act subject to all rights or charges (if any) in favour of the creditors of the present baronet affecting the same at the time of the passing of this Act.

Chattels to go along with estates settled by will of first baronet.

12. The trustees shall from and after the passing of this Act allow the said chattels to be used possessed and enjoyed in and with the mansion of Drayton so far as the rules of law and equity will permit by the person or persons who under the will and codicils of the first baronet shall for the time being be in the actual possession or in receipt of the rents and profits of the estates thereby settled, but so nevertheless that such chattels shall not vest absolutely in any person by the will of the first baronet made tenant in tail male by purchase unless and until he shall attain the age of twenty-one years, but on his death under that age the said chattels shall go and devolve in the same manner as if they had been freehold hereditaments of inheritance and had been settled accordingly.

Persons taking possession to sign receipts.

13. Each person entitled from time to time to the use and possession of the said chattels shall sign a receipt for the same upon delivery thereof into his possession.

Trustees to have power to inspect and require insurance against fire.

14. The trustees may from time to time inspect and examine the condition of the said chattels, and may require the same to be properly preserved or to be restored and repaired at the expense of the usufructuary thereof for the time being.

Chattels may be exchanged or altered or sold and replaced so that the value be not reduced.

15. Any of the said chattels may from time to time with the consent of the trustees be exchanged or the form and fashion thereof may be altered or other articles substituted at the expense of the usufructuary thereof for the time being, provided the intrinsic value thereof be not diminished.

Trustees taking a receipt not to be responsible.

16. When a receipt as by this Act directed shall have been signed by the person entitled to the use and possession of the said chattels, the trustees shall not be liable for any loss, damage or depreciation, or for any unauthorised dealing or disposition therewith.

Chattels may be sold by trustees.

17. Any of the said chattels may from time to time be sold by the trustees and the net proceeds of any such sale after payment of expenses shall be held upon the trusts and subject to the powers and provisions declared by and for the time being subsisting under the will of the first baronet with respect to money arising from sales and exchanges under the power of sale and exchange contained in that will. Provided always that if the usufructuary for the time

being of the said chattels is of full age no such sale shall be made without his consent in writing.

A.D. 1883.

18. Notwithstanding the transfer to the trustees effected by this Act of the life estate or interest of the present baronet in the settled estates and of the policies of assurance mentioned in the First Schedule to this Act and of the chattels the persons who at the time of the passing of this Act are creditors of the present baronet shall not be hindered delayed or prejudiced in recovery of their debts against or out of such life estate or interest policies and chattels further or otherwise than if the said transfer had been effected by deed executed by the present baronet on the day of the passing of this Act and as part of the arrangement made by this Act for raising money for payment of the debts due to such creditors.

Transfer effected by Act not to prejudice rights of creditors.

19. Immediately after the passing of this Act in addition to the trusts, duties, and powers conferred on them by the settlement of the thirtieth day of August one thousand eight hundred and eighty-one, and in confirmation and corroboration thereof, so far as this section extends the trustees shall enter into and during the life of the present baronet shall continue in the possession or the receipt of the rents and profits of the settled estates and shall manage or superintend the management thereof and may fell timber or cut underwood from time to time in the usual course for sale or for repairs or otherwise, and may forthwith fell or cut any of the timber on the settled estates or any part thereof, and may erect, pull down, and repair houses and other buildings, and may work mines, minerals, and quarries, and open and work new mines and quarries, and may drain and otherwise improve the settled estates or any part thereof, and shall insure against loss by fire in such amount as they shall deem proper the mansion at Drayton and any other buildings belonging thereto, and the furniture chattels and effects by this Act vested in the trustees and also any other buildings on the settled estates and any effects in or about the same which the trustees may think proper to be insured, and may pay all expenses of putting and keeping the mansion and the buildings belonging thereto and the gardens and ground and park of the mansion at Drayton and any other buildings on the settled estates in proper repair and condition, and generally may do all such works and make all such payments as the trustees may deem proper for keeping the settled estates and the buildings thereon in proper preservation, repair, and condition, and may make allowances to and arrangements with tenants and others, and may determine tenancies and accept surrenders of leases and tenancies, and generally, but subject to the express restrictions contained in this Act, may deal with the settled estates in a proper and due course of management in like manner as a tenant for life in

Trustees to enter on settled estates, receive rents and manage.

