CHAPTER 1.

An Act to authorise the raising of a sum of Money on the Settled Estates of the Earl of Winchilsea and Nottingham and for other purposes relating thereto. A.D. 1888.

[24th July 1888.]

Settlement of 1843 between the tenth and eleventh Earls of Winchilsea and others.

WHEREAS by an indenture of settlement dated the eighth day of May one thousand eight hundred and forty-three between the Right Honourable George William then Earl of Winchilsea and Nottingham since deceased (in this Act called "the tenth Earl") of the first part, the Right Honourable George James subsequently Earl of Winchilsea and Nottingham (therein called Viscount Maidstone and in this Act called "the eleventh Earl") of the second part, and the Honourable Daniel Finch and John Pemberton Plumptre of the third part, the mansion of Eastwell Park and divers manors and other hereditaments in the county of Kent and the mansion of Kirby and divers manors and hereditaments in the county of Northampton were settled to such uses as the tenth Earl and the eleventh Earl by deed should jointly appoint, and in default of such appointment to the use of the tenth Earl for his life, with remainder to the use of the eleventh Earl for his life with divers remainders over in strict settlement, and in the said indenture were contained (among other powers) a power of jointuring to an amount not exceeding the annual sum of two thousand pounds exerciseable as therein mentioned:

Marriage settlement of eleventh Earl 1846.

And whereas by an indenture of settlement dated the fifth day of August one thousand eight hundred and forty-six between the tenth Earl of the first part, the eleventh Earl (therein called Viscount Maidstone) of the second part, the Right Honourable Constance Henrietta Countess of Winchilsea and Nottingham then Constance Henrietta Paget, spinster (commonly called Lady Constance Paget) of the third part, the Right Honourable Adolphus Fitzclarence (commonly called Lord Adolphus Fitzclarence) and the Right Honourable Clarence Edward Paget (commonly called Lord Clarence Paget) of the fourth part, the Right Honourable Alfred Henry

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Paget (commonly called Lord Alfred Paget) and the Honourable and Reverend Daniel Heneage Finch Hatton clerk, of the fifth part, the most Noble Charles Henry Duke of Richmond and Gordon, then and therein described as Charles Gordon Lennox (commonly called Earl of March) and Christopher Turnor of the sixth part, and the Right Honourable Robert Jocelyn (commonly called Viscount Jocelyn) and the Right Honourable George Augustus Frederick Paget (commonly called Lord George Paget) of the seventh part (being a settlement executed on the marriage then intended of the eleventh Earl with the said Constance Henrietta his wife), the estates settled by the recited indenture of one thousand eight hundred and forty-three were (subject to certain charges and powers) limited to the use of Lord Adolphus Fitzclarence and Lord Clarence Paget for a term of ninety-nine years upon trusts which have now determined, and subject thereto, and after uses which determined on the death of the tenth Earl, to the use of Lord Alfred Paget and Daniel Heneage Finch Hatton for a term of two hundred years, upon trusts which have also determined, and subject thereto to the use of the tenth Earl and his assigns for his life, with remainder to the use of the Duke of Richmond and Gordon and Christopher Turnor for a term of one hundred years from the decease of the tenth Earl if the eleventh Earl should so long live (in this Act called "the determinable term") upon the trusts hereinafter declared thereof, with remainder to trustees for a term of years, with remainder to the first and every other son of the marriage, severally and successively according to seniority in tail male, with divers remainders over in strict settlement; and it was thereby agreed and declared that the estates limited to the said Duke of Richmond and Gordon and Christopher Turnor for the determinable term were so limited to them upon trust after the decease of the tenth Earl and until the eleventh Earl should assign charge or otherwise dispose of the said estates or the rents and profits thereof, or should agree so to do, or should do any other act whereby the said estates or any of them or the rents and profits thereof if vested in or payable to himself would become vested in or payable to some other person, to permit the eleventh Earl to receive the rents and profits for his own use and benefit; and from and after the determination in manner aforesaid of the trust lastly hereinbefore declared then upon trust thenceforth during the residue of the determinable term to receive and take the rents and profits of the said estates, after payment and satisfaction of all the annuities and the interest on all the charges and incumbrances, and to apply the same rents and profits for the maintenance and benefit of the

eleventh Earl and his then intended or any future wife, and the child or children and issue of the eleventh Earl by any such wife, in such manner as the said Duke of Richmond and Gordon and Christopher Turnor or the survivor of them, or the executors or administrators of the survivor, should of their or his absolute discretion think fit: And the said indenture also contained trusts for raising portions for the younger children of the eleventh Earl by his then intended wife, amounting altogether in the events which have happened to twenty thousand pounds; and declared that nothing therein contained should prejudice or affect the powers of jointuring and charging for portions reserved to the eleventh Earl by the recited settlement of one thousand eight hundred and forty-three:

Issue of marriage of eleventh Earl.

