ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

****

C A P. XLIII.

An Act for repairing *Blenheim Palace*.
[4th *August* 1840.]

WHEREAS by an Act passed in the Third and Fourth Year of the Reign of Her late Majesty Queen *Anne*, intituled *An Act for the better enabling Her Majesty to grant the Honor and Manor of* Woodstock *with the Hundred of* Wootton *to the Duke of* Marlborough *and his Heirs, in consideration of the eminent Services by him performed to Her Majesty and the Public*, it was amongst other things enacted, that it should and might be lawful to and for the Queen's most Excellent Majesty, by any Letters Patent under the Great Seal of *England* thereafter to be made, to give and grant unto the said *John* Duke of *Marlborough*, and his Heirs and Assigns for ever, or to any other Person or Persons, to the Use of or in Trust for the said Duke, his Heirs and Assigns for ever, the Honor or Manor of *Woodstock* and the Hundred of *Wootton*, and other the Manors or reputed Manors, and the Piece or Parcel of Ground called *Woodstock Park*, and divers other Pieces or Parcels of Land or Ground, Messuages or Tenements, Lands and Hereditaments, Woods, Coppices, and Timber in the same Act particularly described or mentioned, to hold the same unto the said *John* Duke of *Marlborough*, or such Person or Persons as he should nominate as aforesaid, his and their Heirs and Assigns for ever, to the only

3 & 4 Ann. c. 6.

only Use and Behoof of or in Trust for the said Duke, his Heirs and Assigns for ever, to be holden of Her Majesty, Her Heirs and Assigns, in such Manner and by such honorary Service as in the said Act is mentioned: And whereas in pursuance of the said Act, by Letters Patent under the Great Seal of *England*, bearing Date the Fifth Day of *May* in the Fourth Year of the Reign of Her said late Majesty, Her said Majesty was pleased to grant all the said Honor or Manor of *Woodstock* and the Hundred of *Wootton*, and the said Park of *Woodstock*, with the House then erecting therein, and other the Manors, Messuages, Lands, Tenements, and Hereditaments in the said therein and herein before recited Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne* mentioned and described, to the said *John* Duke of *Marlborough*, his Heirs and Assigns for ever: And whereas by another Act made and passed in the Fifth Year of the Reign of Her said late Majesty, intituled *An Act for the settling of the Honours and Dignities of* John *Duke of* Marlborough *upon his Posterity, and annexing the Honor and Manor of* Woodstock *and House of* Blenheim *to go along with the said Honours*, it was enacted, that, in default of Heirs Male of the Body of the said Duke of *Marlborough* issuing, the States, Degree, Styles, Titles, Dignities, and Honours therein-before mentioned should continue, remain, be vested in, and should be held and enjoyed by the Lady *Harriet*, eldest Daughter of the said Duke of *Marlborough*, and Wife of *Francis Godolphin* Esquire, Son of and Heir Apparent of *Sidney* Lord *Godolphin*, Lord High Treasurer of *England*, and the Heirs Male of her Body begotten; and for Default of such Issue should continue, remain, be vested in and held and enjoyed by *Anne* Countess of *Sunderland*, Second Daughter of the said Duke of *Marlborough*, and Wife of *Charles* Earl of *Sunderland*, and the Heirs Males of her Body begotten; and for Default of such Issue should continue, remain, be vested in and held and enjoyed by *Elizabeth* Countess of *Bridgewater*, Third Daughter of the said Duke of *Marlborough*, and Wife of *Scrope* Earl of *Bridgewater*, and the Heirs Males of her Body begotten; and for Default of such Issue should continue, remain, be vested in and held and enjoyed by the Lady *Mary*, youngest Daughter of the said Duke of *Marlborough*, and the Wife of *John Montague* Esquire, called Marquis of *Monthermer*, Son and Heir Apparent of *Ralph* Duke of *Montague*, and the Heirs Males of her Body begotten; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by all and every other the Daughter and Daughters of the said Duke of *Marlborough* to be begotten, severally and successively, one after the other, as they shall be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by the First Daughter of the Body of the said Lady *Harriet Godolphin* begotten, and the Heirs Males of the Body of such First Daughter begotten; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by all and every other the Daughter and Daughters of the Body of the said Lady *Harriet Godolphin*, severally and successively, one after the other,

