CHAP. 6.

An Act to enable the granting of certain Leases of parts of the Estates in Lancashire devised by the Will of the Right Honourable Edward Geoffrey Earl of Derby, deceased, and to give certain powers with respect to the said Estates. A.D. 1871.

[14th August 1871.]

Will of Edward Geoffrey, late Earl of Derby, dated 21st Feb. 1865.

WHEREAS the Right Honourable Edward Geoffrey, late Earl of Derby, deceased, duly made his will, dated the twenty-first day of February one thousand eight hundred and sixty-five, and thereby gave and devised to his wife Emma Caroline Countess of Derby and her assigns during her life the yearly rentcharge of three thousand pounds, the same, as well as the powers and remedies therein-after limited for the recovery thereof, by way of declaration of the uses of the hereditaments therein-after devised, to be issuing out of and charged upon and exerciseable over the manor of Knowsley in the county of Lancaster, and the messuages, lands, and hereditaments in the township of Knowsley, in the said county of Lancaster, which then, under a certain indenture dated the second day of November one thousand eight hundred and forty, were primarily charged with the payment of the jointure and portions charged thereon and upon other hereditaments by a settlement dated the twenty-eighth day of May one thousand eight hundred and twenty-five, made previous to and in contemplation of the testator's marriage, and out of and upon and over the messuages, lands, and hereditaments in the townships of Huyton, Eccleston, and Bickerstaffe, in the county of Lancaster aforesaid, included in the general devise of real estate therein-after contained; the said yearly rentcharge of three thousand pounds to be in addition to the yearly rentcharge of the same amount limited by the said indenture of settlement of the twenty-eighth day of May one thousand eight hundred and twenty-five. And the said testator declared that his wife should be bound under the equitable doctrine of election to permit the jointure rentcharge of three thousand pounds to which she would be entitled under the said indenture of

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the twenty-eighth day of May one thousand eight hundred and twenty-five, and the remedies for recovery thereof, and the term of one hundred years for securing the same, and the trusts thereof to be overreached by the exercise of the several powers of leasing, enfranchisement, and granting licenses to copyholders, partition, sale, and exchange therein-after contained in that his will. And by the said will the usual powers and remedies were given for compelling payment of the said rentcharge thereby bequeathed, and also a power to appoint a term, upon usual trusts, for raising the said rentcharge. And after a devise to the testator's son, Frederick Arthur Stanley, of all the testator's estates in Ireland, the said testator gave, appointed, and devised the said manor of Knowsley, and hereditaments in the township of Knowsley, and all other the freehold manors, messuages, lands, and hereditaments in the counties of Lancaster, Chester, Westmoreland, York, and Middlesex, or elsewhere in England or Wales, of or to which he was then or at his death should be seised or entitled at law and in equity, or in equity only, for any estate of inheritance, or which he had then or at his death should have power at law and in equity, or in equity only, to dispose of by will for any estate of inheritance, subject exclusively and by way of exoneration of and indemnity to his personal estate (other than chattels real) to the payment of the mortgage debts and other incumbrances affecting the same hereditaments and premises, or any of them, and of all his debts or obligations by bond or covenant and other specialty debts whatsoever, except debts (if any) secured upon the lands and hereditaments in Ireland firstly therein-before devised, or upon any of such lands and hereditaments, to the use that the said annual rentcharge of three thousand pounds therein-before limited in favour of his wife, and all powers and remedies given, and the term of years authorised to be appointed for recovering or enforcing the payment of the said rentcharge, might take effect out of the hereditaments affected thereby in manner and form therein-before provided, and as to the hereditaments affected by the said rentcharge, powers and remedies subject thereto, and as to all other the hereditaments lastly thereby devised to the use of the testator's eldest son Edward Henry, now Earl of Derby, in the said will described as Edward Henry, commonly called Lord Stanley, and his assigns during his life, without impeachment of waste, with remainder to the use of the first and other sons of the said Edward Henry Earl of Derby successively according to their seniorities in tail male, with remainder, as to the said manor of Knowsley and other hereditaments in the townships of Knowsley, Huyton, Eccleston, and Bickerstaffe included in the devise lastly therein-before contained, to the use of Charles John

Viscount Ingestre, now Earl of Shrewsbury, and John Gilbert Talbot, their executors, administrators, and assigns, for the term of three thousand years, to be computed from the death and failure of issue male of the said Edward Henry Earl of Derby, upon trust, by the means therein mentioned, to raise the sum of ten thousand pounds as an additional portion for the said testator's daughter, the Lady Emma Charlotte Talbot, and as to the hereditaments comprised in the said term of three thousand years, subject thereto, and to the trusts thereof, and also as to all other the hereditaments lastly thereby devised, all which hereditaments were therein-after referred to simply as the hereditaments thereby devised, with remainder, immediately upon the decease and failure of issue of the said Edward Henry Earl of Derby, to the use of the testator's second son, the said Frederick Arthur Stanley, and his assigns, during his life, without impeachment of waste, with remainder to the use of the first and other sons of the said Frederick Arthur Stanley successively according to their seniorities in tail male, with remainder to the use of the said Edward Henry Earl of Derby, his heirs and assigns for ever. And the said will contained power to the Honourable Charles James Fox Stanley and Edward Bootle Wilbraham, the trustees thereof, within five years after the testator's death, to raise, by sale or mortgage of the hereditaments therein-before devised, the sum of money necessary for the exoneration and indemnity of his personal estate against the specialty debts charged on the said hereditaments, and also a power to raise any sum not exceeding forty thousand pounds for repairing, improving, or re-building the mansion-house of Knowsley, and powers to the testator's sons to appoint jointure rentcharges, and also to charge portions for younger children. And the said will contained powers of leasing in the terms following; that is to say, "I hereby declare my will "to be, that it shall be lawful for each of my said sons hereby "made tenants for life of the said hereby devised premises as and "when he shall be under or by virtue of this my will entitled to "the possession or receipt of the rents and profits of the said pre-"mises, and for the said Charles James Fox Stanley and Edward "Bootle Wilbraham, or the survivor of them, or the executors or "administrators of such survivor, during the minority of any person "hereby made tenant in tail male by purchase of the said devised "premises who, if of full age, would for the time being be entitled "as aforesaid, at any time or times by indenture or indentures "under his or their hand and seal, hands or seals, either referring "or not referring to this present power, to make such leases or "appointments by way of lease as herein-after mentioned; that is to "say, first, to lease all or any part of the said premises for any term

