ANNO QUADRAGESIMO SEPTIMO

GEORGII III. REGIS.

Cap. 21.

An Act for veſting in new Truſtees, certain Truſt Eſtates comprized in the Settlement made on the Marriage of the Right Honourable *George Venables* Lord *Vernon* with *Louiſa Barbara* Lady *Vernon*, his late Wife. [25th *March* 1807.]

Settlement of 1 & 2 July 1757.

WHEREAS by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the Firſt and Second Days of *July* in the Year One thouſand ſeven hundred and fifty-ſeven, the Releaſe being of Six Parts, and made between *George Venables Vernon* the elder, of *Sudbury* in the County of *Derby*, Eſquire, and *George Venables Vernon* the younger, (eldeſt Son and Heir Apparent of the ſaid *George Venables Vernon* the elder) of the Firſt Part; the Right Honourable *Barbara* Lady *Manſel* (Widow and Relict of the Right Honourable *Buſſy* Lord *Manſel*, Baron *Manſel* of *Margam* in the County of *Glamorgan*, deceaſed) and the Honourable *Louiſa Barbara Manſel* (only Child and Heir of the ſaid *Buſſy* Lord *Manſel* by the ſaid *Barbara* Lady *Manſel*) of the Second Part; the Right Honourable *Francis* Earl *Guilford* and *Charles Mountague*, of the Pariſh of *Saint George Hanover Square*, in the County of *Middleſex*, Eſquire, of the Third Part; and the ſeveral other Perſons therein named of the remaining Parts, (being the Settle-

ment made previouſly to and in contemplation of the Marriage then intended, and ſoon afterwards had, between the ſaid *George Venables Vernon* the younger, and *Louiſa Barbara Manſel*); it is by the ſaid Indenture of Releaſe witneſſed, that in Conſideration of the ſaid intended Marriage, and for other Conſiderations therein expreſſed, the ſaid *George Venables Vernon* the elder, and *George Venables Vernon* the younger, did, in Execution of the Power therein mentioned and referred to, direct, limit, and appoint, that divers Manors or Lordſhips, Meſſuages, Advowſons, Parks, Farms, Lands, Tenements, Rents, and Hereditaments, and Parts and Shares of Manors or Lordſhips, and other Hereditaments, therein particularly deſcribed, ſituate, lying, and being in the ſeveral Counties of *Derby* and *Stafford*, ſhould from thenceforth be and remain to the ſeveral Uſes, and for the ſeveral Intents and Purpoſes therein-after expreſſed and declared: And it is thereby further witneſſed, that for the Conſiderations therein-before mentioned, they the ſaid *George Venables Vernon* the elder, and *George Venables Vernon* the younger, did grant, releaſe, and confirm to the ſaid *Francis* Earl *Guilford*, and *Charles Mountague*, and their Heirs, the ſaid Manors and other Hereditaments in the Counties of *Derby* and *Stafford*, and alſo ſeveral other Meſſuages, Farms, Lands, Tenements, and Hereditaments therein deſcribed, ſituate in the ſame Counties of *Derby* and *Stafford*, and alſo ſeveral Manors or Lordſhips, Meſſuages, Mills, Parks, Farms, Lands, Tenements, Rents, and Hereditaments, therein deſcribed or mentioned, in the County of *Cheſter*; to hold the ſame unto the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, and their Heirs and Aſſigns, to, for, and upon ſeveral Uſes, Truſts, and Eſtates, which are determined by the death of the ſaid *Louiſa Barbara* the late Wife of the ſaid *George Venables Vernon* the younger, and the Death of the ſaid *George Venables Vernon* the elder, with Remainder to the Uſe of the ſaid *George Venables Vernon* the younger, and his Aſſigns, for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, and their Heirs, during the Life of the ſaid *George Venables Vernon* the younger, in Truſt to preſerve Contingent Remainders; with Remainder to the Uſe of Truſtees, for the Term of Five hundred Years, without Impeachment of Waſte, upon Truſt for raiſing Portions for the Daughters and younger Sons of the ſaid then intended Marriage; with Remainder to the Uſe of the firſt and other Sons of the ſaid *George Venables Vernon* the younger, by the ſaid *Louiſa Barbara Manſel*, ſucceſſively in Tail Male; with Remainder to Truſtees for the Term of One thouſand Years, upon Truſt for raiſing Portions for the Daughters of the ſaid then intended Marriage, in caſe of Failure of Iſſue Male; with Remainder to the firſt and other Sons of the ſaid *George Venables Vernon* the younger, by any other Woman or Women ſucceſſively, in Tail Male; with Remainder to the Uſe of *Henry Vernon*, Second Son of the ſaid *George Venables Vernon* the elder, and his Aſſigns, for his Life, without Impeachment of Waſte; with Remainder to the ſaid *Francis* Earl *Guilford*, and *Charles Mountague*, and their Heirs, during the Life of the ſaid *Henry Vernon*, in Truſt to preſerve Contingent Remainders; with Remainder to the firſt and other Sons of the ſaid *Henry Vernon* ſucceſſively, in Tail Mail, with Remainder to the ſaid *George Venables Vernon* the elder, his Heirs and Aſſigns, for ever: And it was by the ſaid Indenture of Releaſe and Settlement provided and declared, and agreed, that notwithſtanding any of the Limitations