And whereas the marriage of the eleventh Earl with the said Constance Henrietta his wife was solemnised on the sixth day of August one thousand eight hundred and forty-six and there were issue of the marriage four children and no more that is to say, the Right Honourable George William Heneage Finch Hatton (commonly called Viscount Maidstone) born on the twenty-sixth day of December one thousand eight hundred and fifty-two, and three daughters:

Third marriage of tenth Earl 1849.

And whereas the tenth Earl on the seventeenth day of October one thousand eight hundred and forty-nine intermarried with his third wife Fanny Margaretta now Countess Dowager of Winchilsea and Nottingham (then Fanny Margaretta Rice spinster) and by an indenture of settlement dated the sixteenth day of October one thousand eight hundred and forty-nine exercised in her favour certain powers of jointuring then vested in him as therein appearing to the amount of the annual sum of two thousand pounds:

And whereas there was issue male of the said marriage three sons and no more, that is to say: the Honourable Murray Edward Gordon Finch Hatton, herein-after called the present Earl, born on the twenty-eighth day of March one thousand eight hundred and fifty-one, the Honourable Henry Stormont Finch Hatton born on the third day of November one thousand eight hundred and fifty-two, and the Honourable Harold Heneage Finch Hatton born on the twenty-third day of August one thousand eight hundred and fifty-six.

Death and will of tenth Earl 1858.

And whereas the tenth Earl died on or about the eighth day of January one thousand eight hundred and fifty-eight, having duly made and executed his will dated the seventeenth day of May one thousand eight hundred and fifty-six, whereby he devised certain hereditaments in the counties of Kent Northampton and Leicester and elsewhere, to trustees to and upon the same uses and trusts as should be subsisting or capable of taking effect at the time of the

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testator's decease with respect to the real estates comprised in the said indenture of settlement of one thousand eight hundred and forty-three, and the said marriage settlement of one thousand eight hundred and forty-six, but subject as to such of the hereditaments so devised as were situate in the county of Leicester to a term of two hundred years created by the said will for keeping up out of the rents of the premises comprised therein two policies of assurance for three thousand pounds each on the life of the eleventh Earl:

And whereas the said testator duly made and executed a codicil to his said will dated the thirteenth day of November one thousand eight hundred and fifty-seven, and thereby bequeathed two policies of assurance therein mentioned (one of which policies therein stated to be a policy for four thousand four hundred pounds was in fact three policies for sums amounting to four thousand three hundred pounds in all) to the trustees of the said last-mentioned term on the same trusts and for the same purposes as declared and mentioned in his said will concerning the said two policies for three thousand pounds each:

And whereas the said will and codicil were duly proved on the twentieth day of March one thousand eight hundred and fifty-eight:

Succession of eleventh Earl 1858.

And whereas on the death of the tenth Earl the eleventh Earl became entitled under the trusts of the determinable term to the receipt of the rents and profits of the estates settled as aforesaid for his own use and benefit:

Estate Act of 1865.

And whereas the eleventh Earl, being in pecuniary difficulties at the time of and subsequently to his succession to the said settled estates, applied for and obtained in the year one thousand eight hundred and sixty-five an Act of Parliament, whereof the short title is Earl of Winchilsea's Estate Act 1865, whereby he was empowered with the consent of the trustees of the determinable term to raise a sum not exceeding fifty thousand pounds on mortgage of his life interest in the said settled estates for the purpose of discharging his debts and the other purposes in the said Act mentioned: And it was provided by the said Act that after the passing thereof the rents and profits of the said settled estates should during the life of the said Earl and after making the payments and provisions therein mentioned be applied by the said trustees for the maintenance and benefit of all or any one or more of the said Earl and of his family in such manner as the trustees in their absolute discretion should think fit and with such powers as are therein mentioned:

Mortgages for £50,000 and £684 under powers

And whereas the eleventh Earl, under the power in that behalf given him by the said Act of 1865, and with the consent of the said Duke of Richmond and Gordon and Christopher Turnor, in or about

the month of December one thousand eight hundred and sixty-five, raised the sum of fifty thousand pounds by a mortgage to the North British and Mercantile Insurance Company of his life interest in all the said settled estates (except the advowsons), and also of two policies of assurance on his life effected with the same insurance company in the respective sums of seven thousand pounds and forty-eight thousand pounds; and also in or about the month of March one thousand eight hundred and sixty-seven raised the further sum of six hundred and eighty-four pounds, (being the amount of the expenses of raising and securing the said sum of fifty thousand pounds) by way of a further charge in favour of the same insurance company on the premises comprised in the aforesaid mortgage:

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And whereas the eleventh Earl on or about the eighth day of October one thousand eight hundred and seventy was adjudicated a bankrupt by the Court of Bankruptcy in London:

Bankruptcy of eleventh Earl 1870.

