ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. 10.

An Act for amending, extending, and enlarging the Powers contained in the Will and Codicil of the Right Honourable *Thomas Atherton* Lord *Lilford* deceased. [29th *July* 1864.]

Indenture dated 22d May 1830.

WHEREAS by an Indenture bearing Date the Twenty-second Day of *May* One thousand eight hundred and thirty, grounded on a Lease for a Year, and made between the Right Honourable *Thomas Atherton* Lord *Lilford* of the First Part, the Right Honourable *Henry Richard Vassall* Lord *Holland* of the Second Part, the Honourable *Mary Elizabeth Fox* of the Third Part, the Honourable *John Fox Strangways* and the Honourable *Henry Edward Fox* of the Fourth Part, the Right Honourable *Charles Augustus* Lord *Howard de Walden* and *Vernon Smith* of the Fifth Part, and *John Campbell Colquhoun*, the Reverend *Richard Leonard Adams*, and the Right Honourable and Reverend Lord *Wriothesley Russell*, and the Honourable *George William Frederick Howard* then commonly called Viscount *Morpeth*, now Earl of *Carlisle*, of the Sixth Part, being a Settlement made on the Marriage of the said *Thomas Atherton* Lord *Lilford* with the said *Mary Elizabeth Fox*, now Dowager Lady *Lilford*, divers Manors, Capital

 and

and other Messuages, Lands, and Hereditaments in the County of *Lancaster* were settled and assured by the said *Thomas Atherton* Lord *Lilford* to the Use of the said Lord *Howard de Walden* and *Vernon Smith* for a Term of Ninety-nine Years, for securing an annual Sum by way of Pin Money for the said *Mary Elizabeth* now Dowager Lady *Lilford*, and subject thereto to the Use of the said *Thomas Atherton* Lord *Lilford* for his Life, with a Limitation to the Use of the said *John Fox Strangways* and *Henry Edward Fox* during the Life of the said Lord *Lilford*, in trust for him, with Remainder to the Use and Intent that the said *Mary Elizabeth* Lady *Lilford* should during her Life receive out of the said Hereditaments a yearly Rentcharge of Two thousand Pounds by way of Jointure, with the usual Powers and Remedies for recovering the same, and subject thereto to the Use of the said *John Campbell Colquhoun*, *Richard Leonard Adams*, Lord *Wriothesley Russell*, and Viscount *Morpeth*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trusts therein-after mentioned, with Remainder to the Use of the Heirs and Assigns of the said *Thomas Atherton* Lord *Lilford*, and the Trusts of the said Term of One thousand Years were thereby declared to be for better securing the said Jointure Rentcharge of Two thousand Pounds, and subject thereto upon trust that the said *John Campbell Colquhoun*, *Richard Leonard Adams*, Lord *Wriothesley Russell*, and Viscount *Morpeth*, and the Survivors and Survivor of them, his Executors or Administrators, should, after the Decease of the said Lord *Lilford*, or during his Lifetime with his Consent, as therein mentioned, by Mortgage, Sale, or other Disposition of the said Hereditaments or a competent Part thereof, or by such other Means as the Trustees or Trustee should think fit, raise the Sum of Eight thousand Pounds for the Portion or Portions of the Child or Children of the said Lord *Lilford* by the said *Mary Elizabeth* Lady *Lilford*, other than an eldest or only Son entitled in possession or on the Decease of the said Lord *Lilford* to the Barony of *Lilford*, and the said Sum of Eight thousand Pounds should be in trust for all or any One or more exclusively of the others or any other of the Daughters and younger Sons of the said Lord *Lilford* by the said *Mary Elizabeth* Lady *Lilford*, other than as aforesaid, in such Proportions and Manner as the said Lord *Lilford* by Deed or by his Will should appoint, and in default of such Appointment, and so far as no such Appointment should extend, the said Sum should be in trust for such Child or Children other than as aforesaid, and if more than One should be equally divided among them, the Shares of Sons to be paid at their respective Ages of Twenty-one Years, and the Shares of Daughters to be paid at their respective Ages of Twenty-one Years or Days of Marriage, if after the Decease of the said Lord *Lilford*, but if in his Lifetime then the Payment should be postponed until after his Decease, unless he should direct the contrary, but the

said Sum should be a vested Interest in the Children entitled thereto at the respective Periods aforesaid, with Benefit of Survivorship as to the original and accruing Share of each Child previously dying to the Survivors or others of the said Children other than as aforesaid; and in the said Indenture was contained, amongst other Powers, a Power for the said Lord *Lilford* to grant in Fee, or demise for Lives or for Years, the said Hereditaments for Building Purposes, at Rents of not less than One Halfpenny *per Annum* for every Square Yard which should be so granted or leased, similar to the Power of granting or leasing for Building Purposes contained in the Will of the said Lord *Lilford* herein-after stated, except as to the Amount of the minimum Rent to be reserved, and also a Power for the Trustees therein named, at the Request of the said Lord *Lilford*, to dispose of the said Hereditaments by way of Sale or Exchange, and lay out the Proceeds of Sale in the Purchase of other Hereditaments: And whereas the said *Thomas Atherton* Lord *Lilford*, being at the Time of making his Will herein-after mentioned seised of or entitled to the said Estates in the County of *Lancaster*, and to other Estates in the County of *Northampton* and elsewhere, in Fee Simple in Possession, subject as to the said Estates in the County of *Lancaster* comprised in the said Settlement to the said Jointure Rentcharge of Two thousand Pounds *per Annum*, and to the said Sum of Eight thousand Pounds charged thereon for Portions for his younger Children as aforesaid, and to the said Term of One thousand Years for securing the said Jointure and Portions, made his Will, bearing Date the Twenty-fourth Day of *February* One thousand eight hundred and forty-one, and thereby gave to his said Wife a yearly Rentcharge of Two thousand Pounds, in addition to the Provision made for her by the said Settlement, and to be charged upon all the Hereditaments comprised in the said Settlement, and he empowered the Trustees for the Time being of the said Term of One thousand Years to exercise all the Powers given to them by the said Settlement for better securing the Payment of the said annual Sum, and he further directed that the said Trustees should, by Mortgage, Sale, Demise, or other Disposition of the Hereditaments comprised in the said Term, or otherwise as therein mentioned, raise the further Sum of Ten thousand Pounds for additional Portions for his younger Sons and Daughters by his said Wife, and that the same should be held upon the like Trusts as were by the said Settlement declared of the said Sum of Eight thousand Pounds; and the said Testator thereby devised all the Manors and other Hereditaments in the Counties of *Northampton* and *Lancaster* and elsewhere in *Great Britain*, of or to which he was seised or entitled in Fee Simple, in possession, reversion, or remainder, or which he was empowered to dispose of by virtue of any special Power, subject to the Incumbrances affecting the same, to the Use of his eldest Son the Honourable *Thomas Littleton Powys*, and his Assigns, during his Life,

Will of Thomas Atherton Lord Lilford, dated 24th Feb. 1841.

Life, without Impeachment of Waste, with a Limitation to the Use of his the Testator's Brother the Honourable and Reverend *Horatio Powys*, and *Vernon Smith* Esquire, and their Heirs, during the Life of the said *Thomas Littleton Powys*, in trust to preserve the contingent Remainders, with Remainder to the Use of the First and every other Son of the said *Thomas Littleton Powys*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of his the Testator's Second Son the Honourable *Leopold William Henry Powys*, and his Assigns, during his Life, without Impeachment of Waste, with a Limitation to the Use of the said Trustees during his Life, to preserve the contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Third and Fourth Sons, the Honourable *Edward Victor Robert Powys* and the Honourable *Charles James Fox Powys* successively for Life, with a Limitation after each Life Estate to the Use of the said Trustees during such Life, in trust to preserve the contingent Remainders, with Remainder after the Life Estate of each to his First and other Sons successively in Tail Male, with Remainder to the Use of the Testator's Fifth and every other Son born and thereafter to be born, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's own right Heirs; and the said Testator thereby declared that every Son of his thereafter born should take only an Estate for Life in the said Hereditaments; and the said Testator thereby empowered every Tenant for Life in Possession under the Limitations aforesaid, by Deed or Will, either before or after Marriage, to appoint any annual Rentcharge not exceeding One thousand five hundred Pounds for any Wife, to be issuing out of all or any of the said Hereditaments for her Jointure, with such Powers and Remedies for recovering such Rentcharge, and to limit the Hereditaments chargeable therewith to any Trustee or Trustees for any Term or Terms of Years, for better securing such Rentcharge, and so that such Rentcharges, if more than One should be subsisting, should not exceed in the whole the annual Sum of Two thousand Pounds; and the said Testator empowered every Tenant for Life under the Limitations aforesaid, by Deed or Will to charge all or any of the said Hereditaments with the raising of such Sums of Money for the respective Portions of their Daughters and younger Sons, not exceeding Ten thousand Pounds for One such Child, or if there should be Two or more such Children, not exceeding Twenty thousand Pounds, and to appoint the Hereditaments so to be charged to any Trustee or Trustees for any Term or Terms of Years, upon trust for raising such Portions, and he declared that his said Real Estates should not in any event whatever be liable to the Payment of any greater Principal Sum than Thirty thousand Pounds

