



ANNO QUINTO & SEXTO

# VICTORIÆ REGINÆ.

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## Cap. 30.

An Act to enable the Trustees of the Will of the the Most Noble *Francis* late Duke of *Bridgewater* to raise Money for rebuilding *Bridgewater House*, and for repairing and improving the *Bridgewater Canal*; and for other Purposes.

[30th July 1842.]

**W**HEREAS the Most Noble *Francis* late Duke of *Bridgewater* deceased by his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and three, and executed and attested as was then by Law required for the Devise of Real Estate, (amongst other Things,) devised all that his Lordship of *Ellesmere* in the County of *Salop*, and all other his Manors, Messuages, Lands, Advowsons, Tenements, and Hereditaments situate in that County, and also all those his Messuage, Farm, Lands, and Hereditaments, with the Appurtenances, situate in *Marbury cum Quorsley* in the Hundred of *Nantwich* in the County of *Chester*, and then or then late in the Occupation of *John Nevitt*, and also the Messuages and other Hereditaments therein particularly mentioned, situate in *Marbury* aforesaid, and also all other his Messuages, Lands, Tenements, and Hereditaments whatsoever, situate at *Marbury* aforesaid, and also all that his Park

Will of the Duke of Bridgewater, 28th January 1803.

[Private.]

commonly

commonly called *Ashridge Park*, and his Manors, Messuages, Lands, Tenements, Advowsons, and Hereditaments situate in the Counties of *Hertford* and *Buckingham* or either of them, and also all his Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the Counties of *York* and *Durham* or either of them, to the Right Honourable *John William* late Earl of *Bridgewater* deceased (then Lieutenant General *John William Egerton*), his Heirs and Assigns for ever, upon Condition that he, his Heirs, Issue, and Assigns, should, within Six Calendar Months next after the Death of the said Testator, if then of Age, or otherwise within Six Calendar Months after they should be of the Age of Twenty-one Years, at the Costs and Charges of his residuary Personal Estate, do all such Acts and make and concur in all such Assurances as should be necessary or deemed advisable to convey and assure the Manors, Advowsons, Collieries, Messuages, Lands, Tenements, Hereditaments, and Premises situate at or in *Worksley* otherwise *Worsley*, *Hulton*, *Stanistreet*, *Bedford*, *Salford*, *Kersley*, *Farnworth*, *Eccles*, and *Dean*, or elsewhere in the County of *Lancaster*, comprised in certain Indentures of Lease and Release and Settlement, bearing Date respectively on or about the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, the Release being tripartite, and made between his late Father the Most Noble *Scroope* Duke of *Bridgewater* of the First Part, *Charles Gibson* Gentleman of the Second Part, and Sir *Paul Methuen* Knight of the Most Honourable Order of the Bath, and *William Lee* Doctor of Laws, of the Third Part, to and to the Use of his Trustees therein-after named, discharged of all his Estates Tail, Remainders, and Reversions then subsisting therein, and upon the same or the like Trusts as were therein-after declared of his Canal and Real Estates in *Lancashire*; and the said Testator by his said Will devised all that his Capital Mansion House situate at or in *Cleveland Court* in the Parish of *Saint James Westminster* in the County of *Middlesex*, and called sometimes *Cleveland* and sometimes *Bridgewater House*, with the Outhouses, Offices, and Appurtenances belonging thereto, and the Grounds used with the same, or purchased by the said Testator with a view to the Convenience thereof, and all the Furniture, and Service of Plate, and Collection of Pictures, Paintings, and Engravings, Library, and Collection of printed and manuscript Books, which should be in the same Mansion House at his Death, or then belong to the Collection, though removed for some occasional Purpose, to and to the Use of the Right Honourable Sir *Archibald Macdonald* Knight, Chief Baron of His Majesty's Court of Exchequer, the Right Reverend and Honourable *Edward Venables Vernon* Lord Bishop of *Carlisle* (now the Most Reverend Lord Archbishop of *York*), and *Robert Haldane Bradshaw*, then of *Berners Street* in the County of *Middlesex*, Esquire, their Heirs, Executors, Administrators, and Assigns, for all his the said Testator's Estates and Interests therein, nevertheless in Trust to permit and suffer the same to be held, occupied, and enjoyed by the Person or Persons who for the Time being and from Time to Time should be entitled to the Income of and ultimately to his Canal and Trust Estates therein-after mentioned, and for the same or the like Times and Estates, and with, under, and subject to the same or the like

Provisoës and Conditions, as he, she, and they respectively should for the Time being be entitled to the same, and in the same or the like Shares and Proportions as he, she, or they respectively should be so entitled; and the said Testator directed that the said Pictures, Paintings, Library, Books, Manuscripts, and Engravings should be kept as One entire Collection, and the same and the said Furniture and Plate should from Time to Time be considered as or in the Nature of Heirlooms, as far as the Rules of Law and Equity would permit, and be kept at or in the said Capital Mansion House, and not be removed out of the same on any Pretence whatsoever, except in case of Fire, or for some temporary Occasion, and then only while such Occasion should require; and the said Testator further directed, that on his Death an Inventory should be taken of the said Furniture, Plate, and the Weight thereof, Pictures, Paintings, Engravings, Library, Books, and Manuscripts, by or under the Direction of his Trustees, and that Two Parts of such Inventory should be made, and that one Part thereof should be signed by his said Trustees, and the other Part thereof be signed by the Person or Persons who for the Time being should under the Trusts of that his Will be entitled to the Possession of *Cleveland House* aforesaid, under the Trusts therein-before declared or referred to concerning the same, and that one Part of the same Inventory to be signed by the said Trustees should remain with and be preserved by the Trustee or Trustees for the Time being, and the other Part thereof remain with and be preserved for the Use of the Person or Persons for the Time being entitled to the Possession of *Cleveland House* aforesaid, under the Trusts therein-before declared or referred to concerning the same; and by the said Will it was provided, that all or any Parts of the Furniture which for the Time being and from Time to Time should be in or belonging to the said Capital Messuage should or might be exchanged by the Person or Persons for the Time being entitled to the Possession thereof, with the Consent of his Trustee or Trustees for the Time being, on substituting other Articles of Furniture of equal or greater Value, but without any Restriction that the same should be of the same or the like Quality or for the same or the like particular Use; and the said Testator gave, devised, and bequeathed all his Manors, Messuages, Farms, Lands, Tenements, Collieries, and Hereditaments, Freehold and Leasehold, situate in the Counties of *Lancaster* and *Chester* and each of them (except the Land and Hereditaments situate at or in *Marbury* in the said County of *Chester*, which were therein-before devised), and also his Canal in the same Counties, and the several Branches thereof either in or out of the same Counties, and all Grounds occupied therewith, or purchased for the Convenience of the same, and all Wharfs, Warehouses, Engines, Buildings, and Premises annexed or belonging to the same Canal, or used, or building, or to be built, for the Convenience thereof, together with divers Articles of Personalty (being the Capital, Trading Stock, and Floating Capital of his said Canal), subject nevertheless to the Payment of the Debts owing at the said Testator's Death on account of the same Concern, and which were to be paid out of the same Concern in exoneration of the Residue of the said Testator's Personal Estate, and also all his the said Testator's Manors, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being at, in, or near the  
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Borough Town of *Brackley* in the County of *Northampton*, with their Rights, Members, and Appurtenances, unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, for all the said Testator's Estate and Interests therein respectively, nevertheless upon Trust that the Trustee or Trustees thereof for the Time being should during the Term of One hundred and twenty Years, to commence and be computed from the said Testator's Death, and fully to be complete and ended, if the Most Noble *George Granville* late Duke of *Sutherland* (since deceased), by his then Description of *George Granville Leveson Gower Sutherland* Earl *Gower*, the Right Honourable *Francis Egerton* commonly called Lord *Francis Egerton* (by his then Name and Description of the Honourable *Francis Gower*, Second Son of the said Duke of *Sutherland*), the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and the several Children of the respective Marriages of the said Sir *Archibald Macdonald* and his then Wife and *Edward* Lord Archbishop of *York* and his then Wife who should be living at the said Testator's Death, and also the Persons who at the said Testator's Death should be Lords Spiritual and Temporal of the United Kingdom of *Great Britain* and *Ireland*, and have taken their Seats in the House of Lords of the said United Kingdom, or any or either of them the said *George Granville* late Duke of *Sutherland*, Lord *Francis Egerton*, Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and Children of the respective Marriages of the said Sir *Archibald Macdonald* and *Edward* Lord Archbishop of *York* and their then Wives, and Lords Spiritual and Temporal, should so long live, and also during the further Term of Twenty Years, to be computed from the End, Expiration, or other sooner Determination of the said Term of One hundred and twenty Years, determinable as aforesaid, permit and suffer the said last-mentioned Manors, Farms, Collieries, Canal, and the Capital and Trade thereof, and the Receipt of the Rents, Income, and Profits thereof, and the Time of felling Timber, Woods, and Coppices, and the Drainage of the said Testator's Trust Estates, to be under the sole Care, Direction, Management, and Control of the said *Robert Haldane Bradshaw* during his Life, or till he should think fit to resign his Appointment of Superintendent, and after his Death, or, which should first happen, his Resignation, then of such Person as he should appoint by any Writing under his Hand, either revocably or irrevocably, or by his Will, or by any Codicil thereto, to be his Successor, and in case he should appoint his Son *William Rigby Bradshaw* (which he the said Testator desired and recommended to him to do, still however leaving it entirely at his Option and Discretion,) to be his Successor, either immediately from and after his Death, or from and after any given Event or Age, or upon any other Contingency, as he the said *Robert Haldane Bradshaw* should think fit, then of such Person as he the said *Robert Haldane Bradshaw* should appoint to be the Successor of his Son, either on the Death or Resignation of the same Son, and also of such Person as the said *Robert Haldane Bradshaw* should appoint to act, either solely or from Time to Time, and successively, till the Time or Event at which the Office of the said Son should commence under the Appointment to be made by his said Father in that Behalf, and  
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after the Death or Resignation of the Person or Persons, if any, to be so appointed as aforesaid, or in case of any Neglect, Failure, or Omission in the said *Robert Haldane Bradshaw* to appoint such Successor, and also on the Death, Resignation, or Refusal to act of the Person who from Time to Time and for the Time being should be so appointed, then of such One Person as should from Time to Time be appointed by Writing under the Hand of his the said Testator's Trustee or Trustees for the Time being, with the Approbation of the Person or Persons who from Time to Time should be entitled to the Receipt of the yearly Profits and Income arising from the said Trust Estates, unless such Person or Persons should be under the Age of Twenty-one Years, and in that Case of the Guardian or Guardians, either Testamentary or in Socage, or by the Appointment of the High Court of Chancery, or by Nature, giving a Preference and exclusive Power of Interference to such Guardian or Guardians of the different Descriptions in the Order in which they are named in that his Will of the Person or Persons so being under the Age of Twenty-one Years, and entitled as aforesaid, on behalf of the same Person or Persons; and the said Testator directed that the said *Robert Haldane Bradshaw*, and the Person who for the Time being should be appointed by him, or by the Trustee or Trustees for the Time being, as his Successor, should be and be considered as and styled the Superintendent of the said Estates, Collieries, Canal, and Trade; and the said Testator further directed, that the Superintendent for the Time being should have full Authority (among other Things) to alter, amend, and repair, enlarge, or extend the said Canal, and to make any collateral Cuts or Branches thereto, and also to alter, amend, and repair the Wharfs, Warehouses, and Buildings, when and as he should in his Discretion think fit; and also to erect such new Warehouses, Cottages, and Buildings as he should deem requisite for more effectually carrying on the Business of the said Trade or Canal, or the Improvement of the Trust Estates; and also to give or lay out, or undertake and contract to give or lay out, any Sum not exceeding Ten thousand Pounds a Year, and not exceeding in the whole Fifty thousand Pounds, in any new Canal or Canals to communicate with his the said Testator's said Canal, either with or without stipulating to have any Share of the same Canal for the Benefit of the said Trust Estate, such Sums not exceeding Fifty thousand Pounds to be disbursed out of the Fund therein-after provided for that Purpose; and also to make such Applications to Parliament concerning his the said Testator's Canal, or any such other Canal as aforesaid, and any of the Rights or Powers annexed to the same, or any Infringement or attempted Infringement on his Canal, or any Regulations concerning the same, as he should deem expedient, and also to carry on the Works of any Mines or Collieries then already opened, or to discontinue the same, and also to open any new Mines or Collieries, and to work or discontinue the same as he in his Discretion should think fit; and also, out of the Rents and Profits of his Trust Estates, Canals, and Trade, to make such Improvements on all or any of his Trust Estates, by draining, floating, flooding, watering, or irrigating the same, and also by planting and marling, as he should think fit; and also to contract for and purchase any Farms, Lands, and Buildings adjoining to or near the said Canal, or the Wharfs and Warehouses and other Buildings thereto belonging,