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" not exceeding twenty-one years; secondly, to demise or grant " any part or parts of the said premises, either with or without any " buildings for the time being standing thereon, and subject to such " covenants, restrictions, and reservations as may be thought proper, " for any term not exceeding nine hundred and ninety-nine years, " to any person or persons who shall have erected or shall agree to " erect any house or other buildings on the land proposed to be " demised, or any part thereof, or who shall have rebuilt, improved, " or repaired, or shall agree to rebuild, improve, or repair, any house " or other buildings thereon, or who shall have erected or shall " agree to erect thereon any other house or buildings in lieu or " in addition to erecting buildings, or who shall agree to convert " any part of the said land into lawns, pleasure grounds, yards, " gardens, or other conveniences to any house or buildings erected " or to be erected on the said land or any part thereof, or on " any adjoining land, or otherwise to improve the land proposed " to be demised, or any part thereof, and upon or with a view " to the granting, or the contract for granting, any such lease " or leases, the person or persons granting or proposing to grant " the same may and are hereby empowered to do or to con- " tract to do, or to grant liberty for any lessee or intended lessee " to do, any of the following acts, that is to say, to take down " existing buildings and to dispose of the materials as may be " agreed upon, to erect villas or detached residences and suitable " offices, and to appropriate a convenient part of the land for lawns, " pleasure grounds, or gardens, or other purposes connected there- " with, to appropriate any part of the land for streets, squares, " or other open spaces or roads, or any other purposes which " may tend or be deemed to tend to the general improvement " of the hereditaments hereby devised, or any part thereof, or be " in other respects expedient, and if deemed expedient to devote " any road or street to the public, to dig and make any arches, " cellars, drains, or other easements, walls, fences, or other con- " veniences to any houses or buildings, to fell, cut, dig, and to use " or otherwise dispose of such timber, stone, slate, earth, clay, loam, " sand, or gravel as may be necessary or convenient for effecting " any of the purposes aforesaid, to dig any earth, clay, or sand, and " to manufacture the same into bricks or tiles to be used in or " about such buildings, repairs, or improvements as aforesaid, or to " be disposed of as may be agreed upon, and finally to grant any " other liberties and privileges to any lessee which the person or " persons for the time being exercising this present power may " deem reasonable under the circumstances of each particular case; " and I declare that any contract to grant a lease as last aforesaid,

" made by a person having power to grant the same, shall be
" binding on the lands to which the contract relates, and may
" under this present power be carried into effect at any subsequent
" period, and a lease granted pursuant to such contract accordingly;
" nevertheless any person having power to carry into effect any
" such contract may agree to rescind, modify, or vary the same, or
" may substitute a new and different contract in lieu thereof, or
" may agree to deal with the lands subject to any existing contract
" for a lease as if no contract existed, but so nevertheless that
" every such modified, varied, or new contract be conformable to
" the provisions herein contained, and by any contract for a lease
" it may be agreed that the full rent specified in such contract
" shall be reserved out of a part or parts only of the hereditaments
" agreed to be demised, and shall be apportioned on such parts (if
" more than one) in such manner as may be agreed on, and that
" the residue shall be demised at a peppercorn rent; thirdly, to
" appoint by way of lease all or any of the mines, quarries, minerals,
" stone, clay, sand, earths, or other substances in, under, or upon
" the premises hereby devised, or any of them, or any part thereof,
" either with or without any messuages, buildings, lands, or here-
" ditaments convenient to be held therewith, and either with or
" without the surface of the lands in or under which the same may
" be, and whether the same shall have or have not been hitherto
" opened or worked for any term of years not exceeding one hun-
" dred years, together with all such liberties, licenses, powers, and
" privileges for searching for, working, getting, washing, smelting,
" rendering merchantable, and disposing of the said mines, quarries,
" minerals, stone, clay, sand, earths, or other substances, as to the
" person or persons for the time being exercising this present power
" shall seem expedient; fourthly, to make any appointment and
" demise by way of lease for the purpose of giving effect to any
" contract which I may have entered into to grant a lease of any
" part of the said devised premises, or for the purpose of granting
" any lease which may be required to be granted pursuant to any
" covenant for renewal in any lease granted by me or any of my
" ancestors, with power to vary any such contract or covenant and
" to modify accordingly the lease to be granted; fifthly, to make
" any appointment by way of confirmation of any lease granted
" under any of the powers herein contained, but which may be void
" or voidable for want of technical or substantial compliance with
" the terms of the power under which the same purported to be
" granted, but so that in the latter case the terms of the power be
" substantially complied with in consideration of the confirmation
" of the lease; sixthly, to license any copyhold or customary tenant

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" to grant any such lease as firstly herein-before authorised, or any " such lease as secondly herein-before authorised, and to fix the " sum which, during the term mentioned in such license, shall be " considered the annual value upon which fines or other customary " payments are to be assessed, and to make any other arrange- " ments which may be requisite and proper; but so that every such " license be entered on the court rolls of the manor whereof the " lands affected by such license are held; provided always, that every " lease made under any of the powers herein-before contained shall " be made to take effect in possession at or within twelve calendar " months after the date thereof, and that there be thereby reserved " the best yearly rent or rents, or the best rent or rents, tolls, duties, " royalties, or reservations, by the acre, the ton, or otherwise as the " case may be, to be incident to the immediate reversion that can " be reasonably obtained, having regard to the nature of the con- " tract with the lessee, and to whether a fine or premium is paid, " and so that every fine or premium which is paid shall be paid to " the trustees or trustee for the time being empowered to exercise " the powers of sale and exchange herein-after contained to be by " them applied in manner herein-after mentioned; and provided " also, that there be contained in every such appointment by way " of lease a condition of re-entry for nonpayment or non-delivery " within a reasonable time to be therein specified of the rent or " rents, tolls, duties, royalties, or reservations thereby reserved, and " so as the appointee or appointees do execute a counterpart thereof " and do thereby covenant for the due payment or delivery of the " rent or rents, other than a peppercorn rent, tolls, duties, royalties, " or reservations thereby reserved; provided always, that by any " appointment by way of lease firstly herein-before authorised the " appointee shall not be exempted from punishment for waste, and " that in any appointment by way of lease secondly herein-before " authorised a peppercorn rent or any rent less than the rent " ultimately payable may be made payable during all or any " part of the first ten years of the term thereby appointed, and " that in any appointment by way of lease thirdly herein-before " authorised the reservation of rents, tolls, duties, or royalties, the " amount of which shall vary with or according to the acreage " worked or the minerals, stone, clay, sand, earths, or other sub- " stances gotten shall not be taken to be in the nature of a fine or " premium, though the effect of such reservation may eventually " be disadvantageous to the remainderman; provided also, and I " hereby declare that a certificate in writing, signed by any person " who has granted a lease under any of the powers aforesaid, that a " counterpart has been duly executed and delivered to him, shall be