A.D. 1883.

No timber and under-wood except of full growth, and no ornamental timber to be cut, and no mines to be worked in park and grounds.

possession without impeachment of waste entitled for his own use could do.

20. The trustees shall not under the powers conferred on them by the settlement of the thirtieth day of August one thousand eight hundred and eighty-one or by this Act fell or cut any timber or underwood except such as may, for the time being, be of full growth or in a state of decay or ought to be cut for the improvement of other timber or of the plantations in which the same may be standing, or for the better cultivation of the adjoining lands, and shall not cut any ornamental timber except such as may be in a state of decay, and shall not grant any lease of or work any mines or minerals or quarries in the park of Drayton, or the gardens, lands, or grounds usually occupied therewith.

Power to raise two hundred and thirty-five thousand pounds by mortgage.

21. The trustees may at any time, or from time to time, after the passing of this Act raise by mortgage of the settled estates, or any part or parts thereof, any sum or sums not exceeding altogether two hundred and thirty-five thousand pounds, and they shall accordingly raise such sums within that limit as may from time to time be required for the purposes to which the respective mortgage moneys are hereinafter directed to be applied and the trustees may convey the settled estates or any part or parts thereof to any person or persons for an estate in fee simple or any less estate by way of mortgage for securing payment of the money raised and the interest thereon.

Effect of conveyance by way of mortgage.

22. Every conveyance by way of mortgage made under this Act shall take effect subject to the paramount charges or such of them as shall be subsisting, and also to the pin-money of the said Lady Emily Peel as aforesaid, and also to the life estate charges and the securities for the same or such of them as shall not be released, but in priority to all estates for life and estates in tail male and in tail, and to the remainder in fee limited by the wills of the first and second baronets, and may contain a power of sale and such other powers and provisions for securing payment of principal money and interest as the trustees may deem proper.

Mortgages to be redeemable by person in possession.

23. Every conveyance by way of mortgage made under this Act shall be and be made redeemable by the person or persons for the time being entitled to the actual possession, or to the receipt of the rents and profits of the settled estates respectively comprised in the mortgage, and in case any mortgage shall contain the estates or portion of the estates settled by the wills of both the first and second baronets, provision shall be made by independent deed without prejudice to the rights of the mortgagee or mortgagees for apportioning the burden of the mortgage debt between the respective

A.D. 1883.

settled estates comprised in the mortgage (having regard to the relative values of the estates and to the benefits accruing to the respective estates under Sections 10, 11, and 12 of this Act) as follows (that is to say), the estates comprised therein subject to the limitations of the will of the first baronet shall be primarily liable to the payment of nine equal tenth parts thereof in exoneration of the estates comprised therein subject to the limitations of the will of the second baronet and the estates comprised therein subject to the limitations of the will of the second baronet shall be primarily liable to the payment of one equal tenth part thereof in exoneration of the estates comprised therein subject to the limitations of the will of the first baronet and it shall be lawful for the trustees by deed executed by them to make due provision for such primary liability and exoneration.

24. Every conveyance by way of mortgage made under this Act shall be subject and without prejudice to all leases subsisting at the time when such conveyance is made and to the exercise of the powers of leasing contained in the wills of the first and second baronets and in the settlement of the thirtieth day of August one thousand eight hundred and eighty-one and in this Act, and also (unless the contrary should be expressly provided by the deed of conveyance) shall be subject and without prejudice to the powers of enfranchisement, partition, sale and exchange contained in the wills of the first and second baronets, but so that all money arising from any enfranchisement, partition, sale, or exchange, and also the lands and hereditaments purchased therewith and all lands and hereditaments acquired in severalty or partition or purchased or received in exchange shall become and be subject to the security made by the conveyance in substitution for the lands and hereditaments enfranchised or conveyed for the purpose of effecting any partition sale or exchange.

