CHAPTER 2.

An Act to enable the Trustees of the Will of Joseph Chadwick, late of Cinder Hills, in Mirfield, in the county of York, gentleman, deceased, to sell all or any part of the real estates subject to the trusts of the said Will, and to lay out the purchase moneys in the discharge of incumbrances or in the purchase of other estates in England or Wales, and to grant leases of any part of the said estates for the time being unsold; and for other purposes. [16th July 1874.]

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Will of Joseph Chadwick, dated 30th Dec. 1867.

WHEREAS Joseph Chadwick, late of Cinder Hills, in Mirfield, in the county of York, gentleman, deceased, duly made and executed his will, dated the 30th day of December 1867, and thereby, after devising unto his wife, Sarah Anne Chadwick, all his estate at Mirfield aforesaid, called Cinder Hills, with the appurtenances, and also all his household goods and furniture, plate, linen, and china, live and dead stock, to hold to her, her heirs and assigns, the testator gave and devised unto his said wife, his brother Benjamin Chadwick, and his nephews Samuel Jackson (since deceased) and Samuel Joseph Chadwick all other his real and personal estates of what nature, kind, or quality soever which he might be possessed of or entitled to at the time of his decease, upon the following trusts, and subject to the payment of all his debts, and the following legacies; (that was to say,) the testator gave his said wife, and to each of his brothers and sisters, the legacy or sum of two thousand pounds; and he directed that in case any of his said brothers or sisters should have departed this life leaving lawful issue, that the legacy given to him, her, or them should go to such issue if more than one in equal shares, and if but one then to such one or only child; and the testator directed that the children of his said brother Benjamin then or thereafter to be born to him by his then present wife, Maria, should take and participate in the bequest given to him with the children by his first marriage, notwithstanding any law, custom, or decision to the contrary; and after payment of all the

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testator's said debts and legacies, upon trust to pay unto the testator's said wife the rents, interest, and proceeds of his said estates for the maintenance of herself and children for and until the youngest of them should have attained the age of twenty-one years, and on the youngest of them attaining that age, then upon trust, if his said trustees should think proper, to sell and dispose of his said real estates, and call in and convert into money his said personal estate, and after payment of all costs and expenses to pay unto his said wife the sum of twelve thousand pounds for her own use and benefit, and to pay and divide the residue of such money unto and amongst all his said children, and the issue of such of them as might be dead, in equal shares; and the testator directed that in case all his said children should happen to die before attaining the age of twenty-one years and without leaving lawful issue, then that all his said residuary estates should go to his said wife and to his said brothers and sisters and their issue in the same manner as he had directed the said legacies to be given to them; and the testator thereby appointed his said wife and his said brother Benjamin, and his nephews Samuel Jackson and Samuel Joseph Chadwick, guardians of his said children and trustees of that his will; and the testator gave and bequeathed all estates vested in him on any trust, or by way of mortgage, and which he had power to dispose of by that his will, and their appurtenances, unto his said trustees, their heirs, executors, administrators, and assigns, according to the nature and quality thereof respectively, upon trust to hold or dispose of the same in the manner in which they ought to be held or disposed of pursuant to the said trusts, and upon payment of the money secured on mortgage to convey or assign the estate in mortgage to the person or persons entitled thereto for the time being; and the testator declared that the money secured on such mortgages should be considered and taken as part of his personal estate; and the testator gave to each of his said trustees the sum of one hundred pounds, for the loss of time and trouble in carrying out the trusts of that his will; and he declared that they should not be answerable one for another, nor for involuntary losses in the execution of the trusts of that his will, and thereby revoking all former wills, the testator declared that to be his last will and testament:

Codicil, dated 15th May 1873.

And whereas the said Joseph Chadwick, the testator, duly made and executed a codicil dated the fifteenth day of May one thousand eight hundred and seventy-three to his said will, and thereby, after a bequest to his governess, Sarah Handcock, and to his servant, Catherine Palframan, of the sum of one hundred pounds each, and after directing the same to be paid to them free from all duty and other charges, the testator thereby nominated, constituted, and

appointed his nephews, Samuel Chadwick Hepworth, therein called Samuel Hepworth, and Thomas Lang Chadwick, both of Dewsbury, executors of his last will and testament in the place and stead of his nephew, Samuel Jackson, deceased, who was appointed one of his executors, and in addition to the two executors who were then living, and gave to each of them the sum of one hundred pounds for their loss of time and trouble in the execution of the trusts of his said will:

Death of testator, 24th July 1873.