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which he should consider as useful and beneficial to the said Trust Estate, or the Canal and Trade thereof, or necessary for the Extension of the same Canal, and to pay for the same out of the Fund therein-after appropriated for the Increase of the said Trade and for the Purchase of Lands; and also to exchange all or any of his said Trust Estates for the Time being, and as well those to be purchased and received in Exchange, as therein-before mentioned, as those devised by that his Will, for other Lands and Buildings which in his Opinion might lie convenient to the said Canal, or be deemed necessary for the Extension thereof, or proper for the Improvement of the Residue or any other Part of the said Trust Estates, without being answerable for any supposed or eventual Inequality of Value; and the said Testator declared it to be his Intention, and he directed that such Superintendent for the Time being, while such Superintendent, should have the House and Offices at *Worsley* aforesaid, and House at *Runcorn*, with the Gardens thereof respectively, and the Furniture therein, on his the said Testator's Death, free from any Rent or Taxes or Disbursements for Repairs, for the Residence of himself and Family, and such other Persons and Families as he should license to reside therein gratuitously, and without any Rent to be paid for the same by such Occupiers, and that such Furniture should be and be deemed Part of the said Trust Property, and held and enjoyed with the same as Part thereof; and the said Testator further directed, that all Improvements, except draining, marling, and planting, to be made from Time to Time, and not being of the Nature of annual and ordinary Repairs or Improvements, should be made by and out of and at the Expence of the Fund of Fifty thousand Pounds therein-after mentioned, and the Additions thereto; and that the Income or Share of Income belonging to any Person or Persons for the Time being entitled to the Income of the said Trust Estates, not being a Minor or Minors, should be payable and paid to him, her, or them on or at any Time after the First Day of *March* in every Year, and that the Income or Share of Income belonging to any Infant should, as to a competent Part thereof, not exceeding One thousand Pounds a Year, to be fixed on by the Guardian or Guardians of any such Infant, be paid to the same Guardian or Guardians, or any One or more of them, for the Maintenance, Education, and Support of the same Minor or Minors respectively, and the Surplus of the same Income, and the Savings (if any) of such annual Allowance, should be added to the Fund of Fifty thousand Pounds therein-after mentioned, in increase thereof, subject nevertheless to the Trusts, Limitations, and Dispositions therein-after contained concerning the same; and the said Testator (amongst other Things) by his said Will directed that the Sum of Fifty thousand Pounds, Part of the Personal Estate belonging to him at his Death, should, on the Twentieth Day of *December* next after his Death, be paid to such Superintendent for the Time being, clear of all Deductions for Duty or Tax on collateral Successions, and should be and be deemed a Fund in his Hands for the Purposes therein-before and therein-after mentioned; and the said Testator directed, that the same Sum of Fifty thousand Pounds, and also such Money as from Time to Time should be added thereto pursuant to the Directions of the said Will, and the Produce of the Stocks, Funds, and Securities in or upon which the same should from Time to Time

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be invested, should, at all Times when the same should not be wanted for the Purposes therein-before or therein-after mentioned, be improved, at Interest, in the Name of the said Superintendent for the Time being, either alone or jointly with such Person as he should appoint, upon the Public or Real Securities therein mentioned, and that Trusts should be declared thereof accordingly, and that such Securities should be deposited in the Hands of the Person or Persons in the same Will mentioned, and that the Interest, Income, and Dividends arising from such Stocks, Funds, or Securities should be added to or deemed Part of the Income arising from his said Trust Estates, and be applied accordingly, and that such Part of the said Sum of Fifty thousand Pounds, and the Additions thereto, as from Time to Time should remain unapplied to the Purposes therein-before or therein-after mentioned, should be deemed as or in the Nature of Real Estate, and finally applicable to such Purposes; and the said Testator also directed that the said last-mentioned Sum of Fifty thousand Pounds, and Additions thereto, and the Produce of the Stocks, Funds, and Securities in or upon which the same should or might be invested, should or might be applied in the Extension of the said Canal, or promoting and encouraging, under the Restrictions therein-before mentioned, Junctions with the same, or erecting or purchasing Wharfs, Warehouses, and Buildings for the Convenience of the same Canal or the Trade thereof, or purchasing any Lands or Tenements, Freehold or Copyhold, or held on long Lease or Leases, for Life or Lives, or for Years determinable on the Death of a Person or Persons, either for the Improvement of the said Canal or his said Trust Estates, or convenient or eligible to be added thereto or annexed to the same, and also for renewing any such Leasehold Estate or Estates, and that all such Buildings, Lands, Tenements, and Hereditaments should be conveyed to his said Trustee or Trustees for the Time being, to be held by him or them upon, under, and subject to the same or the like Trusts, and for the same or the like Ends, Intents, and Purposes, and under and subject to the same or the like Powers, Provisoos, Regulations, and Directions, as were in that his Will expressed and declared of and concerning his Trust Estate therein-before devised and bequeathed, or as near thereto as might be, and the Deaths of Parties and other Contingencies would admit; and further, that in case all or any Part of the said Sum of Fifty thousand Pounds should at any Time within Twenty Years after his Death be applied as aforesaid, pursuant to the Directions therein-before contained, then any Sum or Sums, not exceeding Four thousand Pounds in any One Year, should or might, at any Time within the same Term of Twenty Years, be deducted and retained by the Superintendent for the Time being in his Discretion, and if he should think fit, out of the Income of his said Trust Estates and the Canal and Trade thereof, and applied, as far as the same would extend, in replacing so much of the said Sum of Fifty thousand Pounds as should be applied as aforesaid, and so from Time to Time during the said Term of Twenty Years from his Death as often as all or any Part of the said Fund of Fifty thousand Pounds for the Time being should be applied in manner aforesaid, so as to keep as far as should be deemed necessary a permanent Fund of Fifty thousand Pounds for the Purposes therein-before declared of the said Sum of Fifty thousand

thousand Pounds; and in the said Will are contained divers other Regulations and Powers concerning the Management of the said Trust Estates and Property, and the Business of the said Canal and the Trade thereof; and the said Testator directed that the Income of his said Trust Estates, Canal, and Trade which should become due from Time to Time during the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, should belong to and be held in Trust for the Person or Persons therein and herein after mentioned, and for the respective Times therein and herein after expressed; (that is to say,) in Trust for the said *George Granville* late Duke of *Sutherland*, then Earl *Gower*, for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and after the Expiration or other sooner Determination of the said Term of Ninety-nine Years, determinable as aforesaid, then in Trust for the said Lord *Francis Egerton* for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and if he should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, subject nevertheless to determine when and if he should become Marquis of *Stafford*, or would have been Marquis of *Stafford* under the then present Limitation of that Dignity if then subsisting; and after the Determination of the Estate or Interest of the said Lord *Francis Egerton*, in Trust for the Second, Third, Fourth, Fifth, and Sixth, and all and every other subsequent born Son of the said Lord *Francis Egerton*, severally and successively according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in Trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of his Body, or who in case of the Death of his Parent, if such Death had taken place, would be the Heir Male of his Body under an Estate Tail limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and he should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, take and thenceforth continually use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, yet nevertheless so



that the Term or Estate of each such Son and Person respectively should cease in favour of the Person or Persons to be next entitled by way of Remainder when and if and as soon as he should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity if then subsisting, so that no Person, except the said *George Granville* late Duke of *Sutherland*, being Marquis of *Stafford*, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity if then subsisting, might, from and after the Time that such Person should become Marquis of *Stafford*, or in case of the Continuance of that Dignity would be Marquis of *Stafford*, should become or be entitled to all or any Part of the Income of the said Trust Estates, Canal, and Trade; and from and after the Determination of the respective Estates and Interests of the First and other subsequent born Sons of the said Lord *Francis Egerton*, and of the Person who for the Time being should be, or who in case of the Death of his Parent would be, the Heir Male of the Body of the same Sons respectively, then in Trust for the Third and every subsequent born Son of the said *George Granville* late Duke of *Sutherland*, severally and successively according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in Trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of such Son respectively, or who would in case of the Death of his Parent, if such Death had taken place, be the Heir Male of his Body under an Estate Tail limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and he should within Three Calendar Months after he should become entitled to the Receipt of the said Income take and thenceforth continually use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, yet nevertheless so that the Term or Estate of each such Son and Sons respectively should determine in favour of the Person or Persons to be next entitled by way of Remainder when and if and as soon as the same Son or Person should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity, if then subsisting, so that no Person being Marquis of *Stafford*, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity, if then subsisting, might, from and after the Time that such Person should become, or in case of the Continuance of that Dignity would be

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Marquis of *Stafford*, should become or continue to be entitled to all or any Part of the Income of the said Trust Estates, Canal, and Trade; and from and after the Determination of the respective Estates and Interests of the Third and other subsequent born Sons of the said *George Granville* late Duke of *Sutherland*, and of the Person who for the Time being should be, or who in case of the Death of his Parent would be, the Heir Male of the Body of the same Sons respectively, then in Trust for the First, Second, Third, Fourth, Fifth, and all and every Son and Sons of the said Sir *Archibald Macdonald* and *Louisa* his then Wife, born and to be born, severally and successively in Remainder one after another, according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in Trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the same Son, or who in case of the Death of his Parent, if such Death had taken place, would be Heir Male of his Body under an Estate Tail limited to him and the Heirs Male of his Body, to hold the same to the same Son or Person respectively for the Time being entitled as aforesaid for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and the Person who for the Time being should be entitled to the said Income of the said Trust Estates, Canal, and Trade should within Three Calendar Months after he should become entitled to the Receipt of the said Income, and henceforth continually, use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or who in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or who in case of the Death of the Parent, if such Death had taken place, would answer the Description of Heir Male of his Body; and from and after the Determination of the Estate or Interest of each of the same Sons respectively, and of the Person who for the Time being should answer, or who in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, in Trust for the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth, and all and every other Son and Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife (since deceased), born and to be born, severally and successively in Remainder one after the other according to the Priority of their Births, and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person or Persons taking from Time to Time under or as answering the Description of Heir Male of his Body, in Trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the same Son, or who in

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case of the Death of his Parent, if such Death had taken place, would be Heir Male of his Body under an Estate Tail limited to him and the Heirs Male of his Body, to hold the same to the same Son or Person respectively for the Time being entitled as aforesaid for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and the Person who for the Time being should be entitled to the said Income of the said Trust Estates, Canal, and Trade should, within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons, and the Person who for the Time being should answer, or who in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should answer, or who in case of the Death of his Parent, if such Death had taken place, would answer the Description of Heir Male of his Body; and from and after the Determination of the Estate and Interest of each of the same Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife, and of the Persons who from Time to Time should answer the Description of Heirs Male of their Bodies, or who in case of the Death of their Parents, if such Death had taken place, would answer the Description of Heirs Male of their Bodies, then in Trust for the Most Noble *George Granville* now Duke and Earl of *Sutherland*, then the Honourable *George Granville Leveson Gower Sutherland*, and then commonly called Lord *Strathnaver*, the eldest Son of the said *George Granville* late Duke of *Sutherland*, for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and after the Determination of the Estate or Interest of the said *George Granville* now Duke and Earl of *Sutherland*, in Trust for the First, Second, Third, Fourth, Fifth, Sixth, and all and every other subsequent born Sons of the said *George Granville* now Duke and Earl of *Sutherland* severally and successively according to the Priority of their Births; and after the Determination of the Estate and Interest of each of the same Sons respectively, and also, as the Circumstances of the Case should require, after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in Trust for the Person or Persons who for the Time and from Time to Time should answer the Description of Heir Male of his Body, or who would be the Heir Male of his Body under an Estate limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for the Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, every elder of the same Sons, and the Person who for the Time being should answer the Description of Heir Male of his Body, to be preferred before every younger of the same Sons, and the Person who for the Time being should  
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answer the Description of Heir Male of his Body; and from and after the Determination of the respective Estates and Interests of the First and other Sons of the said *George Granville* now Duke and Earl of *Sutherland*, and of the Person who for the Time being should be the Heir Male of the Body of the same Sons respectively, in Trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the said *George Granville* late Duke of *Sutherland*, or who would be the Heir Male of his Body under an Estate limited to the said *George Granville* late Duke of *Sutherland* and the Heirs Male of his Body by his the said Testator's Will, to hold to the same Person severally and successively for the Term of Ninety-nine Years if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and from and after the Determination of the respective Estates and Interests of the Persons who for the Time being should so answer the Description of Heir Male of the Body of the said *George Granville* late Duke of *Sutherland*, then in Trust for the Person who for the Time being and from Time to Time should answer the Description of Heir of the said *George Granville*, late Duke of *Sutherland*, or who would be his Heir under an Estate limited to him and his Heirs by his the said Testator's Will, to hold to the same Person severally and successively for the Term of Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty-years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and the said Testator also directed that each of the said Terms of Ninety-nine Years, determinable as aforesaid, should commence and be computed from the Time when the Person respectively to whom the same Term was limited should become entitled to the Income of all or any Part of the same Trust Estates, Canal, and Trade respectively, under the Limitations or Trusts therein-before contained; and further, that in case the Limitations or Trusts therein-before contained to or in favour of Persons unborn could not take effect precisely in the Order in which they were directed to take place, and there should consequently be any Suspension of the beneficial Ownership, by reason that the Persons entitled to take under the same Limitations or Trusts should not be born, then and in that Case the Income of his the said Testator's Trust Estates, Canal, and Trade should during such Suspension of Ownership belong to and be enjoyed by the Person or Persons for the Time being entitled, or who, in case there had not been such Suspension of Ownership, would for the Time being and from Time to Time have been entitled to the next Estate in Remainder, subject nevertheless to the Right of any Person or Persons to be afterwards born, and who would have been entitled under any prior Limitation or Trust to have, receive, and take the Income of his the said Testator's said Trust Estates, Canal, and Trade, from the Time of his or their actual Birth or respective Births, yet nevertheless without Prejudice to the Trusts therein-before contained for Accumulation of Part of the same Income during the Minority of the same Person or Persons, any thing in his the said Testator's Will contained to the contrary in anywise notwithstanding; and the said Testator directed that from and after the Expiration, or,