5 Ann. c. 4.

other, as they should be in Priority of Birth, and the Heirs Males of the respective Bodies issuing; the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by the First Daughter of the Body of the said *Anne* Countess of *Sunderland* begotten, and the Heirs Males of the Body of such First Daughter begotten; and for Want of such Issue then to continue, remain, be vested in and held and enjoyed by all and every other the Daughter and Daughters of the Body of the said *Anne* Countess of *Sunderland* begotten, severally and successively, one after the other, as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by the First Daughter of the Body of the said *Elizabeth* Countess of *Bridgewater* begotten, and the Heirs Males of the Body of such First Daughter begotten; and for Want of such Issue then to continue, remain, be vested in and held and enjoyed by all and every other the Daughter and Daughters of the Body of the said *Elizabeth* Countess of *Bridgewater* begotten, severally and successively, one after the other, as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by the First Daughter of the Body of the said Lady *Mary Montague* begotten, and the Heirs Males of the Body of such First Daughter begotten; and for Want of such Issue then to continue, remain, be vested in and held and enjoyed by all and every other the Daughter and Daughters of the Body of the said Lady *Mary Montague* begotten, severally and successively, one after the other, as they should be in Priority of Birth, and the Heirs Male of their respective Bodies issuing, the elder of such Daughters and the Heirs Male of her Body to be preferred and take before the younger of such Daughters and the Heirs Male of her Body; and for Default of such Issue then to continue, remain, be vested in and held and enjoyed by all and every Daughter and Daughters of every other Daughter of the said Duke of *Marlborough* to be begotten, severally and successively as they should be in Priority of Birth, and the Heirs Male of the respective Bodies issuing, the eldest Daughter of every such Daughter and the Heirs Male of her Body to be preferred and take before the younger of such Daughters and the Heirs Male of her Body, the Daughter and Daughters of the elder of such thereafter to be born Daughters, and the Heirs Male of her and their respective Bodies issuing, to be preferred and take in manner aforesaid before the Daughter and Daughters of the younger of such other born Daughters; and for Default of such Issue to all and every other the Issue Male and Female lineally descending of or from the said Duke of *Marlborough*, in such Manner and for such Estate as the same were therein-before limited to the before-mentioned Issue of the said Duke, it being intended and thereby enacted that the said

Honours

Honours should continue, remain, and be vested in all the Issue of the said Duke so long as any such Issue Male or Female should continue, and be held and enjoyed by them severally and successively in Manner and Form aforesaid, the elder and the Descendants of every elder Issue to be preferred before the younger of such Issue; and, to the Intent that the said Honor, Manor, and Park of *Woodstock* in the County of *Oxford*, and the House then erecting there called *Blenheim*, and the Hundred of *Wootton* in the said County, and all other the Manors, Messuages, Lands, Tenements, and Hereditaments which, in and by the said Letters Patent under the Great Seal of *England*, bearing Date the Fifth Day of *May* in the Fourth Year of Her then Majesty's Reign, were by Her Majesty, pursuant to the said Act of Parliament, granted to the said Duke of *Marlborough* and his Heirs, and the Advowsons thereby granted, might always go along and be enjoyed with the Titles, Honours, and Dignities aforesaid, as therein-after is mentioned, it was thereby further enacted, that the said Duke of *Marlborough* should stand and be seised of all the said Honor and Manor and Park of *Woodstock*, Manors, House, and Premises, granted by the said last-mentioned Letters Patent, for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease that the same should be and remain unto and be held and enjoyed by *Sarah* Duchess of *Marlborough*, Wife of the said Duke, for and during the Term of her natural Life, and from and after her Decease the same should be and remain unto and be held and enjoyed by the Heirs Male of the Body of the said Duke of *Marlborough* begotten, and for Default of such Issue then the same should be and remain unto and be held and enjoyed by all and every the Daughters of the said Duke of *Marlborough*, and the Heirs Male of their respective Bodies issuing, and all others, severally and successively, in such Manner as the said Titles, Honours, and Dignities aforesaid were therein-before expressed and limited to go and be enjoyed; and it was thereby further provided and enacted, that neither the said Duke of *Marlborough* or the Heirs Male of his Body, nor any of his Daughters or the Heirs Males of their Bodies, or any other Persons to whom the Manors should come or descend by virtue of the Limitations aforesaid, should have any Power, by Fine or Recovery, or any other Act, Assurance, or Conveyance in the Law, to hinder, bar, or disinherit any the Person or Persons to or upon whom the said Manor, House, Lands, Tenements, Hereditaments, or Premises were thereby vested or limited, from holding or enjoying the same according to the Limitations before in the said Act mentioned, other than and except such Leases as the said Duke and Duchess might make by virtue of the Powers therein-before mentioned, and such other Leases as Tenants in Tail might and were enabled to make by virtue of the Statute made in the Thirty-second Year of the Reign of King *Henry* the Eighth, and Grants of Lands or Tenements held by Copy of Court Roll according to the Customs of the respective Manors aforesaid, but all such Fines, Recoveries, Acts, Assurances, and Conveyances, other than such Leases and Grants by Copy as aforesaid, should be and were thereby declared and enacted to be void: And whereas the said *John* Duke of *Marlborough* and *Sarah* his Wife, and Lady *Harriet Godolphin* afterwards Duchess of *Marlborough*, departed this Life without Issue