" deemed conclusive evidence of the due execution and delivery of " such counterpart." And it was by the said will declared that it should be lawful for the said Charles James Fox Stanley and Edward Bootle Wilbraham, or the survivor of them, or the executors or administrators of such survivor, with such consent or at such discretion as therein mentioned, to concur in making partition of any hereditaments, an undivided share whereof should be subject to the subsisting limitations of the said will, and also to sell or exchange for other manors or hereditaments in England, Wales, or Ireland any of the manors or hereditaments for the time being subject to the limitations of the said will, and to enfranchise copyhold or customary hereditaments, subject to the said limitations, and for effectuating the said purposes to execute such assurances as in the said will mentioned. And it was by the said will declared that the said Charles James Fox Stanley and Edward Bootle Wilbraham, and the survivor of them, and the executors or administrators of such survivor, should receive all moneys which might become payable, either by way of fine or premium upon any lease, under any of the powers therein-before contained, or upon any such partition, sale, or exchange as aforesaid (but except annual rents reserved as the consideration for any enfranchisement), and should with all convenient speed invest the same moneys in the purchase of other manors, lands, or hereditaments in England, Wales, or Ireland, for an estate of inheritance in fee simple, or of lands of a leasehold or copyhold or customary tenure, convenient to be held therewith or with any hereditaments for the time being subject to the subsisting uses or trusts of the said will, or in the purchase of the fee simple and inheritance of any copyhold or customary hereditaments for the time being subject to the subsisting uses and trusts of the said will, and so as to effect the enfranchisement of such copyhold or customary hereditaments, yet so as that during the life of any person thereby made tenant for life, who should for the time being be entitled as aforesaid, every such purchase should be made with his consent in writing. And it was declared that the said Charles James Fox Stanley and Edward Bootle Wilbraham, and the survivor of them, and the heirs, executors, or administrators of such survivor, should settle and assure, or cause to be settled and assured, all such of the manors, lands, and hereditaments so to be purchased or taken in exchange as aforesaid as should be freeholds of inheritance to the uses, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, and declarations in and by the said will limited, expressed, and declared of and concerning the said hereditaments and premises therein-before devised, in strict settlement, or as near thereto as the deaths of

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parties and other intervening accidents would admit of, but not so as to increase or multiply charges; and should settle and assure, or cause to be settled and assured, all such of the said manors, lands, or hereditaments so to be purchased or taken in exchange as aforesaid as should be of leasehold or copyhold or customary tenure upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisoes, and declarations as should or might correspond with and be similar to the uses, trusts, intents, and purposes, powers, provisoes, and declarations in and by the said will limited, expressed, and declared, or under the said powers of jointuring or charging portions to be limited, expressed, and declared of and concerning the said hereditaments and premises therein-before devised in strict settlement, or as near thereto as the different tenure and quality of the premises, and the rules of law and equity, and the deaths of parties, and other intervening accidents would admit of, but not so as to increase or multiply charges; and so that if any of the lands purchased or taken in exchange should be held by a lease for years, the same should not vest absolutely in any person thereby made tenant in tail male by purchase who should not attain the age of twenty-one years, but on his death under that age should go, devolve, and remain in the same manner as if they had been freeholds of inheritance and had been settled accordingly. And it was thereby declared that subject and without prejudice to, and so that the equities or obligations of the persons claiming under the said will, as to defraying the fines and expenses of renewals of leases or grants as therein-after provided, should not thereby be changed or altered, it should be lawful for the said Charles James Fox Stanley and Edward Bootle Wilbraham, and the survivor of them, and the executors or administrators of such survivor, by and out of the moneys to be received by way of fine or premium as aforesaid, or to arise from any sale, or to be received for equality of partition or exchange as aforesaid, to pay any money which upon any partition or exchange made in exercise of the aforesaid power in that behalf should or might be payable by the trustees or trustee for the time being acting in the exercise of the same power for equality of partition or exchange, or which might be required for the renewal of any lease or grant as therein-after provided; and also to raise any money agreed to be paid by the said trustees or trustee for equality of partition or exchange, or which might be required for the renewal of any lease or grant as aforesaid, by mortgage of the hereditaments to be received on partition or in exchange or taken by renewal as aforesaid, or of any other hereditaments for the time being subject to the then subsisting uses or trusts of the said will, and to make all such appointments, assignments, surrenders, and

other assurances, and to do all such other acts as should be necessary or expedient for effectuating any such mortgage or mortgages. And it was thereby declared that it should be lawful for the said Charles James Fox Stanley and Edward Bootle Wilbraham, and the survivor of them, and the executors or administrators of such survivor, upon the request of either of the said testator's sons who should for the time being be entitled as aforesaid, or if there should be no such son, then at their or his discretion to apply any moneys to be received by way of fine or premium as aforesaid, or to arise by any such partition, sale, or exchange as aforesaid, in or towards paying off or discharging any mortgage or other charge or incumbrance for the time being affecting all or any of the hereditaments then subject to the then subsisting uses or trusts of the said will, but without altering the equities or obligations of the parties claiming under the said will as to defraying the fines and expenses of such renewals of leases or grants as aforesaid, or in discharging any costs and expenses incurred in the doing of acts or execution of works therein-before authorised to be done or executed with a view to the grant of any lease secondly therein-before authorised; and the statement in writing of either of the testator's sons who should for the time being be entitled as aforesaid, as to the amount of the costs and expenses incurred by him as aforesaid, should be conclusive evidence that such costs and expenses had been duly incurred; and the said trustees or trustee were thereby required to pay to the son making such statement the amount of all such costs and expenses out of the moneys aforesaid. And it was declared that until the money to be received by way of fine or premium as aforesaid, or to arise from every or any such partition, sale, or exchange as aforesaid, should be disposed of as therein-before directed, it should be lawful for the said Charles James Fox Stanley and Edward Bootle Wilbraham, and the survivor of them, and the executors or administrators of such survivor, with the consent of either of the said testator's sons who should for the time being be entitled as aforesaid, and if there should be no such son, then at the discretion of such trustees or trustee for the time being, to place out such money or any part thereof in their or his names or name in or upon any of the parliamentary stocks or public funds of Great Britain, or upon government or real securities in England, Wales, or Ireland, or in or upon the debentures of any railway company of Great Britain or Ireland incorporated by Act of Parliament, and to alter, vary, or transpose the said stocks, funds, and securities. And it was thereby declared that the interest, dividends, and annual produce of such stocks, funds, and securities should be paid and applied to such person or

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persons, for such intents and purposes, and in such manner as the rents and profits of the hereditaments to be purchased therewith would be payable or applicable in case such purchase or purchases and settlement as therein-before directed were then actually made. And the said testator by the said will directed and required that the said Charles James Fox Stanley and Edward Bootle Wilbraham, and the survivor of them, or other the trustees or trustee for the time being of the powers of partition, sale, and exchange therein-before contained, should from time to time and at any time exercise the same powers respectively, and all powers of investment and application of money, and other powers incidental thereto or consequent thereon, upon any request and according to any direction in writing signed by his son Edward Henry Lord Stanley during his life, or afterwards by the said Frederick Arthur Stanley during his life, provided only that such request or direction should state that in the opinion of the son signing the same the exercise of the power or powers thereby requested and directed to be exercised would be fit and proper, and for the benefit of all persons interested in the hereditaments for the time being subject to the subsisting limitations of the said will, and neither the said trustees or trustee so exercising on such request or direction the powers aforesaid, or any of them, nor any other person should inquire into or make any objection as to the expediency or propriety of any partition, enfranchisement, sale, exchange, investment, receipt, or payment, or other act so requested and directed to be done pursuant to the said powers or any of them, nor be in any way answerable or accountable for any such act or any loss which might occur by reason thereof, but every act so requested and directed should be deemed to be duly done pursuant to the powers aforesaid. And the said will contained a devise and bequest of the testator's copyhold, customary, and leasehold hereditaments in England and Wales to the said Charles James Fox Stanley and Edward Bootle Wilbraham, upon trusts corresponding to the limitations of the freehold hereditaments therein-before devised in strict settlement. And after bequeathing certain specific and pecuniary legacies, and subject thereto, and to the payment of his funeral and testamentary expenses and simple contract debts, the said testator gave and bequeathed all his moneys, securities for money, goods, chattels, credits, and other personal estate, to the said Edward Henry Earl of Derby, his executors, administrators, and assigns, for his and their own use; and the said testator appointed the said Edward Henry Earl of Derby sole executor of his said will:

First codicil to the will of the late Earl of

And whereas the said testator duly made a codicil, dated the twentieth day of May one thousand eight hundred and sixty-

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eight, to his said will, which codicil affected only his personal estate :

Derby, dated 20th May 1868.