which should first happen, other sooner Determination of the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, all the said Trust Estates and Trust Property should be settled, conveyed, and assured by his then Trustee or Trustees thereof to such Person or Persons as would at that Time be entitled to the same, either by Purchase or by Descent, for the first or immediate Estate or Estates for Life, in Tail, or in Fee, in the same Trust Estates, if the same Trust Estates had been by that his Will limited, devised, settled, or assured in Manner or to the Effect following; (that is to say,) to the Use of the said *George Granville* late Duke of *Sutherland*, and his Assigns for his Life; with Remainder to the said Lord *Francis Egerton* for his Life; with Remainder to his First, Second, and other subsequent born Sons successively, according to the Priority of their Births, in Tail Male; with Remainder to the Third and every subsequent born Son of the said *George Granville* late Duke of *Sutherland*, successively according to the Priority of their Births, in Tail Male; with a Proviso for the Cesser of the Estate of each of them, the said Lord *Francis Egerton*, and his First, Second, and other Sons, and the Heirs Male of their Bodies, and the Third and other subsequent born Sons of the said *George Granville* late Duke of *Sutherland*, and the Heirs Male of their respective Bodies, who for the Time being and from Time to Time should become Marquis of *Stafford*, or who would be entitled to succeed to that Dignity if then subsisting, or who should refuse to take the Surname and bear the Arms of *Egerton* within Three Calendar Months after he or they respectively should become Tenant for Life or Tenant in Tail in Possession, as if such Son, being Tenant for Life, was actually dead, or such Sons or Heirs Male, being Tenants in Tail, were dead without Issue Male inheritable to their Estates Tail, and for the Acceleration of the Estates next in Remainder according to their Priority; with Remainder to the First and other Sons of the said Sir *Archibald Macdonald* and *Louisa* his Wife, born and to be born, successively according to the Priority of their Births, in Tail Male, with a like Proviso of Cesser and Acceleration of the Remainders; with Remainder to the First and other Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife, successively according to the Priority of their Births, in Tail Male, with the like Proviso of Cesser and Acceleration; with Remainder to the said *George Granville* now Duke and Earl of *Sutherland* for his Life; with Remainder to his First and other Sons, successively according to the Priority of their Births in Tail Male; with Remainder to the said *George Granville* late Duke of *Sutherland* in Tail Male; with Remainder to him in Tail; with Remainder to him in Fee; and the said Testator further directed, that the Person or Persons to whom such Conveyances should be made should have such Estate in the said Trust Estate as he or they would at that Time be entitled to take under the said Limitations if the same Limitations had been actually made by his said Will, and with the same or the like Remainders over, Provisoes, and Conditions as if the said Trust Estates had been devised by the said Testator's said Will in manner aforesaid, or as near thereto as might be, and the Circumstances of the Case and the Rules of Law and Equity would permit, yet nevertheless the said Testator directed and declared that no such Person should have or be entitled to a

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vested Estate, or any other than a contingent Interest, till the Expiration, or, which should first happen, the sooner Determination of the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, and that such Limitations were introduced into his said Will only for the Purpose of ascertaining the Objects to whom such Conveyances should be made, and not for the Purpose of making any immediate Devise or Gift, or raising any immediate or present Estate by way of Trust or otherwise for them; on the contrary thereof, the said Testator directed, that during the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, no Person or Persons should be entitled at Law or in Equity to any beneficial Estate of and in his said Trust Estates or the Income thereof, by way of vested Interest, for any longer Period than Ninety-nine Years, determinable as therein-before was mentioned, it being his Intention, as far as the Rules of Law and Equity would permit, by the Means adopted in his said Will, to suspend the Right to the Inheritance of his said Trust Estates for the Purpose of keeping his said Canal and the Trade thereof, together with the Estates annexed thereto, as One joint Fund, under such Control, Superintendence, and Management thereof as aforesaid, to the Intent that the Public might reap from the same those Advantages which he hoped and trusted the Plan adopted in his said Will was calculated to produce for their Benefit; and the said Testator declared, that all Manors, Messuages, Lands, Tenements, and Hereditaments situate in the Counties of *Lancaster* and *Chester*, or either of them, which were in his own Occupation or in the Occupation of any other Person or Persons as Tenant to him, were and were intended to be comprised in the Devise made by him to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, in Trust as aforesaid, so that all Persons claiming any Benefit under his Will might be bound to confirm his Will and the several Provisions thereof, as far as related to the same Messuages, Lands, Tenements, and Hereditaments respectively; and in the said Will there is contained the usual Provision for the Change and Appointment of new Trustees so as to supply Vacancies in their Number: And whereas the said *Francis* Duke of *Bridgewater* made and published a Codicil to his said Will of the same Date, and thereby, notwithstanding the Devise in his said Will of his Manors, Messuages, Lands, Tenements, Advowsons, and Hereditaments situate in the Counties of *Hertford* and *Buckingham*, or either of them, and by way of Exception out of the same, and notwithstanding any other Devise in his Will, he gave and devised all his Messuages, Lands, Tenements, and Hereditaments situated at, in, or called *Woolmers* in the said County of *Hertford*, with their Rights, Members, and Appurtenances, to and to the Use of his Nephew the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns for ever; and the said Testator, after noticing that it might happen that divers Manors, Messuages, Lands, Tenements, and Hereditaments might be thereafter purchased by him, and that it was his Intention to republish his Will from Time to Time as Circumstances should require, to the Intent that the same Manors, Messuages, Lands, Tenements, and Hereditaments might pass under such Words contained in his said Will as should be applicable to the same Manors, Messuages,

Codicil,  
same Date  
as Will.

Messuages, Lands, Tenements, and Hereditaments respectively, but, to avoid as far as might be any Omission on his Part to republish his Will, he the said Testator did direct, that no Person or Persons, being his Heir or Heirs at Law, at or at any Time after his Death, should be entitled to any Benefit under the Trusts or Provisions of his said Will, or of any Codicil or Codicils added or to be added to the same, unless such Person or Persons should, when thereunto required, and at the Costs and Charges of the Trust Estates, or of the Person or Persons making such Request, convey all such Manors, Messuages, Lands, Tenements, and Hereditaments as should thereafter be purchased by him the said Testator, and vest in such Person or Persons by Descent, so and in such Manner that the same Manors, Messuages, Lands, Tenements, and Hereditaments might vest in such Person or Persons respectively as if the same had been included in and devised by his said Will, and that in default thereof the Person or Persons who should be disappointed by the Refusal of his Heir or Heirs at Law to make such Conveyance as aforesaid of any Manors, Messuages, Lands, and Hereditaments to be thereafter purchased by him the said Testator, and vested in his Heir or Heirs at Law by Descent, should be compensated, as far as the Circumstances of the Case would admit, out of the Devises or Provisions made or to be made, either by his said Will or any Codicil or Codicils thereto, for the same Person or Persons respectively refusing as aforesaid, and as near as might be according to the Rules of Equity applied in the like Cases under the Doctrine of Election, and that in all other respects the Provisions made by his said Will for the Person or Persons so refusing should go and be applied in the same or the like Manner as if the Person or Persons so refusing had departed this Life in his the said Testator's Lifetime; and the said Testator did confirm his said Will in all other respects: And whereas the said Testator departed this Life on or about the Eighth Day of *March* One thousand eight hundred and three, without having revoked or altered his said Will, except so far as the same was revoked or altered by the said Codicil and by Two other Codicils thereunto, neither of which Codicils in anywise affected any of the herein-before recited Devises and Bequests, Trusts and Powers, and soon after the Decease of the said Testator his said Will and Codicils were duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by an Indenture bearing Date the Thirty-first Day of *August* One thousand eight hundred and three, grounded on a Lease for a Year, and made or expressed to be made between the Right Honourable *Charles Long* of the First Part, the said *John William Earl of Bridgewater* of the Second Part, and the said *Sir Archibald Macdonald*, the said *Edward* Lord Archbishop of *York* (then Bishop of *Carlisle*), and the said *Robert Haldane Bradshaw*, of the Third Part, in order to comply with and discharge the said Condition annexed to the said Devise to the said *John William Earl of Bridgewater* as aforesaid, and to convey and assure all the Manors, Advowsons, Collieries, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in the said Indentures of Lease and Release or Settlement of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, with their Appurtenances, unto and to the Use of the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their

Conveyance from the Earl of Bridgewater to the Duke's Trustees, 31st August 1803.

Deed Poll,  
27th May  
1826.

Conveyance  
of the Trust  
Estates,  
29th and  
30th May  
1826.

their Heirs and Assigns, in pursuance of the said Will, and for a nominal Consideration, the said *Charles Long*, by the express Direction and Appointment of the said *John William* Earl of *Bridgewater*, (testified as therein mentioned,) did grant, bargain, sell, and release, and the said *John William* Earl of *Bridgewater* did grant, bargain, sell, release, and confirm, unto the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, and to their Heirs and Assigns, all the said Hereditaments comprised in the said Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, with their Appurtenances, to hold the same unto and to the Use of the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, nevertheless upon the Trusts declared by the said *Francis* Duke of *Bridgewater* in and by his said Will of his Canal and Real Estates in *Lancashire*, thereby devised unto and to the Use of his said Trustees, the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, and referred to by the said Duke in the Devise contained in his said Will to the said Earl of *Bridgewater*, his Heirs or Assigns, upon Condition as aforesaid: And whereas the said *Sir Archibald Macdonald* departed this Life on or about the Eighteenth Day of *May* One thousand eight hundred and twenty-six: And whereas by a Deed Poll or Instrument under the Hand and Seal of the said *George Granville* late Duke of *Sutherland*, then Marquis of the County of *Stafford*, bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and twenty-six, the said *George Granville* late Duke of *Sutherland*, in pursuance of the Direction in that Behalf contained in the said Will of the said *Francis* Duke of *Bridgewater*, and by virtue and in exercise and execution of the Power or Authority in him the said *George Granville* late Duke of *Sutherland* for that Purpose vested, by virtue of or under the same Will and the said First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and by virtue and in exercise and execution of every or any other Power or Authority in anywise enabling him in that Behalf, did nominate and appoint the Right Honourable *William* Earl of *Devon* (by his then Name and Description of *William Courtenay* of *Duk Street* in the City of *Westminster*, Esquire,) to be a Trustee under the said Will of the said *Francis* Duke of *Bridgewater*, the said First Codicil to the same Will, and the same Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, in the Room and Stead of the said *Sir Archibald Macdonald*: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the Twenty-ninth and Thirtieth Days of *May* One thousand eight hundred and twenty-six, the Release and Assignment being made or expressed to be made between the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* of the First Part, the said *William* Earl of *Devon* (then *William Courtenay*) of the Second Part, and *James Loch*, then of *Bloomsbury Square* in the County of *Middlesex*, and now of *Albemarle Street* in the same County, Esquire, of the Third Part, all such and so many and such Part and Parts of the Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments,



ments, Canal, and other the Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in Trust as aforesaid, as were or was Freehold or of the Nature of Real Estate, with their Rights, Members, and Appurtenances, (except the said Messuages, Lands, Tenements, and Hereditaments at, in, or called *Woolmers* in the said County of *Hertford*, with their Rights, Members, and Appurtenances,) and also all the said Manors, Hereditaments, and Premises comprised in and expressed to be granted and released by the hereinbefore in part recited Indenture of Release of the Thirty-first Day of *August* One thousand eight hundred and three, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* unto the said *James Loch* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, their Heirs and Assigns, for all the Estate and Interest therein respectively of the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* as such surviving Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined and capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer indorsed on the said Indenture of Release and Assignment, and bearing Date the said Thirtieth Day of *May* One thousand eight hundred and twenty-six, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw* respectively, in Trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw*, as such surviving Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, their Executors, Administrators, and Assigns, thenceforth for and during all the Residue and Remainder then to come and unexpired therein respectively of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* immediately before the Execution of the said Indenture of Release and Assignment now in recital; nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined or capable of taking effect; and by virtue of the said Indentures of Release and Assignment of the Thirtieth of *May* One thousand eight hundred and twenty-six, and of Assignment of the same Date, or one of them, all the Furniture and Service of Plate, and Collection of Pictures, Paintings, and Engravings, Library and Collection of