Mortgages to be subject to leases and unless the contrary is provided to the powers of the two wills and the settlement of one thousand eight hundred and eighty-one.

25. If and whenever any money secured by mortgage made under this Act is called in, or the trustees shall think fit to pay off the same or any part thereof, they may reborrow and raise on the security of all or any part of the settled estates all or any part of the sum paid off and may secure payment of the money reborrowed and the interest thereon by a conveyance by way of mortgage in like manner as by this Act authorised in case of money originally borrowed and subject to the like provision as to liability between the estates subject to the limitations of the wills of both the first and second baronets as is hereinbefore expressed.

Power to reborrow.

26. The trustees may from time to time make and concur in all such transfers of and other dealings with any mortgage made under this Act or any other charge for the time being subsisting on the

Power to trustees to concur in transfers.

A.D. 1883.

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

Disposal of money
raised by mortgage.

27. All money raised by mortgage under this Act shall be applied in the order and for the purposes and in the manner following and not otherwise (that is to say)—

First. In paying the costs and expenses of and incidental to obtaining this Act, and the cost and expenses of or incidental to the raising of the money from time to time raised on mortgage under this Act.

Secondly. In retaining during the year one thousand eight hundred and eighty-three a sum of four thousand pounds to be applied by the trustees upon the trusts declared by the settlement of the thirtieth day of August one thousand eight hundred and eighty-one concerning the annuity of four thousand pounds thereby provided.

Thirdly. In paying the principal money and all arrears of interest and other payments due at the time of the passing of this Act or subsequently to become due in respect of the life estate charges or in respect of the charge on the said chattels, and all costs and expenses of or incidental to procuring any release or surrender of the securities for the life estate charges, and procuring assignments or releases to the trustees of the policies mentioned in the First Schedule to this Act or any substituted policy or policies, or in procuring the release or delivery to the trustees of the said chattels, but so that interest becoming due after the passing of this Act and the premiums and other payments for keeping on foot the policies mentioned in the First Schedule to this Act, or any substituted policies becoming due after the passing of this Act shall be paid primarily out of the rents and profits of the settled estates in exoneration of money raised by mortgage under this Act.

Fourthly. In paying the other debts of the present baronet due at the time of the passing of this Act and all other moneys (if any) required to be paid in order to effect the discharge of the present baronet from his present debts save and except the life estate charges and the charge on the said chattels and also in paying all costs and expenses of the present baronet or the trustees incurred in reference to such debts or for the purpose of effecting the discharge or procuring the release thereof or any other purpose with reference to the matters aforesaid, and

A.D. 1883.

any excess of the money raised by mortgage as aforesaid over what shall be actually required for the purposes aforesaid shall be held by the trustees upon trusts to retain thereout any costs and moneys incurred or payable by them in the execution of the trusts of the said wills and codicils and settlement and of this Act and subject thereto upon the trusts and subject to the powers and provisions declared by and for the time subsisting under the will of the first baronet with respect to moneys arising from sales and exchanges under the power of sale and exchange contained in that will.

28. Any investments hereinbefore directed to be transferred by the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, William James Farrer and William Dawes Freshfield or any of them to the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, and William Dawes Freshfield, and also any other investments representing money arising from any enfranchisement partition sale or exchange made under the powers of the wills of the first and second baronets may be sold by the trustees, and the proceeds thereof and any cash to be paid to them by the said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, William James Farrer, and William Dawes Freshfield or any of them as hereinbefore directed, and also any other money hereafter arising in like manner may be applied by the trustees for any purpose for which money raised by mortgage under this Act is by this Act authorised to be applied, but the total amount of the sums authorised to be raised by mortgage under this Act shall be reduced by the total amount of the proceeds of sale of the investments and other moneys so applied.

Investments held on trusts of wills may be applied as money borrowed.