And whereas the said Viscount Maidstone, son of the eleventh Earl, attained the age of twenty-one years on the twenty-sixth day of December one thousand eight hundred and seventy-three:

Majority of Viscount Maidstone 1873.

And whereas in pursuance of an order of the Court of Chancery, made on the twenty-second day of July one thousand eight hundred and seventy-four by a disentailing assurance dated the twenty-fourth day of July one thousand eight hundred and seventy-four and duly enrolled in Chancery the estates then subject to the subsisting uses of the recited settlement of one thousand eight hundred and forty-three and the recited marriage settlement of one thousand eight hundred and forty-six, together with other hereditaments in which the said Viscount Maidstone was entitled to an estate in tail male under the recited will of the tenth Earl, were (as more particularly appears from the recitals to the Estate Act of 1877 herein-after mentioned) disentailed by the said Viscount Maidstone:

Disentailing assurance 1874.

And whereas by an indenture of re-settlement also dated the twenty-fourth day of July one thousand eight hundred and seventy-four and made in pursuance of the said order of the Court of Chancery, between the said Viscount Maidstone of the first part, the eleventh Earl and his wife the then Countess of Winchilsea of the second part, the said Duke of Richmond and Gordon and Christopher Turnor of the third part, and Robert Furley of the fourth part, the estates comprised in and expressed to be granted by the said disentailing assurance were re-settled, so as to confirm with certain modifications the trusts of the marriage settlement of one thousand eight hundred and forty-six, and of the will of the tenth Earl, and of the Estate Act of 1865, affecting the said determinable term; and so as also to confirm the trusts of the term

Re-settlement of 1874.

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of two hundred years limited as respects certain hereditaments in the county of Leicester by the will of the tenth Earl for the purpose of keeping up policies of assurance on the life of the eleventh Earl herein-before mentioned; and so as also to confirm (subject as therein mentioned) the powers of jointuring and charging leasing sale and exchange and other powers exerciseable by the eleventh Earl under the recited settlement of one thousand eight hundred and forty-three the marriage settlement of one thousand eight hundred and forty-six and the will of the tenth Earl: And subject and without prejudice to the trusts and powers aforesaid all the said hereditaments (collectively herein-after referred to as "the Winchilsea estates") were charged with payment to the said Viscount Maidstone his heirs executors administrators or assigns of the sum of one thousand five hundred pounds and subject to that charge were limited to the use of the said Viscount Maidstone and his assigns for his life, with remainder to his first and other sons successively according to seniority in tail male, with a remainder to preserve contingent remainders, with remainder to the use of the second and other subsequently born sons of the eleventh Earl successively according to seniority in tail male, with remainder to the use of the present Earl of Winchilsea and Nottingham then the Honourable Murray Edward Gordon Finch Hatton and his assigns for his life, with remainder to the use of the first and other sons of the present Earl successively according to seniority in tail male, with remainder to the use of the Honourable Henry Stormont Finch Hatton and his assigns for his life, with remainder to the use of the first and other sons of the said Henry Stormont Finch Hatton successively according to seniority in tail male, with remainder to the use of the Honourable Harold Heneage Finch Hatton and his assigns for his life, with remainder to the use of the first and other sons of the said Harold Heneage Finch Hatton successively according to seniority in tail male, with remainder to such uses and upon such trusts as the said eleventh Earl and the said Viscount Maidstone should during their joint lives appoint, with remainder as the said Viscount Maidstone if he should survive the said eleventh Earl should appoint, with remainder to the use of Edward Hatton Finch Hatton (the eldest son of the Honourable and Reverend Daniel Heneage Finch Hatton) and his assigns for his life, with remainder to the use of the first and other sons of the said Edward Hatton Finch Hatton successively according to seniority in tail male, with remainder to the use of the Reverend William Robert Finch Hatton (the second son of the said Daniel Heneage Finch Hatton) and his assigns for his life, with remainder to the