And whereas the said testator, Joseph Chadwick, died on the twenty-fourth day of July one thousand eight hundred and seventy-three without having revoked or altered his said will, save so far as the same was varied by the said codicil, and without having revoked or altered the said codicil, and the said will and codicil were on the twenty-second day of August one thousand eight hundred and seventy-three duly proved in the district registry at Wakefield of Her Majesty's Court of Probate by the said Sarah Anne Chadwick (the widow of the said testator) and the said Benjamin Chadwick, Samuel Joseph Chadwick, Samuel Chadwick Hepworth, and Thomas Lang Chadwick:

Children of testator.

And whereas the said testator left him surviving four children, and no more; (that is to say,) Susan Chadwick, Albert Chadwick, Caroline Chadwick, and Samuel Thomas Chadwick, all of whom are still infants, having been born, the said Susan Chadwick on the nineteenth day of March one thousand eight hundred and sixty-one, the said Albert Chadwick on the twenty-first day of February one thousand eight hundred and sixty-three, the said Caroline Chadwick on the twelfth day of October one thousand eight hundred and sixty-five, and the said Samuel Thomas Chadwick on the fifteenth day of May one thousand eight hundred and sixty-nine:

Brothers and sisters of testator.

And whereas there were eight brothers and sisters of the said testator, and no more, namely, Hannah Chadwick, Rachel Chadwick, John Chadwick, Sarah Chadwick, Mary Chadwick, Martha Chadwick, Frances Chadwick, and Benjamin Chadwick, all of whom (with the exception of the said Hannah Chadwick) are still living:

Marriage and issue of Hannah Chadwick.

And whereas the said Hannah Chadwick intermarried on the third day of April one thousand eight hundred and twenty-three with John Jackson (who predeceased her in the year one thousand eight hundred and forty-six), and died on the thirtieth day of September one thousand eight hundred and sixty-one, having had issue six children, and no more, namely, Samuel Jackson, who died on the fifth day of May one thousand eight hundred and seventy, Sarah Jackson, who died on the first day of April one thousand eight hundred and thirty-one, in early infancy, Mary Jackson, who is still living, and who intermarried on the twentieth day of August

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one thousand eight hundred and fifty-three with Edwin Stapleton Firth (who died on the fourth day of October one thousand eight hundred and fifty-four), and Abraham Jackson, Joshua Jackson, and John Jackson, all of whom are still living:

Marriage of Rachel Chadwick with James Firth.

And whereas the said Rachel Chadwick intermarried on the third day of April one thousand eight hundred and twenty-three with James Firth, who has since died on the twenty-eighth day of June one thousand eight hundred and seventy-two:

Marriage of Martha Chadwick with Thomas Fox.

And whereas the said Martha Chadwick intermarried on the twenty-seventh day of February one thousand eight hundred and thirty-four with Thomas Fox, who is still living:

Marriage of Frances Chadwick with Benjamin Hepworth.

And whereas the said Frances Chadwick intermarried on the eighteenth day of November one thousand eight hundred and forty-five with Benjamin Hepworth, who is still living:

Description of real estate of testator.

And whereas the said testator was at the time of his death seised of or entitled to inter alia the following real estate; (that is to say,)

(1.) Two freehold farms known respectively as Thwaite Bridge and Collier Holme, situate in the parish of Aysgarth in the county of York, and containing together seven hundred and one acres one rood six perches, or thereabouts:

(2.) A plot of freehold building land, forming part of a close, known as Brick Pond Close, situate at Staincliffe Road, in Dewsbury in the county of York, and containing thirteen thousand three hundred square yards or thereabouts:

(3.) A plot of freehold building land, situate near Vicarage Road, in Dewsbury aforesaid, containing fifty-four square yards or thereabouts, being the residue remaining unsold at the testator's death of a larger plot of land, conveyed to him in the year one thousand eight hundred and forty-four:

(4.) Two freehold plots of land containing respectively one thousand three hundred and sixty square yards, and one thousand one hundred and twenty-seven square yards, together with the three messuages and dwelling-houses standing thereon, and situate at Parkfield, Birkenhead, in the county of Chester:

(5.) Two plots of freehold land with an inn and a cottage standing thereon, situate in or near Bridge Street and Cleveland Street, Birkenhead aforesaid, and containing together sixteen thousand three hundred and eighty-seven square yards, or thereabouts:

Expediency of trustees being empowered to grant agricultural leases.