Limitations therein-before contained, it ſhould and might be lawful to and for the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, and the Survivor of them, and his Heirs, from Time to Time, and at all Times during the Lives of the ſaid *George Venables Vernon* the elder and *George Venables Vernon* the younger, or the Survivor of them (by and with the Conſent and Approbation of the ſaid *George Venables Vernon* the elder, *George Venables Vernon* the younger, and *Louiſa Barbara Manſel*, or the Survivors or Survivor of them, teſtified by Writing under their, his, or her reſpective Hands and Seals, ſigned in the Preſence of Two or more credible Witneſſes) to ſell and diſpoſe of, or convey in exchange, in lieu of other Freehold Manors, Meſſuages, Lands, and Hereditaments, ſituate and being in that Part of *Great Britain* called *England*, all, every, or any of the Manors, Meſſuages, Lands, Tenements, Advowſons, Hereditaments, and Premiſes, or Parts and Shares of Manors, Meſſuages, Tenements, Advowſons, Hereditaments, and Premiſes, therein-before granted and releaſed, and the Fee Simple and Inheritance thereof, to any Perſon or Perſons, and his or their Heirs, either together or in Parcels, for ſuch Price and Prices in Money, or any ſuch other Equivalent as to them ſhould ſeem reaſonable; and upon Payment of the Money ariſing upon the Sale thereof, or any Part or Parts thereof, when any ſuch Part or Parcel thereof ſhould be ſold for a valuable Conſideration in Money, to ſign and give proper Receipts for the Monies for which the ſame ſhould be ſo ſold, which Receipt or Receipts of the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, or the Survivor of them, or his Heirs, ſhould be a ſufficient Diſcharge to ſuch Purchaſer or Purchaſers, for the Purchaſe Money therein to be acknowledged or expreſſed to be received, and that ſuch Purchaſer or Purchaſers ſhould not afterwards be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of the ſaid Purchaſe Money ſo received, or any Part thereof; and when any of the Premiſes ſhould be ſo ſold for a valuable Conſideration in Money, and ſuch proper Receipts ſhould be ſigned and given for the Purchaſe Money as aforeſaid, and alſo when any of the Premiſes ſhould be ſold, diſpoſed of, or conveyed, for or in lieu of other Lands and Hereditaments, and the Fee Simple and Inheritance of ſuch Lands taken in Exchange, ſhould be well veſted in them the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, or the Survivor of them, his Heirs or Aſſigns, all and every the ſaid Manors, Meſſuages, Lands, Tenements, Advowſons, Hereditaments, and Premiſes, and Parts and Shares of Manors, Meſſuages, Lands, Tenements, Advowſons, Hereditaments and Premiſes, ſo ſold, diſpoſed of, or conveyed in exchange, or otherwiſe, ſhould from thenceforth be and remain for ever freed and abſolutely diſcharged of and from all the Uſes, Eſtates, Truſts, Declarations, Proviſoes, and Agreements therein-before limited, expreſſed, and declared, of and concerning the ſame; and from thenceforth the ſaid Indenture of Releaſe and Settlement now in recital, and the Grant and Releaſe thereby made, and the ſeveral Common Recoveries in the ſaid Indenture of Releaſe mentioned to have been ſuffered, ſhould be and enure as to ſuch of the ſaid Premiſes as ſhould be ſo reſpectively ſold, diſpoſed of, or conveyed, to the only Uſe and Behoof of ſuch Purchaſer or Purchaſers, or of ſuch other Perſon or Perſons to whom the ſame ſhould be ſo reſpectively ſold, diſpoſed of, or conveyed in Exchange or otherwiſe, and of his, her, and their Heirs reſpectively for ever: And it was thereby declared, that when any of the ſaid Premiſes ſhould be ſold