use of the first and other sons of the said William Robert Finch Hatton successively according to seniority in tail male, with divers remainders over: And it was by the indenture now in recital agreed and declared that the trusts of the said determinable term should be varied as therein mentioned, and as appears by the recitals to the said Estate Act of 1877: And the indenture now in recital contained powers of jointuring and of charging portions exerciseable by the said Viscount Maidstone and successive tenants for life, and powers of enfranchisement sale and exchange and other ancillary powers exerciseable by the trustees of the said indenture of re-settlement, and powers for the said trustees to raise money upon such requests with such consents and for such purposes as appear by the recitals to the said Estate Act of 1877, including a power to raise money for the purpose of paying off the principal sums of fifty thousand pounds and six hundred and eighty-four pounds owing to the North British and Mercantile Insurance Company as aforesaid, and any other sums charged on the Winchilsea estates or any parts or part thereof, by way of mortgage or otherwise and for keeping on foot the said two policies of assurance on the life of the eleventh Earl for the respective sums of seven thousand pounds and forty-eight thousand pounds:

Mortgage for £135,000 1876.

And whereas in or about the month of January one thousand eight hundred and seventy-six the said Duke of Richmond and Gordon and Christopher Turnor, as trustees of the said indenture of re-settlement of one thousand eight hundred and seventy-four and in exercise of the said power of raising money by mortgage, and at the request as well of the eleventh Earl as of the said Viscount Maidstone, raised the sum of one hundred and thirty-five thousand pounds by a mortgage in fee of the Winchilsea estates, and applied one hundred and six thousand six hundred and eighty-four pounds out of that sum in payment to the several persons entitled thereto respectively of the several principal sums then charged by way of mortgage or otherwise on parts of the said estates and having priority over the said indenture of re-settlement of one thousand eight hundred and seventy-four, and applied the further sum of five thousand two hundred and sixty pounds in payment of other principal sums raised as temporary loans under the said re-settlement, the particulars of all which principal sums are set forth in the First Schedule of the said Estate Act of 1877, and applied the residue of the said sum of one hundred and thirty-five thousand pounds in manner appearing by the recitals to that Act:

Marriage of Viscount Maidstone 1876.

And whereas the said Viscount Maidstone on the twenty-eighth day of December one thousand eight hundred and seventy-six

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intermarried with Louisa Augusta Viscountess Maidstone (then Louisa Augusta Jenkinson, spinster, a daughter of Sir George Jenkinson Baronet); and by a post nuptial settlement dated the fifth day of April one thousand eight hundred and seventy-seven exercised the power of jointuring exerciseable by him under the said indenture of re-settlement of one thousand eight hundred and seventy-four:

Estate Act of 1877.

And whereas by the Earl of Winchilsea and Nottingham's Estate Act 1877, the modifications of the trusts of the said determinable term made or purporting to be made by the said indenture of re-settlement of one thousand eight hundred and seventy-four, and the said trusts so modified, were confirmed and declared (except as otherwise by the said Act expressly provided) to be valid and operative; and the powers of sale and exchange and other ancillary powers contained in that indenture were also confirmed and extended, and the powers of investment under the said indenture were also extended, and other provisions were made, which are not material for the purposes of this Act:

Death of Constance Henrietta wife of eleventh Earl 1878.

And whereas the said Constance Henrietta Countess of Winchilsea and Nottingham and wife of the eleventh Earl died on or about the fifth day of March one thousand eight hundred and seventy-eight:

Death of Viscount Maidstone 1879.

And whereas the said Viscount Maidstone died without leaving issue on or about the third day of February one thousand eight hundred and seventy-nine:

And whereas the herein-before recited powers of appointment given by the said indenture of re-settlement of the twenty-fourth day of July one thousand eight hundred and seventy-four to the eleventh Earl and the said Viscount Maidstone and to the said Viscount Maidstone in the event of his surviving the eleventh Earl were never exercised:

Second marriage of eleventh Earl 1882.

And whereas the eleventh Earl on or about the sixteenth day of February one thousand eight hundred and eighty-two intermarried with the Honourable Elizabeth Georgiana Bryan (commonly called Lady Elizabeth Bryan) now Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham; and by an indenture of settlement dated the fifteenth day of February one thousand eight hundred and eighty-two exercised in her favour the power of jointuring therein stated to be exerciseable by him under the recited settlements of one thousand eight hundred and forty-three and one thousand eight hundred and forty-six or one of them to the full amount of the annual sum of two thousand pounds:

And whereas there was no issue of the said last-mentioned marriage:

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And whereas the eleventh Earl died on or about the ninth day of June one thousand eight hundred and eighty-seven, and thereupon the present Earl succeeded to the title and became tenant for life of the Winchilsea estates:

Death of eleventh Earl and succession of present (twelfth) Earl 1887.