And whereas it is very desirable and would be greatly for the benefit of all parties interested under the testator's said will that the trustees thereof should have power to grant agricultural leases:

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Suit of Chadwick v. Chadwick.

And whereas a suit of Chadwick v. Chadwick, 1873, C. No. 287, wherein the said Susan Chadwick, Albert Chadwick, Caroline Chadwick, and Samuel Thomas Chadwick, the infant children of the said testator, by Charles Oldroyd, their next friend, were plaintiffs, and the said Sarah Anne Chadwick, Benjamin Chadwick, Samuel Joseph Chadwick, Samuel Chadwick Hepworth, and Thomas Lang Chadwick were defendants, was on the eighteenth day of December one thousand eight hundred and seventy-three instituted in the High Court of Chancery for the administration of the real and personal estate of the said testator, and for other purposes therein appearing, and the said suit is still pending in the said court:

Decree, dated 20th Dec. 1873.

And whereas by the decree made in the said suit of Chadwick v. Chadwick on the twentieth day of December one thousand eight hundred and seventy-three the usual administration accounts and inquiries were directed to be taken and made, and also an inquiry whether it would be fit and proper and for the benefit of the plaintiffs in the said suit that an application should be made to Parliament by the defendants thereto, the said Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, the trustees of the will of the said testator, to authorise sales and leases of the testator's real estate:

Order of Court, 28th April 1874.

And whereas by an order made in the said suit of Chadwick v. Chadwick on the twenty-eighth day of April one thousand eight hundred and seventy-four, upon the application of the said Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, after stating that it appeared to the satisfaction of the judge that it would be for the benefit of the infant plaintiffs in the said suit that an application should be made to Parliament by the defendants thereto, the said Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, the trustees of the will of the said testator Joseph Chadwick, to authorise sales and leases of the testator's real estates, it was ordered that the applicants, the said Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, should be at liberty to apply to Parliament for an Act authorising sales and leases of the testator's real estates, and that a draft of a Bill for that purpose should be settled by the judge:

Certificate of chief clerk, 8th May 1874.

And whereas the chief clerk of His Honour the Master of the Rolls (the judge to whose court the said suit of Chadwick v. Chadwick is attached), in pursuance of the said recited decree, made a certificate in the said suit on the eighth day of May one thousand eight hundred and seventy-four, and thereby certified (inter alia) that the draft of a Bill to be submitted to Parliament for an Act, to be intituled "An Act to enable the trustees of the will of Joseph

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" Chadwick, late of Cinder Hills, in Mirfield, in the county of York, " gentleman, deceased, to sell all or any part of the real estates, sub- " ject to the trusts of the said will, and to lay out the purchase " moneys in the discharge of incumbrances, or in the purchase of " other estates in England or Wales, and to grant leases of any part " of the said estates for the time being unsold; and for other pur- " poses," had been settled and approved by the judge, and was identified by his signature in the margin thereof, and that the several instruments, statements, facts, and events recited in the preamble of such draft Bill, before the recital of the now being stated certificate had been proved in the said suit, and the said certificate was afterwards approved by the Master of the Rolls, and was filed, and became absolute:

Now, therefore, Your Majesty's most dutiful and loyal subjects, Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, 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, as follows:

Short title.

1. This Act may be cited for all purposes as "Chadwick's Estate Act, 1874."

Interpretation of terms.

2. In this Act the words and expressions following have the meanings following, unless excluded by the subject or context; (that is to say,)

The expression "the trustees" means and includes the said Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, and the survivors and survivor of them, and other the persons and person who are and is from time to time the trustees and trustee for the time being of the said will of the said testator, Joseph Chadwick:

The expression "youngest child" means the youngest child for the time being of the said testator, Joseph Chadwick:

The words "settled estates" include the hereditaments now subject to the trusts of the will of the said testator, Joseph Chadwick, and also all such hereditaments (if any) as shall be purchased under the provisions of this Act and settled and assured, or subject to be settled and assured, upon the trusts of the said will.

Power to trustees to sell and exchange settled estates.