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printed and Manuscript Books, by the said Will of the said *Francis Duke of Bridgewater* bequeathed to the said Sir *Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, their Executors, Administrators, and Assigns, in Trust as aforesaid, and which had not been exchanged under the aforesaid Power in that Behalf contained in the said Will, and all such Articles of Furniture (if any) as had been substituted under the aforesaid Provision in that Behalf, and had not been subsequently exchanged, and also all such Part or Parts (if any) of the said Canal as was or were of the Nature of Personal Estate, and also all that the Stock of Timber and Coals and other Articles of Merchandize which constituted the Trading Stock of the Canal in the said Will and therein-before mentioned, and the Vessels, Barges, Boats, Horses, Mules, and other Stock of Cattle, and Implements, which belonged to the same Canal or to the Trade thereof, and also the Cash in the Hands of the Receivers, Cashiers, and Agents on account of the said Canal and the Trade thereof, and also the Money due and owing to the same Concern, either for Freight, Tonnage, Timber, Coals, or other Articles of Merchandize which constituted the Floating Capital of the same Trade and Canal, and fell within the Receipt of the Agents thereof, and all other the Personal Estate whatsoever, not therein-before mentioned to be thereby assigned, which was then vested in them the said *Edward Lord Archbishop of York* and *Robert Haldane Bradshaw*, as such surviving Trustees as aforesaid, were assigned and transferred to the said *Edward Lord Archbishop of York*, *Robert Haldane Bradshaw*, and *William Earl of Devon* (then *William Courtenay*), their Executors, Administrators, and Assigns, nevertheless upon the Trusts upon which the same respectively were or ought to be held under or by virtue of the said Will of the said *Francis Duke of Bridgewater*: And whereas the said *George Granville* late Duke of *Sutherland* departed this Life on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-three, and thereupon the said Lord *Francis Egerton* (then Lord *Francis Leveson Gower*) became entitled under the Trusts declared by the said Will of the said *Francis Duke of Bridgewater* to the Income of the said devised Estates and Property, and he did, in compliance with the Direction in that Behalf contained in the same Will, within Three Calendar Months after the Death of his said Father, assume and he hath since borne and used the Name and Arms of *Egerton* only: And whereas by a Deed Poll or Instrument under the Hands and Seals of the said *Robert Haldane Bradshaw* and *James Sothern* Gentleman, bearing Date on or about the Third Day of *February* One thousand eight hundred and thirty-four, after reciting that the said *Robert Haldane Bradshaw*, by virtue and in exercise of the Powers and Authorities given to and vested in him in and by the said Will of the said *Francis Duke of Bridgewater*, had some Time ago irrevocably appointed the said *James Sothern* as his Successor after his Death in the Situation and Office of Superintendent of the Trust Estates, Manors, Farms, Collieries, Canal, and Trade then late of the said Duke of *Bridgewater*, and in the said Will mentioned, and thereby given and devised, with all and every the Powers and Authorities in the said Will contained, and thereby given to the Superintendent, and with a Salary of One thousand five hundred Pounds a Year, and that the said *Robert Haldane Bradshaw*, by

Deed Poll,  
3d February  
1834.

reason of advanced Age, was desirous of withdrawing himself immediately from the Duties of a Trustee under the said Will of the said *Francis Duke of Bridgewater*, and of resigning his Situation of Superintendent of the same Trust Estates, and of appointing the said *James Sothern* irrevocably as his immediate Successor in that Situation, the said *Robert Haldane Bradshaw*, in order to effect the Intention and Desire herein-before expressed, and without Prejudice to the Appointment of the said *James Sothern*, made as aforesaid, so far as the Appointment thereby made was consistent with the Appointment made by the said Deed Poll now in recital, and in order to enable the said *James Sothern* forthwith to commence and take upon himself the Office of Superintendent of the said Trust Estate, Effects, and Premises therein-before mentioned, and in order that the same Trust Estate, Effects, and Premises might be forthwith so conveyed and assigned as to be immediately vested in him jointly with the other remaining Trustees, did thereby resign his said Office or Situation of Superintendent, and in exercise and execution of the Power and Authority, Powers and Authorities, in or to him the said *Robert Haldane Bradshaw* vested or given by virtue of or under the same Will and the said First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and by virtue and in exercise and execution of every or any other Power or Authority in anywise enabling him in that Behalf, did irrevocably nominate and appoint the said *James Sothern* to be immediately, and from the Execution of the said Deed Poll now in recital, the Superintendent of all the Trust Estates, Collieries, Canal, and Trade under and by virtue of the said Will of the said *Francis Duke of Bridgewater* and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, and any other Deeds or Assurances, and with all such Powers and Authorities, Rights and Privileges, as he the said *Robert Haldane Bradshaw* then had or could or might have had as such Superintendent if the said Deed Poll now in recital had not been made: And whereas by Indentures of Lease and Release and Assignment bearing Date respectively the Fourth and Fifth Days of *February* One thousand eight hundred and thirty-four, the Release and Assignment being made or expressed to be made between the said *Edward Lord Archbishop of York*, *Robert Haldane Bradshaw*, and *William Earl of Devon* (then *William Courtenay*) of the First Part, the said *James Sothern* of the Second Part, and *Edward Chester Gentleman* of the Third Part, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other Premises in and by the said Will of the said *Francis Duke of Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in Trust as aforesaid, as were or was Freehold or of the Nature of Freehold Estate, with their Rights, Members, and Appurtenances, and also all the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-before in part recited Indenture of the Thirty-first Day of *August* One thousand

Conveyance  
of the Trust  
Estates,  
4th and 5th  
Feb. 1834.

sand eight hundred and three, and also all such other Manors, Messuages, Lands, Tenements, and other Freehold Hereditaments as were then vested in the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, under or by virtue of the Trusts, Powers, Provisoos, Declarations, and Conditions contained in the said Will, upon the Trusts therein contained and hereinbefore mentioned, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* unto the said *Edward Chester* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Heirs and Assigns, for all the Estate and Interest therein respectively of them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined or capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer annexed thereto, and bearing Date the said Fifth Day of *February* One thousand eight hundred and thirty-four, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in Trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Executors, Administrators, and Assigns, for all the Residue then to come therein respectively of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined and capable of taking effect; and by virtue also of the same Indentures of Release and Assignment of the Fifth Day of *February* One thousand eight hundred and thirty-four, and of Assignment of the same Date, or One of them, all the Furniture and Service of Plate, and Collection of Pictures, Paintings, and Engravings, Library and Collection of printed and Manuscript Books, by the said Will of the said *Francis* Duke of *Bridgewater* bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Executors, Administrators, and Assigns, in Trust as aforesaid, and which had not been exchanged under the aforesaid Power in that Behalf contained in the said Will, and also all such

Articles

Articles of Furniture (if any) as had been substituted under the afore-said Provision in that Behalf, and had not been subsequently exchanged, and also all such Part or Parts (if any) of the said Canal as was or were of the Nature of Personal Estate, and also all that the Stock of Timber and Coals and other Articles of Merchandize which constituted the Trading Stock of the Canal, in the said Will and herein-before mentioned, and the Vessels, Barges, Boats, Horses, Mules, and other Stock of Cattle and Implements which belonged to the same Canal or to the Trade thereof, and also the Cash in the Hands of Receivers, Cashiers, and Agents on account of the said Canal and the Trade thereof, and also the Money due and owing to the same Concern, either for Freight, Tonnage, Timber, Coals, or other Articles of Merchandize, and which constituted the Floating Capital of the same Trade and Canal, and fell within the Receipt of the Agents thereof, and all other the Personal Estate whatsoever and wheresoever, not therein-before mentioned to be thereby assigned, which was then vested in them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as afore-said, were assigned and transferred to the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Executors, Administrators, and Assigns, nevertheless upon the Trusts upon which the same respectively were or ought to be held under or by virtue of the said Will of the said *Francis* Duke of *Bridgewater*: And whereas by a Deed Poll under the Hand and Seal of the said *James Sothern*, bearing Date the First Day of *March* One thousand eight hundred and thirty-seven, after reciting that the said *James Sothern* was desirous of resigning his said Office of Superintendent of the said Trust Estates, Collieries, Canal, and Trade, the said *James Sothern* did thereby absolutely and from the Time of the Execution of that Writing resign his said Office of Superintendent of all the said Trust Estates, Collieries, Canal, and Trade under or by means of the said Will of the said *Francis* Duke of *Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, and any other Deed or Assurance, and all such Powers and Authorities, Rights and Privileges, as he the said *James Sothern* then had, or if the said Deed Poll now in recital had not been executed could or might have had as such Superintendent: And whereas by an Indenture bearing Date the First Day of *March* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Edward* Lord Archbishop of *York* and *William* Earl of *Devon* of the First Part, the said Lord *Francis Egerton* of the Second Part, and the said *James Loch* of the Third Part, the said *Edward* Lord Archbishop of *York* and *William* Earl of *Devon*, in pursuance of the Direction in that Behalf contained in the said Will of the said *Francis* Duke of *Bridgewater*, and by virtue and in exercise and execution of the Power and Authority or Powers and Authorities in them the said *Edward* Lord Archbishop of *York* and *William* Earl of *Devon* for that Purpose vested by virtue of the same Will, and the First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and of every or any other Power and Authority in anywise enabling them in that Behalf, and by and with the Con-

Deed Poll,  
1st March  
1837.

Indenture,  
1st March  
1837.

[Private.]

Indentures of  
Lease and  
Release and  
Assignment,  
1st and 2d  
March 1837.

sent and Approbation of the said Lord *Francis Egerton*, testified as therein mentioned, and upon the Acceptance of the said *James Loch*, testified as therein mentioned, did nominate and appoint the said *James Loch* to be, immediately and from the Execution of the said Indenture now in recital, in the Room and Stead of the said *James Sothern*, the Superintendent of the said Trust Estates, Collieries, Canal, and Trade, under or by means of the said Will of the said *Francis Duke of Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, respectively, and any other Deed or Assurance, and with all such Powers and Authorities, Rights and Privileges, as the said *James Sothern* had immediately before he resigned his said Office, or could or might have had as such Superintendent if he had not resigned his said Office: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the First and Second Days of *March* One thousand eight hundred and thirty-seven, the Release and Assignment being made or expressed to be made between the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Sothern* of the First Part, the said *James Loch* of the Second Part, and *Edward Gatty* Gentleman of the Third Part, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis Duke of Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in Trust as aforesaid, as were or was Freehold or of the Nature of Freehold Estate, with their Rights, Members, and Appurtenances, and also all the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-before in part recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all such other Manors, Messuages, Lands, Tenements, and other Freehold Hereditaments as were then vested in the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Sothern*, under or by virtue of the said Will, or the said First Codicil to the same Will, or the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or otherwise, upon the Trusts in the same Will and therein-before mentioned or referred to, or such of them as were subsisting, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Sothern* unto the said *Edward Gatty* and his Heirs, to the Use of the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, their Heirs and Assigns, for all the Estate and Interest therein respectively of them the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Sothern*, as such Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis Duke of Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined or capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of

Assignment and Transfer indorsed thereon, and bearing Date the said Second Day of *March* One thousand eight hundred and thirty-seven, all such and so many and such Part and Parts of the said Capital Mansion House, Manor, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in Trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, thenceforth for all the Residue then yet to come therein respectively of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined and capable of taking effect; and by virtue also of the said Indenture of Release and Assignment of the Second Day of *March* One thousand eight hundred and thirty-seven, and of the said Indenture of Assignment of the same Date, or One of them, all the Furniture and Service of Plate, and Collection of Pictures, Paintings, and Engravings, Library and Collection of printed and Manuscript Books, by the said Will of the said *Francis* Duke of *Bridgewater* bequeathed to the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Executors, Administrators, and Assigns, in Trust as aforesaid, and which had not been exchanged under the aforesaid Power in that Behalf contained in the said Will, and also all such Articles of Furniture (if any) as had been substituted under the aforesaid Provision in that Behalf, and had not been subsequently exchanged, and also all such Part or Parts (if any) of the said Canal as was or were of the Nature of Personal Estate, and also all that the Stock of Timber and Coals and other Articles of Merchandize which constituted the Trading Stock of the Canal, in the said Will and herein-before mentioned, and the Vessels, Cargoes, Barges, Boats, Horses, Mules, and other Stock of Cattle and Implements which belong to the same Canal or to the Trade thereof, and also all the Cash in the Hands of the Receivers, Cashiers, and Agents on account of the said Canal and the Trade thereof, and also all the Money due and owing to the same Concern, either for Freight, Tonnage, Timber, Coals, or other Articles of Merchandize, and which constituted the Floating Capital of the same Trade and Canal, and fell within the Receipt of the Agents thereof, and all other the Personal Estate whatsoever and wheresoever not therein-before mentioned to be thereby assigned, which was then vested in them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, were respectively assigned and transferred