And whereas the present Earl on the twenty-seventh day of October one thousand eight hundred and seventy-five intermarried with his present wife now Countess of Winchilsea and Nottingham, then Edith Harcourt, spinster, only daughter of Edward William Harcourt Esquire, and has issue male, one son only, namely, the Honourable George Edward Henry Murray Finch Hatton (commonly called Viscount Maidstone) born on the third day of September one thousand eight hundred and eighty-two:

Marriage of present Earl 1875.

Brothers of present Earl.

And whereas the said Henry Stormont Finch Hatton, on the twelfth day of January one thousand eight hundred and eighty-two intermarried with Annie Jane Codrington, spinster, and has issue male, two sons only, namely, Guy Montagu George, born on the twenty-eighth day of May one thousand eight hundred and eighty-five, and Denys George, born on the twenty-fourth day of April one thousand eight hundred and eighty-seven. And whereas the said Harold Heneage Finch Hatton is a bachelor:

And whereas the said Edward Hatton Finch Hatton died on the sixth day of April one thousand eight hundred and eighty-seven, without leaving issue male:

G. O. Finch Hatton first tenant in tail of full age.

And whereas the said William Robert Finch Hatton on or about the fourth day of August one thousand eight hundred and fifty-two intermarried with Agnes Graham Oxenden (his present wife) and their eldest son Greville Oxenden Finch Hatton, who was born on the fourteenth day of May one thousand eight hundred and fifty-three, is the first tenant in tail of full age under the limitations of the said indenture of settlement of the twenty-fourth day of July one thousand eight hundred and seventy-four:

Statement of sums realised by policies on death of eleventh Earl.

And whereas on the death of the eleventh Earl the moneys realised by the policies of assurance on his life effected with the North British and Mercantile Assurance Company as herein-before recited and the other policies on the life of the said Earl described in the Third Schedule to the Estate Act of 1877 and in the First Schedule to this Act, amounted to upwards of eighty-eight thousand pounds and such part of those moneys as were applicable for that purpose were applied in part satisfaction of the mortgage debt of one hundred and thirty-five thousand pounds then owing on the Winchilsea estates as herein-before recited; leaving a balance charged thereon of fifty-seven thousand four hundred and fifty pounds:

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Provisions in Estate Act of 1877 for keeping on foot policies.

And whereas by section ten of the Estate Act of 1877 the trustees of the will and codicil of the tenth Earl were empowered to assign the policies of assurance bequeathed in trust by the said will and codicil as aforesaid (being six of the policies specified in the First Schedule to this Act) to the trustees of the determinable term; and by section eleven of the same Act the said trustees became bound to keep on foot those policies if so assigned, out of the rents and profits of the hereditaments subject to the trusts of that term and any other income applicable for the same purpose for which such rents and profits should for the time being be applicable:

And whereas all the said policies, though not in fact so assigned, have nevertheless been kept on foot as next herein-after recited:

And whereas for some few years before the year one thousand eight hundred and eighty-one the said trustees had from time to time borrowed from their bankers in anticipation of the yearly income from the Winchilsea estates such sums as were necessary for the payments under their trust which included the payment of the premiums on the said policies:

Indemnity by present Earl to trustees in respect of sums borrowed and applied in keeping on foot policies, 1881.

And whereas in the year one thousand eight hundred and eighty-one the rents and profits of the Winchilsea estates being materially reduced, and appearing likely to prove insufficient for payment (after meeting prior charges) of the premiums on all the said policies, the said trustees represented to the present Earl then the said Murray Edward Gordon Finch Hatton that they were personally liable for the sums so borrowed from their bankers, and were unwilling to continue or increase that liability without security, and that if such security were not forthcoming they might be compelled to surrender or allow to lapse the said policies for seven thousand pounds and forty-eight thousand pounds (the surrender value of the same being at that time only about thirteen thousand pounds):

And whereas on the representations and at the request of the said trustees, and to avoid the loss, then estimated at about thirty-six thousand pounds, which the Winchilsea estates and persons interested therein would have sustained if the said policies had been surrendered or allowed to lapse, the present Earl by an indenture dated the third day of September one thousand eight hundred and eighty-one covenanted to indemnify (in the event of his succeeding to the title and estates) the said trustees to the extent of ten thousand pounds, against liability in respect of sums borrowed or to be borrowed from their bankers as aforesaid, which indemnity was subsequentey increased to fifteen thousand pounds in respect of further sums similarly borrowed and applied:

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And whereas the said trustees, through the assistance thus rendered by the present Earl, found themselves in a position to continue to keep in force all the said policies, and to realise the full amounts assured thereby, to the great benefit of the Winchilsea estates and of the persons entitled to jointures or otherwise interested therein:

And whereas the said trustees at the time of the late Earl's death had borrowed from their bankers and applied to the purposes aforesaid a further sum of one thousand seven hundred pounds beyond the sum of fifteen thousand pounds aforesaid; and there is now also owing by them a sum of about one thousand pounds on account of interest on the said sums of fifteen thousand pounds and one thousand seven hundred pounds:

And whereas the said Christopher Turnor died on or about the seventh day of March one thousand eight hundred and eighty-six:

And whereas the income arising from the Winchilsea estates has of late years seriously diminished, and at the time of the present Earl's succession was insufficient to pay all the said jointure rentcharges in full; and the arrears due to the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham and to the said Viscountess Maidstone will on the next quarterly days of payment amount to one thousand seven hundred and fifty pounds or thereabouts:

And whereas, having regard to the benefit which has accrued to the Winchilsea estates and to the persons entitled to jointures and otherwise interested therein from keeping in force the said policies, it is just and expedient that the present Earl be authorised to raise a sum of money not exceeding twenty thousand pounds (besides the expenses of raising and securing the same) by a mortgage or mortgages of the fee simple of the Winchilsea estates aforesaid, and of any other hereditaments now subject to the same uses and trusts, for the purpose of repaying the said sums of fifteen thousand pounds, and one thousand seven hundred pounds, with the interest thereon, and of paying the arrears of jointure rentcharges not exceeding one thousand seven hundred and fifty pounds, and of paying the costs charges and expenses of and incident to the obtaining and passing of this Act:

And whereas the jointures and other charges which now affect the Winchilsea estates or parts thereof are set forth in the Second Schedule to this Act:

And whereas in consideration of the immediate benefit to accrue to them under the provisions of this Act, the said Elizabeth Georgiana Dowager Countess of Winchilsea and Nottingham and the said Louisa Augusta Dowager Viscountess Maidstone have agreed

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that any mortgage to be effected under the powers of this Act shall rank in priority to their respective jointure rentcharges:

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

Therefore Your Majesty's most dutiful and loyal subject Murray Edward Gordon Earl of Winchilsea and Nottingham doth most humbly beseech Your Majesty that it may be enacted, and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons, in this present Parliament assembled, and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Earl of Winchilsea and Nottingham's Estate Act 1888.

Power for present Earl to raise not exceeding £20,000 and costs.

2. The present Earl may from time to time raise for the purposes of this Act on the security of a mortgage or mortgages in fee simple of all or any part of the Winchilsea estates, and of any hereditaments purchased since the date of the said indenture of re-settlement of one thousand eight hundred and seventy-four and now subject to the same uses and trusts as the Winchilsea estates aforesaid, with or without any other collateral security, any sums not exceeding in the whole twenty thousand pounds, besides the expenses of raising and securing the same; and in order to secure the repayment of the principal sums raised with interest the present Earl may mortgage the fee simple and inheritance of the Winchilsea estates or any part or parts thereof to the persons advancing the principal sums or their nominees; and the mortgages shall rank next after the mortgages of the said estates now existing and after any mortgage which may be made for raising any portion or portions for younger children of the eleventh Earl under the said indenture of settlement of the fifth day of August one thousand eight hundred and forty-six and shall have priority over the jointure rentcharges of the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham widow of the eleventh Earl and of Louisa Augusta Dowager Viscountess Maidstone widow of the late Viscount Maidstone; and any such mortgage or mortgages may contain such powers of sale and other powers and provisions as the present Earl may think fit.

Power to re-borrow.

3. If and when the present Earl after having secured any money by any mortgage under this Act is required or thinks fit to pay off the money thereby secured or any part thereof, the present Earl may re-borrow and mortgage for the purpose as in case of the original borrowing thereof.

Power to concur in transfer of mortgage, &c.

4. The present Earl after having made any mortgage under this Act, may from time to time make and concur in all such transfers of and other dealings with the mortgage, and may procure all such releases or reconveyances of the mortgaged premises or any part thereof, and may make, concur in, and procure all such other dealings with and dispositions of the mortgage or the mortgaged premises comprised therein, or any part thereof, as the present Earl, from time to time thinks expedient.

Provision in case of death of present Earl.

5. In the event of the death of the present Earl without having exercised or having only partially exercised the powers given to him by this Act, the trustees or trustee by this Act appointed may exercise all or any of the said powers as fully and effectually as the present Earl could have exercised them; and in that event the provisions of this Act shall, so far as necessary, be read and have effect as if the said trustees or trustee were therein substituted for the present Earl; and the said trustees or trustee shall be by virtue of this Act indemnified for any act or thing done in good faith by them or him in the execution of the said powers or any of them.