under the last-mentioned Power of charging; and the said Testator thereby gave Power to every Person for the Time being entitled by virtue of the Limitations therein-before contained to the First Estate of Freehold by Purchase in the Mansion House called *Lilford Hall*, and the Gardens, Pleasure Grounds, and Appurtenances thereof, and the Lands then forming the Park, provided he should have attained the Age of Twenty-one Years, and to the said *Horatio Powys* and *Vernon Smith*, and the Survivor of them, and the Executors and Administrators of such Survivor, during the Minority of any such Person, by Deed to demise the said Mansion House, Gardens, Pleasure Grounds, and Park for a Term not exceeding Five Years, and he also gave Power to every such Person or Persons as aforesaid by Deed to limit or appoint, by way of Demise, Lease, or Grant, all or any Part or Parts of the said Manors and other Hereditaments, with the Appurtenances, or any Coal or other Mines being under the same Hereditaments or any Part thereof, (except the said Capital Messuage called *Lilford Hall*, and the Gardens and Pleasure Grounds belonging thereto, and the Lands forming the Park,) to any Person or Persons, for any Term or Number of Years not exceeding as to the said Hereditaments so authorized to be demised (except the Mines) Twenty-one Years, and as to the said Mines Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, upon the Terms therein mentioned, and also to grant and convey in Fee, or demise or lease for One or more Life or Lives, with or without Covenants for perpetual Renewal, or for any Term or Number of Years, for Building or Repairing or Improving Purposes, as therein mentioned, so as the Rent to be reserved by each Grant, Lease, or Demise should be the best that could or might be reasonably obtained, and in no Case less than after the Rate of Two Shillings *per Annum* for every Square Yard of Land which should be so granted, leased, or demised; and the said Testator by his said Will gave Power to the said *Horatio Powys* and *Vernon Smith*, and the Survivor of them, and the Executors and Administrators of such Survivor, at the Request and by the Direction of the Person for the Time being entitled, by virtue of the Limitations therein-before contained, to the First Estate of Freehold by Purchase in the Hereditaments thereby devised or any Part thereof, to dispose of the said Hereditaments or any Part thereof, except *Lilford Hall*, and the Gardens, Pleasure Grounds, and Park, by way of Sale, or in Exchange for other Hereditaments in *England*, and for the Purpose of effecting such Sales or Exchanges to revoke the Uses declared by the said Will of the Hereditaments so sold or given in Exchange, and he declared that the said Trustees or Trustee should apply the Money to arise by such Sale or Exchange in or towards Satisfaction or Discharge of the Incumbrances affecting the said Hereditaments, and invest the Surplus thereof in the Purchase of other Freehold and

Copyhold Hereditaments in *England* or *Wales*; and the said Testator thereby devised and bequeathed all his Copyhold and Leasehold Hereditaments unto the said *Horatio Powys* and *Vernon Smith*, their Heirs, Executors, Administrators, and Assigns, upon such Trusts as would best correspond with the Limitations therein-before contained concerning his Freehold Estates; and he appointed the said *Horatio Powys* and *Vernon Smith* Executors of his said Will; and the said Testator thereby empowered the Person for the Time being entitled under the Limitations aforesaid to an Estate of Freehold in Possession in the Estates thereby devised, if he should have attained the Age of Twenty-one Years, and during the Minority of any such Person then his Guardian or Guardians, by Deed, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in the Place of any Trustee or Trustees dying or desiring to be discharged from, or refusing, declining, or becoming incapable to act in the Trusts of the said Will: And whereas the said Testator made a Codicil to his said Will bearing Date the Twenty-third Day of *May* One thousand eight hundred and sixty, and thereby devised the ultimate Reversion, after Default or Failure of his Issue, of his said Estates in *Lancashire*, other than the *Bewsey* Estate, therein-after mentioned, to the Person who at the Time of the Failure of the preceding Limitations should be entitled in possession to the Family Barony of *Lilford*, and his Heirs for ever; and the said Testator declared that the said *Thomas Littleton Powys* might exercise the Power by the said Will given to him as Tenant for Life of the Estates in *Lancashire*, except the *Bewsey* Estate, of charging a Rentcharge in favour of his present Wife to the Extent of Five hundred Pounds *per Annum*, and, subject to such limited Power, he revoked the said Power of jointuring, so far as respected his said present Wife, and he also revoked the Power given to the said *Thomas Littleton Powys* of charging the said Estates with Portions for younger Children by his present Wife, and he declared that the Powers of charging a Jointure Rentcharge and Portions for his said Son's then present Wife and his Children by her on the said *Lancashire* Estates should be subsisting, and might be exercised by his Son, the said *Thomas Littleton Powys*, for the Purpose of substituting, in aid of the Power of Substitution contained in a Settlement therein stated to have been made on the Marriage of his said Son, the said *Lancashire* Estates or any Part thereof, other than the said *Bewsey* Estate, as a Security for the Jointure Rentcharge and Portions respectively charged by the same Settlement on his *Northamptonshire* Estates; and the said Testator thereby devised all such of his Estates in the Parishes or Townships of *Great Sankey*, *Little Sankey*, *Dallam*, *Burtonwood*, *Woolston*, *Prescot*, and *Warrington* in the County of *Lancaster*, as constituted the Estate commonly known in his Family as the *Bewsey* Estate, except Advowsons and

Codicil dated 23d May 1860.

Rights

Rights of Presentation, freed and discharged from all Family Charges and Incumbrances as therein-after provided, to the Use of his Second Son *Leopold William Henry Powys*, and his Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Uses which should for the Time being be subsisting of and in his *Northamptonshire* Estate and the Residue of his *Lancashire* Estate by virtue of his said Will and the said Codicil, and he gave to the said *Leopold William Henry Powys* the like Powers of leasing, and of charging the said Estate with a Jointure and Portions for younger Children, as were by the said Will given with respect to the Residue of his said *Lancashire* Estates, but so that such Jointure should not exceed Eight hundred Pounds, and such Portions should not exceed Ten thousand Pounds, and he gave to the Trustees for the Time being of his Will and Codicil the like Powers of Sale and Exchange and other Powers in respect of the said *Bewsey* Estate, with the Consent of his said Second Son, as were by the said Will given in respect of the Residue of his said Estates in *Lancashire*; and the said Testator declared that the Rentcharge to his Wife, and the additional Portions for his Children, by his Will charged on his *Lancashire* Estates, should be charged only on the Residue thereof, exclusive of the said *Bewsey* Estate; and the Testator thereby charged all his said Estates in *Lancashire*, other than the said *Bewsey* Estate, with the Sum of Twelve thousand Pounds as Portions for his younger Children, in addition to the other Provisions made in his said Will and by his Marriage Settlement, and he devised the same Estates to his Brother the Honourable *Henry Littleton Powys* and *William Smyth* Esquire, their Heirs, Executors, Administrators, and Assigns, for the Term of One thousand Years, upon Trusts for raising the said Sum of Twelve thousand Pounds; and the said Testator thereby revoked the Appointment made by his Will of the said *Horatio Powys* and *Vernon Smith* as Trustees and Executors thereof, and in lieu thereof he appointed the said *Henry Littleton Powys* and *William Smyth* to be Trustees and Executors thereof, and he devised and bequeathed to the said *Henry Littleton Powys* and *William Smyth*, their Heirs, Executors, Administrators, and Assigns, all Estates and Powers given by the said Will to the said *Horatio Powys* and *Vernon Smith*: And whereas the said Testator *Thomas Atherton* Lord *Lilford* made another Codicil to his said Will, by which he only bequeathed pecuniary Legacies: And whereas upon the Death of *George Anthony Legh Keck* Esquire, who was Tenant for Life, the said *Thomas Atherton* Lord *Lilford* became entitled as Tenant in Tail in Possession of an Estate in the County of *Lancaster* commonly known as the *Bank* Estate, and by an Indenture bearing Date the Fifth Day of *November* One thousand eight

Second Codicil.