for

for a valuable Conſideration in Money in purſuance of the ſaid Indenture of Releaſe and Settlement, that the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, or the Survivor of them, his Executors or Adminiſtrators, ſhould, by and with the like Conſent of the ſaid *George Venables Vernon* the elder, *George Venables Vernon* the younger, and *Louiſa Barbara Manſel*, or the Survivors or Survivor of them, teſtified as aforeſaid, with all convenient Speed lay out and inveſt the Money ariſing by ſuch Sale or Sales, in the purchaſing of other Manors, Lands, and Hereditaments, of a clear and indefeaſible Eſtate of Inheritance in Fee Simple in Poſſeſſion, in that Part of *Great Britain* called *England*, and as well the Manors, Meſſuages, Lands, Hereditaments, and Premiſes, ſo to be purchaſed, as all and every the Manors, Meſſuages, Lands, Hereditaments, and Premiſes, which ſhould be veſted in the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, or in the Survivor of them, or in his Heirs or Aſſigns, in Exchange for and in lieu of the Manors, Meſſuages, Lands, Tenements, Advowſons, Hereditaments, and Premiſes, and Parts and Shares of Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes therein-before granted and releaſed, which he or they ſhould have diſpoſed of or conveyed in Exchange or otherwiſe, in purſuance of the ſaid Indenture of Releaſe and Settlement, ſhould be ſettled and conveyed by them the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, or by the Survivor of them, his Heirs or Aſſigns, to ſuch and the ſame Uſes, and upon ſuch and the ſame Truſts, and for ſuch and the ſame Ends, Intents, and Purpoſes, and charged in the ſame Manner and with, by, and under the ſame Proviſoes, Declarations, and Agreements, as were therein-before limited, declared, and expreſſed, of and concerning the Manors, Meſſuages, Lands, Tenements, Advowſons, Hereditaments, and Premiſes, and Parts and Shares of Manors, Meſſuages, Lands, Tenements, Advowſons, Hereditaments, and Premiſes, therein-before mentioned to be granted and releaſed, or to ſuch and ſo many of them as ſhould then be exiſting and undetermined, or capable of taking effect: And it was thereby further agreed and declared, that in the mean Time, and until ſuch convenient Purchaſe of Lands in that Part of *Great Britain* called *England*, as is before mentioned, could be found, it ſhould and might be lawful to and for the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, and the Survivor of them, his Executors or Adminiſtrators (by and with ſuch Conſent and Approbation, or their own Diſcretion) to place out the Money ariſing by ſuch Sale or Sales, or any Part or Parts thereof, on Real or Government Securities, or Parliamentary Funds, and from Time to Time, with the like Conſent, to call in the ſame, and change ſuch Securities: And it was thereby declared, that the Intereſt, Dividends, or Proceeds, ſo veſted in Securities, ſhould from Time to Time go to and be had and received by ſuch Perſon and Perſons, and be applied to and for ſuch Uſes, Intents, and Purpoſes, in ſuch Courſe, Order, and Manner, as the Rents and Profits of the Lands ſo to be purchaſed therewith, and ſettled as aforeſaid, would go or be payable, or applicable unto, in caſe ſuch Purchaſe or Settlement were then actually made: And whereas the ſaid *George Venables Vernon* the elder died in the Year One thouſand ſeven hundred and eighty (having been created a Peer by the Title of Baron *Vernon* of *Kinderton*, in the County of *Cheſter*) leaving the ſaid *George Venables Vernon* the younger (now Lord *Vernon*) and the ſaid *Louiſa Barbara* Lady *Vernon* him ſurviving: And whereas the ſaid *Louiſa Barbara* Lady *Vernon* died in the