Application of moneys raised by the Earl.

6. The most Noble Charles Henry Duke of Richmond and Gordon and the Honourable Harold Heneage Finch Hatton and the survivor of them are hereby constituted trustees for the purpose of the receipt and application of the principal moneys from time to time raised under this Act, and those moneys shall accordingly be paid into the hands of the said trustees or the survivor of them who shall alone be capable of giving an effectual receipt for the same and the said moneys, so far as they suffice, shall be applied by the said trustees and the survivor of them as follows and not otherwise (that is to say):—

Firstly: In payment of the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto, and of the expenses of raising and securing the moneys raised:

Secondly: In repayment of all sums borrowed and applied as herein-before recited in keeping in force any policies or policy on the life of the eleventh Earl or in payment of estate or other charges, to an amount not exceeding sixteen thousand seven hundred pounds together with any interest due thereon:

Thirdly: In payment to the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham and the said Louisa Augusta Dowager Viscountess Maidstone of arrears of their

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respective jointure rentcharges due at the passing of this Act not exceeding one thousand seven hundred and fifty pounds.

Lenders not liable for loss, &c.

7. A lender of money under this Act shall not be bound to see to the application or be answerable for any loss or misapplication thereof.

General saving clause.

8. Saving always to the Queen's most Excellent Majesty, Her heirs and successors, and to all persons and bodies politic and corporate and their respective heirs, successors, executors, and administrators (other than the several persons by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever in to or out of the Winchilsea estates or any part thereof, as they or any of them had before the passing of this Act or could or might have enjoyed if this Act had not been passed:

Exceptions out of general saving.

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

(1.) The present Earl of Winchilsea and Nottingham:

(2.) The present Countess of Winchilsea and Nottingham:

(3.) The present Viscount Maidstone:

(4.) The Honourable Henry Stormont Finch Hatton and his said wife Annie Jane Finch Hatton and their said two sons, Guy Montagu George and Denys George, and other sons hereafter to be born, and the heirs male of the bodies of such sons respectively:

(5.) The Honourable Harold Heneage Finch Hatton, and the heirs male of his body:

(6.) Every or any future wife of the present Earl, and all sons hereafter to be born of the present Earl, by his present or any future wife, and the heirs male of their respective bodies:

(7.) The first and other sons of the said Viscount Maidstone, and the heirs male of their respective bodies:

(8.) Every person not herein-before specifically mentioned or referred to, claiming or to claim any estate right or interest under or by virtue of any exercise either by the present Earl, or by the said Henry Stormont Finch Hatton, or by the said Harold Heneage Finch Hatton, of the respective powers of jointuring and charging for portions given to them respectively by the said indenture of re-settlement of one thousand eight hundred and seventy-four:

(9.) The said William Robert Finch Hatton and his said wife Agnes Graham Finch Hatton and his first and other sons, and the heirs male of their respective bodies:

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(10.) The said Greville Oxenden Finch Hatton and the other sons born or hereafter to be born of the said William Robert Finch Hatton, and the heirs male of their respective bodies:

(11.) All and every the persons now claiming or hereafter to claim under or by virtue or in respect of or by reference to any of the uses or estates limited by the said indenture of re-settlement of one thousand eight hundred and seventy-four subsequent to the uses or estates in tail male thereby limited to the first and other sons of the said William Robert Finch Hatton:

(12.) Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham:

(13.) Louisa Augusta Viscountess Maidstone widow of the late Viscount Maidstone:

(14.) The said Duke of Richmond and Gordon or other the trustee or trustees for the time being of the said indenture of re-settlement of one thousand eight hundred and seventy-four:

(15.) Every person not herein-before specifically mentioned or referred to in whom any estate term or interest in the Winchilsea estates or any part thereof, as a trustee for or for the benefit of any person bound by this Act, in respect of such estate term or interest:

(16.) The respective heirs, executors, administrators, or assigns, of the several persons aforesaid in respect of the several estates rights or interests of such persons respectively:

(17.) Thomas Dixon Galpin as mortgagee under an indenture dated the thirteenth day of December one thousand eight hundred and eighty-seven between the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham of the first part Alfred Pearce Jones and Charles Edward Bloomer of the second part and the said Thomas Dixon Galpin of the third part, of the said jointure rentcharge payable to the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham:

(18.) Provided always that the exception of the said Thomas Dixon Galpin or the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham out of the general saving contained in this Act shall not operate to take away or affect any priority which before the passing of this Act, or if this Act had not been passed, the said Thomas Dixon Galpin was or would or might have been entitled to in respect of his said mortgage, or the said Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham in respect of her said jointure

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rentcharge over any charge or incumbrance upon the Winchilsea estates other than the sum by this Act authorised to be raised and to which priority is hereby expressly given.