eight hundred and sixty, and made between the said *Thomas Atherton* Lord *Lilford* of the one Part, and *Henry Goodford* Gentleman of the other Part, and duly enrolled in the High Court of Chancery on the Sixth Day of *November* in the same Year, the said *Thomas Atherton* Lord *Lilford* conveyed the said *Bank* Estate to the Use of himself in Fee, discharged from the said Estate Tail and all ulterior Estates and Powers: And whereas the said *Thomas Atherton* Lord *Lilford* in the Year One thousand eight hundred and sixty-one entered into a Contract with the Trustees under the Will of the said *George Anthony Legh Keck*, for the Purchase of certain Freehold Lands and Hereditaments lying contiguous to the said *Bank* Estate, for a Sum of Seventy-one thousand Pounds and upwards, which Purchase was not completed at the Time of the Decease of the said late Lord *Lilford*: And whereas the said *Thomas Atherton* Lord *Lilford* died on the Fifteenth Day of *March* One thousand eight hundred and sixty-one without having revoked or altered his said Will and Codicil, and leaving the said *Mary Elizabeth* now Dowager Lady *Lilford* his Widow, and the said *Thomas Littleton Powys* his eldest Son and Heir-at-Law, who thereupon succeeded to the Barony of *Lilford*, and became Tenant for Life in Possession of all the Estates in the County of *Lancaster* devised by the said Will, except the said *Bewsey* Estate, and including the said *Bank* Estate and the said Estate so contracted to be purchased as aforesaid, and the said *Leopold William Henry Powys*, the Second Son of the said late Lord *Lilford*, became Tenant for Life in Possession of the said *Bewsey* Estate, and he has attained his Age of Twenty-five Years: And whereas the said Will and Codicil were proved in Her Majesty's Court of Probate on the Thirteenth Day of *May* One thousand eight hundred and sixty-one by the said *Henry Littleton Powys*, who had assumed the additional Surname of *Keck*, and the said *William Smyth*: And whereas the said *Thomas Atherton* late Lord *Lilford* had Issue Ten Children and no more, (that is to say,) Two other Sons besides the said *Thomas Littleton* Lord *Lilford* and *Leopold William Henry Powys*, namely, *Edward Victor Robert Powys* and *Charles James Fox Powys*, who have attained the Age of Twenty-one Years, and Six Daughters, namely, the Honourable *Adelaide Mary Powys* Spinster, *Edith Galfrida Powys*, late the Wife of *Thomas Henry Burroughes* Esquire, but now deceased, the Honourable *Georgiana Caroline Powys*, now the Wife of *John Nicholas Fazakerley* Esquire, the Honourable *Mary Elizabeth Frances Powys* Spinster, the Honourable *Constance Emma Augusta Powys* Spinster, all of whom have attained the Age of Twenty-one Years, and the Honourable *Caroline Mary Powys* Spinster, who is an Infant under the Age of Twenty-one Years: And whereas the said *Thomas Littleton* now Lord *Lilford* is married, and has had Issue only Two Sons, namely, the Honourable *Thomas Atherton Powys*, who was born in the Year One thousand eight hundred

dred and sixty-one, and the Honourable *John Powys*, who was born in the Year One thousand eight hundred and sixty-three: And whereas the said *Leopold William Henry Powys* in the Year One thousand eight hundred and sixty-two married the Honourable *Mary Acheson* commonly called Lady *Mary Acheson*, a Daughter of the Right Honourable *Archibald* Earl of *Gosford*, and the said Lady *Mary*, the Wife of the said *Leopold William Henry Powys*, is still living, and has Issue a Daughter recently born, and no other Child: And whereas the said *Edith Galfrida Powys* intermarried with the said *Thomas Henry Burroughes* in the Year One thousand eight hundred and fifty-eight, and by an Indenture dated the Nineteenth Day of *April* One thousand eight hundred and fifty-eight, and made between the said *Thomas Atherton* Lord *Lilford* of the First Part, the said *Edith Galfrida Powys* of the Second Part, the said *Thomas Henry Burroughes* of the Third Part, *William Burroughes*, *Robert Burroughes*, *Archibald Campbell Colquhoun*, and *Robert Stopford* of the Fourth Part, the said *Thomas Atherton* Lord *Lilford* appointed, in case the Marriage then intended between the said *Thomas Henry Burroughes* and *Edith Galfrida Powys* should take effect, that One Ninth Share of the said Portion of Eight thousand Pounds, raiseable under the Trusts of the said Indenture of the Twenty-second Day of *May* One thousand eight hundred and thirty, should be in trust for the said *Edith Galfrida Powys*, in manner thereby declared, that is to say, should be raised and paid to the Parties thereto of the Fourth Part, and be held by them upon the Trusts declared by an Indenture of even Date therein referred to, being the Indenture next herein-after mentioned: And whereas by an Indenture bearing Date the said Nineteenth Day of *April* One thousand eight hundred and fifty-eight, and made between the Reverend *Jeremiah Burroughes* of the First Part, the said *Thomas Henry Burroughes* of the Second Part, the said *Thomas Atherton* Lord *Lilford* of the Third Part, the said *Edith Galfrida Powys* of the Fourth Part, and the said *William Burroughes*, *Robert Burroughes*, *Archibald Campbell Colquhoun*, and *Robert Stopford* of the Fifth Part, it was agreed that the Parties thereto of the Fifth Part should, if the said then intended Marriage took effect, hold the said One Ninth Share of the said Sum of Eight thousand Pounds appointed as aforesaid upon certain Trusts for the said *Edith Galfrida Powys* and *Thomas Henry Burroughes* successively for Life, and after their Decease for the Children of the said Marriage: And whereas there is Issue of the said Marriage Two Children, namely, *Rachael Georgiana Burroughes* and *Edward Robert Burroughes*, and no more: And whereas the said *Georgiana Caroline Powys* intermarried with the said *John Nicholas Fazakerley* in the Year One thousand eight hundred and fifty-nine, and by an Indenture dated the Twenty-first Day of *April* One thousand eight hundred and fifty-nine, and made between the said

Indenture dated 19th April 1858.

Indenture dated 21st April 1859.

said *Thomas Atherton* Lord *Lilford* of the First Part, the said *Georgiana Caroline Powys* of the Second Part, the said *John Nicholas Fazakerley* of the Third Part, and *Henry Edward Hutton*, *Reginald Algernon Capel*, the said *Thomas Littleton* now Lord *Lilford*, and *Thomas Henry Burroughes* of the Fourth Part, the said *Thomas Atherton* Lord *Lilford* appointed that in case the Marriage then intended between the said *John Nicholas Fazakerley* and *Georgiana Caroline Powys* should take effect One Ninth Share of the said Portion raiseable under the Trusts of the said Indenture of the Twenty-second Day of *May* One thousand eight hundred and thirty should be in trust for the said *Georgiana Caroline Powys* in manner thereby declared, that is to say, should be raised and paid to the Parties thereto of the Fourth Part, and be held by them upon the Trusts declared by an Indenture of even Date therein referred to, being the Indenture next herein-after mentioned: And whereas by an Indenture bearing Date the same Twenty-first Day of *April* One thousand eight hundred and fifty-nine, and made between the said *John Nicholas Fazakerley* of the First Part, the said *Thomas Atherton* Lord *Lilford* of the Second Part, the said *Georgiana Caroline Powys* of the Third Part, and the said *Henry Edward Hutton*, *Reginald Algernon Capel*, *Thomas Littleton* now Lord *Lilford*, and *Thomas Henry Burroughes* of the Fourth Part, it was agreed that the Parties thereto of the Fourth Part should, if the said then intended Marriage took effect, hold the said One Ninth Share of the said Sum of Eight thousand Pounds appointed by the said Indenture of even Date with that now being stated upon Trusts for the said *Georgiana Caroline Powys* and *John Nicholas Fazakerley* successively for Life, and after their Decease for the Children of the said Marriage: And whereas there is no Issue of the last-mentioned Marriage: And whereas by an Indenture dated the Seventeenth Day of *September* One thousand eight hundred and sixty-two, and made between the said *Leopold William Henry Powys* of the First Part, the said Lady *Mary Powys* his Wife of the Second Part, *Francis John Savile Foljambe* Esquire and *Henry Bence Jones* Esquire of the Third Part, and *Augustus Hedworth Williamson* Esquire and *Archibald Campbell Colquhoun* Esquire of the Fourth Part, the said *Leopold William Henry Powys*, in exercise of the Power given to him by the said Codicil to the Will of the said *Thomas Atherton* Lord *Lilford* in this Behalf, did appoint unto the said Lady *Mary Powys* during her Life, in case she should survive him, a yearly Rentcharge of Eight hundred Pounds, to be issuing out of the Manors and Hereditaments by the said Codicil devised to him for Life as aforesaid, with the usual Powers of Distress and Entry for securing the same; and by the same Indenture the said *Leopold William Henry Powys* appointed the same Manors and Hereditaments to the Use of the said *Francis John Savile Foljambe* and *Henry Bence Jones*, their Executors, Administrators, and Assigns, for

Indenture dated 17th Sept. 1862.