29. The trustees may at any time or from time to time after the passing of this Act effect if they in their absolute discretion think fit any further policy or policies of assurance on the life of the present baronet to an amount not exceeding together with the amount for the time being assured by the policies mentioned in the First Schedule to this Act, or such of them as shall be subsisting or any policies substituted for the same the total sum of one hundred and eighty-five thousand pounds, and such further sum, if any, as the trustees in the execution of their trusts may become liable to pay on the death of the present baronet. Every such further policy shall be held upon the same or the like trusts as the policies by this Act transferred to and vested in the trustees, save that the same shall not be subject to any of the life estate charges. The premiums and other moneys required to be paid for keeping on foot any and every such further policy of assurance shall be payable in like manner, and subject to the same provisions as directed by this

Trustees may effect further policies on the life of present baronet.

A.D. 1883.

Act with regard to the premiums and other moneys required for keeping on foot the policies mentioned in the First Schedule to this Act.

Power to surrender bonuses and policies in excess of one hundred and eighty-five thousand pounds.

30. The trustees may at discretion from time to time surrender any bonus declared after the passing of this Act on any policy of assurance mentioned in the First Schedule to this Act in consideration of and for the purpose of procuring a reduction of the annual premium payable for keeping such policy on foot, or may retain the same unsurrendered for the purpose of meeting any claims against them at the death of the present baronet whether for moneys borrowed for stocking farms in hand or otherwise which are not specially provided for in this Act. The trustees may also from time to time at discretion in case the total amount for the time being assured by the subsisting policies mentioned in the First Schedule to this Act and substituted policies, if any, together with any subsisting further policies effected under the last preceding section exceed the sum of one hundred and eighty-five thousand pounds, and such further sum (if any) as in the last preceding section mentioned, sell or surrender any policy of assurance mentioned in the First Schedule to this Act, or any such further policy as aforesaid, provided that the amount for the time being assured by all the policies which are retained unsold or unsurrendered be not thereby reduced to a sum which shall be less than one hundred and eighty-five thousand pounds, and such further sum (if any) as in the last preceding section mentioned.

Application of surrender moneys.

31. All moneys arising from the sale or surrender of policies authorised by the last preceding section of this Act shall be applied in the same manner as money raised by mortgage under this Act.

Disposal of rents and profits.

32. The rents profits and annual income of the settled estates including the moneys arising from the sale of timber and underwood and from the working of mines or minerals and the rents and royalties received on mining or mineral leases or licenses (which rents profits moneys royalties and annual income are in this Act referred to as "annual income") shall be applied by the trustees in the order and manner and for the purposes following and not otherwise (that is to say)

First In paying all rates taxes wages salaries and other expenses and outgoings due at the time of the passing of this Act or afterwards to become due or payable or incurred in reference to or in connection with the management of the settled estates, including all such expenses as are mentioned in the recitals of this Act as amounting at the present time to the yearly sum of eight thousand and forty-three pounds, or

such of the same as the trustees from time to time continue, and such other expenses in connection with the management as the trustees from time to time incur, and in paying the costs and expenses incurred in the exercise of the powers or the performance of the duties by this Act conferred or imposed on the trustees except so far as any of such costs and expenses are by this Act directed to be paid and can be paid primarily out of money raised by mortgage under this Act, and except so far as any of such payments may by the express terms of any conveyance by way of mortgage made under the powers of this Act be postponed to the security made by such conveyance but so that the payments hereby first directed to be paid shall not exceed in any year such a sum as shall be consistent with the payment in full of the payments secondly, thirdly, fourthly, fifthly, and sixthly next herein-after directed to be paid.

Secondly In paying year by year the annual sum of three hundred pounds payable to Lady Emily Peel during the joint lives of herself and Sir Robert Peel under the trusts of the said indenture of settlement of the sixteenth day of January one thousand eight hundred and fifty-six.

Thirdly In paying year by year the payments becoming due after the passing of this Act in respect of the paramount charges or such of the same as shall from time to time remain unsatisfied.

Fourthly In paying year by year the interest premiums and other annual payments becoming due after the passing of this Act under the securities for the life estate charges or such of the same as shall remain unsatisfied.

Fifthly In paying year by year the interest on money raised by mortgage under this Act.