And whereas the said testator duly made a second codicil, dated the third day of March one thousand eight hundred and sixty-nine, to his said will, and thereby revoked the devise contained in his said will of his lands and hereditaments in Ireland, and devised the same unto and to the use of the said Charles James Fox Stanley and Edward Bootle Wilbraham, their heirs and assigns, upon trust, in case, as happened, the said Frederick Arthur Stanley should declare his option to take the sum of one hundred and twenty-five thousand pounds, instead of the said lands and hereditaments in Ireland, then to convey the same to the use of themselves for a term of one thousand years, upon trust for raising and paying the said sum of one hundred and twenty-five thousand pounds, and the interest thereon, to the said Frederick Arthur Stanley, for his own use, and subject thereto to the uses declared by the said recited will, of the hereditaments in England and Wales, other than the manor of Knowsley, and the hereditaments in Knowsley, Huyton, Eccleston, and Bickerstaffe devised by the said will in strict settlement; and the said testator by the said second codicil authorised his said trustees or trustee to appoint his lands and hereditaments in England and Wales to any person for any term of years, for securing or raising the said sum of one hundred and twenty-five thousand pounds and the interest thereon; and after certain gifts affecting only his personal estate the said testator confirmed his said will :

Second codicil to the will of the late Earl of Derby, dated 3d March 1869.

And whereas the said testator duly made a third codicil, dated the twenty-first day of September one thousand eight hundred and sixty-nine, to his said will, and thereby revoked all the devises and bequests to the said Charles James Fox Stanley and Edward Bootle Wilbraham in his said will and second codicil respectively contained and therein-before recited or referred to, and all trusts, powers, and authorities given to or to be exercised by the said Charles James Fox Stanley and Edward Bootle Wilbraham, or the survivor of them, or the executors or administrators of such survivor, and all other powers and authorities (if any) given to them by his said will and second codicil, or either of them; and in lieu thereof the said testator appointed, devised, and bequeathed all the lands and hereditaments of every tenure in Ireland, and all the copyhold, customary, leasehold, and other hereditaments in England or Wales, which by his said will and second codicil he had appointed, devised, and bequeathed to the said Charles James Fox Stanley and Edward Bootle Wilbraham, unto and to the use of the said Charles James Fox Stanley and the Right Honourable Edward Lord Skelmersdale, their

Third codicil to the will of the late Earl of Derby, dated 21st September 1869.

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heirs, executors, administrators, and assigns, according to the nature and tenure of the same premises respectively, upon the trusts and subject to the powers and provisions in his said will and second codicil expressed and declared, concerning the same respectively; and with respect to the said manor of Knowsley and all his freehold estates in England and Wales, he appointed and devised that the said Charles James Fox Stanley and Edward Lord Skelmersdale, and the survivor of them, and the executors and administrators of such survivor, should have and might exercise the like powers over the same as by his said will and second codicil, or either of them, were given or limited to the said Charles James Fox Stanley and Edward Bootle Wilbraham; and the said testator declared that it was his intent and meaning by the said codicil to substitute the name of the said Edward Lord Skelmersdale as a trustee of his said will and codicils for the name of the said Edward Bootle Wilbraham; and that his said will and second codicil should, for all intents and purposes, be read and construed as if the name of the said Edward Lord Skelmersdale had been originally inserted therein instead of the name of the said Edward Bootle Wilbraham; and he bequeathed a pecuniary legacy to the said Edward Bootle Wilbraham, and in all other respects confirmed his said will:

Probate of the will and codicils of the late Earl of Derby, 2d April 1870.

And whereas the said testator Edward Geoffrey, late Earl of Derby, died on or about the twenty-third day of October one thousand eight hundred and sixty-nine, without having revoked or altered his said will, except so far as the same was revoked or altered by the said three codicils thereto, and without having revoked or altered the said codicils, except so far as the former of the said codicils were altered or revoked by the latter of the said codicils; and the said will and codicils were duly proved in the Principal Registry of Her Majesty's Court of Probate on the second day of April one thousand eight hundred and seventy, by the said Edward Henry Earl of Derby:

Edward Henry Earl of Derby tenant for life of the estates devised in strict settlement.

And whereas on the death of the said Edward Geoffrey, late Earl of Derby, his eldest son, the said Edward Henry Earl of Derby, succeeded to the title of Earl of Derby, and as the first tenant for life under the limitations of the said will became entitled to and is now in the possession or in receipt of the rents and profits of the manors and hereditaments thereby and by the second and third codicils to the said will devised in strict settlement:

And whereas the said Edward Geoffrey, late Earl of Derby, had no son other than the said Edward Henry, now Earl of Derby, and the said Frederick Arthur Stanley:

And whereas no appointment has ever been made by the said Emma Caroline Countess of Derby under the power given to her

by the said will to appoint a term upon trusts for raising the rent-charge thereby devised to her:

35,000*l.* paid to the Hon. F. A. Stanley on account of the sum of 125,000*l.* directed to be raised for him.

And whereas the sum of thirty-five thousand pounds, part of the sum of one hundred and twenty-five thousand pounds by the said testator's second codicil directed to be raised and paid or secured to the said Frederick Arthur Stanley, was paid partly out of the proceeds of the sale of part of the said testator's estates in the county of Westmoreland and partly by the said Edward Henry Earl of Derby:

Indenture dated 25th May 1870. Appointment of certain estates to the Hon. F. A. Stanley by way of mortgage for securing 90,000*l.*, the remainder of the sum of 125,000*l.*

And whereas by an indenture dated the twenty-fifth day of May one thousand eight hundred and seventy, and made between the said Charles James Fox Stanley and Edward Lord Skelmersdale of the first part, the said Edward Henry Earl of Derby of the second part, and the said Frederick Arthur Stanley of the third part, after reciting that the said Frederick Arthur Stanley had exercised his option to take the said sum of one hundred and twenty-five thousand pounds, and also reciting the payment to him of one thousand pounds part thereof, and the satisfaction to him in manner therein mentioned of thirty-four thousand pounds further part thereof, making together the sum of thirty-five thousand pounds, it was witnessed that the said Charles James Fox Stanley and Edward Lord Skelmersdale, under the powers contained in the said recited will and codicils, appointed certain hereditaments, devised by the said recited will and codicils, situated in the parishes of Urswick, Chipping, Kirkham, Childwall, and Prescot, in the county of Lancaster, Prestbury, in the county of Chester, and Halsall and Ormskirk, in the county of Lancaster, or one of them, to the use of the said Frederick Arthur Stanley, his executors, administrators, and assigns, for the term of one thousand years, without impeachment of waste, and by way of mortgage for securing payment of the sum of ninety thousand pounds, the residue of the said sum of one hundred and twenty-five thousand pounds, and the interest thereon at the rate of four pounds ten shillings per centum per annum:

25th May 1870. Release of the remainder of the estates from the sum of 125,000*l.*

And whereas by a second indenture dated the twenty-fifth day of May one thousand eight hundred and seventy, and made between the said Charles James Fox Stanley and Edward Lord Skelmersdale of the first part, the said Frederick Arthur Stanley of the second part, and the said Edward Henry Earl of Derby of the third part, the said Frederick Arthur Stanley released all the hereditaments in England, Wales, and Ireland devised by the said testator's will, and not comprised in the said recited indenture of even date therewith, from the said sum of one hundred and twenty-five thousand pounds: And by the said indenture now in recital the said Charles James Fox Stanley and Edward Lord Skelmersdale granted and conveyed all the hereditaments in Ireland then vested in them under the will

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and codicils of the said testator unto the said Edward Henry Earl of Derby and his heirs, to the uses and upon the trusts and subject to the powers and provisions by the said testator's will and third codicil declared concerning the hereditaments in England and Wales other than the manor of Knowsley, and hereditaments in the townships of Knowsley, Huyton, Eccleston, and Bickerstaffe, in the county of Lancaster, thereby devised in strict settlement:

Marriage of Edward Henry Earl of Derby, 5th July 1870.

And whereas the said Edward Henry Earl of Derby intermarried on the fifth day of July one thousand eight hundred and seventy (being then a bachelor) with his wife, Mary Catherine Countess of Derby, then Mary Catherine Marchioness of Salisbury (widow):

Settlement on the marriage, 4th July 1870.

And whereas by an indenture dated the fourth day of July one thousand eight hundred and seventy, and made between the said Edward Henry Earl of Derby of the first part, the said Mary Catherine Countess of Derby, therein described by her then title of Marchioness of Salisbury, of the second part, Hugh McCalmont Lord Cairns and Oliver William Farrer of the third part, and the said Edward Lord Skelmersdale and Frederick Arthur Stanley of the fourth part, being a settlement made before and in consideration of the marriage between the said Edward Henry Earl of Derby and Mary Catherine his wife, the said Edward Henry Earl of Derby, under the power in that behalf contained in the said recited will, appointed to the said Mary Catherine Countess of Derby during her lifetime, in case she should survive him, a jointure rentcharge of five thousand pounds, to be charged upon and issuing out of the manor of Knowsley, and the hereditaments in the townships of Knowsley, Huyton, Eccleston, and Bickerstaffe, in the same county, devised by the said recited will, with the usual powers and remedies for recovering the said rentcharge; and also appointed to the said Mary Catherine Countess of Derby a power to limit a term upon trust for further securing payment of the said rentcharge. And by the said indenture now in recital the said Edward Henry Earl of Derby covenanted with the said Hugh McCalmont Lord Cairns and Oliver William Farrer, their executors, administrators, and assigns, that in case the said Mary Catherine Countess of Derby should survive him, the heirs, executors, or administrators of the said Edward Henry Earl of Derby should from his decease pay to the said Mary Catherine Countess of Derby, or her assigns, during her life, the said rentcharge. And by the said indenture now in recital the said Edward Henry Earl of Derby charged all the same hereditaments with the payment of the sum of twenty thousand pounds, and interest thereon, from his death, for the portion or portions of the child or children of his said marriage (other than a first or only son, or any other son, who before attaining the age of

twenty-one years should, or if of full age would, be entitled to the possession or receipt of the rents and profits of the same hereditaments for the first estate of inheritance), the said sum to be divided between and to vest in the said child or children in manner in the indenture now in recital mentioned. And by the indenture now in recital the said Edward Henry Earl of Derby, under the power in that behalf contained in the said will, appointed all the hereditaments so charged to the use of the said Edward Lord Skelmersdale and Frederick Arthur Stanley, their executors, administrators, and assigns, for the term of one thousand years, to commence from the death of the said Edward Henry Earl of Derby, without impeachment of waste, upon trust for raising the said sum of twenty thousand pounds and the interest thereon:

And whereas no term has been limited by the said Mary Catherine Countess of Derby under the power contained in the last-recited indenture:

And whereas there has not been any issue of the marriage of the said Edward Henry Earl of Derby:

Marriage of the Hon. Frederick Arthur Stanley.

And whereas the said Frederick Arthur Stanley (being then a bachelor) intermarried with the Lady Constance Stanley (then the Lady Constance Villiers, spinster) on the thirty-first day of May one thousand eight hundred and sixty-four:

Issue of the marriage.

And whereas the said Frederick Arthur Stanley has had issue by the said Lady Constance Stanley six children, and no more; that is to say, Edward George Villiers Stanley, his eldest son, and also Victor Albert Stanley, Arthur Stanley, Geoffrey Stanley (deceased), Ferdinand Charles Stanley, and Katharine Mary Stanley:

And whereas the said Geoffrey Stanley died on the sixteenth day of March one thousand eight hundred and seventy-one an infant of tender years:

And whereas all the five surviving children of the said Frederick Arthur Stanley are now infants of tender years:

And whereas the said Lady Emma Charlotte Talbot is the wife of the Honourable Wellington Patrick Manvers Chetwynd Talbot, with whom she intermarried on or about the eleventh day of October one thousand eight hundred and sixty:

Devised estates included lands in the boroughs of Liverpool and Bootle-cum-Linacre, and in the parishes of Walton,

And whereas the said Edward Geoffrey, late Earl of Derby, was for some time before, and also was at the time of his death, seised or entitled in fee simple of or to lands of considerable extent situated in the several counties in his said will mentioned, including lands situated within the boroughs of Liverpool and Bootle-cum-Linacre, and in the township of Litherland, and in the parishes of Walton, Huyton, and Childwall, all in the county of Lancaster:

Huyton, and Childwall, of which part has been let on lease for building sites, and the residue is suitable for such letting.

And whereas large portions of the said lands in the boroughs of Liverpool and Bootle-cum-Linacre, and also some of the said lands in the said parishes of Walton, Huyton, and Childwall, had before the death of the said late Earl been let on lease for building sites, and other parts of the same lands have since his death been let on lease for the same purposes, under the power in his will, and the residue of such lands are of great value for the purpose of being let on lease for building sites:

The usage of the late Earl of Derby and his predecessor was to grant building leases in Liverpool and Bootle for terms of 75 years, and to renew them at an increased rent.

And whereas for many years before the death of the said late Earl it had been usual for him and his predecessor in title to grant leases of sites in the boroughs of Liverpool and Bootle-cum-Linacre for building purposes for a term of seventy-five years, and it was in like manner usual for the said late Earl and his predecessor in title to accept a surrender of any such lease, and to grant a new lease of the same site either as a whole or in separate lots, at apportioned rents for a new term or new terms of seventy-five years, at the best increased rent or increased rents to be reasonably obtained, having regard to the value of the lease surrendered and to the other circumstances of the case:

Same system pursued in Walton, Huyton, and Childwall.