for the Term of Ninety-nine Years from his Decease, upon the Trusts therein mentioned, for better securing the said Rentcharge; and by the said Indenture now in recital the said *Leopold William Henry Powys*, in exercise of the Power given to him by the said Codicil in this Behalf, did charge all the said Manors and Hereditaments so devised by the said Codicil as aforesaid with the Payment of the Sum of Ten thousand Pounds for the Portions of his Child or Children, other than an eldest or only Son, for the Time being entitled under the Limitations of the said Codicil to the said Hereditaments in Tail Male in Remainder, and that the Sum of Nine thousand nine hundred and ninety-nine Pounds, Part of the said Portion, should be the Portion of his Child or Children by the said Lady *Mary* his Wife, other than as aforesaid, and should be an Interest vested in and be payable unto or among them, if more than One, in such Manner as the said *Leopold William Henry Powys* by Deed or Will should appoint, and in default of Appointment the same should be in trust for such his Child or Children by the said Lady *Mary* his Wife as aforesaid, and if more than One as therein mentioned; and by the Indenture now in recital the said *Leopold William Henry Powys*, in exercise of the Power given to him by the said Codicil in this Behalf, did appoint the said Manors and other Hereditaments devised by the said Codicil to him for Life as aforesaid unto and to the Use of the said *Augustus Edward Williamson* and *Archibald Campbell Colquhoun*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years from his Death, upon Trusts therein mentioned for raising the said Sum thereby charged for Portions as aforesaid: And whereas in the Year One thousand eight hundred and sixty-one the said *Thomas Littleton* Lord *Lilford* filed his Bill of Complaint in the High Court of Chancery against the said *Henry Littleton Powys-Keck*, *William Smyth*, *Thomas Atherton Powys*, and *Leopold William Henry Powys*, setting forth the said Will and Codicil of the said *Thomas Atherton* Lord *Lilford*, and the several Matters relating to the said Contract for the Purchase of the said Estate from the Trustees under the Will of the said *George Anthony Legh Keck* as aforesaid, and praying that the Rights and Interests of all Persons interested in the Real and Personal Estate of the Testator might be ascertained and declared, and that his Personal Estate might be administered by the said Court, and that the Charges created by the said Will and Codicil might be properly apportioned between his Real Estate and his specifically bequeathed Personal Estate, and might be raised and properly provided for: And whereas the Defendants to the said Suit duly appeared thereto, and by the Decree made on the Hearing of the Cause on the Twenty-fourth Day of *January* One thousand eight hundred and sixty-two it was declared that the said Testator Lord *Lilford* had before his Death entered

Bill of Complaint filed by Lord Lilford in 1861.

Decree dated 24th Jan. 1862.

entered into a valid Contract with the Trustees of the Will of the said *George Anthony Legh Keck* deceased for the Purchase of the Lands of *George Anthony Legh Keck* therein mentioned, and that the said Estates were, according to the proper Construction of the said Will of the said Lord *Lilford*, well devised to the Uses and for the Purposes in such Will mentioned, under the Expression "all the "Manors, Mansion House, Messuages, Farms, Lands, Tenements, "and other Hereditaments in the Counties of *Northampton*, *Lan-* "*caster*, and elsewhere in *Great Britain* of or to which I am seised "or entitled in Fee Simple, in possession, reversion, or remainder, "or which I am empowered to dispose of by virtue of any special "Power:" And whereas by an Order made in the said Cause, and dated the Fourth Day of *June* One thousand eight hundred and sixty-four, the said *John Powys* was made Party Defendant to the said Suit: And whereas the said *Henry Littleton Powys-Keck* died in the Month of *July* One thousand eight hundred and sixty-three, and the said *William Smyth* is still living: And whereas the said Estate contracted to be purchased of the Trustees of the said *George Anthony Legh Keck* is about to be conveyed to the Uses by the said Will and Codicil declared of the said devised Estates, other than the *Bewsey* Estate: And whereas the *Lancashire* Estates devised by the said Will and Codicil of the said late Lord *Lilford*, exclusive of the said *Bewsey* Estate, and of the Estate purchased of the Trustees of the said *George Anthony Legh Keck*, produce a Rental of more than Thirteen thousand Pounds a Year, and the Estate purchased of the said Trustees of the said *George Anthony Legh Keck* produces a Rental of more than One thousand nine hundred Pounds a Year, and the said *Bewsey* Estate produces a Rental of more than Five thousand Pounds a Year: And whereas a considerable Part of the said Estates is situate in the Manufacturing Districts of *Lancashire*, and can be let advantageously on Building Leases, and there are on the said Estates Manufactories and other Buildings which as the Leases fall in can be advantageously let on Repairing Leases: And whereas by reason of the said Testator *Thomas Atherton* Lord *Lilford* having by his said Will prescribed that in all Grants and Leases made under the Power therein contained for Building and Repairing Purposes the Rent reserved should in no Case be less than Two Shillings *per Annum* for every Square Yard the said Power is practically inoperative, such Amount being very greatly in excess of the Amount of Rent reserved by other Landowners in the Neighbourhood on Leases for such Purposes: And whereas the said Testator Lord *Lilford* in his Lifetime entered into divers Contracts for granting Building and Repairing Leases to certain Persons for Terms of Ninety-nine Years and Nine hundred and ninety-nine Years respectively, at specified Rents, at the Rate of a Halfpenny or very little more

Order dated 4th June 1864.

more *per* Square Yard, which Contracts were at the Time of his Decease and are still unperformed, and the same cannot be performed under any of the Powers contained in the said Will, and, so far as regards the said Contracts for Leases for Repairing Purposes, such Leases cannot be granted under the Provisions of the Act passed for facilitating Leases and Sales of Settled Estates, as amended and extended by the Act passed in the Twenty-first and Twenty-second Years of Her Majesty's Reign, intituled *An Act to amend and extend the Settled Estates Act of* 1856, by which the Term for Repairing Leases is limited to Sixty Years: And whereas Applications have been made to the Right Honourable the Master of the Rolls in the said Cause, and in the Matter of the said last-mentioned Acts, for Powers to grant Leases under the Provisions of the said Acts, and upon such Applications it was shown to the Satisfaction of the said Master of the Rolls that the said Sum of Two Shillings *per* Square Yard, being the minimum Rent required by the said Will to be reserved as aforesaid, was inserted in the said Will by Mistake, and thereupon, by Two several Orders, dated respectively the Twenty-ninth Day of *April* One thousand eight hundred and sixty-two and the Sixteenth Day of *January* One thousand eight hundred and sixty-three, his Honour authorized Leases to be granted of the said Hereditaments at a minimum Rent of One Halfpenny *per* Square Yard: And whereas the Sale of Lands under the Power of Sale and Exchange contained in the said Will and Codicil is greatly hindered, and the Delay and Expense thereof are increased, by reason of the said Jointure Rentcharge of Two thousand Pounds and Portions of Eight thousand Pounds respectively charged by the said Indenture of Settlement of the Twenty-second Day of *May* One thousand eight hundred and thirty being unaffected by the said Power of Sale and Exchange: And whereas it would be very advantageous to the said respective Estates if the Powers of making Grants and Leases for Building and Improving and Repairing Purposes, and of granting Mining Leases, and the Power of Sale and Exchange, and other Powers respectively contained in the said recited Will and Codicil of the said *Thomas Atherton* Lord *Lilford*, were amended, extended, and enlarged in manner hereafter mentioned: And whereas by an Order of the said Master of the Rolls, made in the said Cause on the Thirteenth Day of *June* One thousand eight hundred and sixty-four, it was ordered that the said *Thomas Littleton* Lord *Lilford* and *Leopold William Henry Powys* should be at liberty, at the Expense of the said Estates, to apply to Parliament for an Act for amending, extending, and enlarging the Powers contained in the Will and Codicil of the said late Lord *Lilford*, and it was ordered that a Bill for such Act should be settled by the Judge in Chambers: And whereas, in pursuance of the said recited Order of the Thirteenth Day of *June* One thousand eight hundred and sixty-four, the Chief

Order of Court dated 13th June 1864.