Conveyance  
by Lord  
Francis Egerton to the  
Trustees of  
the Ground  
attached to  
Bridgewater  
House, 26th  
March 1842.

ferred to the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, nevertheless upon the Trusts upon which the same respectively were or ought to be held under or by virtue of the said Will of the said *Francis* Duke of *Bridgewater*: And whereas by an Indenture bearing Date the Twenty-sixth Day of *March* now last past, and made or expressed to be made between the said Lord *Francis Egerton* of the one Part, and the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, of the other Part, after reciting (amongst other Things) that by an Indenture of Lease bearing Date the First Day of *May* One thousand seven hundred and sixty-four, and made or expressed to be made between the Right Honourable *John* Viscount *Spencer* (since deceased) of the one Part, and the said *Francis* Duke of *Bridgewater* of the other Part, all that Piece or Parcel of Ground situate, lying, and being at the West End of a certain Place called *Catherine Wheel Yard* in the Parish of *Saint James Westminster*, abutting North on Ground then belonging to the said *John* Viscount *Spencer*, West on a Passage or Coachway leading from *Catherine Wheel Yard* aforesaid toward *Cleveland Row*, and South and East on Ground then belonging to the said *Francis* Duke of *Bridgewater*, and containing from East to West on the North Side thereof Twenty-six Feet (more or less), and in front from North to South on the West Side thereof Fifty Feet (more or less), and from West to East on the South Side thereof Thirty-seven Feet Four Inches (more or less), and from thence to a Break towards the North Thirty-one Feet (more or less), and from thence to another Break towards the East Sixteen Feet Seven Inches (more or less), and from thence to the North Side Eleven Feet Two Inches (more or less), with the Appurtenances, was demised by the said *John* Viscount *Spencer* unto the said *Francis* Duke of *Bridgewater*, his Executors, Administrators, and Assigns, from the Feast of the Annunciation of the Blessed Virgin *Mary* then last past for the Term of Ninety-five Years, at the yearly Rent of Twenty-one Pounds, and under and subject to the Covenants, Conditions, and Agreements in the said Indenture of Lease contained, on the Part of the Tenant or Lessee to be observed and performed; and after reciting the said Will of the said *Francis* Duke of *Bridgewater*, and his Death, and after reciting the Effect of the said Deed Poll of the Twenty-seventh Day of *May* One thousand eight hundred and twenty-six, the said Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, and the said Indenture of the First Day of *March* One thousand eight hundred and thirty-seven, and also the Effect of the said Indentures of Lease and Release and Assignment of the Twenty-ninth and Thirtieth Days of *May* One thousand eight hundred and twenty-six, and the said Indentures of Lease and of Release and Assignment of the Fourth and Fifth Days of *February* One thousand eight hundred and thirty-four, and the said Indentures of Lease and Release and Assignment of the First and Second Days of *March* One thousand eight hundred and thirty-seven, so far as relates to the Freehold Estates in the said County of *Lancaster* so as aforesaid devised by the said Will of the said *Francis* Duke of *Bridgewater*, and reciting that by Indentures of Lease and of Appointment and Release, bearing Date respectively the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and thirty-



thirty-nine, the Appointment and Release being made or expressed to be made between the Right Honourable *John Charles* Earl *Spencer* (Grandson of the said *John* Viscount *Spencer*) of the First Part, the said Lord *Francis Egerton* of the Second Part, and the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* of the Third Part, and in which said Indenture of Appointment and Release there were (amongst other Things) recited the said Indenture of Lease of the First Day of *May* thousand seven hundred and sixty-four, the said Will of the said *Francis* Duke of *Bridgewater*, and his Death, and in which same Indenture it was also recited that under and by virtue of divers Conveyances and Assurances, and other Acts in the Law, and ultimately under and by virtue of an Indenture of Bargain and Sale therein referred to, and of a Common Recovery duly suffered in pursuance thereof, the Reversion, Freehold, and Inheritance of the said Piece or Parcel of Ground and Hereditaments comprised in and demised by the said therein-before recited Indenture of Lease were conveyed and assured and then stood limited to and for such Uses, Estates, Intents, and Purposes, upon such Trusts, and under and subject to such Powers, Provisoos, and Appointments, as the said *John Charles* Earl *Spencer* at any Time or Times, by any Deed or Deeds, Writing or Writings, sealed and delivered by him in the Presence of Two or more Witnesses, should direct or appoint, and, subject thereto, to the Use of the said *John Charles* Earl *Spencer*, and the Heirs Male of his Body lawfully begotten, and in default of such Issue to certain other Uses in the said Indenture of Bargain and Sale particularly mentioned, and that the said Piece or Parcel of Ground comprised in the said Indenture of Lease of the First Day of *May* One thousand seven hundred and sixty-four, and in the said Indenture of Appointment and Release particularly mentioned and intended to be thereby appointed and released, lay contiguous to and close adjoining *Bridgewater House*, then in the Occupation of the said Lord *Francis Egerton*, in consideration of the Sum of One thousand five hundred Pounds paid by the said Lord *Francis Egerton* to the said *John Charles* Earl *Spencer*, the said Piece or Parcel of Ground and Premises comprised in and demised by the said Indenture of Lease of the First Day of *May* One thousand seven hundred and sixty-four, with the Appurtenances, (but subject to the same Lease,) were appointed and conveyed by the said *John Charles* Earl *Spencer* unto and to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns for ever, nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations therein expressed and declared or referred to of and concerning the same, and that in the said Indenture of Appointment and Release it was agreed and declared that it should be lawful for the said Lord *Francis Egerton*, by any Deed or Deeds, or Instrument or Instruments in Writing, to be sealed and delivered by him in the Presence of and to be attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, and Provisoos therein-before expressed and declared or referred to of and concerning the same Premises, or any Part or Parts, Parcel or Parcels thereof, subject nevertheless and without Prejudice to the Lease granted thereof by the said Indenture

[Private.]

of the First Day of *May* One thousand seven hundred and sixty-four, and by the same or any other Deed or Deeds, or Instrument or Instruments in Writing, to be executed and attested as therein and herein before is mentioned, to limit, declare, direct, or appoint any new or other Use or Uses, Estate or Estates, Trust or Trusts of the said Premises, or any Part or Parts, Parcel or Parcels thereof, which he should deem necessary or expedient to limit, declare, direct, or appoint, it was by the said Indenture now in recital witnessed, that by virtue and in exercise and execution of the Power or Authority to the said Lord *Francis Egerton* by the said Indenture of Appointment and Release of the Thirty-first Day of *May* One thousand eight hundred and thirty-nine for that Purpose given or limited, as therein-before was mentioned, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said Lord *Francis Egerton* did revoke, determine, and make void all and every the Uses, Trusts Powers, and Provisoes in and by the said Indenture of Appointment and Release of the Thirty-first Day of *May* One thousand eight hundred and thirty-nine expressed and declared or referred to of and concerning the Hereditaments therein-after limited and appointed; and by the said Indenture now in recital it was further witnessed, that by virtue and in exercise and execution of the Power or Authority to the said Lord *Francis Egerton* for that Purpose given or limited, as therein and herein before is mentioned, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said Lord *Francis Egerton* did direct and appoint that the said Piece or Parcel of Ground comprised in the said Indentures of Lease and of Appointment and Release of the Thirtieth and Thirty-first Days of *May* One thousand eight hundred and thirty-nine, with the Appurtenances, should thenceforth go, remain, and be to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns for ever, nevertheless upon the Trusts, and for the Ends, Intents, and Purposes, upon and for which the Freehold Part or Parts of the Grounds which at the Date of the said Will of the said *Francis* Duke of *Bridgewater* were used with *Bridgewater House* aforesaid, or which were purchased by the said Testator with a view to the Convenience thereof, is or are or ought to be held under or by virtue of the same Will: And whereas the said *George Granville* late Duke *Sutherland* had Two Sons only, namely, the said *George Granville* now Duke and Earl of *Sutherland*, his eldest Son and Heir at Law, and the said Lord *Francis Egerton*: And whereas the said Lord *Francis Egerton* hath now Five Sons, namely, *George Granville Egerton*, *Francis Egerton*, *Algernon Egerton*, *Arthur Frederick Egerton*, and *Granville Egerton*, all of whom are Infants under the Age of Twenty-one Years, and no other Issue Male: And whereas the said Sir *Archibald Macdonald* had Issue by the said *Louisa* his Wife *James Macdonald* (who became Sir *James Macdonald* Baronet) his only Son: And whereas the said Sir *James Macdonald* departed this Life in or about the Month of *June* One thousand eight hundred and thirty-two, having had Two Sons, namely, *Archibald Keppel Macdonald* (who upon the Decease of the said Sir *James Macdonald* became Sir *Archibald Keppel Macdonald* Baronet,) his eldest Son, and one other Son, namely, *Granville Southwell Macdonald*, and no other Issue Male, and that the said Sir *Archibald Keppel Macdonald* hath attained

the Age of Twenty-one Years, and is a Bachelor: And whereas the said *Granville Southwell Macdonald* departed this Life on or about the Third Day of *December* One thousand eight hundred and thirty-one, an Infant and a Bachelor: And whereas the said *Edward* Lord Archbishop of *York* and *Anne* his Wife had Eleven Sons, and no more, namely, *George Granville Harcourt*, *Edward Venables Vernon Harcourt*, *Leveson Venables Vernon Harcourt*, *William Venables Vernon Harcourt*, *Frederick Edward Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Granville Venables Harcourt Vernon*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt*: And whereas the said *Edward Venables Vernon Harcourt* departed this Life in or about the Month of *May* One thousand eight hundred and six, a Bachelor: And whereas the said *William Venables Vernon Harcourt* hath Two Sons only, namely, *Edward William Vernon Harcourt* and *William George Granville Vernon Harcourt*, both of whom are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said *Frederick Edward Venables Vernon Harcourt* hath had Two Sons only, namely, *Augustus George Vernon Harcourt* and *Leveson Francis Vernon Harcourt*, both of whom are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said *Granville Venables Harcourt Vernon* hath Four Sons, namely, *Granville Edward Harcourt Vernon*, who hath attained the Age of Twenty-one Years, and *Evelyn Hardolph Harcourt Vernon*, *Henry Arthur Harcourt Vernon*, and *Charles Egerton Harcourt Vernon*, who are Infants under the Age of Twenty-one Years, as Bachelors: And whereas the said *George Granville Harcourt*, *Leveson Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt* respectively have attained the Age of Twenty-one Years, and have no Issue Male: And whereas the said *George Granville* now Duke and Earl of *Sutherland* hath Two Sons only, namely, the Right Honourable *George Granville William Sutherland Leveson Gower* commonly called Marquis of the County of *Stafford*, and the Right Honourable *Frederick George Sutherland Leveson Gower* commonly called Lord *Frederick George Sutherland Leveson Gower*, both of whom are Infants under the Age of Twenty-one Years, and Bachelors: And whereas the said Lord *Francis Egerton* and his said Sons, and the said Sir *Archibald Keppel Macdonald*, and the said several Sons and Grandsons of the said *Edward* Lord Archbishop of *York*, and the said *George Granville* Duke and Earl of *Sutherland* and his said Sons, are the only Persons now in being who are interested in the Trust Estates and Trust Property held upon the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*: And whereas upon a recent Examination it was found necessary to remove the Roof of the old Part of *Bridgewater House*, the same being very insecure, and in danger of falling, and upon the Removal of such Roof the Walls which supported the same were discovered to be in a decayed Condition, and quite insufficient to sustain a new Roof; and the said Lord *Francis Egerton* having been advised, that from the  
insecure

insecure State of the Walls it had become necessary to take down without Delay the old Part of the Mansion, and considering that in the Erection of new Buildings on any Part of the Site of *Bridgewater House* regard ought to be had to the Formation of suitable and appropriate Galleries for the Reception of the Collection of Pictures bequeathed by the said *Francis Duke of Bridgewater*, and being advised that this Object, and the requisite Unity of Appearance, could not be attained without also taking down the new Part of *Bridgewater House*, and entirely rebuilding the Mansion, did lately, with a view to the Erection on the Site of *Bridgewater House* of a Mansion suitable in all respects for the Town Residence of the beneficial Owner for the Time being of the said Trust Estate, cause the whole of the Buildings which formed *Bridgewater House* to be taken down: And whereas the Materials of the Buildings so as aforesaid taken down have been sold by the said Lord *Francis Egerton* for the Sum of Two thousand nine hundred and twenty Pounds Ten Shillings: And whereas the Expence of erecting the intended new Mansion House, according to Plans which have been prepared and signed by *Charles Barry* Esquire, Architect, and approved of by the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, as the present Trustees under the said Will of the said *Francis Duke of Bridgewater*, and by the said Lord *Francis Egerton*, as the beneficial Owner in Possession of the said Trust Estates, hath been estimated by the said *Charles Barry* at the Sum of Sixty-eight thousand six hundred and ninety-six Pounds: And whereas the said Lord *Francis Egerton* hath been advised that in causing *Bridgewater House* to be taken down he hath committed Waste, and is legally liable to the Amount in Value of the same Mansion House, which Value hath been estimated by Sir *Robert Smirke* Architect and the said *Charles Barry* at the Sum of Twenty-nine thousand two hundred Pounds, and in consideration thereof the said Lord *Francis Egerton* is willing that the Sum of Two thousand nine hundred and twenty Pounds Ten Shillings, so as aforesaid produced by the Sale of the Materials of the Buildings lately taken down as aforesaid, together with the further Sum of Twenty-six thousand two hundred and seventy-nine Pounds Ten Shillings of his own Monies, (making together the Sum of Twenty-nine thousand two hundred Pounds,) shall be applied towards the Expence of the intended new Building, and accordingly he hath paid the Sum of Twenty-nine thousand two hundred Pounds into the Hands of the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, for such Purpose: And whereas the said Sum of Twenty-nine thousand two hundred Pounds would be sufficient for the Purpose of rebuilding *Bridgewater House* as a Residence for the beneficial Owner for the Time being of the said Trust Estates, but for the Circumstance of the necessary Addition thereto of a suitable Gallery for the Reception and Preservation of the Collection of Pictures bequeathed by the said Duke of *Bridgewater*, and by his Will directed to be preserved therein, as aforesaid: And whereas as such intended rebuilding of *Bridgewater House* will be greatly for the Benefit of all the Persons who may become entitled under the Trusts of the said Will of the said *Francis Duke of Bridgewater*, it would not be just or proper, under the Circumstances of the Case, that the whole of the Expence of such rebuilding should be borne by the said Lord *Francis Egerton*,