Male:

Male: And whereas the said *Anne* Countess of *Sunderland* had Issue *Robert* Earl of *Sunderland*, who died without Issue, and *Charles*, afterwards Duke of *Marlborough*, her Second Son: And whereas the said *Charles* Duke of *Marlborough* died in the Year One thousand seven hundred and fifty-eight, leaving *George* late Duke of *Marlborough* his only Son, who left Issue *George* the late Duke of *Marlborough*: And whereas the said last-mentioned *George* Duke of *Marlborough* departed this Life on or about the Fifth Day of *March* One thousand eight hundred and forty, leaving *George* the now Duke of *Marlborough* him surviving, who, as such Duke of *Marlborough*, and as One of the Issue and Descendants of the said *John* Duke of *Marlborough*, is, under the Limitations in the said recited Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne*, become Tenant in Tail Male, or to him and the Heirs Male of his Body, or for such Estate as under the Limitations aforesaid he is entitled to in Possession of and in the said Honor, Manor, and Park of *Woodstock* (now more usually known and called by the Name of *Blenheim Park*), and other the Manors or reputed Manors, House, Messuages, Lands, Tenements, Hereditaments, and Premises so settled in and by the said recited Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne* as herein-before is mentioned: And whereas the said House formerly called *Blenheim* (now more usually known and called by the Name of *Blenheim Palace*), and the Buildings and Premises connected therewith, are in great Want of Repair, and require to be reinstated, and it is desirable that the same should be respectively repaired and reinstated forthwith: And whereas the Expences of repairing and reinstating the said House or Palace and Buildings, and the Premises connected therewith, in a proper Manner, have been estimated at the Sum of Twenty-five thousand Pounds, and the said *George* now Duke of *Marlborough* being wholly unable to furnish out of his private Means any Sum or Sums sufficient for such Repairs and Reinstatement, it is reasonable, under the Circumstances, that the same should be raised in the Manner herein-after mentioned: And whereas there is standing and growing in or upon Part of the aforesaid Park called or known by the Name of the *Little Park* a Quantity of Timber which has attained its full Growth, and is fit and proper to be felled, and which might be felled without Injury to the Ornament or Shelter of the said Park and Grounds: And whereas it has been estimated that the Sum of Ten thousand Pounds might be raised by the Sale of a Part of such Timber: And whereas it has been doubted whether the said *George* the now Duke of *Marlborough*, or any other Duke of *Marlborough* for the Time being, has, as such Tenant in Tail Male, or to him and the Heirs Male of his Body, or of such other Estate as under or by virtue of the said recited Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne* he is entitled to as aforesaid, has of his own Authority Power to cut such Timber as aforesaid for the Purpose of Sale: And whereas the said *George* the now Duke of *Marlborough* is desirous that such Doubt should be removed, and that such Power as is herein-after mentioned should be given to him the said *George* the now Duke of *Marlborough*, or other the Duke of *Marlborough* for the Time being, of raising any Sum not exceeding in the Whole Ten thousand Pounds, the said Sum (if any) so to be raised to be applied, at the Times and in Manner herein-after mentioned, in or towards the Payment off of the Sum of Twenty-five thousand Pounds to be raised by