Clerk of the said Master of the Rolls made a Certificate in the said Cause on the Twentieth Day of *June* One thousand eight hundred and sixty-four, and thereby certified, in pursuance of the said Order, that the Draft of a Bill to be submitted to Parliament for an Act, to be entitled *An Act for amending, extending, and enlarging the Powers contained in the Will and Codicil of the Right Honourable* Thomas Atherton *Lord* Lilford *deceased*, had been settled and approved by the Judge, and was identified by his Signature in the Margin thereof, and that the several Instruments, Facts, and Events recited in the Preamble of such Draft Bill, other than the Recital of this Certificate, had been proved in the said Cause; and the said Certificate was afterwards approved by the said Master of the Rolls, and was filed and became absolute: And whereas after the Date of the said Certificate the said Draft Bill was amended by inserting therein Recitals of the several Instruments, Facts, and Events following; (that is to say,) the Marriage of the said *Edith Galfrida Powys* with the said *Thomas Henry Burroughes*; the said Indenture of Appointment of the Nineteenth Day of *April* One thousand eight hundred and fifty-eight, and the said Settlement of even Date therewith; that there is Issue of such Marriage Two Children and no more; the Marriage of the said *Georgiana Caroline Powys* with the said *John Nicholas Fazakerley*; the said Indenture of Appointment of the Twenty-first Day of *April* One thousand eight hundred and fifty-nine, and the said Settlement of even Date therewith; that there is no Issue of the said last-mentioned Marriage; the said Indenture of the Seventeenth Day of *September* One thousand eight hundred and sixty-two; that the said *Leopold William Henry Powys* and Lady *Mary Powys* had Issue a Daughter, and no other Child; the said Applications to the Master of the Rolls for Power to grant Leases, and the Orders thereupon made by the Master of the Rolls, dated respectively the Twenty-ninth Day of *April* One thousand eight hundred and sixty-two and the Sixteenth Day of *January* One thousand eight hundred and sixty-three; which said several last-mentioned Instruments, Facts, and Events have been proved to the Satisfaction of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Thomas Littleton* Lord *Lilford* and *Leopold William Henry Powys* 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,)

Power to grant on Fee Farm Rent, or to lease for

1. It shall be lawful for the Person for the Time being entitled under the Limitations contained in the Will and Codicil respectively of the said *Thomas Atherton* late Lord *Lilford* to the actual Possession

sion of or to the Receipt of the Rents and Profits of the Manors and other Hereditaments in the County of *Lancaster* respectively thereby devised, or any Part thereof respectively, if he shall have attained the Age of Twenty-one Years, and for the said *William Smyth*, his Executors or Administrators, or other the Trustees or Trustee for the Time being under the said Will and Codicils respectively, during the Minority of any such Person, by Deed to grant and convey in Fee, or to demise or lease for One or more Life or Lives, with or without Covenants for perpetual Renewal, or for any Term or Number of Years absolute, to take effect in possession, all or any Part or Parts of the same Hereditaments respectively as to which such Person shall be so entitled as aforesaid, save and except the Capital Messuage called *Lilford Hall*, and the Gardens and Pleasure Grounds belonging thereto, and the Lands forming the Park, to any Person or Persons (in which Expression is included throughout this Act all Corporations, aggregate or sole,) who shall be willing substantially to improve or repair or to erect or make any Buildings in lieu of or in addition to any of the Buildings erected or to be erected thereon, or to erect or make any Buildings on any Part of the said several Lands and Hereditaments whereon Buildings shall not be standing, or who shall be willing to annex any Part of the said several Lands and Hereditaments to Buildings already erected or to be erected, as or for Gardens, Yards, Courts, Reservoirs of Water, or other Conveniences, or as Additions to any Buildings erected or made or to be from Time to Time erected or made on any Part of the said respective Lands and Hereditaments, or on any adjoining Lands, or as or for Ways, Streets, Avenues, Passages, Sewers, or other necessary or proper Conveniences for the Use of the Grantees, or the Lessees or Tenants or Occupiers of the same, or any adjoining Premises, or who shall be willing otherwise to improve the said respective Lands and Hereditaments or any Part thereof, in such Manner as shall be agreed upon in such Grants or Leases respectively; and with or without Liberty for the respective Grantees or Lessees to take down or remove all or any Part of the Buildings on the Premises granted or leased, and to apply or dispose of the Materials thereof to such Uses or for such Purposes as shall be agreed on; and with or without Liberty for the respective Grantees or Lessees to alter or reconstruct any Building which for the Time being may be upon the Land comprised in such Grant or Lease, so as such Reconstruction or Alteration be made with the Privity of the Person or Persons who for the Time being shall be entitled to the Reversion, if any, expectant on such Lease, or if there shall be no Reversion, then of the Person or Persons entitled at Law to the Receipt of the Rent or Rents reserved by such Grant or Lease, and to the Satisfaction of such Person or Persons or his or their Surveyor; and with or without Liberty for the respective Grantees or Lessees to make Mill Dams, Races, Ponds, and other necessary

Lives or Years, for Building, Repairing, or Improving Purposes.

necessary Conveniences for Mills or Factories; and with or without Liberty to take down or remove all or any Part of the Buildings on the Premises leased, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the respective Grantees or Lessees to set out and allot any Parts of the Premises leased as and for the Sites of any Markets, Crescents, Squares, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Drains, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Estate; and also with or without Liberty for the respective Grantees or Lessees to make, lay, or use, in or under any Part of the said Lands and Hereditaments which may be so set out and allotted, or any other Part of the said several Lands and Hereditaments (but as to any such as shall have been previously granted or leased so far only as any Reservations contained in the Grant or Lease thereof will authorize), any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Buildings; and also with or without Liberty for the respective Grantees or Lessees to dig, get, and remove any Stone, Slate, Earth, Clay, Sand, Loam, Gravel, or other Substance or Soil out of any Part of the Premises granted or leased, and to manufacture or prepare such Stone, Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such Buildings, Repairs, or Improvements as aforesaid and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, over, or under, or affecting the Premises granted or leased; and with or without any other Privileges, Easements, or Reservations which shall be thought reasonable or are usual in Grants or Leases of a similar Description; and either with or without Covenants or Stipulations to be entered into or made by or on the Part of the respective Grantees or Lessees to contribute towards the Expense of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Parts of the said several Lands and Hereditaments, or as to the Mode in which any other Parts of the said several Lands and Hereditaments shall be built upon, laid out, used, or improved so as in every such Grant or Lease there be reserved the best and most beneficial yearly Rent which can at the Time of the making such Grant or Lease, considering the Nature and Circumstances of the Cases, be reasonably had for the same, without taking any Money or other Thing by way of Fine or Premium for such Grant or Lease and so that such Rent be made

made payable half yearly or oftener, either by way of Reservation in Fee-farm, or for Term of Life or Years, or by way of Limitation of Use; and so also that when any Lease under this Power shall be granted upon the Surrender of a former Lease the Value of the Lessees Interest under such surrendered Lease may be taken into account in fixing the Terms of the new Lease; and so as there shall be contained in each such Grant or Lease such Powers of Distress and Entry, and of Perception of the Rents and Profits, for recovering and enforcing the Payment of such Rents, and such Covenants and Conditions as by the Person or Persons making such Grants or Leases shall be deemed reasonable; and so as the Grantees or Lessees respectively execute a Counterpart of every such Grant or Lease; and so as there be contained in every such Grant or Lease a Proviso or Condition that if the Rent or Rents to be thereby reserved shall at any Time be in arrear for the Space of Two Years, and not paid within the Space of One Year after the same shall be demanded by a Notice in Writing to be delivered to the Grantee or Lessee to be named in such Grant or Lease, his or her Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Grant or Lease, or left with the Tenant or One of the Tenants of the Premises comprised in the same Grant or Lease, or if the Buildings to be erected on the Ground comprised in any such Grant or Lease shall be suffered to be dilapidated or out of repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within One Year after Notice in Writing for that Purpose to be delivered to the Grantee or Lessee in that Grant or Lease, his or her Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in that Grant or Lease, or left with the Tenant, or One of the Tenants, of the same Premises; or if any of the Buildings to be erected on the Ground comprised in any Grant or Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within Two Years next after such Fire or Accident shall happen, then and in either of the said Cases it shall and may be lawful to and for the Person or Persons entitled to the Reversion (if any) to which the Rent or Rents reserved by the same Grant or Lease shall be annexed, and in case there shall not be any Reversion, then to and for the Person or Persons for the Time being entitled at Law to the Receipt of such Rent or Rents, to enter into and upon the Hereditaments comprised in such Grant, Lease, or Demise respectively, and that from and after such Entry, and thenceforth, such Grant or Lease shall be void and of no Effect at Law or in Equity: Provided always, that no such Entry shall be made by any Person or Persons having a particular Estate or Interest, not being an Estate or Interest of Inheritance in any such Reversion, Rent or Rents, without the Consent of the Person or Persons entitled to the First vested Estate of Inheritance

in the same Reversion, Rent or Rents, unless such Person or Persons shall be a Minor or Minors, and then not without the previous Consent of his or their Guardian or Guardians, such Consent to be expressed in the Notice to be given as aforesaid: Provided always, that the Condition or Conditions particularly mentioned in this Act, and hereby directed to be resorted to in each such Grant or Lease respectively, shall be good, and have full Effect at Law and in Equity; and that when and if any such Entry shall be made by the Person or Persons entitled at Law to the Reversion or Receipt of the Rent or Rents, then from and after such Entry the Hereditaments in each Grant or Lease avoided by such Entry, and the Buildings erected thereon, shall become and be vested in the Person or Persons entitled to the said Reversion, Rent or Rents, under and subject to the same or the like Trusts, Charges, and Conditions, Intents and Purposes, as the same Reversion, Rent or Rents, shall be held by him, her, or them respectively at the Time of such Entry.