3. It shall be lawful for the trustees from time to time, and at any time hereafter, before the youngest child shall have attained the age of twenty-one years, to sell or exchange for other manors, lands, or hereditaments in England or Wales all or any of the

settled estates, or any portion thereof, and upon any such exchange to give out of any trust moneys under the said will, or receive any money for equality of exchange, and to make any such sale as aforesaid, either by public auction or private contract, and to insert any special or other stipulations as to title or evidence, or commencement of title or otherwise, in any conditions of sale or contract for sale or exchange of the said premises, or any part thereof, and to buy in, or rescind, or vary any contract for sale or exchange, and re-sell or re-exchange, without being responsible for any loss occasioned thereby, and to make any such sale or exchange, either subject or not subject to the exception and reservation of all or any of the mines, minerals, coals, quarries, stones, clay, sand, and substances in, under, or upon the settled estates so sold or exchanged, and either with or without such liberties, powers, privileges, wayleaves, and easements for searching for, working, getting, and disposing of the same mines, minerals, coals, quarries, stones, clay, sand, and substances, or otherwise in relation thereto, as to the trustees may seem fit, and to sell and exchange all or any such mines, minerals, coals, quarries, stones, clay, sand, and substances apart from or without or with part only of the surface, and with any such liberties, powers, privileges, wayleaves, and easements for any of the purposes aforesaid as to the trustees may seem fit; and the purchaser or purchasers, or person or persons, taking under any sale or exchange may be required to enter into any covenants or submit to any restrictions of any description which the trustees may deem beneficial to the property retained or taken in exchange or any part thereof, or otherwise expedient, and the assurance of the premises sold or exchanged may be made in such manner and form as may be expedient for giving effect to every or any such exception, reservation, or restriction.

Power to lease settled estates for twenty-one years.

4. It shall be lawful for the trustees from time to time, and at any time hereafter, before the youngest child shall have attained the age of twenty-one years, by deed to demise and lease all or any of the settled estates, or any portion thereof, for any term of years not exceeding twenty-one years, to take effect in possession or within six calendar months after the date of the lease, so as there be reserved in every such lease the best yearly rent or rents that can with reference to repairs or improvements by tenants or other the circumstances of the case be reasonably gotten, to be made payable half-yearly or oftener, without taking anything in the nature of a fine or premium, (but in case under this power any lease shall be made on the surrender of a former lease, the value of the lessee's interest under such surrendered lease may be taken into account in fixing the

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terms of the new lease,) and so as there be contained in every such demise or lease a condition for re-entry on non-payment of the rent for a period not less than twenty-eight days after it becomes due, and either after demand made on the premises or otherwise, as shall be thought fit, and so as the lessee or lessees do execute a counterpart thereof, and do thereby covenant for the due payment of the rent or rents thereby reserved, and be not made dispunishable for waste save in respect of repairs or improvements as aforesaid.

Power to grant building, repairing, and improving leases.

5. It shall be lawful for the trustees from time to time, and at any time hereafter, before the youngest child shall have attained the age of twenty-one years, by deed to demise and lease any part of the settled estates to any person or persons who shall improve the same by erecting or building thereon any new house, erection, or building, or by rebuilding, repairing, enlarging, or improving any house, erection, or building then standing thereon, or shall covenant or agree so to do within two years after the date of such lease, and either with or without power to remove buildings or cut down trees as shall be thought fit for any term of years not exceeding ninety-nine years, to take effect in possession or within six calendar months after the date of the lease, so as there be reserved on every such lease the best yearly rent or rents that can be reasonably gotten, to be made payable half-yearly or oftener, without taking anything in the nature of a fine or premium, (but in case under this power any lease shall be made on the surrender of a former lease, the value of the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease,) and so as there be contained in every such lease a condition for re-entry on non-payment of the rent for a period not less than twenty-eight days after it becomes due, and either after demand made on the premises or otherwise, as thought best, and so as the lessee or lessees do execute a counterpart thereof, and do thereby covenant for the due payment of the rent or rents thereby reserved, and be not made dispunishable for waste save with reference to the terms of the lease as aforesaid: Provided always, that a peppercorn rent, or any smaller rent than the rent to be ultimately made payable, may be made payable during all or any part of the first five years of any such term as last aforesaid.

Power to grant mining leases.