Mortgage under the Powers of this Act in the Manner also herein-after mentioned: May it therefore please 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 *George* the now Duke of *Marlborough*, either from Time to Time or at any One Time, to borrow and take up at Interest in the Manner herein-after mentioned any Sum or Sums of Money not exceeding in the whole Twenty-five thousand Pounds, and as a Security for the Money so to be borrowed, by Indenture or Indentures, to be duly sealed and delivered, to demise all or any of the said Honor, Manor, and Park of *Woodstock* otherwise *Blenheim Park*, and other the Honors, Manors, Messuages, Lands, Tenements, Hereditaments, and Premises so settled by the said recited Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne* as aforesaid, or any or either of the same Hereditaments and Premises, except the said House called *Blenheim Palace*, and the Buildings connected therewith, to any Person or Persons, or Body or Bodies Politic or Corporate, who shall be willing to lend or advance the same, or to such Person or Persons as the Party lending or advancing the same may nominate or appoint, for any Term or Terms of Years, any thing in the said recited Act of the Fifth Year of the Reign of Her late Majesty Queen *Anne*, or in any other Act or Acts, or any Rule of Law whatsoever, to the contrary thereof in anywise notwithstanding; but every such Term so to be created or granted as aforesaid to be subject to a Proviso in such Mortgage or respective Mortgages to be contained for the Cesser thereof respectively on full Payment to the Person or Persons, Body or Bodies Politic or Corporate, who shall advance the same or any Part or Parts thereof, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, and such Interest as shall become due for the same; and all and every the Sum or Sums of Money so to be advanced or lent as aforesaid shall be paid to the Person or Persons, Body or Bodies Politic or Corporate, advancing or lending the same, at the Times and in the Manner herein-after mentioned; that is to say, the Interest thereof, or of so much thereof as from Time to Time shall remain unpaid, at such Rate as shall be agreed upon, to be paid by equal half-yearly Payments on the Days to be therein respectively appointed, and One Twenty-fifth Part of the Principal Money at the End of the Third Year from the Day of advancing or lending such Sum or Sums of Money respectively, and a like Part of the Principal Money at the End of each Year of the succeeding Years, until the whole of the Sum or respective Sums so to be advanced and lent as aforesaid shall be discharged; which Mortgage or Mortgages, when so made and enrolled as herein-after mentioned, shall bind every succeeding Duke of *Marlborough*, until the Principal Money, Interest, and Costs secured by such Mortgage or Mortgages respectively shall be paid off and discharged, as fully and effectually as if such Duke of *Marlborough* had made and executed the same.

Duke of Marlborough empowered to borrow 25,000*l.* on Mortgage of Woodstock Park, &c. except Blenheim Palace, notwithstanding 5 Ann. c. 3.

Mortgage to contain a Covenant for

II. And be it further enacted, That every such Mortgage shall contain a Covenant from the said *George* the now Duke of *Marlborough*,

for

for himself, his Heirs, Executors, and Administrators, to pay and keep down so much of the said Principal Money and Interest as shall become payable upon such Mortgage or Mortgages during the Term of his natural Life. Payment of Principal, &c.

III. Provided always, and be it further enacted, That whenever the Principal Money or Interest to be secured by any such Mortgage or Mortgages, or any Part thereof respectively, shall be in arrear and unpaid for more than Forty Days after the same respectively shall become due, it shall be lawful for the Mortgagee or Mortgagees, his or their Executors, Administrators, Successors, or Assigns, to recover the same respectively, or so much respectively as shall be then due, and the Costs and Charges attending the Recovery thereof, by Distress and Sale, in such Manner as Landlords may recover Rents reserved upon Leases for Years. Principal, &c. in arrear how to be recovered.

IV. Provided always, and be it further enacted, That from and after the Decease of every successive Duke of *Marlborough* no Person or Persons, Body or Bodies Politic or Corporate, shall, under or by virtue of any such Mortgage or Mortgages as aforesaid, or of any thing in this Act contained, be entitled to recover, as against the said Honor, Manors or reputed Manors, Hundred, Park, Messuage or Tenement, Lands, Hereditaments, and Premises, or any of them, or any Part or Parts thereof respectively, any more than One Year's Arrear of Interest which may have accrued before such Decease upon any Principal Sum to be secured by and for the Time being due and owing upon such Mortgage or Mortgages, or more than One Instalment of Principal Money which shall have fallen due before such Decease. After the Decease of every successive Duke of Marlborough only One Year's Arrear of Interest to be recovered.