Power to contract for Grants or Leases for Building, Repairing, or Improving Purposes.

2. It shall be lawful for the Person or Persons for the Time being respectively entitled to exercise the Power of granting or leasing for Building, Repairing, or Improving Purposes herein contained, to enter into any Contract in Writing for granting, under any of the Powers of granting or leasing herein contained, and upon the Terms of such respective Powers, a Grant or Grants, or a Lease or Leases, of all or any of the Lands hereby authorized to be granted or leased, or any Part thereof respectively, together with any Buildings then standing thereon, and by such Contracts to agree when and as any Lands or Buildings thereby agreed to be granted or let, or any Part thereof, shall be built, re-built, or repaired, laid out or improved, in the Manner and to the Extent to be stipulated in such Contract, to grant, demise, or lease the same Lands or Buildings, or any Part thereof, to the Person contracting to take the same as aforesaid, his Heirs, Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, in Fee, or during the Remainder of the Term to be specified in such Contracts, in such Parcels, and subject to such Portions of the yearly Rent specified in such Contracts, as shall be thought proper; and after any such Contract shall have been entered into the same may be afterwards varied, modified, added to, or explained by any new Contract, provided the same be done in conformity with the Provisions of this Act, and no Variation between any Contract or Contracts and the subsequent Grant or Lease shall render such Grant or Lease void or voidable, if the same Grant or Lease be made in conformity with the Provisions of this Act; and no Contract for any Grant or Lease shall form any Part of the Evidence of the Title at Law or in Equity of any Person to any Grant or Lease made in pursuance of such Contract; and in every Contract for a Building, Repairing, or Improving Grant or Lease, to be

be entered into as herein-before is mentioned, there shall be inserted a Clause or Condition for vacating the same as to and for Re-entry upon such Part of the Land and Buildings therein comprised, and thereby agreed to be granted or leased, as shall not have been actually granted or leased in pursuance of such Contract, and shall not within a reasonable Time, to be by such Contract appointed, be built upon or repaired, laid out, formed, or improved in the Manner and to the Extent therein stipulated, and also a Clause or Condition that the Person to whom such Grant or Lease ought to be made, in pursuance of such Contract, shall accept the same, and execute a Counterpart thereof within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings not actually granted or leased in pursuance of such Contract shall be void; and every such Contract shall be binding, and shall be carried into effect by a Grant or Grants, Lease or Leases, to be made under the Power herein-before contained, and according to the Terms of that Power, so far as the same shall be applicable, and subject to all the Restrictions and Provisions herein-before contained with reference to that Power.

Power to confirm void Grants or Leases.

3. The Person or Persons for the Time being entitled to exercise the Power of granting or leasing for Building, Repairing, or Improving Purposes, herein-before contained, may from Time to Time confirm any Grant or Lease made or purporting to be made by virtue of this Act, in any Case in which, for some technical Error or Informality in granting the same, such Grant or Lease may be void or voidable, or may be apprehended to be void or voidable, or may make any Grant or Lease, pursuant to the Powers and subject to the Restrictions herein respectively contained, in lieu of such void or voidable Grant or Lease, and at and under a yearly Rent not less in Amount than the Rent reserved by such void or voidable Grant or Lease, and in other respects upon the like Terms and subject to the like Provisions as were contained in such void or voidable Grant or Lease, except any Provision which rendered such Lease void or voidable.

Power to lay out and appropriate Land for Roads and other Works of Accommodation or Convenience.

4. It shall be lawful for the Person or Persons for the Time being entitled to exercise the Power of making or granting Leases for Building, Repairing, or Improving Purposes, herein contained, from Time to Time to lay out or appropriate any Part or Parts of the said Hereditaments for Churches, Chapels, Schools, or Burial Grounds, or for Roads, Paths, Squares, Gardens, or other open Spaces, Sewers, Drains, or Watercourses, or other Works of Accommodation or Convenience, either to be dedicated to the Public or not, in such Manner as he or they shall deem to be convenient or conducive to the general Benefit of the Property, and to make, construct, and complete any such Roads, Paths, Squares, Gardens, Sewers,

Sewers, Drains, or Watercourses, or other Works of Accommodation or Convenience; and as to the said Hereditaments so laid out and appropriated as aforesaid, the same may, if the Person or Persons authorized as aforesaid shall see fit, be vested in any Trustees or other Persons, upon such Trusts or otherwise for securing the continued Appropriation thereof to the Purposes aforesaid, and with such Provisions as to the Right and Terms of User and Enjoyment thereof, and as to the Appointment of new Trustees when required, and in other respects as the Person or Persons exercising this Power shall think fit; and it shall be lawful for the Person or Persons exercising this Power from Time to Time to execute all such Assurances operating by way of Revocation of the Uses of the said Will and Codicil and new Appointment, or otherwise howsoever, and to do all such Things for effectuating the aforesaid Appropriation and other Objects aforesaid, or any of them, as shall be considered necessary or expedient; and the Trustees or Trustee for the Time being entitled to exercise the Power of Sale and Exchange herein contained with respect to the Hereditaments so laid out and appropriated may raise any Money by Mortgage of any Part of the Hereditaments which are subject to the like Uses as the Hereditaments so laid out and appropriated, for the Purpose of paying (by and out of any Monies which shall for the Time being be liable to be laid out in the Purchase of Hereditaments, to be settled to the same Uses as the Hereditaments so laid out and appropriated would have stood limited if this Power had not been exercised, pay to the Person or Persons exercising this Power) all the Costs, Charges, and Expenses of laying out, appropriating, building, constructing, and completing such Roads, Paths, and other Works hereby authorized to be made and constructed, and may pay the same accordingly.

Power to grant Mining Leases.

5. It shall be lawful for the Person or Persons for the Time being respectively entitled to exercise the Power of granting or leasing for Building, Repairing, or Improving Purposes, herein-before contained, by Deed, to demise or lease all or any of the Mines, Minerals, Metals, Quarries, Coal, Stone, Clay, Sand, and Substances in, under, or upon all or any Part of the said respective Hereditaments, except the said Mansion House called *Lilford Hall*, and the said Gardens, Pleasure Grounds, and Park, and except the Mansion House called *Bank Hall*, either with or without any Messuages, Lands, Buildings, or Hereditaments convenient to be held with the same respectively, and either with or without the Surface of the Lands in or under which the same or any Part thereof respectively shall be, and whether the same have or have not been hitherto opened or worked, for any Term of Years not exceeding Sixty Years, to take effect in possession or within Six Calendar Months after the Date of such Lease, together with all such Liberties, Licences, Powers, and Privileges for searching for,

for, working, getting, washing, smelting, burning, rendering marketable, and disposing of the said Mines, Minerals, Quarries, Coal, Stone, Clay, Sand, and Substances, as to the Person or Persons for the Time being exercising this present Power shall seem expedient, so as there be reserved in every such Lease the best Rent or Rents, Tolls, Duties, Royalties, or Reservations, by the Acre, the Ton, or otherwise, to be incident to the immediate Reversion, that can be reasonably gotten, without taking anything in the Nature of a Fine or Premium; but in case any such Lease shall be made on the Surrender of a former Lease, the Value of the Lessee's Interest under such Lease may be taken into account in fixing the Terms of the new Lease; and so as there be contained in any such Lease a Condition of Re-entry for Nonpayment or Nondelivery within a reasonable Time, to be therein specified, of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved; and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the Payment or Delivery of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved.

Power to vary Mining Leases.

6. It shall be lawful for the Person or Persons for the Time being respectively entitled to exercise the Power of granting Mining Leases herein-before contained, from Time to Time to enter into and accept any new Covenants, Stipulations, and other Provisions in relation to any Collieries, Mines, or Minerals leased as aforesaid, or any Lands and Hereditaments, Liberties, Licences, Powers, Authorities, Easements, or Privileges connected therewith, with and from any Person for the Time being entitled to the Benefit of any Lease which shall have been made of such Collieries, Mines, or Minerals, by virtue of such Power to grant Mining Leases, by way of Addition to or Explanation or Alteration of all or any of the Covenants, Stipulations, or Provisions in such Lease contained, yet nevertheless so that such Lease shall, when so added to, explained, or altered, be conformable with the Requirements of the same Power, and so that the Lessee or Lessees execute a Counterpart of every Deed to be executed in pursuance of this Provision.

Power of Sale and Exchange.