Sixthly In paying year by year the premiums and other moneys required to be paid for keeping on foot the policies mentioned in the First Schedule to this Act, or so many of the same as shall from time to time be subsisting, and in effecting and keeping on foot any new policy or policies in substitution for any policy or policies mentioned in the First Schedule to this Act, so far as such premiums and other moneys are not paid under the provision hereinbefore in this section contained for discharging annual payments becoming due under the securities for the life estate charges.

Seventhly In appropriating year by year during the life of the present baronet in lieu of the annuity of four thousand pounds provided by the said settlement of the thirtieth day of August one thousand eight hundred and eighty-one the annual sum of

A.D. 1883.

five thousand pounds, or so much thereof as the annual income shall be adequate to provide after making the payments aforesaid for or towards the maintenance and personal support of the present baronet and Lady Emily Peel, and their child or children or other issue for the time being in existence, or at the discretion of the trustees for or towards the maintenance and personal support of such one or more to the exclusion of the others or other of such objects of the present discretionary trust or power in such manner, and if more than one, in such shares and proportions as the trustees shall think proper.

Eighthly In paying year by year to or for the benefit of Robert Peel, the eldest son of the present baronet, during the joint lives of such son and the present baronet, the annual sum of five hundred pounds or so much thereof as after making the payments aforesaid the annual income shall be adequate to provide, by equal half-yearly payments on the first day of May and the first day of November in each year the first half-yearly payment to be made on the first of those days which shall happen next after the passing of this Act, but so that during the minority of such son the said annual sum or so much thereof as the trustees shall think fit shall be applied for his maintenance, education, and benefit as the trustees think proper, and if the whole shall not be so applied the trustees shall accumulate the residue for the benefit of the said Robert Peel if he shall attain the age of twenty-one years, but if he shall die under that age then the accumulations shall be held upon the same trusts as if they were moneys arising from sales or exchanges under the power of sale and exchange contained in the will of the first baronet but with power to the trustees at any time during the minority of such son as aforesaid to resort to previous accumulations and apply them for his maintenance, education, or benefit.

Lastly The surplus (if any) of annual income received by the trustees and not required to be applied for any of the purposes in this section mentioned shall be paid to the present baronet during his life.

Power to raise further sums by mortgage to make good deficiencies of income for payment of policy premiums.

33. In case at any time the annual income of the settled estates shall be deficient in amount to pay the annual sums by this Act made payable for keeping on foot the policies of assurance by this Act directed to be kept on foot the trustees may at any time and from time to time raise by mortgage in like manner as by this Act authorised with respect to the raising of the sum of two hundred and thirty-five thousand pounds, any sum or sums required to make good such deficiency; nevertheless such deficiency or the mon

A.D. 1883.

raised to pay the same shall be made good and discharged out of any subsequent surplus of annual income payable under this Act to the present baronet and shall be paid in priority to the payments to him and to the annual sums of five thousand pounds and five hundred pounds hereinbefore provided to be paid or applied to or for the benefit of the family and eldest son of the present baronet.

34. Every receipt from time to time given by the trustees for any money received by them under this Act shall be a complete discharge for the same and from all liability claims and demands in respect thereof, and any person advancing money on mortgage shall not be under any obligation to inquire whether the money advanced is required to be raised or whether more is raised than is required for the purposes of this Act or whether the liability between themselves of the respective estates subject to the limitations of the wills of the first and second baronets is duly or at all secured, but so far as regards the validity of any mortgage all money secured thereby shall be deemed to have been required and to have been duly and properly raised and secured.

Trustees' receipts to be discharges.

35. 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, nor shall any of them be liable 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 or other of them respectively their respective costs charges and expenses in and about the execution of this Act.

Indemnities to trustees.

36. All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties in relation thereto as between solicitor and client shall be paid by the trustees out of any moneys raised by mortgage or otherwise coming to their hands under this Act, and the Chancery Division of the High Court of Justice may from time to time upon application by summons at Chambers by any person or persons interested make any order for ascertaining or taxing such costs charges or expenses and the costs of the application and also any order for the payment of such costs charges and expenses out of any moneys applicable for the purpose.

Expenses of Act.

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

General saving.

A.D. 1883.

to or out of or upon the settled estates or any part or parts thereof to which this Act relates as they or any of them had before the passing of this Act, or would could or might have had or enjoyed if this Act were not passed.