V. Provided always, and be it further enacted, That every such Mortgage as aforesaid shall contain a Proviso on the Part of the Mortgagee or respective Mortgagees for the quiet Possession and Enjoyment by the said *George* the now Duke of *Marlborough*, and every successive Duke of *Marlborough*, of the Hereditaments comprised in such Mortgage, and of the Rents, Issues, and Profits thereof, until Default shall be made by him or them respectively in Payment of the Interest and Principal Monies secured by such Mortgage, or some Part thereof, at the Time and in manner in such Mortgage mentioned for Payment thereof respectively. Mortgage to contain a Proviso for quiet Possession by the Dukes of Marlborough.

VI. Provided nevertheless, and be it further enacted, That, notwithstanding any such Mortgage or Mortgages as aforesaid, it shall be lawful for the said *George* the now Duke of *Marlborough*, and every other Duke of *Marlborough* for the Time being, from Time to Time to make such Contracts and Agreements for granting Leases and such Leases, either under any existing Power or under any Power to be hereafter created, or otherwise howsoever, as he or they might have made in case this Act and the said Mortgage or Mortgages had not been passed or made, and such Mortgage or Mortgages shall also be subject to the Effect of all such Contracts and Agreements for Leases and of all such Leases as have been already lawfully made; and the Rent or Rents to be reserved upon every such Contract, Agreement, or Lease as Power of leasing not to be affected by Mortgage.

as shall or may be made or granted after any such Mortgage or Mortgages as aforesaid shall have been executed shall enure to the same Person, and shall be recoverable, as if such Contract, Agreement, or Lease had been made and entered into previously to the Execution of such Mortgage or Mortgages.

One Twenty-fifth Part of the Principal Money to be paid every Year after the Third Year, &c.

VII. And be it further enacted, That the said *George* the now Duke of *Marlborough*, and every succeeding Duke of *Marlborough* for the Time being, shall be and he and they is and are hereby required to pay and discharge yearly at the End of the Third Year from the making of such Mortgage or Mortgages respectively, and at the End of each Year of the succeeding Years, One Twenty-fifth Part of the Principal Money thereby to be respectively secured, until the whole of such Money shall be discharged, and also from Time to Time to pay the Interest which shall become due on such Principal Money, or on such Part thereof as for the Time being shall remain unpaid; and in case the Duke of *Marlborough* for the Time being shall be an Infant, then such Principal Money and the Interest thereof respectively herein-before required or directed to be paid and discharged in manner aforesaid may be recoverable by such Mortgagee or Mortgagees as aforesaid, and his and their Heirs, Executors, Successors, or Assigns, as the Case may be, as if such infant Duke of *Marlborough* had been capable of entering into and had actually entered into a Covenant or Covenants with such Mortgagee or Mortgagees, binding himself, his Heirs, Executors, and Administrators, for the Payment thereof respectively.

Providing for Payment of Portion of Interest due on Decease of every successive Duke of Marlborough.

VIII. Provided always, and be it further enacted, That upon the Decease of every successive Duke of *Marlborough* which shall happen before such Mortgage or Mortgages shall be discharged, the Heirs, Executors, or Administrators of the Duke of *Marlborough* who shall have then last departed this Life shall pay so much of the half-yearly Payment of Interest upon the Principal Money secured by any such Mortgage or Mortgages, accruing and not actually accrued due at the Time of his Decease, as shall be in proportion to the Time which such Duke of *Marlborough* shall have lived of the then current Half Year, and shall also, in case such Decease shall happen after the Expiration of the Second Year from the Date of such Mortgage or Mortgages respectively, pay so much of the annual Instalment which shall become due next after such Decease of every Principal Sum so to be secured as aforesaid as shall be in proportion to the Time which such Duke of *Marlborough* shall have lived of the then current Year.

No Preference among Mortgagors.

IX. And be it further enacted, That if the said Sum of Twenty-five thousand Pounds herein-before authorized to be charged shall be raised by more than One such Mortgage as aforesaid, and the Whole or any Part of the said Manors, Hereditaments, and Premises shall be comprised in Two or more such Mortgages as aforesaid, all Persons, Bodies Politic or Corporate, to whom such respective Mortgages shall be made, and those claiming by, from, through, or under such respective Mortgages, shall be equally entitled, one with the other, to the Premises comprised in such Mortgages, according

to

to the respective Sums advanced, without any Preference by reason of the Priority of Date of any such Mortgage, or on any other Account whatsoever.