And whereas for some years previously to the death of the said late Earl, the same system of leasing was pursued with respect to lands in the said parishes of Walton, Huyton, and Childwall:

System of leasing is prevalent in and near Liverpool.

And whereas the system of granting leases of building sites and renewing the same for the term of seventy-five years at the best fines to be reasonably obtained is generally pursued by the corporation of Liverpool in leasing their corporate property, and the system of granting and renewing such leases as aforesaid, either at the best rents or in consideration of the best fines which can reasonably be obtained, is prevalent in the boroughs of Liverpool and Bootle-cum-Linacre and the adjacent places, including the said township of Litherland and the said parishes of Walton, Huyton, and Childwall; and under this system sites for building purposes in Liverpool and Bootle-cum-Linacre and in the adjacent places can be disposed of to much greater advantage than under any other system:

Liverpool estates managed by agent of said Earl.

And whereas the estates of the said late Earl in the aforesaid boroughs, township, and parishes were managed, and all arrangements with respect to grants of leases thereof were made by or through his chief agent, who resided and conducted business as such agent at Knowsley, near Liverpool, or by or through the solicitors of the said late Earl in Liverpool:

Powers of the will do not enable renewals.

And whereas the powers of leasing contained in the said recited will of the said late Earl do not enable the granting of renewal leases in accordance with the system prevalent in the boroughs, township, and parishes aforesaid:

Will of late Earl prepared by legal advisers ignorant of system of leasing.

And whereas the said will and codicils of the said late Earl were prepared by his legal advisers in London, who were wholly ignorant of the peculiar system so pursued with respect to renewals of leases of building sites in the aforesaid boroughs, township, and parishes, and were unable to inform him, and did not in fact inform him, that the powers contained in the said will would not enable the continuance of the same system; and the extent of the leasing powers given by his will affords sure ground for believing that, if the said late Earl had been so aware that his will did not contain the powers necessary for continuance of the same system, he would have desired that such powers should have been added thereto:

At the death of the late Earl there were subsisting many such leases, which had been accepted in the expectation that they would be renewed.

And whereas at the time of the death of the said late Earl there were subsisting a great number of leases of building sites in the said boroughs of Liverpool and Bootle-cum-Linacre and the parishes of Walton, Huyton, and Childwall aforesaid granted by him and his predecessor in title, and which had been accepted by the respective lessees in the expectation that they or the persons claiming under them respectively would be able to obtain renewals thereof in the usual manner:

Since his death similar leases have been granted and accepted in the same expectation.

And whereas after the death of the said late Earl, leases continued to be granted, through the agent at Knowsley, according to the same system as during his lifetime, and the respective lessees under such last-mentioned leases never received any notice that the system of leasing previously pursued would not be continued, and have accepted their respective leases in the expectation that the same would be renewed in the usual manner:

Leases to Thomas Reynolds and John Delamere granted on surrender of former leases not authorised by the will.

And whereas two of the leases so granted, namely, a lease dated the twenty-first day of October one thousand eight hundred and seventy, of eight hundred and forty-one square yards of land in the borough of Bootle-cum-Linacre, granted to Thomas Reynolds for the term of sixty-four years from the twenty-fifth day of March one thousand eight hundred and seventy, at the yearly rent of five pounds, and another lease dated the twenty-fourth day of October one thousand eight hundred and seventy, of nine thousand six hundred and eighty square yards of land, also in the borough of Bootle-cum-Linacre, granted to John Delamere for the term of seventy-five years from the twenty-fifth day of March one thousand eight hundred and seventy, at the yearly rent of twenty-eight pounds, were respectively leases granted on the surrender of former leases, and were not leases authorised by any of the powers of leasing contained in the said recited will:

And it is expedient that they

And whereas it is expedient, and it would be for the benefit of all persons entitled or interested under the limitations of the said

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recited will, that the leases so granted to the said Thomas Reynolds and John Delamere respectively should be confirmed:

should be confirmed.

It is expedient that powers should be given for enabling the renewal of leases in accordance with the expectation of the lessees.

And whereas it is desirable that lessees under leases granted before the passing of this Act should not be deprived of their expectation of renewal, and it would be very detrimental to the interests of all persons entitled or interested under the limitations of the said recited will if such expectation of renewal could not be fulfilled, and it is expedient that powers should be given for enabling the renewal of leases in accordance with such expectation:

It is expedient that powers should also be given for the renewal of leases granted after the passing of this Act.

And whereas it would be very detrimental to the interests of all persons entitled or interested under the limitations of the said recited will that the system which up to the death of the said late Earl was pursued with reference to the grant of leases of building sites in the boroughs of Liverpool and Bootle-cum-Linacre, and in the said township of Litherland, and in the said parishes of Walton, Huyton, and Childwall, should be wholly discontinued, and it would be for the benefit of all persons so entitled or interested; and it is expedient that powers should be given for enabling the renewal of all such leases granted after the passing of this Act under the power secondly contained in the said recited will, or under that power as extended by this Act:

It is expedient that certain further powers should be given.

And whereas, for the purpose of enabling the grant of new leases in certain cases, and of simplifying the titles of lessees of lands subject to the limitations of the will of the said Edward Geoffrey, late Earl of Derby, it is expedient and would be for the benefit of all persons entitled or interested under the limitations of the said recited will that certain further powers should be given, enabling leases to be granted of any lands subject to the limitations of the said will in substitution for a lease or leases surrendered, and that the powers of leasing contained in the said will, and the rights reserved or conferred by leases granted under the said powers, should in other respects be extended or modified as by this Act is provided; and it is also expedient, and would be for the benefit of the persons entitled or interested as aforesaid, that certain powers should be given to convey land as sites for churches and for other public, local, or charitable purposes, and that certain powers should be given for raising money to be applied in works of general improvement:

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

Therefore Your Majesty's most dutiful and loyal subjects, the said Edward Henry Earl of Derby, Frederick Arthur Stanley on behalf of himself and his said children, Charles James Fox Stanley, and

Edward Lord Skelmersdale, 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; that is to say,

Short title.

1. This Act may be cited as "The Earl of Derby's Estate Act, 1871."

Interpretation of terms.

2. In this Act the expression "lease" shall, except where a contrary intention is expressed, include a lease of any land, whether granted previously to the death of Edward Geoffrey, late Earl of Derby, or subsequently to his death, under any of the powers conferred by the said recited will, or by the said will and this Act; and the expression "lease usually renewable" shall include a lease of the kind which before the death of the said late Earl was generally renewed as in this Act recited, whether the land comprised in the lease be situated in the boroughs of Liverpool and Bootle-cum-Linacre, or either of them, or in the township of Litherland, or in the said parishes of Walton, Huyton, and Childwall, or any of them.

Leases to Thomas Reynolds and John Delamere confirmed.

3. The two leases dated respectively the twenty-first day of October one thousand eight hundred and seventy and the twenty-fourth day of October one thousand eight hundred and seventy, granted to Thomas Reynolds and John Delamere respectively, as in this Act recited, shall be and the same are hereby confirmed and made valid in like manner as if such leases had been leases authorised by the powers of leasing contained in the said recited will.