Exceptions from
general saving.

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

- (A) Sir Robert Peel the present baronet and Lady Emily Peel his wife
- (B) Robert Peel (the son of the present baronet) and the heirs male of his body
- (C) Any other sons of the present baronet and the heirs male of their respective bodies
- (D) Sir Frederick Peel
- (E) Any sons of Sir Frederick Peel and the heirs male of their respective bodies
- (F) John Floyd Peel
- (G) Any sons of John Floyd Peel and the heirs male of their respective bodies
- (H) Arthur Wellesley Peel
- (I) William Robert Wellesley Peel and the heirs male of his body
- (J) Arthur George Villiers Peel and the heirs male of his body
- (K) Sydney Cornwallis Peel and the heirs male of his body
- (L) Maurice Berkeley Peel and the heirs male of his body
- (M) Any other sons of Arthur Wellesley Peel and the heirs male of their respective bodies
- (N) Julia Countess Dowager of Jersey
- (O) Victor Albert George, Earl of Jersey
- (P) George Henry Robert Viscount Villiers and the heirs male of his body
- (Q) Any other sons of Victor Albert George, Earl of Jersey, and the heirs male of their respective bodies
- (R) Robert Frederick Villiers
- (S) Any sons of the said Robert Frederick Villiers and the heirs male of their respective bodies
- (T) Edward Reginald Clements Villiers
- (U) Any sons of the said Edward Reginald Clements Villiers and the heirs male of their respective bodies
- (V) Any other sons of Julia, Countess Dowager of Jersey, and the heirs male of their respective bodies
- (W) Francis Robert Baron Camoys and the heirs male of his body
- (X) Henry Julian Stonor and the heirs male of his body

- (Y) Edward Alexander Stonor and the heirs male of his body
- (Z) Any other sons of Eliza Stonor and the heirs male of their respective bodies
- (AA) Robert Peel (son of Robert Moore Peel) and the heirs male of his body
- (BB) William Herbert Gylby Peel and the heirs male of his body
- (CC) Lawrence Moore Peel and the heirs male of his body
- (DD) Reverend Frederick Peel and the heirs male of his body
- (EE) Francis Peel and the heirs male of his body
- (FF) All and every other the persons entitled under the will and codicils of the first baronet to any estate for life or in tail male or in tail or in fee or to any other estate right title or interest in the manor and hereditaments thereby settled in remainder or reversion expectant on the determination or in defeasance of the estate in tail male limited by the said will and codicils to the Reverend Frederick Peel
- (GG) All and every other the persons entitled under the will and codicils of the second baronet to any estate for life or in tail male or in tail or in fee or to any other estate right title or interest in the manor and hereditaments thereby settled in remainder or reversion expectant on the determination or in defeasance of the estate in tail male limited by the said will and codicils to the said Francis Robert Baron Camoys
- (HH) The said William James Farrer as retiring trustee of the settlement of the thirtieth day of August one thousand eight hundred and eighty-one.
- (II) The said Charles Lennox Peel, Henry George Calcraft, Arthur Wellesley Peel, and William Dawes Freshfield as trustees for the purposes of this Act and trustees or intended trustees of the wills of the first and second baronets and of the settlement of the thirtieth day of August one thousand eight hundred and eighty-one.

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

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

A.D. 1883.

THE FIRST SCHEDULE.

FIRST PART.