Indentures to be enrolled in Chancery.

X. And be it further enacted, That no Indenture or Indentures, whereby any of the said Hereditaments and Premises are charged, or attempted or sought to be charged, under or by virtue of the Powers and Authorities of this Act, shall be of any Force or Virtue unless and until the same shall be respectively enrolled in Her Majesty's High Court of Chancery.

Dukes of Marlborough empowered to sell Timber to the Amount of 10,000*l.* under certain Restrictions.

XI. And be it further enacted, That it shall and may be lawful to and for the said *George* the now Duke of *Marlborough*, and any other Duke of *Marlborough* for the Time being, if of full Age, and his Agents and Workmen, from Time to Time, at any Time or Times after the passing of this Act, to mark, allot, and set out, or cause to be marked, allotted, and set out, any of the said Timber and Timberlike Trees which shall be standing and growing in or upon the said Part of the said Park of *Woodstock* otherwise *Blenheim Park* called the *Little Park*, and at their full Growth and Height of Improvement, or in a State of Decay or proper to be cut down for the Improvement of other Timber, and which, in the Judgment of the Right Honourable *Cropley Ashley* Earl of *Shaftesbury*, the Right Honourable Sir *James Graham* of *Netherby* in the County of *Cumberland*, Baronet, and *William Whateley* of the *Inner Temple*, Esquire, Barrister at Law, or of their Surveyor duly appointed by them for the Purpose, and the said *George* now Duke of *Marlborough* or any other Duke of *Marlborough* for the Time being, may be cut down and felled without Injury to the Appearance of the said Part of the said Park of *Woodstock* otherwise *Blenheim Park* called the *Little Park*, and by felling and cutting down, or causing to be felled and cut down, such Timber and Timberlike Trees so to be marked, allotted, and set out, or a competent Partt hereof, and by felling and disposing of, or causing to be sold and disposed of, the Timber and Timberlike Trees so to be felled and cut down, to levy and raise any Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, any thing in the said recited Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne*, or any Act or Acts, or Rule or Law whatsoever, to the contrary thereof in anywise notwithstanding, but so nevertheless that no such marking, allotting, setting out, cutting down, and felling, or Sale, as aforesaid, shall be made without the Concurrence and Approbation of the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, such Concurrence and Approbation to be signified by them in such Manner as to them shall seem most convenient and proper, and so that no greater or larger Quantity of Timber shall be cut, felled, and sold as aforesaid in any One Year than shall produce or be sufficient to produce by the Sale thereof the Sum of One thousand Pounds; and all and singular the Sum and Sums of Money to be produced by such Sale or Sales of Timber (if any) as aforesaid shall be paid and applied in or towards the Payment of any Principal Debt or Sum for the Time being due and owing upon any such Mortgage or Mortgages as aforesaid.

How Money raised by Mortgage to be applied.

XII. And be it further enacted, That all and every Sum and Sums of Money to be raised by such Mortgage or Mortgages as aforesaid shall be paid into the Hands of the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, and shall be paid and applied by them in manner and for the Purposes herein-after mentioned; and it shall and may be lawful to and for the said *George* the now Duke of *Marlborough*, or in case of his Death before the Repairs and Reinstatements hereby respectively authorized to be made and executed shall have been completed, then to and for the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, after the Decease of the said *George* now Duke of *Marlborough*, from Time to Time to enter into any Contract or Contracts with proper Persons for such Repairs and Reinstatements, or any of them, and also to rescind or vary any such Contract or Contracts, or otherwise to order and direct such Repairs and Reinstatements, or any of them, to be made, done, and executed, but so nevertheless that no such Contract or Contracts which shall or may hereafter be entered into by the said *George* now Duke of *Marlborough* shall be so entered into or rescinded, or altered or varied, without the Concurrence and Approbation of the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, to be signified by Writing under their Hands, and so that such Repairs and Reinstatements as have been or shall or may be hereafter otherwise ordered or directed by the said Duke, under the Powers or Authorities of this Act, shall be such as shall be approved of by the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, such Approbation to be signified by some Writing under their Hands; and the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley* shall and may pay and apply the Monies coming to their Hands under or by virtue of this Act according to the Terms of such Contract or Contracts as aforesaid (if any), or of any Contract or Contracts (if any) already made by the said Duke of *Marlborough* (if they the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley* shall approve of the Terms of such Contract or Contracts, such Approbation to be signified as aforesaid); or otherwise the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley* shall and may, at their Discretion, pay and apply such Monies in or towards the Costs, Charges, and Expences of any such Repairs and Reinstatements as have been already or shall or may hereafter be ordered or directed by the said *George* the now Duke of *Marlborough*, and approved of by them the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley* as aforesaid, or in any way consequent thereon or connected therewith, or incident or in anywise relating thereto, and in such Manner as they shall in their entire Discretion think fitting and proper; and the Care and Execution of any such Contract or Contracts as aforesaid, or of such Repairs as may be otherwise ordered, directed, and approved of as aforesaid, shall be under the Superintendence of the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, or of their Surveyor, to be appointed by them for the Purpose; and if any Balance shall remain in the Hands of the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, after such Payments as aforesaid, the same shall be paid in discharge of the Principal Debt or Sum secured by any such Mortgage or Mortgages, so far as such Balance shall extend to pay, and so as to reduce pro-