6. It shall be lawful for the trustees from time to time, and at any time hereafter, before the youngest child shall have attained the age of twenty-one years, by deed to demise and lease all or any of the mines, minerals, coals, quarries, stones, clay, sand, and substances in, under, or upon the settled estates, or any part thereof,

either with or without any messuages, buildings, lands, or hereditaments convenient to be held with the same respectively, and either with or without the surface of the lands in or under which the same, or any part thereof, respectively shall be, and whether the same have or have not been hitherto opened or worked, and either with or without power to erect buildings and works on any such surface land for the purpose aforesaid, for any term of years not exceeding sixty years, to take effect in possession or within six calendar months after the date of the lease, together with all such liberties, licenses, powers, and privileges for searching for, working, getting, washing, smelting, burning, rendering merchantable, carrying away, and disposing of the said mines, minerals, coals, quarries, stones, clay, sand, and substances as to the trustees shall seem expedient, so as there be reserved on every such lease the best rents, tolls, duties, royalties, or reservations by the acre, the ton, or otherwise that can be reasonably gotten, to be made payable at such times and in such manner as the trustees shall think fit, without taking anything in the nature of a fine or premium, (but in case under this power any lease shall be made on the surrender of a former lease, the value of the lessee's interest under such lease may be taken into account in fixing the terms of the new lease,) and so as there be contained in every such lease a condition for re-entry on non-payment or non-delivery within a reasonable time, or after reasonable demand to be therein specified, of the rents, tolls, duties, royalties, or reservations thereby reserved, and so as the lessee or lessees do execute a counterpart thereof, and do thereby covenant for the due payment or delivery of the rents, tolls, duties, royalties, or reservations thereby reserved: Provided always, that the reservation of rents, tolls, duties, or royalties, the amount of which shall vary with or according to the acreage worked, or the minerals, coals, stones, clay, sand, or substances gotten, shall not be taken to be in the nature of a fine or premium.

Covenant to be contained in lease.

7. Subject and in addition to the conditions herein-before mentioned, every lease granted under or by virtue of this Act, or any of the powers herein contained, shall or may contain such covenants, conditions, and stipulations as the trustees shall in their discretion deem expedient with reference to the special circumstances of the demise.

Surrender of lease.

8. Any leases now subsisting in respect of any part of the settled estates, and any leases granted under or by virtue of this Act, or any of the powers herein contained, may be surrendered either for the purpose of obtaining a renewal of the same or not, and the powers to grant leases conferred by this Act shall extend to

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authorise new leases of the whole or any part of the hereditaments and premises comprised in any surrendered lease.

Preliminary contracts.

9. The powers to grant leases conferred by this Act shall extend to authorise preliminary contracts to grant any such leases, and any of the terms of such contracts may be varied in the leases or before the granting thereof by the trustees, and the trustees shall have power from time to time at their discretion to purchase the interest of any tenant or tenants of the settled estates, either under any lease or contract, or in any plant, stock, or materials relating thereto or to the premises comprised therein, for the purpose of granting any further lease or entering into any contract with reference thereto, and any moneys subject to the trusts of the said testator's will may be applied by the trustees for that purpose.

Investment and application of rent in case of mining, &c. leases.

10. In every case where a lease is granted or contract for a lease entered into under or by virtue of this Act, or any of the powers herein contained, of any mines, minerals, coals, quarries, stones, clay, sand, or substances in, under, or upon the settled estates, or any part thereof, three equal fourth parts of the whole rents, tolls, duties, royalties, or other payments reserved by such lease shall be from time to time set aside and applied or invested by the trustees as herein-after mentioned, and the remaining one equal fourth part of such rents, tolls, duties, royalties, or other payments shall be received and applied as annual income of the settled estates under the said will.

Application of moneys received on sale and exchange or invested.

11. All moneys received on any sale or exchange effected under or by virtue of this Act, or any of the powers herein contained, and all moneys to be set aside out of the rents, tolls, duties, royalties, or other payments reserved on any lease of mines, minerals, coals, quarries, stones, clay, sand, or substances as aforesaid, shall be applied by the trustees, with the approval and under the direction of the Court of Chancery in the said suit of Chadwick v. Chadwick during the continuance thereof, to some one or more of the following purposes; (namely,)

(*a.*) The purchase or redemption of the land tax, or the discharge or redemption of any incumbrance affecting the hereditaments in respect of which such moneys were paid, or any part thereof, or affecting any other part of the settled estates; or

(*b.*) The purchase of other freehold hereditaments in England or Wales, to be held upon the trusts declared in the said will of the said testator, Joseph Chadwick, concerning the estates thereby devised to his said trustees, or such of them as shall be then subsisting:

(*c.*) The payment of all expenses attending the obtaining this Act, or the carrying the same into effect, or such part thereof as the Court of Chancery may order to be paid, such costs to be taxed or moderated as the said court may direct:

(*d.*) The payment to any person becoming absolutely entitled thereto, subject or without prejudice as aforesaid.