*Egerton*, and it is therefore expedient that the Trustees of the said Trust Estates of the said *Francis Duke of Bridgewater* should be authorized and required to borrow and take up at Interest, for the Purpose of such rebuilding, any Sum or Sums of Money not exceeding the Sum of Thirty-nine thousand four hundred and ninety-six Pounds (being the estimated Amount of rebuilding *Bridgewater House* as aforesaid, in addition to the said Sum of Twenty-nine thousand two hundred Pounds), in the Manner and under and subject to the Terms and Conditions herein-after in that Behalf mentioned: And whereas the whole of the before mentioned Sum of Fifty thousand Pounds, and also a further Sum amounting to Eighty thousand Pounds, which arose from the annual Sum of Four thousand Pounds authorized by the said Will of the said *Francis Duke of Bridgewater* to be expended by the Trustees in extending and improving his Canal as aforesaid, and the Accumulations thereof, have been applied and exhausted in furtherance of those Objects: And whereas the said late Duke of *Sutherland* did expend out of his own Monies large Sums of Money, amounting in the whole to more than the Sum of Fifty-nine thousand Pounds, in constructing extensive Locks upon the said Canal at the Town of *Runcorn* in the said County of *Chester*, and in making, improving, and enlarging various other Works upon the said Canal, for the Purpose of enabling it to withstand the Competition which arose upon the opening of the *Liverpool and Manchester Railway*, and for adapting the same Canal to the rapidly growing Exigencies of the Trade thereof, being over and above the Sum of Eighty thousand one hundred and forty-three Pounds which had been laid out during the Lifetime of the said Duke of *Sutherland* on the Maintenance of the said Canal out of the Income thereof: And whereas the said Lord *Francis Egerton* hath lately purchased from the said *George Granville Duke and Earl of Sutherland* a Freehold Messuage, with the Appurtenances, situate in *Cleveland Court* aforesaid, near or adjoining to the Site of the said Mansion House called *Bridgewater House*, which Messuage was lately in the Occupation of the Right Honourable *Thomas Grenville*, at or for the Price or Sum of Nine thousand three hundred Pounds: And whereas the said Lord *Francis Egerton* hath lately contracted and agreed with the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, that in case this present Act shall pass into a Law, he the said Lord *Francis Egerton*, his Heirs or Assigns, shall and will, in consideration thereof, within Six Months after the passing of this Act, convey and assure the said Messuage with its Appurtenances unto and to the Use of the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, their Heirs and Assigns for ever, upon the subsisting Trusts of the said Will, in order that the said Messuage, with the Buildings attached thereto, may be taken down and removed, and the Site thereof added to the Ground belonging to the said Mansion House called *Bridgewater House*, for the Enlargement and Improvement thereof: And whereas the said Lord *Francis Egerton* hath, since his Father's Death, expended, and is at present expending, divers large Sums of Money in the Construction of new Docks and Wharfs at *Runcorn* and *Manchester*, and in improving the Navigation of the said Canal and the Works connected therewith,

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therewith, and in erecting upon the said Trust Estates Warehouses and other Buildings connected with the Trade and Navigation of the said Canal, amounting to the Sum of Fifty thousand Pounds and upwards, besides a Sum exceeding Fifty-two thousand Pounds, which has been laid out on the Maintenance of the said Canal out of the Income thereof: And whereas, in addition to the said Sum of Fifty thousand Pounds expended by the said Lord *Francis Egerton* in Improvements as aforesaid, the said Lord *Francis Egerton* has laid out and expended, or has contracted to lay out and expend, the further Sum of Seven thousand Pounds and upwards in further Works, and in Improvements of the said Canal and Trust Estates of a permanent Nature: And whereas many Railways have been recently made in the Neighbourhood of the said *Bridgewater* Canal, and other Railways are now far advanced and will in the course of a short Time be completed, and in consequence thereof the said *Bridgewater* Canal is exposed to a very severe Competition, which will continue to increase as the Railroads now in progress are opened to the Public: And whereas the said *Bridgewater* Canal, notwithstanding the large Sums of Money which have been expended upon it, stands much in need of various Alterations and Improvements (particularly in the Erection and Construction of Warehouses, Sheds, Docks, and other Buildings at *Manchester* and *Runcorn*), which Alterations and Improvements, if effected, would afford many additional Facilities to the Navigation of the said Canal, and would tend materially to the great and permanent Increase of its Trade and to the Convenience of the Public: And whereas the Expence of such Alterations and Improvements at *Runcorn* and *Manchester* has been estimated by *Edmund Smith*, the Engineer of the said *Edward* Lord Archbishop of York, *William* Earl of *Devon*, and *James Loch*, at the Sum of Thirty-five thousand Pounds: And whereas, in consideration of the large Sums of Money expended by the said Lord *Francis Egerton* in the Improvement of the said Trust Estates, it would not be just or equitable that the Expence of such last-mentioned Alterations and Improvements should be defrayed out of the Income of the said Lord *Francis Egerton*, and it would be greatly for the Benefit of all the Persons entitled or to become entitled under the Trusts of the said Will of the said *Francis* Duke of *Bridgewater* if the Trustees of the said Trust Estates of the said *Francis* Duke of *Bridgewater* were authorized and enabled to borrow and take up at Interest, for the Purposes last aforesaid, any Sum or Sums of Money not exceeding in the whole the said Sum of Thirty-five thousand Pounds, in the Manner and under and subject to the Terms and Conditions herein-after in that Behalf mentioned: And whereas by an Act of Parliament passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act to enable the Trustees of the Liverpool Docks to erect Transit Sheds on the West Quay of the Prince's Dock, to make a Wet Dock with Warehouses on the Quays, and to construct other Works, and to raise a further Sum of Money; and for enlarging the Powers of the Acts relating to the Docks and Harbour of Liverpool; and for other Purposes relating thereto*, after reciting (amongst other Things), that it would materially improve the River *Mersey*, and tend to preserve the Navigation thereof, if a new River Wall with an Embankment were to be made beyond the then present Wall and Embankments, in the

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the Manner and Direction therein particularly mentioned; and reciting, that such new Wall and Embankment would run in front of Land Part of the Estate of the said Trustees of the *Liverpool* Docks, and of Land Part of the Estate of the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool*, and also in front of Land in Lease from the said Mayor, Aldermen, and Burgesses to the Devisees in Trust of the late Duke of *Bridgewater*, for Lives and Years, renewable on a pecuniary Fine of fixed Amount; and reciting, that by a certain Act of Parliament passed in the Fifty-first Year of the Reign of His Majesty King *George* the Third, in case of any River Wall or Embankment extending into the River *Mersey* so far as the Line of such new River Wall, being made by the Trustees of the *Liverpool* Docks within Three hundred Yards on either Side of the Entrance of the Dock on the said Land in lease to the Devisees in Trust of the late Duke of *Bridgewater*, the said Trustees of the *Liverpool* Docks were required to build and carry out a Line of Wall or Embankment adjoining and fronting the said Property of the Devisees in Trust of the said Duke of *Bridgewater*, in Manner and upon the Terms and Conditions and under the Restrictions in the said last-mentioned Act mentioned; and reciting, that in case the said new River Wall or Embankment should be made the said Devisees in Trust of the said Duke of *Bridgewater* would be entitled to the Land thereby inclosed, from the Strand in front of their said Property, for all the Purposes of their said Lease, during the Continuance thereof, renewable as aforesaid; and reciting, that the making of such new River Wall and Embankment would not only be an Improvement to the said River, but would be beneficial to the Estates of the said several Parties; and reciting, that the said Devisees in Trust of the said late Duke of *Bridgewater* were willing to contribute the Sum of Five thousand Pounds towards the Expence of so much of the said Wall as should be to the Front of the Land in Lease to them as aforesaid, including the making of a Quay on the Space to be thereby inclosed by the Devisees in Trust; it was (amongst other Things) enacted, that the said new Wall and Embankment should be made in the Line and Manner and upon the Terms and Conditions and under the Restrictions therein particularly mentioned, and that the said Sum of Five thousand Pounds to be paid by the said Devisees in Trust to the said Trustees of the *Liverpool* Docks should be paid as follows; One thousand Pounds upon the passing of the said recited Act, Two thousand Pounds when the Work should be Half completed, and the remaining Sum of Two thousand Pounds on the Completion thereof, and the Costs of all extra Work that might be required to be done by the said several Parties should be paid by them respectively within Three Months after the extra Work respectively should have been completed; and it was also enacted, that so much of the said new Wall as should be to the Front of the said Property in Lease to the said Devisees in Trust of the said late Duke of *Bridgewater* should, after the making thereof and of the said Quay, be maintained in good Order and Repair by the said Devisees in Trust, their Executors, Administrators, and Assigns, so long as the said Lease or any Renewal thereof should continue, and by the said Mayor, Aldermen, and Burgesses thereafter: And whereas the Sum of One thousand Pounds, Part of the said Sum of Five thousand Pounds mentioned in the herein-before in part recited Act, was, with the Consent of the said

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Lord *Francis Egerton*, paid by the said Devises of the said Trust Estates of the said *Francis Duke of Bridgewater*, upon the passing of the same Act, out of the Income of the said Lord *Francis Egerton*, and the Residue of the said Sum of Five thousand Pounds will have to be paid according to the Terms and Provisions contained in the same Act: And whereas by the Construction of the said River Wall and of the Works connected therewith a Space of Ground of considerable Extent has been or will be gained from the said River *Mersey*, and annexed for ever thereafter to the said Trust Estate and Trust Property of the said *Francis Duke of Bridgewater*, which will materially improve the Docks and Wharfs of the said Trust Estate adjacent to the said River, and the Value of such Improvements, over and above the said Sum of Five thousand Pounds, has been estimated at the Sum of Thirty thousand Pounds and upwards: And whereas the several Sums of Money expended or contracted and agreed to be expended by the said Lord *Francis Egerton* in Additions to and permanent Improvements of the said Trust Estates (over and above the said Sum of Twenty-nine thousand two hundred Pounds paid by him to the said Trustees towards the Erection of *Bridgewater House* as aforesaid) are set forth in the Schedule to this Act, and amount altogether to the Sum of One hundred and fifty-one thousand five hundred Pounds: And whereas, inasmuch as it would not be just or equitable, under the foregoing Circumstances, that the Sum of Five thousand Pounds so as aforesaid contributed and to be contributed in respect of Improvements of a permanent Nature should come out of the Income of the said Lord *Francis Egerton* or other the Person for the Time being entitled to the Income of the said Trust Estates of the said *Francis Duke of Bridgewater*, it is expedient that the Trustees of the said Trust Estates of the said *Francis Duke of Bridgewater* should be authorized and required to borrow and take up at Interest, in the Manner and under and subject to the Terms and Conditions hereinafter in that Behalf mentioned, the Sum of Five thousand Pounds for the Purpose, in the first place, of repaying to the said Lord *Francis Egerton* the said Sum of One thousand Pounds so paid by him as aforesaid, and in the next place for meeting the other Payments, amounting, together with the said Sum of One thousand Pounds, to the Sum of Five thousand Pounds, which they are bound to make under the said recited Act: And whereas it would greatly reduce the annual Expenditure in carrying on the Trade of the said Canal, and be a great and lasting Improvement in the said Trust Estates of the said *Francis Duke of Bridgewater*, if a Half-tide Basin, Docks, and sundry Warehouses, Sheds, and other Buildings were constructed at *Liverpool* aforesaid, contemporaneously and in connexion with the said new River Wall: And whereas the Expence of such last-mentioned Improvement hath been estimated by *William Cubitt* Esquire, Civil Engineer, at the Sum of Fifty thousand Pounds: And whereas it would be greatly for the Benefit of all the Persons entitled or to become entitled under the Trusts of the said Will of the said *Francis Duke of Bridgewater* if the Trustees of the said Trust Estates of the said *Francis Duke of Bridgewater* were authorized and enabled to borrow and take up at Interest for the Purposes last herein-before expressed any Sum or Sums of Money not exceeding in the whole the said Sum of Fifty thousand Pounds, in the Manner and under and subject to the Terms and Conditions hereinafter in that Behalf mentioned: And whereas the