7. It shall be lawful for the said *William Smyth*, his Executors or Administrators, or other the Trustees or Trustee for the Time being of the said Will and Codicil, at any Time or Times hereafter, at the Request and by the Direction in Writing of the Person for the Time being entitled, by virtue of the Limitations contained in the said Will and Codicil respectively, to the Possession of or to the Receipt of the Rents and Profits of the Manors and other Hereditaments thereby respectively devised, or any Part thereof, provided he shall have attained the Age of Twenty-one Years, and during the Minority of such Person, at the Discretion of the Trustees or Trustee

for the Time being, to dispose of and convey the same respective Hereditaments, or any Part thereof, except the said Mansion House called *Lilford Hall*, and the Gardens, Pleasure Grounds, and Appurtenances thereof, and the Lands forming the Park, by way of absolute Sale, or in exchange for or in lieu of other Hereditaments, to be situate in *England* or *Wales*, and upon any such Exchange to give or receive any Money for Equality of Exchange, and also to enfranchise any Tenement holden of any Manor, with or without all or any Commons, Rights, Liberties, or Privileges appendant or appurtenant or held with such Tenement, for such Considerations in Money, either in gross or by way of Rent, or partly for each of such Considerations, and with such Reservations, Exceptions, and Restrictions as the Trustees or Trustee for the Time being shall think reasonable, and any such Sale as aforesaid may be made by Public Auction or Private Contract; and the Trustees or Trustee acting in the Execution of this Power may insert any such Stipulations as to Title, or Evidence of Title, or otherwise, in any Conditions, or Contract of Sale or Exchange, as they or he shall think fit, and may rescind or vary any Contract for Sale, and re-sell, without being responsible for Loss occasioned thereby; and for the Purpose of effecting any such Sale, Exchange, or Enfranchisement as aforesaid, it shall be lawful for the said Trustees or Trustee for the Time being as aforesaid, by any Deed or Deeds absolutely to revoke all or any of the Uses, Limitations, Estates, Trusts, Powers, and Provisoes limited, expressed, and declared in and by the said Will and Codicil of the said *Thomas Atherton* Lord *Lilford*, and the said Indenture of Settlement of the Twenty-second Day of *May* One thousand eight hundred and thirty, or under the Exercise of any Power therein respectively contained, so far as the same relate to the Hereditaments proposed to be sold, exchanged, or enfranchised, save and except any Leases granted under any Power of Leasing contained in the said Will, Codicil, or Settlement respectively, or this Act, and save and except any Mortgage or other Disposition which may have been made under the Trusts of any Term of Years limited by the said Settlement or the said Will and Codicil respectively, or limited or to be limited in exercise of any Power contained therein respectively, and by the same or any other Deed or Deeds to limit, declare, and appoint such Uses, Estates, or Trusts of the same Hereditaments as it shall be thought necessary or expedient to limit, declare, direct, or appoint, in order to effect such Sales, Exchanges, or Enfranchisements as aforesaid; and any Sale or Exchange may be made subject to any Rights or Easements in, over, or upon the Hereditaments sold or exchanged, or with any Rights or Easements in, over, or upon any other Part or Parts of the said Hereditaments, and may be made subject to the Exception and Reservation of all or any Mines, Minerals, Coals, Quarries, Stone, Clay, Sand, and Substances in, under, or upon the

Land

Land sold, exchanged, or enfranchised, and to such Liberties, Powers, Privileges, and Easements for searching for, working, getting, and disposing of the same, or otherwise in relation thereto, as to the Trustees or Trustee acting in the Execution of this Power may seem fit; and all or any such Mines, Minerals, Coal, Quarries, Stone, Clay, Sand, and Substances may be sold or exchanged apart from and without or with Part only of the Surface, and with any such Liberties, Powers, Privileges, and Easements for any of the Purposes aforesaid as to the said Trustees or Trustee may seem fit; and the Purchaser or Purchasers, Person or Persons, taking under any Exchange or Enfranchisement, may be required to enter into any Covenants or be subject to any Restrictions of any Description which the said Trustees or Trustee may deem expedient; and the Assurance of the Premises sold or exchanged may be made in such Manner or Form as may be deemed expedient for giving Effect to any such Exception, Reservation, or Restriction; and it shall be lawful for the Trustees or Trustee acting in the Execution of the aforesaid Power of Sale and Exchange to apply any Money to arise from any Sale, Exchange, or Enfranchisement in Payment of any Sum payable by them or him for Equality of Exchange, and also to raise by Mortgage of the Hereditaments received in Exchange, or any Part thereof, any Monies by them or him agreed to be paid for Equality of Exchange.

Application of Monies arising by Sale, Exchange, or Enfranchisement.

8. The Trustees or Trustee for the Time being may apply all or any Monies which shall arise by any Sale, Exchange, or Enfranchisement, and all or any Monies resulting from any former Sale or Exchange, or which otherwise ought to be laid out in the Purchase of Lands, to be settled to the like Uses as any of the Hereditaments intended to be affected by this Act, and which shall remain after Payment of the Costs and Expenses of and attending the obtaining and passing of this Act, as herein-after provided, in or towards the Discharge of any Portions or other Incumbrances for the Time being affecting the Hereditaments from the Disposal of which such Monies shall have arisen, and shall lay out and invest the Surplus (if any) of the said Monies in the Purchase of Freehold Hereditaments in Fee Simple in Possession in *England* or *Wales*, or of Copyhold Hereditaments for a Customary Estate of Inheritance in Fee Simple convenient to be held with such Freehold Hereditaments, or with any of the Hereditaments remaining undisposed of, yet so as that every such Purchase be made with the Consent of the Person whose Request and Direction are hereby made necessary to the Exercise of the said Power of Sale and Exchange, or at such Discretion as aforesaid, as the Case may require; and all the Hereditaments so to be purchased or received in Exchange as aforesaid shall be settled or assured to such and the same Uses, upon such and the same Trusts, and with, under, and subject to such and the same Powers, Provisoes, and

and Declarations, as the Hereditaments so sold or given in Exchange would have been limited or subject to under or by virtue of the said Will and Codicil of the said *Thomas Atherton* Lord *Lilford*, and the said Settlement of the Twenty-second Day of *May* One thousand eight hundred and thirty, and this Act, or the conjoint Operation thereof, in case the same Hereditaments had not been sold or given in Exchange, or as near thereto as the Deaths of Parties, the Nature of the Tenure, and other Circumstances will admit; and any Hereditaments which may be purchased or received in Exchange as aforesaid may be taken subject to any special Conditions or Stipulations as to Title or otherwise, if the Trustees or Trustee purchasing or receiving the same Hereditaments shall see fit; and until the Monies arising by such Sales, Exchanges, and Enfranchisements respectively as aforesaid shall be disposed of in the Manner herein-before mentioned, it shall be lawful for the Trustees or Trustee for the Time being to invest the same in their or his Names or Name, either in the Parliamentary Stocks or Public Funds of *Great Britain*, or on Government or Real Securities in *England* or *Wales*, but not in *Ireland*, with full Power from Time to Time to vary and transpose the said Stocks, Funds, and Securities for other Stocks, Funds, and Securities of the like Nature, as often as the said Trustees or Trustee shall think proper; and the Interest, Dividends, and annual Income of such Stocks, Funds, and Securities shall be paid and applied in the same Manner as the Rents and Profits of the Estates to be purchased therewith would from Time to Time be payable or applicable if such Purchase were then made.

Trustees Receipts to be sufficient Discharges.

9. Every Receipt in Writing of the Trustees or Trustee for the Time being under the said Will and Codicil of the said *Thomas Atherton* Lord *Lilford* shall be an effectual Discharge for any Money which shall be paid to him or them under or by virtue of this Act, or any of the Powers herein contained; and the Person or Persons taking such Receipt shall not be bound to see to the Application, or be answerable for the Loss, Misapplication, or Non-application of the Monies which in such Receipt or Receipts shall be expressed to be received.

Powers and Provisions of the Will and Codicil not to be abridged by this Act, and all Powers of Leasing to have Priority over the Rentcharge and Portions.

10. The Powers and Provisions respectively contained in the said Will and Codicil respectively of the said late Lord *Lilford* shall not be abridged or prejudicially affected by this Act, otherwise than by the Exercise of any of the Powers hereby given; and all Estates or Terms created by the Exercise of the Powers of granting in Fee-farm Rent, or of leasing, contained in the said Will and Codicil respectively, or in this Act, shall have Priority over the said Rentcharge and Portions charged by the said Indenture of the Twenty-second Day of *May* One thousand eight hundred and thirty, and the said Term of One thousand Years thereby limited for securing the same respectively.

11. The

Act to extend to devised Copyholds and Leaseholds.

11. The several Powers and Provisions in this Act contained shall be applicable to all Copyhold and Leasehold Hereditaments devised or bequeathed by the said Will or Codicil, so far as the different Nature of the Property and other Circumstances will admit.

Distinct Trustees may be created for each Estate under the Power in the Will, who shall be deemed for all Purposes to be Trustees under the Will.