No. of Policy.	Name of Office as generally known.	Date of Policy.	Sum Assured.	Annual Premium.			Bonus Additions.		
				£	s.	d.	£	s.	d.
8,408	Guardian - -	25th May, 1846	2,600	58	18	8	646	17	7
2,824	Legal and General - -	"	2,600	58	12	2	1,434	0	0
8,677	Guardian - -	8th Jan. 1848 -	2,400	46	0	0	—	—	—
3,520	Legal and General - -	13th Dec. 1848	1,500	35	8	9	771	0	0
86,827	Eagle - -	13th July, 1854	5,000	135	16	8	1,715	16	11
5,109	English and Scottish Law - -	"	2,500	66	17	6	1,012	10	0
1,361A	Equity and Law - -	7th July, 1854 -	2,500	66	2	11	1,677	0	0
20,297	Globe (now Liverpool, and London, and Globe) - -	13th July 1854	5,000	132	18	4	1,202	10	0
1,775	London Assurance Series, 1831 - -	"	5,000	135	12	6	—	—	—
1,341	London Assurance Series, 1846 - -	"	5,000	135	12	6	567	12	0
4,625	National Mercantile (now Eagle) - -	"	5,000	79	12	8	—	—	—
28,533	Norwich Union - -	10th July 1854 -	2,500	65	6	3	407	17	5
3,343A	Palladium (now Eagle) - -	13th July 1854 -	2,500	71	7	1	1,164	12	8
29,065	Pelican - -	"	5,900	160	15	6	1,848	6	0
9,371	Rock - -	"	2,500	71	7	1	1,015	16	8
2,067	Royal - -	"	2,500	66	15	5	1,062	10	0
2,776	Victoria (now Standard) - -	"	5,000	133	6	8	1,189	12	0
2,173	Universal - -	7th Aug. 1857 -	5,000	141	0	10	2,334	16	0
1,827A	Equity and Law - -	"	2,500	70	16	8	1,452	0	0
1,153	London and Provincial Law - -	"	2,500	73	15	0	961	0	0
14,502A	Standard - -	"	2,000	58	6	8	552	0	0
10,932	Guardian - -	15th July, 1859	5,000	133	19	2	—	—	—
30,116	Pelican - -	19th July, 1859	3,000	83	7	6	—	—	—
1,422	London and Provincial Law - -	15th July, 1859	2,500	72	1	8	—	—	—
15,418H	Standard - -	"	2,000	53	15	0	—	—	—
12,487	Globe (now Liverpool and London, and Globe) - -	"	2,000	56	15	0	—	—	—
7,103	English and Scottish Law - -	"	1,500	43	7	6	—	—	—
			88,000	2,307	15	8	21,015	17	3

SECOND PART.

5,464	Legal and General - -	3rd May, 1858 -	6,000	177	5	0	2,300	0	0
5,465	" - -	" - -	5,000	147	14	2	1,433	0	0
5,466	" - -	" - -	5,000	147	14	2	1,433	0	0
16,723	Law Life - -	25th Aug. 1859	5,500	177	7	6	1,475	0	0
10,631	North British - -	29th Oct. 1860 -	2,500	69	7	6	—	—	—
6,612	Yorkshire - -	" - -	3,000	84	15	0	—	—	—
8,339	Imperial - -	" - -	3,000	85	5	0	—	—	—
14,825	Liverpool, and London (now Liverpool and London, and Globe) - -	" - -	3,000	81	15	0	—	—	—
90,861	Eagle - -	23rd Mar. 1861	21,000	667	12	6	5,165	5	0
90,984	" - -	15th May, 1861	11,000	349	14	2	2,705	14	0
97,267	" - -	12th Dec. 1874 -	23,000	1,329	4	2	2,271	5	0
98,438	" - -	8th. Jan. 1879 -	41,000	2,707	14	2	—	—	—
			129,000	6,025	8	4	16,783	4	0

THE SECOND SCHEDULE.

A.D. 1883.

List of Drainage and Land Improvement Rent Charges affecting the Settled Estates.

Charges under the General Land Drainage and Improvement Company's Act 1849.

Date of Absolute Order.	Annual Amount of Rent-Charge.		
	£	s.	d.
1 April 1869 for cottage improvements	158	1	8
27-January 1870 for drainage &c.	83	1	4
30 June 1870 for drainage &c.	130	0	0
14 May 1875 for drainage improvements	88	2	6
11 May 1876 for farm buildings, cottages, water supply, grubbing, and fencing	77	15	10
22 February 1877 for building improvements	60	10	4
30 May 1878 for additions to farm house	35	10	10
27 March 1879 for drainage	78	2	2
27 March 1879 for farm buildings &c.	67	10	0
19 June 1879 for farm house &c.	53	1	10
Total	£831	16	6