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the Offices and Places of Business at *Worsley* (which, together with the House provided by the said Will of the said *Francis* Duke of *Bridgewater* for the Residence of the Superintendent for the Time being of the said Trust Estates, go under the Denomination of the *New Hall*;) have been found inconvenient and unsuitable for the Purpose of transacting the Business connected with the Management of the said Canal: And whereas by an Indenture of Release, bearing Date the Thirteenth Day of *April* last, and made or expressed to be made between the said Lord *Francis Egerton* of the First Part, *George Samuel Fereday Smith*, therein described, of the Second Part, and the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* of the Third Part, (the same Indenture being expressed to be made in pursuance of the Act of Parliament for rendering a Release as valid for the Conveyance of Freehold Estates as a Lease and Release by the same Parties,) after reciting (among other Things) a Conveyance of the Plot, Piece, or Parcel of Land or Ground therein-after particularly mentioned, and intended to be thereby granted and released, with the Buildings thereon, to the Use of the said Lord *Francis Egerton* during his Life, with Remainder to the Use of the said *George Samuel Fereday Smith*, his Executors and Administrators, during the Life of the said Lord *Francis Egerton*, in Trust for him and his Assigns, with Remainder to the Use of the Heirs and Assigns of the said Lord *Francis Egerton* for ever; and reciting, that the said Lord *Francis Egerton* had lately erected and built certain Offices and Buildings upon the Plot, Piece, or Parcel of Land or Ground therein-after particularly mentioned, and intended to be thereby granted and released, and had taken down some of the Buildings which stood thereon; and reciting, that the Offices and Buildings then standing on the said Plot, Piece, or Parcel of Land or Ground were suitable to be used as the Offices and Buildings for carrying on the Business of the said Canal, under the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*, and that it was intended that the same should be appropriated for those Purposes; and reciting, that in consideration of the Premises, and to the Intent that the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*, might be carried on to the greater Advantage, the said Lord *Francis Egerton* had agreed with the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* to convey the said Plot, Piece, or Parcel of Land or Ground, with the Buildings thereon, with the Appurtenances, (but subject to a certain yearly Rent-charge of Eighty Pounds charged thereon, as in the said Indenture now in recital is mentioned,) unto them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns, upon the Trusts and in Manner therein-after mentioned; it is by the Indenture now in recital witnessed, that in pursuance and performance of the said Agreement, and in consideration of the Premises, the said Lord *Francis Egerton* did grant, release, and confirm, and the said *George Samuel Fereday Smith*, at the Request and by the Direction of the said Lord *Francis Egerton* (testified as therein mentioned), did release unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns, all that Plot, Piece, or Parcel of Land or Ground, being Part of a Close, Field, or Parcel of Land formerly called *Hurst Meadow*,

[*Private.*]

situate,

Conveyance  
by Lord  
*Francis Egerton*  
to the  
Trustees of  
the new  
Offices at  
*Manchester*,  
1st April  
1842.

situate, lying, and being in *Hulme* in the Parish of *Manchester* in the said County of *Lancaster*, and bounded on the North-westerly Side thereof by the Turnpike Road leading from *Manchester* aforesaid to *Altringham* in the said County of *Chester*, on the South-easterly Side thereof by a Street called *Silver Street*, on the North-easterly Side thereof by a Lane called *Jackson's Lane*, and on the South-westerly Side thereof by a Street called *Crown Street*, which same Plot, Piece, or Parcel of Land or Ground contained by Admeasurement on the North-westerly Side thereof Seventeen Yards or thereabouts, on the South-easterly Side thereof Seventeen Yards or thereabouts, on the North-easterly Side thereof Seventy-seven Yards or thereabouts, and on the South-westerly Side thereof Seventy-seven Yards or thereabouts, and contained in the whole One thousand three hundred and nine superficial Square Yards or thereabouts, and also all those Messuages or Dwelling Houses, with the Coach-house, Stable, and other Outbuildings thereunto belonging, and also all the said Offices and Buildings then lately erected and built as aforesaid, and all other Erections and Buildings then standing and being upon the said Plot, Piece, or Parcel of Land or Ground or any Part thereof, which said Hereditaments and Premises were particularly delineated and described in the Map or Plan drawn in the Margin of the Indenture now in recital, with their Appurtenances, to hold the same (but subject and without Prejudice to the said yearly Rent-charge of Eighty Pounds so charged as aforesaid) unto and to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns for ever, nevertheless upon the Trusts and for the Ends, Intents, and Purposes upon and for which the Freehold Part or Parts of the said Trust Estates of the said *Francis* Duke of *Bridgewater* was or were or ought to be held under or by virtue of the said Will of the said *Francis* Duke of *Bridgewater*: And whereas the said Lord *Francis Egerton* paid the Sum of Five hundred Pounds as the Purchase Money for the Plot of Land and Hereditaments comprised in and conveyed by the lastly recited Indenture, and hath expended the further Sum of Three thousand five hundred Pounds in and towards the Erection of the said new Offices and Buildings thereon: And whereas it is expedient that the said new Offices and Places of Business in *Manchester* should be appropriated for those Purposes, instead of the said Offices and Places of Business at the *New Hall* aforesaid, being in the Vicinity of the Docks, Canal, and other Trust Property of the said Duke of *Bridgewater* in *Manchester* aforesaid: And whereas the Capital Messuage or Mansion House at *Worsley* aforesaid called the *Old Hall*, being the only Place of Residence in the Counties of *Lancaster* and *Chester* for the Use of the beneficial Owner for the Time being of the Income of the said Trust Estates, and the same being very unsuitable from its small Size and other Circumstances, the said Lord *Francis Egerton* is erecting a new Capital Messuage or Mansion House upon the said Trust Estates near the *New Hall* aforesaid, upon a Scale commensurate with the Position of the beneficial Owner for the Time being of the Income of the said Trust Estates, the estimated Expence whereof is Forty-nine thousand seven hundred Pounds: And whereas it is expedient that the said *Old Hall* should be appropriated for the Residence of the Superintendent for the Time being instead of the said *New Hall*, and that the

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the said *New Hall*, with the Buildings appertaining thereto, should be taken down, and the Site thereof laid into the Park or Pleasure Grounds intended to be formed for Occupation with the said new Capital Messuage or Mansion House at *Worsley* aforesaid, and it is just that the said Lord *Francis Egerton* should be allowed to sell for his own Benefit the Materials of the *New Hall* aforesaid, and the Buildings appertaining thereto, towards repaying the Expences incurred by him in erecting the said new Capital Messuage or Mansion House at *Worsley*, and the said new Offices at *Manchester*; but the several Objects and Purposes herein-before expressed cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, as such Trustees as aforesaid, the said Lord *Francis Egerton* on behalf of himself and his said infant Sons, the said Sir *Archibald Keppel Macdonald*, the said *George Granville Harcourt*, the said *Leveson Venables Vernon Harcourt*, the said *William Venables Vernon Harcourt* on behalf of himself and his said infant Sons, the said *Frederick Edward Venables Vernon Harcourt* on behalf of himself and his said infant Sons, the said *Henry Venables Vernon Harcourt*, the said *Granville Venables Harcourt Vernon*, on behalf of himself and his infant Sons, the said *Granville Edward Harcourt Vernon*, the said *Octavius Henry Cyril Venables Vernon Harcourt*, the said *Charles George Venables Vernon Harcourt*, the said *Francis George Randolph Venables Vernon Harcourt*, and the said *Egerton Venables Vernon Harcourt*, and the said *George Granville* Duke and Earl of *Sutherland* on behalf of himself and of his said infant Sons, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and they and he are and is hereby authorized and required, at some Time or Times within the Space of Ten Years after the passing of this Act, to borrow and take up at Interest the Sum of Thirty-nine thousand four hundred and ninety-six Pounds, and as a Security for the Money so to be borrowed, by Indenture or Indentures, to demise all or any of the Manors, Messuages, Lands, Tenements, and Hereditaments which for the Time being shall be held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, upon the subsisting Trusts of the same Will, to any Person or Persons, or Body or Bodies Politic or Corporate, who shall lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cesser of every such Term of Years on Payment to the Party or Parties, or Body or Bodies Politic or Corporate who shall advance the Monies so to be borrowed, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed,

The Trustees empowered to raise 39,496*l.* on Mortgage of the Trust Estates, for rebuilding *Bridgewater* House.

borrowed, with Interest for the same, at any Rate that may be agreed on; not exceeding Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Mortgage or Mortgages respectively specified and appointed.

Trustees to apply the Sum of 29,200*l.* paid by Lord Francis Egerton, and the Monies raised as aforesaid, in the Erection of Bridgewater House.

II. And be it further enacted, That the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, do and shall stand possessed of and interested in as well the said Sum of Twenty-nine thousand two hundred Pounds so paid into the Hands of them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, as aforesaid, as the Sum or Sums of Money so to be raised by Mortgage as aforesaid, upon Trust to apply the same in erecting and building a new Mansion House, with proper Offices, on the Site of *Bridgewater House* aforesaid, according to the said Plans prepared and signed by the said *Charles Barry*, and approved of as aforesaid.

Additional Expence, by Alteration of Plans, in rebuilding Bridgewater House to be borne by Lord Francis Egerton, or Party entitled to the Income.

III. And be it further enacted, That during the Progress of the Erection or building of the said Mansion House it shall be lawful for the said *Charles Barry*, or other the Architect for the Time being employed by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, from Time to Time, with their or his Consent and Approbation; and also with the Consent and Approbation of the said Lord *Francis Egerton* during his Life, or after his Death of the Person who under the Trusts of the said Will of the said *Francis* Duke of *Bridgewater* shall for the Time being be beneficially entitled in possession to the Income of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, if such Person shall be of the Age of Twenty-one Years, or if such Person shall be under the Age of Twenty-one Years, then with the Consent and Approbation of his Guardian or Guardians for the Time being (in the Order, in case of there being Guardians of different Descriptions, in which they are named in the said Will of the said *Francis* Duke of *Bridgewater*), to alter or vary the original Plans for the Structure and fitting up of the said intended Mansion House in any Manner which shall be considered advantageous: Provided nevertheless, that the said Lord *Francis Egerton*, or other the Person for the Time being entitled as aforesaid, shall from Time to Time, previously to every such Alteration or Variation, make due Provision for the Payment of the additional Expence, if any, which may be occasioned thereby.

Surplus (if any) to be applied in Reduction of the Mortgage Debts.

IV. And be it further enacted, That if any Surplus of the Money to be raised by way of Mortgage as aforesaid shall remain in the Hands of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, after Payment of all the Expences of erecting and completing the said Mansion House according to the aforesaid Plans, with such Alterations or Variations (if any) as aforesaid, such Surplus shall

be

be applied in or towards the Discharge of any Principal Debt which shall be secured by any Mortgage or Mortgages which shall have been made under any of the Powers or Provisions contained in this Act.

V. And be it further enacted, That the said Sum of Twenty-nine thousand two hundred Pounds so as aforesaid paid by the said Lord *Francis Egerton* to the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, shall immediately after the passing of this Act be laid out by them in the Purchase of Exchequer Bills, and the Interest arising from the Exchequer Bills so to be purchased, or to be purchased as herein-after mentioned, and the Money received for the same respectively as they shall respectively be paid off by Government, shall be laid out by the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater* in the Purchase of other Exchequer Bills, all which Exchequer Bills shall be deposited by the same Trustees or Trustee with the Bankers for the Time being of the said Trust Estates, and shall there remain until the same shall be wanted for raising Money towards the Discharge of the Expences of building the said intended new Mansion House on the Site of *Bridgewater House*, when all the Exchequer Bills which shall have arisen by the Means aforesaid shall be sold, and the Produce of such Sale shall be applied in the same Manner as herein-before is expressed and directed with respect to the aforesaid Sum of Twenty-nine thousand two hundred Pounds.