12. On every Appointment of new Trustees, as to all Hereditaments intended to be affected by this Act, Two distinct Classes of Trustees may be created and maintained with respect to the said *Bewsey* Estate and the Residue of the same Estates respectively, so long as the Limitations of the said Estates respectively under the said Will and Codicil respectively shall be distinct; and the Person for the Time being entitled, under the Limitations of the said Codicil, to an Estate of Freehold in Possession in the said *Bewsey* Estate, provided he shall have attained the Age of Twenty-one Years, and during the Minority of any such Person his Guardian or Guardians, shall have the same or the like Power of appointing new Trustees, so far as respects the said *Bewsey* Estate, as is given by the said Will with respect to the Hereditaments thereby devised; and the said *William Smyth*, his Executors and Administrators, until an Appointment of new Trustees, shall, as to each of the said Two Estates, and each Class of future Trustees shall, as to the Estate of which they shall respectively be Trustees, be deemed to be the Trustee or Trustees for the Time being under the said Will and Codicil respectively, within the Meaning of the said Will and Codicil respectively and of this Act, and for all the Purposes thereof respectively.

Provision for Costs and Expenses of Act.

13. The Costs and Expenses of and attending the obtaining and passing of this Act shall be paid either out of any Monies which shall arise from any Sale, Exchange, or Enfranchisement effected under the Powers of this Act, or out of any other Monies which are or shall be liable to be laid out in the Purchase of Hereditaments, to be settled to the like Uses as any of the Hereditaments intended to be affected by this Act, or out of any Monies which may be raised by Mortgage under the Authority herein-after given; and as between the said *Bewsey* Estate and the Residue of the Estate intended to be affected by this Act, the said Costs shall be borne in the Proportions following, (that is to say,) One Fourth by the *Bewsey* Estate and Three Fourths by the Residue of the said Estates.

Provision for raising Money by way of Mortgage.

14. The said Trustees or Trustee for the Time being, with the Sanction of the Court of Chancery, to be obtained in the said Suit, may from Time to Time, by Mortgage or Mortgages of any of the Hereditaments intended to be affected by this Act, raise such Sum or Sums of Money as may be required for completing the aforesaid Purchase from the Trustees under the Will of the said *George Anthony Legh Keck*, or paying any other of the Debts of the said Testator *Thomas Atherton* Lord *Lilford* to which such Hereditaments may be liable

liable, and also any Costs of the said Suit, and also any other Costs and Expenses which have been or may be incurred with reference to such Hereditaments respectively; and if any Part of such Costs and Expenses as aforesaid which ought to be borne by the said *Bewsey* Estate shall in the first instance be paid out of any Money which since the said Testator's Decease has arisen from any Part of the Residue of the said devised Hereditaments, the Amount thereof shall be afterwards recouped out of any Monies which shall arise from any Sale or Mortgage or other Disposition of any Part of the said *Bewsey* Estate.

Power of Revocation and new Appointment for effecting such Mortgages.

15. For the Purpose of effecting any Mortgages by this Act empowered to be made, the said Trustees or Trustee for the Time being may have and execute the like Powers of Revocation of the Uses of the said Will and Codicil and the said Settlement of the Twenty-second Day of *May* One thousand eight hundred and thirty, and new Appointment, as to the Hereditaments so to be mortgaged, as are herein-before given under the Power of Sale and Exchange herein-before contained, and may give a valid Discharge for the Money so raised.

The Tenant for Life to keep down the Interest of the Mortgage Debts, and the Trustees to pay off the Principal by means of a Sinking Fund.

16. The Person or Persons respectively for the Time being entitled, under the Limitations contained in the Will and Codicil respectively of the said *Thomas Atherton* Lord *Lilford* to the actual Possession of or to the Receipt of the Rents and Profits of the Manors and Hereditaments thereby respectively devised shall pay and keep down all Interest becoming due in respect of the Principal Sum or Sums of Money secured and due by virtue of any Mortgage or Mortgages made under the Powers of this Act of any Hereditaments in respect of which he or they shall be respectively so entitled as aforesaid; and the Trustees or Trustee for the Time being under the said Will and Codicil respectively shall, out of the same Rents and Profits, and out of the annual Income of any Sinking Fund which shall be created under the following Provisions, and shall for the Time being be subsisting, yearly and every Year receive or raise One Twenty-fifth Part of the Amount of the whole Principal Sum raised on the Security of such Mortgage or Mortgages, and apply the same in or towards the Reduction of such Principal Sum, either by direct Payment to the Mortgagee or Mortgagees, if he or they shall consent, or shall be under any Agreement or otherwise bound to receive the same, or by the Creation of a Sinking Fund for that Purpose, the Creation, Management, and Disposal of which Sinking Fund shall be under the Direction of the said Court of Chancery, to be obtained by such Trustees or Trustee, in a summary Way, by Motion, Petition, or Summons, to the end that the whole of each Principal Sum raised on the Security of such Mortgage may be discharged, with the

the Interest thereof, out of such Rents and Profits and annual Income, within or at the Expiration of a Period of Twenty-five Years from the Time of the borrowing thereof; and for better enabling the said Trustees or Trustee to raise such Sum or Sums as aforesaid out of the Rents and Profits of the said Hereditaments, they or he shall have Power to enter into or upon the said Hereditaments or any Part thereof, and to receive the Rents and Profits thereof, until the Sum or Sums so required shall be paid.

General Saving.

17. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, (other than and except the said *Thomas Littleton* Lord *Lilford*, and the said *Thomas Atherton Powys* and *John Powys*, and the Heirs Male of their respective Bodies, and every other Son hereafter to be born of the said *Thomas Littleton* Lord *Lilford*, and the Heirs Male of the Body of every such Son, and the said *Leopold William Henry Powys*, and his First and every other Son, and the Heirs Male of the Body of every such Son, and the said *Edward Victor Robert Powys* and *Charles James Fox Powys*, and their respective First and other Sons, and the Heirs Male of the Body of every such Son, and the right Heirs of the said *Thomas Atherton* late Lord *Lilford* and the said *Mary Elizabeth* Dowager Lady *Lilford*, and the said *Adelaide Mary Powys*, and the said *Thomas Henry Burroughes*, *John Nicholas Fazakerley* and *Georgiana Caroline* his Wife, *Mary Elizabeth Frances Powys*, *Constance Emma Augusta Powys*, and *Caroline Mary Powys*, and all Persons claiming or to claim under or in trust for any of them, or under or in trust for the said *Edith Galfrida Burroughes* deceased, and the said *John Campbell Colquhoun*, *Richard Leonard Adams*, Lord *Wriothesley Russell*, and *George William Frederick* Earl of *Carlisle*, and all other the Trustees or Trustee for the Time being of the said Term of One thousand Years limited by the said Indenture of the Twenty-second Day of *May* One thousand eight hundred and thirty, and the said *William Burroughes*, *Robert Burroughes*, *Archibald Campbell Colquhoun*, and *Robert Stopford*, and all other the Trustees or Trustee for the Time being of the said Indentures of the Nineteenth Day of *April* One thousand eight hundred and fifty-eight, and the said *Henry Edward Hutton*, *Reginald Algernon Capel*, *Thomas Littleton* Lord *Lilford*, and *Thomas Henry Burroughes*, and all other the Trustees or Trustee for the Time being of the said Indentures of the Twenty-first Day of *April* One thousand eight hundred and fifty-nine, and the said Lady *Mary Powys* and the said *Francis John Savile Foljambe* and *Henry Bence Jones*, and all other the Trustees and Trustee for the Time being of the said Term of Ninety-nine Years limited by the said Indenture of the Seventeenth Day of *September* One thousand eight hundred

eight hundred and sixty-two, and the said *Augustus Hedworth Williamson* and *Archibald Campbell Colquhoun*, and all other the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years limited by the said last-mentioned Indenture, and the said *William Smyth*, and all other the Trustees or Trustee under the said Will and Codicil of the said *Thomas Atherton* late Lord *Lilford*, and all other Persons to whom any Estate, Right, or Interest has been granted, devised, or limited, or has descended or devolved, or shall descend or devolve, under the Uses, Limitations, or Trusts of the said last-mentioned Indenture, or of the said Will or Codicil of the said late Lord *Lilford*,) all such Estate, Right, Title, Interest, Claim, and Demand in and to or out of the Freehold, Copyhold, and Leasehold Estates and Hereditaments devised by or now subject to the Uses and Limitations of or Trusts declared by the said Will and Codicil respectively, concerning the Estates devised by the said Will and Codicil respectively, or any Part thereof, as they or any of them respectively had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

Short Title.

18. In all Documents and in all legal and other Proceedings this Act may be described or referred to as "The *Lilford* Estate Act, 1864."

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

19. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.