portionably

portionably the annual Instalment of such Debt or Sum, or any such Debts or Sums, or such of the said Instalments as shall not have fallen due; and the Receipt or Receipts in Writing of the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, for any Money payable to them or him, under or by virtue of this Act, shall be a good and sufficient Discharge or good and sufficient Discharges for the same, and that the Person or Persons to whom such Receipt or Receipts shall be respectively given shall not be answerable or accountable for the Loss, Misapplication, or Nonapplication, or be in anywise bound or concerned to see to the Application of the Money in such Receipt or Receipts respectively acknowledged to be received.

In case of Death of Persons appointed to carry this Act into execution, Court of Chancery may appoint other Persons in their Stead.

XIII. Provided always, and be it further enacted, That if at any Time or Times before all the Purposes of this Act shall have been carried into execution the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, or any or either of them, or any other Person or Persons who may be appointed under this present Power, shall die, or decline or become incapable to act, or desire to be discharged from acting in the Execution of the Purposes of this Act, then and so often as the same shall happen it shall be lawful for Her Majesty's High Court of Chancery, in a summary Way, upon the Petition of the said *George* the now Duke of *Marlborough*, or of any other Duke of *Marlborough* for the Time being, or if he shall be under Age, then of his Guardian or Guardians for the Time being, to nominate or appoint any other Person or Persons in the Stead or Place of them the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, or of such One or more of them, or of such other Persons, or of such One or more of such other Persons, who shall so die, or decline or become incapable to act, or desire to be discharged; and such Person or Persons so to be nominated shall and may act or concur in acting in the Execution of the Purposes and Powers of this Act, with such and the same Powers, and in such and the same Manner, and shall have such and the like Discretion in all Things, as if he or they had originally and by this Act been nominated and appointed for the Purposes aforesaid; and it shall also be lawful for the said Court of Chancery to make such Orders or Directions as may be thought necessary or proper, for the Purpose of vesting or effecting the Investment of the Funds and Monies, if any, for the Time being remaining unexpended for the Purposes of this Act, in the Person or Persons so to be appointed as aforesaid, jointly with the Survivors or Survivor, others or other of them, the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, or such other Person or Persons as aforesaid, and such other Orders and Directions as the Circumstances of the Case may require; and that the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, and the Person or Persons to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of this Act, and of the Trusts hereby in them reposed, notwithstanding their or any of their 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

shall not be answerable or accountable for the other or others of them or for involuntary Losses; and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands under or by virtue of this Act, to retain to and reimburse themselves respectively, and also to allow to the other or others of them respectively, all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trust or in relation thereunto.

In case of Death of One of the Parties so appointed, Survivors to continue to act for Four Months.

XIV. Provided always, and be it further enacted, That in case of the Death of any one of them the said Earl of *Shaftesbury*, Sir *James Graham*, and *William Whateley*, before the Purposes of this Act, as far as respects them, shall have been completed and fulfilled, it shall and may be lawful to and for the Survivors of them to continue to act in and for the same Purposes during the Space of Four Calendar Months from the Date of such Death, as fully to all Intents and Purposes as if the one of them so dying had been still living and continuing to act jointly with the others of them in and for the same Purposes.

Act may be amended this Session.

XV. And be it further enacted, That this Act may be amended or repealed by any Act to be passed in this present Session of Parliament.

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