Provision for interim investment.

12. Until the moneys referred to in the last preceding section can be applied as aforesaid, the same shall, with the approval and under the direction of the court as aforesaid, be from time to time invested in or upon any stocks, funds, shares, or securities by law or the rules of the Court of Chancery authorised as an investment for trustees, and the interest, dividends, and income thereof shall be paid to the persons or person who would have been entitled to the rents and profits of the land if the money had been invested in the purchase of land.

Receipts of trustees sufficient discharges.

13. Every receipt in writing of the trustees shall be an effectual discharge for any money which shall be paid to them under or by virtue of this Act, or any of the powers herein contained, and the persons or person taking such receipt shall not be bound to see or inquire as to the application, or be answerable for the loss, misapplication, or non-application of the moneys which in such receipt or receipts shall be expressed to be received, or be concerned to see or inquire whether the preamble of this Act is correct.

Saving power of sale contained in will.

14. Except as aforesaid, this Act shall not, nor shall anything herein contained, operate or be deemed to operate so as in anywise to annul, destroy, impair, prejudice, or affect the trust or power of sale contained in the said will, and exerciseable on the youngest child attaining the age of twenty-one years, or any of the trusts, powers, limitations, provisoes, directions, declarations, or purposes of the said will, but so, nevertheless, as wholly to suspend or override the same, and every of them, during the continuance of and for the purpose of giving full effect to the powers and provisions of and created by this Act.

As to consent of Abraham Jackson.

15. And whereas the said Abraham Jackson is abroad, and his consent to this Act has not been proved; therefore this Act shall not be of any effect as against him or his real or personal representatives or issue, or any person claiming through or under him as entitled to the real estates of the testator, or the sale proceeds thereof, in the event of all the children of the testator dying under the age of twenty-one years and without leaving lawful issue, or any of them, unless or until he signifies his consent to this Act by

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writing under his hand, attested by at least one witness, and the writing be enrolled in the High Court of Chancery within three years after the passing of this Act; and after the enrolment of the consent it shall be deemed part of this Act, and be as binding and conclusive upon him and his real and personal representatives and issue, and all persons claiming through or under him as aforesaid, as if the consent had been obtained before the passing of this Act, and the consent may be given in the form or to the effect following (to wit):

I, Abraham Jackson, do hereby consent to "Chadwick's Estate Act, 1874."

General saving.

16. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every person, body politic and corporate, and their respective heirs, successors, executors, and administrators (other than and except the several persons by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatever of, in, to, or out of the several lands and moneys to which the provisions of this Act are intended to apply, or any of them, or any part thereof respectively, as they or any of them had upon the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Persons excepted from general saving.

17. The following persons are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act:

(*a.*) The said Sarah Anne Chadwick, as entitled to the receipt of the rents and profits of the settled estates until the youngest child shall have attained the age of twenty-one years, and as entitled to the legacy of twelve thousand pounds on the youngest child attaining the said age:

(*b.*) The said Susan Chadwick, Albert Chadwick, Caroline Chadwick, and Samuel Thomas Chadwick, the children of the said testator, and their respective real and personal representatives and issue, and all persons claiming through or under them respectively:

(*c.*) The said Sarah Anne Chadwick, Mary Firth, Abraham Jackson, Joshua Jackson, John Jackson, Rachel Firth, John Chadwick, Sarah Chadwick, Mary Chadwick, Martha Fox, and Thomas Fox her husband, Frances Hepworth, and Benjamin Hepworth her husband, and Benjamin Chadwick, and their respective real and personal representatives and issue, and all persons claiming through or under them respectively, as entitled to the real estates of the said

testator, or the sale proceeds thereof in the event of all the children of the said testator dying under the age of twenty-one years and without leaving lawful issue:

(*d.*) The said Sarah Anne Chadwick, Benjamin Chadwick, and Samuel Joseph Chadwick, as trustees of the said will of the said testator, Joseph Chadwick, and all other trustees of the said will, and all other persons claiming under or by virtue of the said will, or any of the trusts or limitations therein contained, or otherwise howsoever on account thereof.

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

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

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1874.