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

9. 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 as printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

FIRST SCHEDULE.

List of Policies on Life of eleventh Earl of Winchilsea.

Amount assured.	Name of Assurance Office.	Date of Policy.	No. of Policy.	Annual Premium.	Observations.
£				£ s. d.	
1,000	Eagle Life Assurance Company.	10 February 1844.	76,522	22 10 0	
999	Ditto ditto -	6 November 1848.	75,590	21 17 6	
1,500	London and Provincial Law Assurance Society.	26 April 1848	268	41 0 0	These 6 policies are the policies comprised in a mortgage dated 7th March 1850 for £10,000.
2,000	Law Life Assurance Society.	6 March 1850	13,797	59 16 8	
3,500	London and Provincial Law Assurance Society.	15 March 1850	466	100 6 8	
1,000	Economic Life Assurance Society.	4 March 1850	9,125	27 13 9	
3,000	Law Life Assurance Society.	5 September 1844.	11,334		
3,000	Economic Assurance Society.	5 September 1844.	6,263		
1,500	Ditto ditto -	3 August 1848	8,222	37 1	These 6 policies are the policies bequeathed in trust by the will and codicil of the tenth Earl of Winchilsea.
2,200	Minerva now Standard Life Assurance Company.	19 November 1852.	2,662a	66 0 0	
1,000	Minerva now Standard Life Assurance Company.	19 November 1851.	2,295a	30 0 0	
1,100	Ditto ditto -	1 December 1851.	2,312a	33 0 0	
7,000	North British and Mercantile Insurance Company.	11 October 1865.	N 21,566	333 19 2	These 2 policies are the policies comprised in the mortgages 22nd December 1865 and 9th March 1867 for securing the £50,684 raised under the Earl of Winchilsea's Estate Act 1865.
48,000	Ditto ditto -	22 December 1865.	N 21,635	2,290 0 0	

SECOND SCHEDULE.

List of Charges now affecting the Winchilsea Estates.

PART I.

Jointure Rentcharges, &c.

Amount and Nature of Charge.	Date of Instrument creating Charge.	Property charged.
Jointure rentcharge of £2,000 payable to Fanny Margaretta Countess Dowager of Winchilsea and Nottingham widow of tenth Earl.	16 October 1849 -	Part of the Northamptonshire estates comprised in the settlement of 5th August 1846.
Jointure rentcharge of £2,000 payable to Elizabeth Georgiana Countess Dowager of Winchilsea and Nottingham widow of eleventh Earl.	15 February 1882	All the estates comprised in the settlement of 5th August 1846 or subject thereto by virtue of the will of the tenth Earl except advowsons.
Jointure rentcharge of £1,000 payable to Louisa Augusta Dowager Viscountess Maidstone widow of Viscount Maidstone.	5 April 1877 -	All the Winchilsea estates except advowsons.
£6,598 9*s.* 9*d.* balance not [illegible]ed of [illegible] portion[illegible] of	5 August 1846 -	All the estates comprised in the settlement of 5th August 1846 or subject thereto by virtue of the will of the tenth Earl except advowsons.

PART II.

Mortgages.

Amount.	Nature of Charge.	Date of Security.	Property charged.
£ 57,450	Mortgage in fee -	21st January 1876 -	All the Winchilsea estates.
13,663	Mortgage for 3,000 years term to raise the portions of Lady Constance Eleanora Caroline Howard and Lady Hilda Jane Sophia Higgins two of the younger children of the eleventh Earl.	7th December 1887 -	All estates comprised in the settlement of 5th August 1846 or subject thereto by virtue of the will of the tenth Earl except advowsons.

PART III.

DRAINAGE RENTCHARGES created under the provisions of the Lands Improvement Company's Acts and charged by Orders of the Inclosure Commissioners.

Amount of Rentcharge.	Duration of Rentcharge.	Date of Order.	Property charged.
£ s. d. 157 19 2	March 1889 - -	26th May 1864 -	Parts of the Winchilsea estates specified in this Order and situate in the county of Northampton.
38 16 10	December 1899 -	1st February 1875 -	Parts of the Winchilsea estates specified in this Order and situate in the county of Northampton.
43 16 10	June 1900 - -	8th September 1875 -	Parts of the Winchilsea estates specified in this Order and situate in the county of Kent.

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