The will to be construed as if the powers conferred by this Act had been contained in it.

4. The said recited will shall be construed as if the extended and further powers conferred by this Act, and all the provisions of this Act, so far as the same would, if originally inserted in the said recited will, have been by law capable of taking effect, had been originally conferred by and contained in the said will, and all the powers and provisions of the said will shall be read and have effect accordingly.

The power to grant leases 2dly contained in the will to be extended as to land in Liverpool, Bootle-cum-Linacre,

5. From and after the passing of this Act, the power to grant leases secondly contained in the said recited will of Edward Geoffrey, late Earl of Derby, shall, so far as regards the land from time to time subject to the limitations of the said will, situated in the boroughs of Liverpool and Bootle-cum-Linacre, or either of them, or in the township of Litherland, or in the said parishes of Walton, Huyton, and Childwall, or any of them, in the county of Lancaster, be and

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Litherland, Walton, Huyton, and Childwall, as follows:

the same power is, so far as regards such land, hereby extended so as to apply to the several cases and to enable leases to be granted on the several terms following; that is to say,

Leases already granted may be renewed.

(1.) On the surrender of any lease usually renewable, whether granted before or after the passing of this Act, a renewal lease, without any covenant therein or any previous obligation by the lessee as to effecting improvements, may be granted of the land comprised in the surrendered lease, to or by the direction of the person making the surrender, for any term not exceeding seventy-five years, to take effect in possession at the best rent to be reasonably obtained, having regard to the circumstances of the case:

Renewal to be only at the end of 20 years and at one tenth more rent.

(2.) A renewal lease shall not be granted of any lease granted after the passing of this Act, unless and until twenty years at least shall have expired of the term which is to be surrendered for the purpose of renewal, and the rent reserved by any renewal lease shall exceed the rent reserved by the lease surrendered for the purpose of renewal by at least one tenth of the amount of such last-mentioned rent; provided that the restriction imposed by this present provision, by which it is required that twenty years of the term to be surrendered must have expired, shall not apply where a lease of any land shall have been surrendered for the purpose of the grant of new leases of the same land in more than one lot, and none of the restrictions in this provision shall apply to any renewal lease when it is for a term or terms of the same duration as the lease surrendered:

Leases for 99 years may be granted where all expectation of further renewal is relinquished.

(3.) On the surrender of any lease usually renewable, whether granted before or after the passing of this Act, a new lease, which shall contain a provision negativing any expectation of renewal, may be granted of the land comprised in the surrendered lease, to or by the direction of the person making the surrender, for any term not exceeding ninety-nine years, to take effect in possession at the best rent that can be reasonably obtained, having regard to the circumstances of the case; and such rent may, at the discretion of the person granting the lease, be either equal to or greater or less than the rent reserved by the surrendered lease:

On renewal rent may be commuted into a fine.

(4.) On the grant of any renewal or new lease under any of the provisions of this Act, all or any part of the rent which ought to be made payable by any such renewal or new lease may be commuted into a fine or premium of such

an amount as to the person granting the lease may seem proper; and all fines or premiums so paid shall be received and disposed of in like manner as is by the said will provided with respect to fines thereby authorised to be taken:

Renewable lease to contain clause specifying terms of renewal.

(5.) Every lease which shall be granted of the kind usually renewable shall contain a provision in the following words or to the following effect, that is to say:—"It is hereby "declared that any renewal of this lease shall be granted "only at the best rent or on payment of the best fine "or premium that can be reasonably obtained, and upon "such terms and conditions in other respects as to the "person having power to grant the renewal lease may "seem proper:"

Renewal leases to state that they are granted subject to the provisions of this Act.

(6.) Every renewal lease granted under this section of this Act shall contain a provision in the following words or to the following effect, that is to say:—"It is hereby declared "that this lease is a renewal lease granted under the "powers contained in the fifth section of the Earl of "Derby's Estate Act, 1871, and shall accordingly be "subject to all the terms, conditions, and provisions in "that Act contained with respect to renewal leases granted "under the same section."

The powers to grant leases in the will to be extended as to all lands as follows:

6. From and after the passing of this Act the several powers to grant leases contained in the said recited will of Edward Geoffrey, late Earl of Derby, shall be and the same powers are as regards all land from time to time subject to the limitations of the said will hereby extended, so as to apply to the several cases and to enable leases to be granted on the several terms following; that is to say,

On surrender of lease and the grant of a new lease the value of the surrendered lease may be taken into account.

(1.) On the surrender of any lease and the grant of a new lease, whether for the same or any extended or other term, or subject to the same or any other covenants, provisions, or conditions, the value of the lease surrendered may be taken into account in determining the amount of the rent to be reserved or the amount of the fine to be taken, or the nature of the covenants, provisions, or conditions to be contained in any such new lease:

And new lease may or may not contain covenant to improve.

(2.) Where any such new lease shall be granted under the power secondly contained in the said recited will as extended by this Act, such new lease may or may not contain a covenant by the lessee to effect improvements, as the circumstances of the case may require:

Part of land in lease may be surren-

(3.) A part of the land comprised in any lease from time to time subsisting may be surrendered, and a lease or leases,

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dered and a new lease granted.

whether by way of renewal or otherwise, of the land surrendered may be granted in like manner as if the lease so subsisting had been surrendered, as to the whole of the land therein comprised.

Fines to be computed on the assumption that buildings in surrendered lease were properly constructed and in good repair.

7. On the surrender of any lease for the purpose of renewal, the fine to be taken on renewal shall be computed on the assumption that all buildings on the land, the lease whereof is surrendered, were originally properly constructed and are in good repair.

Renewal leases may comprise additional land, and separate leases may be granted of parts of land in original lease.

8. Where on the surrender of any lease a new lease is by the said recited will or by the said will and this Act authorised to be granted, whether by way of renewal or otherwise, such new lease may comprise any additional land, or new leases may be granted of the land comprised in the surrendered lease, in two or more separate lots, and any lot may comprise land not comprised in the surrendered lease, and any such new lease shall reserve such apportioned or other rent as may be agreed on according to the circumstances of the case.

Fines may be paid to the account of the trustees at a bank.

9. The trustees or trustee from time to time authorised to exercise the power of sale contained in the said recited will may, by any writing under their or his hand or hands, from time to time direct that the moneys received in respect of fines or premiums on the grant of leases shall be paid to the account of the said trustees or trustee with any banking company or partnership named in such writing, and the payment of such moneys to the banking company or partnership so named, and a receipt for such moneys purporting to be signed by a cashier of such banking company or partnership, shall be a complete discharge for such moneys to the person paying the same.

Conditions and covenants to be incident to the reversion for the time being.

10. The rent reserved by each lease made under the powers conferred by the said recited will, or by the said recited will and this Act, and all covenants, provisions, and conditions contained in each such lease, and having reference to the land leased, and on the lessee's part to be observed or performed, and the condition of re-entry and other conditions contained in each such lease shall be incident to and go along with the reversion of the land comprised in the same lease, and may be respectively received, enforced, and taken advantage of by the person from time to time entitled in reversion immediately expectant on the determination of the same lease to the land therein comprised.