the Year One thouſand ſeven hundred and eighty-ſix, without Iſſue by the ſaid *George Venables Vernon* the younger, then and now Lord *Vernon*; and he the ſaid *George Venables Vernon* the younger, now Lord *Vernon*, hath ſince married *Jane Georgiana Fauquier*, Spinſter, and hath no Iſſue Male: And whereas the ſaid *Henry Vernon*, now called *Henry Sedley*, hath Iſſue One Son named *George Charles Sedley*, who hath attained the Age of Twenty-one Years: And whereas the ſaid *Charles Mountague* died in the Year One thouſand ſeven hundred and fifty-nine, in the Lifetime of his Co-Truſtee, the ſaid *Francis* Earl *Guilford*, who died in the Year One thouſand ſeven hundred and ninety, leaving Iſſue *Frederick* Earl *Guilford* his eldeſt Son and Heir at Law him ſurviving; and the ſaid *Frederick* Earl *Guilford* died in the Year One thouſand ſeven hundred and ninety-two, leaving Iſſue *George Auguſtus* Earl *Guilford* his eldeſt Son and Heir at Law him ſurviving; and the ſaid *George Auguſtus* Earl *Guilford* died in the Year One thouſand eight hundred and two, leaving Iſſue Lady *Maria North*, Lady *Suſannah North*, and Lady *Georgiana North*, his Three Daughters and Co-Heireſſes at Law him ſurviving; and having by his laſt Will and Teſtament, dated the Twenty-fourth Day of *June* One thouſand eight hundred and one, appointed his Wife *Suſan*, Counteſs *Guilford*, the Right Honourable *Robert* Lord *Hobart* (now *Robert* Earl of *Buckinghamſhire*) *John Sullivan* Eſquire, and *Thomas Coutts* Eſquire, and the Survivors and Survivor of them, Guardians and Guardian of all his Children during their reſpective Minorities: And whereas the ſaid Lady *Maria North*, Lady *Suſannah North*, and Lady *Georgiana North*, are all Infants, and are therefore diſabled to execute the aforeſaid Power of Sale and Exchange contained in the aforeſaid Indenture of Releaſe and Settlement in reſpect of the aforeſaid ſettled Eſtates; and the ſaid *George Venables* (now Lord *Vernon*) is deſirous that new Truſtees of the ſaid Settlement may be ſubſtituted in lieu of the ſaid Infants; but the ſame cannot be effected without the Aid and Authority of Parliament; Wherefore Your Majeſty's moſt dutiful and loyal Subject, the ſaid *George Venables* (now Lord *Vernon*) doth moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all and ſingular the aforeſaid Manors or Lordſhips, Meſſuages, Advowſons, Parks, Farms, Lands, Tenements, Rents, and Hereditaments, and Parts and Shares of Manors or Lordſhips, Meſſuages, Advowſons, Parks, Farms, Lands, Tenements, Rents, and Hereditaments, in the Counties of *Derby*, *Stafford*, and *Cheſter*, and all other the Hereditaments, which by the ſaid recited Indentures of Leaſe and Releaſe, and Settlement, of the Firſt and Second Days of *July* One thouſand ſeven hundred and fifty-ſeven, were directed, limited, and appointed as aforeſaid, and which were thereby granted and releaſed as aforeſaid, unto the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, their Heirs and Aſſigns, to the Uſes and for the Ends, Intents, and Purpoſes aforeſaid; and which are now compriſed in the ſame Indentures, with their Rights, Members, and Appurtenances, ſhall, from and after the paſſing of this Act, be veſted in and ſettled upon, and the ſame are hereby veſted in and ſettled upon *George Anſon* Eſquire, Colonel of the Sixteenth Regiment of Light Dragoons, and *George Venables Vernon* Eſquire, Student of Chriſt Church College, in the Univerſity of *Oxford*, their Heirs and Aſſigns, to the Uſes,

The Manors and Hereditaments ſpecified in the recited Settlement ſhall be veſted in George Anſon and George Venables Vernon, &c. for the Uſes therein mentioned.