The Sum of 29,200*l.* paid by Lord *Francis Egerton* to be invested in Exchequer Bills until required for the Purposes of this Act.

VI. And be it further enacted, That from and immediately after the passing of this Act the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, and their respective Heirs, Executors, and Administrators, and their respective Estates and Effects, and the said Lord *Francis Egerton*, his Heirs, Executors, and Administrators, and his and their Estates and Effects, shall be absolutely freed and discharged of and from all Actions, Suits, or other Proceedings, Claims or Demands whatsoever, for or on account or by reason or in consequence of the pulling down and Disposal of the Materials of *Bridgewater House* aforesaid, or by reason or in consequence of any Matter or Thing in anywise relating thereto, and that in case any such Action, Suit, or other Proceeding shall be instituted or prosecuted in any Court of Law or Equity this Act may be pleaded in bar thereto.

Indemnity for taking down the old *Bridgewater House*.

VII. And be it further enacted, That it shall be lawful for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and they and he are and is hereby authorized and empowered, at any Time or Times within the Space of Ten Years after the passing of this Act, to borrow and take up at Interest any Sum or Sums of Money not exceeding in the whole the Sum of Thirty-five thousand Pounds, and to secure the Repayment of the same, with Interest thereon, at any Rate to be agreed upon, not exceeding Five Pounds *per Centum per Annum*, by One or more Mortgage or Mortgages of all or any of the Manors, Messuages, Lands, Tenements, and Here-

Trustees empowered to raise 35,000*l.*

[*Private.*]

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ditaments

ditaments which for the Time being shall be held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, upon the subsisting Trusts of the same Will, for such Term or Terms of Years and in such Manner in all respects as herein-before is expressed or provided with respect to the Security or Securities by way of Mortgage to be made or given for the Sum of Money first herein-before authorized or directed to be raised by way of Mortgage.

Application  
of such  
Money.

VIII. And be it further enacted, That the Sum or Sums of Money which shall be raised by way of Mortgage under the Power last herein-before in that Behalf mentioned shall be applied by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, in the Erection and Construction of such Warehouses, Sheds, Docks, Basins, or other Buildings or Works at *Manchester* and *Runcorn*, and effecting such other Alterations or Improvements in the *Bridgewater* Canal as shall be recommended by the said *Edmund Smith*, or other the Engineer for the Time being of the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and shall be approved of by the same Trustees or Trustee, exclusive of the Half-tide Basin or Basins, and Warehouses, Sheds, and other Buildings or Works, proposed to be erected or constructed at *Liverpool* in connexion with the said new River Wall.

Trustees  
empowered  
to raise  
5,000*l*.

IX. And be it further enacted, That it shall be lawful for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and they and he are and is hereby authorized and required, to borrow and take up at Interest the Sum of Five thousand Pounds, and to secure the Repayment of the same, with Interest thereon, at any Rate to be agreed upon, not exceeding Five Pounds *per Centum per Annum*, by One or more Mortgage or Mortgages of all or any of the Manors, Messuages, Lands, Tenements, and Hereditaments which for the Time being shall be held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, upon the subsisting Trusts of the same Will for the Time being, for such Term or Terms of Years and in such Manner in all respects as herein-before is expressed or provided with respect to the Security or Securities by way of Mortgage to be made or given for the Sum of Money first herein-before authorized or directed to be raised by way of Mortgage.

Application  
of the 5,000*l*.

X. And be it further enacted, That the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, do and shall pay the Sum of One thousand Pounds, Part of the said Sum of Five thousand Pounds so to be raised by way of Mortgage as aforesaid, unto the said

Lord *Francis Egerton*, his Executors, Administrators, or Assigns, in Repayment of the said Sum of One thousand Pounds so as aforesaid paid out of the Income of the said Trust Estates, and do and shall pay the Residue of the same Sum of Five thousand Pounds to the said Trustees of the *Liverpool Docks*, as and when the same shall become due and payable, in the Proportions and at the Times in that Behalf provided in and by the herein-before recited Act of the Fourth Year of the Reign of Her present Majesty.

XI. And be it further enacted, That the said Sum of One thousand Pounds so as aforesaid directed to be paid out of the said Sum of Five thousand Pounds to the said Lord *Francis Egerton*, his Executors, Administrators, or Assigns, shall be raised by way of Mortgage as aforesaid as soon after the passing of this Act as the Case will admit, and that the Residue of the said Sum of Five thousand Pounds shall be raised, by way of Mortgage as aforesaid, as and when the same shall from Time to Time be considered by the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater* to be wanted for the Purposes aforesaid.

1,000*l*. to be first raised, and the Residue when wanted.

XII. And be it further enacted, That it shall be lawful for the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, and they and he are and is hereby authorized and empowered, at any Time or Times within the Space of Ten Years after the passing of this Act, to borrow and take up at Interest any Sum or Sums of Money not exceeding in the whole the Sum of Fifty thousand Pounds, and to secure the Repayment of the same, with Interest thereon, at any Rate to be agreed upon, not exceeding Five Pounds *per Centum per Annum*, by One or more Mortgage or Mortgages of all or any of the Manors, Messuages, Lands, Tenements, and Hereditaments which for the Time being shall be held by the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, upon the subsisting Trusts of the same Will, for such Term or Terms of Years and in such Manner in all respects as herein-before is expressed or provided with respect to the Security or Securities by way of Mortgage to be made or given for the Sum of Money first herein-before authorized or directed to be raised by way of Mortgage.

Trustees empowered to raise 50,000*l*.

XIII. And be it further enacted, That the Sum or Sums of Money which shall be raised by way of Mortgage under the Power last herein-before in that Behalf contained shall be applied by the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, in the Erection and Construction of such Half-tide Basin or Basins, Docks, Warehouses, Sheds, or other Buildings or Works at *Liverpool* as shall be recommended by the said *William Cubitt*, or other the Engineer for the Time being of the Trustees or Trustee for the Time being

Application of last mentioned Sum.

being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, to be erected or constructed in connexion with the said new River Wall, and shall be approved of by the same Trustees or Trustee.

Interest of Monies raised to be paid out of Income of Trust Estates.

XIV. And be it further enacted, That the Interest of the Principal Money to be secured by any such Mortgage as shall be made under any of the Powers contained in this Act shall, from Time to Time as and when the same shall become due, be paid and kept down by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, by and out of the net Income of the said Trust Estates.

Trustees Receipts to be a Discharge for the Monies raised under the Act.

XV. And be it further enacted, That the Person or Persons who shall advance any Sum or Sums of Money upon the Security of any such Mortgage as aforesaid shall pay his, her, or their Mortgage Money into the Hands of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and that the Receipt or Receipts in Writing of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, for any Sum or Sums of Money so to be paid to them or him as aforesaid, shall be a good and effectual Discharge or good and effectual Discharges for the same respectively, and the Person or Persons to whom such Receipt or Receipts respectively shall be given, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not be answerable or accountable for any Loss, Nonapplication, or Misapplication of the Money which shall be therein respectively expressed or acknowledged to be received.

Trustees to be answerable for their own Receipts only.

XVI. And be it further enacted, That the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, shall be charged and chargeable respectively for only such Monies as they or he shall respectively actually receive by virtue of or under this Act, notwithstanding their or his giving or signing, or joining in giving or signing any Receipt or Receipts, for the sake of Conformity; and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, or for any Loss that may be sustained in the Execution of the Trusts hereby created, except the same shall happen by or through his or their own wilful Default respectively.

Mortgages to take effect according to Priorities.

XVII. And be it further enacted, That the several Mortgages to be made in pursuance of the Powers contained in this Act shall have Precedence and Priority, at Law and in Equity, as to the Hereditaments to be therein respectively comprised, according to the Priorities in Date of such Mortgages respectively.

XVIII. And



XVIII. And be it further enacted, That all the Costs and Expences to be incurred by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, in or about the Execution of any of the Powers, Trusts, or Directions contained or declared in this Act, shall from Time to Time, as and when the same respectively shall arise or be incurred, be raised and paid by the said Trustees or Trustee for the Time being, by and out of the Income of the said Trust Estates.

Costs to be paid out of Income of Trust Estates.

XIX. And be it further enacted, That the said Offices and Building in *Manchester*, standing on the said Plot or Piece or Parcel of Ground comprised in the herein-before recited Indenture of the Thirteenth Day of *April* last, shall from and after the passing of this Act be appropriated and used as and for the Offices and Buildings for transacting the Business of the said Trust Estates and Canal, and the Trade thereof, under the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*, in lieu of the Office or Offices at the *New Hall* aforesaid provided for that Purpose by the said Will of the said *Francis* Duke of *Bridgewater*.

New Offices at Manchester to be the Offices of the Trust Estate.

XX. And be it further enacted, That the said Capital Messuage or Mansion House at *Worsley* called the *Old Hall*, with the Offices and Buildings, and Yards and Gardens belonging thereto, shall from and after the passing of this Act be One of the Residences of the Superintendent for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, instead of the said House at *Worsley* called the *New Hall*, with the Appurtenances, so as aforesaid provided by the said Will of the said *Francis* Duke of *Bridgewater* for One of the Residences of such Superintendent; and that the said Superintendent for the Time being shall have and enjoy all such Privileges, Immunities, and Benefits with respect to the *Old Hall* aforesaid as have heretofore, under and by virtue of the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*, been annexed to the Possession and Enjoyment of the *New Hall* aforesaid by the said Superintendent for the Time being.

The Old Hall at Worsley to be the future Residence of the Superintendent.

XXI. And be it further enacted, That it shall be lawful for the said Lord *Francis Egerton*, or for his Executors or Administrators after his Decease, at any Time after the passing of this Act, to cause to be taken down the said House called the *New Hall*, and the Offices and Buildings thereto belonging, and to make all such Alterations in the Fences of the Grounds belonging to the said new Capital Messuage or Mansion House, and in the Approaches thereto, as may be necessary and expedient in consequence of the Removal of the said *New Hall*, and the Offices and Buildings belonging thereto, without being subject to any Action or Suit for Waste or other Proceeding on account thereof, and to sell the Materials of the same House, Offices, and Buildings, and to retain for his or their Use the Surplus of the Money to arise by such Sale, after paying thereout the Expences of taking down the said House and Buildings, and laying the Site thereof into the Park or Pleasure Grounds of the said new Capital Messuage or Mansion House at *Worsley* aforesaid.

The New Hall at Worsley to be taken down, and the Site annexed to the Grounds of the new Mansion.

[Private.]

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XXII. Saving

General  
Saving.

XXII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, as such Trustees as aforesaid, and the said Lord *Francis Egerton*, and his First and other Sons, born and to be born, and the Persons who shall be or answer the Description of Heirs Male of their respective Bodies, and the said Sir *Archibald Keppel Macdonald*, and the Persons who shall be or answer the Description of Heirs Male of his Body, and the First and other Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his Wife, and the Persons who shall be or answer the Description of Heirs Male of the respective Bodies of the same Sons respectively, and the said *George Granville* now Duke and Earl of *Sutherland*, and his First and other Sons, and the Persons who shall be or answer the Description of Heirs Male of their respective Bodies, and the Persons who shall be or answer the Description of Heirs Male of the Body of the said *George Granville* late Duke of *Sutherland*, and the Persons who shall be or answer the Description of right Heirs of the said *George Granville* late Duke of *Sutherland*, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of all or any of the Manors, Lands, Tenements, or Hereditaments so as aforesaid devised by the said Will of the said *Francis* Duke of *Bridgewater*, or the said First Codicil thereto, or so as aforesaid conveyed by the herein-before recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or which otherwise are or shall be subject to the subsisting Trusts for the Time being of the said Will of the said *Francis* Duke of *Bridgewater*, or any Part thereof, under or by virtue of the same Will and Codicil and Indenture, or either of them,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the same Trust Estates of the said *Francis* Duke of *Bridgewater*, or any of them, or any Part or Parts thereof, as they, any or every of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been passed.

Act as  
printed by  
the Queen's  
Printers to be  
Evidence.

XXIII. And be it lastly enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

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Amount of Expenditure by Lord Francis Egerton for the Benefit of the Trust Estates, and Improvements thereof by him :—

	£	s.	d.
Purchase Money paid Earl Spencer for Ground attached to Bridgewater House	1,500	0	0
Purchase Money paid the Duke of Sutherland for Mr. Grenville's House	9,300	0	0
Amount expended by Lord Francis Egerton in Improvements of the Canal and Trust Property	50,000	0	0
Estimated Cost of further Improvements undertaken by Lord Francis Egerton, of which the Sum of 5,900 <i>l.</i> has been paid	7,000	0	0
Value of the Improvement to be effected in the Liverpool Docks by the new River Wall, estimated at	30,000	0	0
Cost of the new Mansion House and Offices erecting at Worsley	49,700	0	0
Purchase Money paid for Site of new Offices at Manchester	500	0	0
Expended in Erection of the Offices	3,500	0	0
	<u>£ 151,500</u>	<u>0</u>	<u>0</u>

*James Loch.*

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LONDON : Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1842.