Lessor's covenants to run with the land demised.

11. Every covenant entered into by any person making any appointment or grant by way of lease, under the powers of the said recited will, or of the said will and this Act taken together, and

having reference to the land leased or to the mode of enjoyment of, or dealing with, or the contribution to any expenses to be made in respect of any other land subject to the limitations of the said recited will, shall run with the land comprised in the term granted by such lease, and shall be enjoyed and taken advantage of, and may be enforced by the person in whom such term shall from time to time be vested, whether by assignment or devolution of law or otherwise, and shall be binding upon and may be enforced against every person from time to time entitled in reversion expectant on the term granted by such lease to the land comprised in the said lease.

Lessees covenants to run with the reversion.

12. Every covenant entered into by any person to whom any appointment or grant by way of lease shall be made under the powers of the said recited will, or of the said will and this Act taken together, and having reference to the land leased, shall run with the reversion expectant on the term granted by such lease, and shall be enjoyed and taken advantage of, and may be enforced by the person in whom such reversion may be from time to time vested, and shall be binding on, and may be enforced against, every person in whom from time to time the term granted by such lease may be vested.

On the surrender of part of the land comprised in a lease, the conditions to continue in force as to the remainder.

13. Notwithstanding the surrender of part only of the land comprised in any lease, and notwithstanding the avoidance or cesser in any other manner of the term granted by any lease, as to part only of the land comprised in such lease, the condition or right of re-entry and all other (if any) the conditions of the lease shall be apportioned and shall remain in force, with respect to land the term in which under the lease shall not have been surrendered or been avoided, or have otherwise ceased, in like manner as if such last-mentioned land only had originally been comprised in the lease.

The trustees may purchase the leases or rights of lessees.

14. The trustees or trustee for the time being of the power of sale contained in the said recited will may at any time, and from time to time, with the consent of the person (if any) whose consent is for the time being requisite to the exercise of the said power of sale, purchase from the lessee of any land in the boroughs of Liverpool and Bootle-cum-Linacre, or either of them, or in the township of Litherland, or in the said parishes of Walton, Huyton, and Childwall, or any of them, the surrender of the lease of such lessee, or the surrender or relinquishment of any part of the land comprised in such lease, or of any benefit, right, or interest vested in or claimed by such lessee under his lease, and may out of any money held by such trustees or trustee, on the trusts of the said recited will, pay the amount agreed to be paid as the consideration for such purchase.

Sites for public, local, or charitable

15. The power of sale contained in the said recited will shall be and is hereby extended so as to authorise the sale for a nominal

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consideration of any land required as a site for any church, chapel, school, hospital, or public library, or for any other public or local or charitable purpose; provided that no one site so sold shall exceed three acres in extent, and that the total extent of land so sold shall not exceed in the whole one hundred acres.

purposes may be granted for a nominal consideration.

Trustees authorised to raise money for executing works of improvement.

16. The power given by the said recited will to raise by mortgage any money agreed to be paid for equality of partition or exchange, or which may be required for the renewal of any lease or grant, as in the said will mentioned, shall be and is hereby extended so as to apply to and shall authorise the raising any sum or sums which the trustees or trustee from time to time entitled to exercise the said power may deem it expedient to raise and apply for laying out and making roads, streets, squares, or other open spaces or market places, or for building markets, with liberty to throw open the same, or any of them, either gratuitously or on payment, to public use, or for constructing sewers, drains, and other works of drainage, or for erecting any other buildings or executing any other works of general improvement which may be deemed expedient, in order to render any land capable of being let with advantage as building sites, or which may tend, or be deemed to tend, to the general improvement of the lands from time to time subject to the limitations of the said will, and such works may be executed accordingly by or under the direction of the person or persons from time to time empowered by the said recited will to grant leases.

Money arising from sales and exchanges may be applied in like manner.

17. Any money from time to time in the hands of the trustees or trustee of the power of sale and exchange contained in the said recited will may from time to time be applied in like manner as money raised by mortgage under the last preceding section is by that section authorised to be applied.

Annual sum to be set apart to pay off cost of improvements.

18. When and so soon as any money shall, under the provisions of this Act, have been applied in any works of general improvement by this Act authorised, then and in every such case the trustees or trustee for the time being of the power of sale contained in the said recited will shall thenceforth year by year, for a term of twenty-five years, out of the rents and profits of the hereditaments subject to the limitations of the said will, or out of the annual income of any moneys or investments held by them upon the trusts by the said will declared, of the money arising from a sale under the said power of sale, receive or retain such a sum as shall be equal to one twenty-fifth part of the money so applied in works of general improvement as aforesaid, and shall stand possessed of the money so received and retained, upon the trusts and subject to the powers and provisions

by the said will declared concerning the money arising by a sale under the said power of sale therein contained.

Annual sum to be a charge on rents and profits.

19. All moneys payable in any year in respect of the one twenty-fifth part by the last preceding section directed to be received and retained by the trustees or trustee of the power of sale contained in the said will, shall constitute a charge on the rents and profits accruing during the same year of the hereditaments subject to the limitations of the said will, and shall also constitute a debt due to the said trustees or trustee by the person entitled to receive such rents and profits; and in the case of two or more persons successively entitled during any year the debt shall be apportioned between them in the same proportions in which they are entitled to the rents and profits for the same year, and such charge or debt may be recovered accordingly by the said trustees or trustee.

This Act to confer no right to renewal on lessees.

20. Nothing in this Act contained shall operate to create or furnish evidence of any custom of renewal or give to any lessee any further or other right or expectation of renewal than he would have had if this Act had not been passed.

Saving clause.

21. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, and administrators (other than the persons by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the manors, lands, and hereditaments now or hereafter to become subject to the uses of the said recited will, or any part or parts thereof, as they or any of them had before the passing of this Act, or would, could, or might enjoy if this Act were not passed.

Exceptions from saving clause.

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

(1.) Emma Caroline Dowager Countess of Derby:

(2.) Edward Henry Earl of Derby and his sons, and the heirs male of the respective bodies of all such sons, and all other issue of the said Edward Henry Earl of Derby:

(3.) Mary Catherine Countess of Derby:

(4.) The Honourable Frederick Arthur Stanley and his sons born and to be born, and the heirs male of the respective bodies of all such sons, and all other issue of the said Frederick Arthur Stanley:

(5.) The Honourable Wellington Patrick Manvers Chetwynd Talbot and the Lady Emma Charlotte Talbot his wife, and their respective executors and administrators:

A.D. 1871.

(6.) Charles John Earl of Shrewsbury, John Gilbert Talbot, the Honourable Charles James Fox Stanley, and Edward Lord Skelmersdale, and every other person who hereafter may be a trustee of the will of the said Edward Geoffrey, late Earl of Derby:

(7.) Edward Lord Skelmersdale and the Honourable Frederick Arthur Stanley, as trustees of the said recited marriage settlement of the 4th day of July 1870:

(8.) The heirs and assigns of Edward Henry Earl of Derby.

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

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

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1871.