Uſes, upon and for the Truſts, Intents, and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, Declarations, and Agreements, upon, to, for and ſubject to which the ſaid Manors and other Hereditaments by this preſent Act veſted and ſettled would now have been ſubject and liable by virtue of and under the ſaid recited Indentures of Leaſe and Releaſe and Settlement, if at the Time of executing the ſame Indentures of Leaſe and Releaſe and Settlement the ſaid *George Anſon* and *George Venables Vernon* reſpectively had been in exiſtence, and the Names of them the ſaid *George Anſon* and *George Venables Vernon* had reſpectively been inſerted in the ſame Indentures of Leaſe and Releaſe and Settlement, inſtead and in lieu of the ſaid *Francis* Earl *Guilford* and *Charles Mountague*; and the Eſtates, Truſts, Powers, and Authorities by the ſame Indentures of Leaſe and Releaſe and Settlement, veſted in and given to the ſaid *Francis* Earl *Guilford*, and *Charles Mountague*, their Heirs and Aſſigns, or to the ſaid *Francis* Earl *Guilford* and *Charles Mountague*, and the Survivor of them, and his Heirs, or the Heirs and Aſſigns of ſuch Survivor, had been thereby veſted in and given to the ſaid *George Anſon* and *George Venables Vernon*, their Heirs and Aſſigns, or to the ſaid *George Anſon* and *George Venables Vernon*, and the Survivor of them, and his Heirs, or the Heirs and Aſſigns of ſuch Survivor.

Power of Appointing new Truſtees.

II. Provided always, and it is hereby further enacted, That if the ſaid *George Anſon* and *George Venables Vernon*, or either of them, or any Truſtee or Truſtees who ſhall be appointed in the Stead of them, or either of them, as herein-after mentioned, or their or either of their Heirs or Aſſigns ſhall die, or be deſirous to be diſcharged from the Powers and Truſts herein-before expreſſed, and referred to; then and in every ſuch Caſe it ſhall be lawful for the High Court of Chancery, upon a Petition to be preſented in a ſummary Way by the ſaid *George Venables* (now Lord *Vernon*) and after his Deceaſe by the Perſon or Perſons for the Time being beneficially entitled in Poſſeſſion to the ſaid Manors, and other Hereditaments, under and by virtue of the Limitations contained in the ſaid recited Indenture of Releaſe and Settlement, if ſuch Perſon or Perſons ſhall be of full Age; but if ſuch Perſon or Perſons ſhall be under Age, then by his, her, or their Guardian or Guardians during his, her, or their reſpective Minorities, to appoint the Perſon or Perſons propoſed in the ſaid Petition, or any Perſon or Perſons named by the Court, to be a Truſtee or Truſtees in the Place of the Truſtee or Truſtees ſo dying or deſiring to be diſcharged, and thereupon the ſaid Manors and other Hereditaments, or ſuch of them as ſhall from Time to Time remain unſold and undiſpoſed of, ſhall, with all convenient Speed, be conveyed and aſſured (which Conveyances and Aſſurances the Truſtee or Truſtees for the Time being, notwithſtanding Infancy or Coverture, is or are hereby empowered to make accordingly) in ſuch Sort and Manner as to become legally and effectually veſted in ſuch new Truſtee or Truſtees ſolely or jointly with the ſurviving or continuing Truſtee or Truſtees, as the Circumſtances of the Caſe ſhall require, and his or their Heirs, to the Uſes, upon the Truſts, and for the Intents and Purpoſes, and with, under, and ſubject to the Powers, Declarations, and Agreements herein-before expreſſed and referred to, of and concering the ſame; and that ſuch new Truſtee or Truſtees ſhall, to all Intents, Effects, Conſtructions, and Purpoſes whatſoever, have all the Powers and Authorities of the Truſtee or Truſtees in whoſe Room he or they ſhall be ſubſtituted.

III. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick or Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſaid *George Venables* (now Lord *Vernon*) and his Aſſigns, and the Firſt and other Sons of his Body, and the Heirs Male of the Body of ſuch Firſt and other Sons; and the ſaid *Henry Sedley* and his Aſſigns, and the ſaid *George Charles Sedley*, the Firſt Son of the ſaid *Henry Sedley* and the Heirs Male of the Body of the ſaid *George Charles Sedley*, and the Second and other Sons of the ſaid *Henry Sedley*, and the Heirs Male of the Body of ſuch Second and other Sons; and the Heirs and Aſſigns of the ſaid *George* late Lord *Vernon*, and the ſaid Lady *Maria North*, Lady *Suſannah North*, and Lady *Georgiana North*, and their reſpective Heirs) all ſuch Eſtate, Right, Title, Intereſt, Benefit, Property, Claim, and Demand whatſoever, of, in, to, or out of the ſaid Manors or Lordſhips, and other Hereditaments, as they, or any of them, had before the paſſing of this Act, or might have had in caſe this Act had not been made. General Saving.

IV. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty, and that a Copy thereof, ſo printed, ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others. Act to be Evidence.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1807.