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An Act for enabling the Right Honourable Charles John Earl of Shrewsbury, and other the persons for the time being entitled to the estates annexed to the Earldom of Shrewsbury, to make arrangements with the persons claiming to be entitled to or interested in lands at Oxton in the county of Chester, under certain leases granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, respecting the premises comprised in such leases, and for annexing lands at Oxton to the Earldom of Shrewsbury; and for other purposes. [9th August 1869.]

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WHEREAS by an Act of the sixth year of the reign of George the First, cap. twenty-nine, intituled "An Act for annexing "the late Duke of Shrewsbury's Estate to the Earldom of Shrews- "bury, and confirming Gilbert Earl of Shrewsbury's Settlement in "order thereto, and for other purposes therein mentioned" (in this Act referred to as The Shrewsbury Estate Act, 1720), wherein were recited indentures of lease and release dated respectively the thirtieth and thirty-first days of October one thousand seven hundred, and made by way of settlement by Charles twelfth Earl and only Duke of Shrewsbury (in this Act referred to as the settlement of one thousand seven hundred); and also the will of Charles Duke of Shrewsbury, dated the nineteenth day of July one thousand seven hundred and twelve; and also indentures of lease and release, dated respectively the third and fourth days of March one thousand seven hundred and eighteen, being the settlement made on the marriage of George Talbot and Mary Fitzwilliam (in this Act referred to as the settlement of one thousand seven hundred and eighteen); and in which settlements and will respectively were comprised divers manors, messuages, farms, advowsons, rectories, tithes, lands, tenements, and hereditaments, in the several counties of Salop, Worcester, Berks, Chester, Stafford, Oxford, Wilts, and

Shrewsbury Estate Act, 1720. 6 G. 1. c. 29.

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Derby, and elsewhere, and by which marriage settlement those estates were settled to divers uses which have since ceased, including estates in tail male for the first and other sons of George Talbot, and estates in tail male for the first and other sons of John Talbot—that marriage settlement was ratified and confirmed, and those estates were settled, after the decease of George Talbot and John Talbot and failure of issue male of their respective bodies, and subject to divers charges which have since ceased, to the use of Gilbert thirteenth Earl of Shrewsbury for his life, with remainder after his decease to the use of his first and other sons in tail male, and for default of such issue to the use and behoof of all and every person and persons being issue male of the body of John first Earl of Shrewsbury to whom the title, honour, and dignity of Earl of Shrewsbury should after the decease of Gilbert Earl of Shrewsbury, George Talbot, and John Talbot, without issue male of their respective bodies, by virtue of the letters patent of creation of the earldom, descend and come severally and successively one after another, as they and every of them should succeed to and inherit the earldom, and of the several and respective heirs male of the body and bodies of all and every such person and persons issuing, to attend and wait upon the earldom, and to be annexed to and descend with the same. And by the Act in recital provision was made prohibiting the alienation of those estates, and with a proviso under which, in the events therein specified, the prohibition would cease or be suspended; and by the Act in recital a power for leasing parts of those estates for three lives, or twenty-one years, or terms determinable on three lives, was created:

And whereas divers leases of parts of those estates were, under the power in that behalf contained in The Shrewsbury Estate Act, 1720, granted for three lives, and for terms determinable on three lives:

And whereas at the time of the passing of the Act next hereinafter recited Charles fifteenth Earl of Shrewsbury was the heir male of the body of George Talbot, then deceased, and was entitled to an estate in tail male in possession in the estates then subject to the limitations of the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720:

Shrewsbury Estate Act, 1803. 43 G. 3. c. 40.

And whereas by an Act of the forty-third year of the reign of George the Third, cap. forty, intituled "An Act for vesting part of "the settled estates of the Right Honourable Charles Earl of Shrews-"bury in the counties of Salop, Chester, Berks, Wilts, and Oxford, "in trustees to be sold, and for laying out the monies to arise by such "sale in the purchase of other lands and hereditaments, to be settled "in lieu thereof to the same uses and subject to the same restrictions," (in this Act referred to as The Shrewsbury Estate Act, 1803,) those

parts of the estates then subject to the limitations of the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, which were specified in the schedule to the Act in recital, with the appurtenances, were by the same Act vested in Thomas Wright and Charles Conolly, their heirs and assigns for ever, freed from all and every the uses, trusts, estates, entails, remainders, charges, powers, provisoes, limitations, and agreements in and by the settlement of one thousand seven hundred, the Duke's will, the settlement of one thousand seven hundred and eighteen, and The Shrewsbury Estate Act, 1720, respectively, created, limited, provided, and declared of or concerning the same, or any of them, except only leases theretofore granted of the same, but upon trust and to the intent that Thomas Wright and Charles Conolly and the survivor of them, and his heirs and assigns, should with all convenient speed, with the consent and approbation of Charles then Earl of Shrewsbury, to be testified by some writing under his hand, and after his decease then with the consent of the person or persons who should then be in the possession of the estates respectively, by virtue of the limitations before mentioned, in case such person should then be of the age of twenty-one years, to be testified by him or them as aforesaid, and in case of the minority of the person so in possession then by and of the proper authority of the same trustees respectively, sell and dispose of the premises so vested, and, on payment of the purchase monies for the same, convey the same to the purchasers, their heirs and assigns, or as they should appoint, freed as aforesaid; and by the Act in recital provision was made for the investment of the net monies arising by the sales in the purchase of hereditaments to be settled to the uses affecting the other parts of the estates remaining, subject to those limitations, and for the interim investment thereof in exchequer bills or other securities therein specified; and by the Act in recital it was enacted that until the premises thereby directed to be sold should be sold in pursuance of the trusts the same should be held, possessed, and enjoyed, and the rents, issues, and profits thereof should be had, received, and taken by, and be applied to and for the benefit of such persons as would have been entitled thereto in case the Act in recital had not been made:

And whereas some of the lands and hereditaments specified in the schedule to The Shrewsbury Estate Act, 1803, and comprised in the trust for sale created by that Act, have not been sold, and the unsold lands and hereditaments comprise (amongst other estates) certain lands and hereditaments situate in the township of Oxton in the county of Chester, and part of such last-mentioned lands and hereditaments is specified in the first schedule to this Act annexed:

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1 G. 4. c. 40.

And whereas an Act of the first year of the reign of George the Fourth, chapter forty, intituled "An Act for preventing the Right "Honourable Charles Earl of Shrewsbury and other persons "claiming under the Act for entailing certain estates with the "Earldom of Shrewsbury from disturbing a certain partition here-"tofore made of a small part of those estates by George late Earl of "Shrewsbury," was afterwards passed:

And whereas at the time of the passing of the Act next hereinafter recited John sixteenth Earl of Shrewsbury was, under and by virtue of the limitations of the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, entitled to an estate in tail male in possession in the estates then subject to those limitations:

Shrewsbury Estate Act, 1843. 6 & 7 Vict. c. 28.

And whereas by an Act of the session of the sixth and seventh years of the reign of Her present Majesty, chapter twenty-eight, intituled "An Act for vesting part of the Settled Estates of the Right "Honourable John Earl of Shrewsbury, in the counties of Oxford, "Chester, Salop, Worcester, and Stafford, in trustees, to be sold, and "for laying out the monies to arise by such sale in the purchase of "other lands and hereditaments to be settled in lieu thereof to the "same uses and subject to the same restrictions; and for other "purposes therein mentioned," (in this Act referred to as The Shrewsbury Estate Act, 1843,) those parts of the estates then subject to the limitations of the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, which were specified in the second schedule to the Act in recital annexed, were vested in John Wright and Edmund William Jermingham, their heirs and assigns, upon trust for sale, as therein expressed, and the power of leasing created by The Shrewsbury Estate Act, 1720, was repealed; and it was enacted that it should be lawful for John then Earl of Shrewsbury, during his life, and after his decease for all and every other persons and person to whom the estates limited by the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, were by the same settlement and Act respectively limited successively, as and when they should respectively by virtue of the limitations be in the actual possession or entitled to the receipt of the rents and profits of the manors and other hereditaments which for the time being should stand or be limited and settled by virtue of or under the settlement of one thousand seven hundred, and the Duke's will, and the settlement of one thousand seven hundred and eighteen, and the Shrewsbury Estate Act, 1720, or any of them, or by virtue of or under or by means of any purchase, exchange, or partition, or any Act or Acts for inclosure, or otherwise howsoever,

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to such of the uses limited by the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, respectively, as should then be subsisting or capable of taking effect in case the person who after the decease of John then Earl of Shrewsbury was thereby authorized as aforesaid should be of the age of twenty-one years, and if such person should be an infant, then for his guardian or guardians for the time being, by any indenture or indentures to be sealed and delivered by him or them in the presence of and to be attested by two or more credible witnesses, to demise or lease any part or parts of the same manors and other hereditaments (except the mansion called Alton Towers, in the township of Farley in the county of Stafford, and the outhouses, gardens, ponds, parks, woods, and premises usually enjoyed with that mansion) to any persons for terms not exceeding twenty-one years in possession without fine; and provision was thereby made for the acceptance of surrenders of leases granted for lives, or for years determinable upon lives, under the power of leasing by the Act in recital repealed, other than the leases specified in the first schedule to the same Act annexed, and for the granting instead of the surrendered leases of leases for terms of years absolute, not exceeding sixty years, and at the same rents as were reserved by the surrendered leases, and the several leases specified in the first schedule to the Act in recital annexed were determined; and it was enacted that it should be lawful for John Earl of Shrewsbury during his life, and after his decease for all and every other persons and person to whom the manors, hereditaments, and premises limited by the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, were by the same settlement and Act respectively limited successively, as and when they should respectively by virtue of the limitations be in the actual possession or entitled to the receipt of the rents and profits of the manors and other hereditaments which for the time being should stand or be limited and settled by virtue of or under the settlement of one thousand seven hundred, the Duke's will, the settlement of one thousand seven hundred and eighteen, and The Shrewsbury Estate Act, 1720, or any of them, or by virtue of or under or by means of any purchase, exchange, or partition, or any Act or Acts for inclosure, or otherwise howsoever, to such of the uses limited by the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, respectively, as should be subsisting or capable of taking effect in case the person who after the decease of John Earl of Shrewsbury was by the Act in recital authorized as aforesaid should be of the age of twenty-one years, and if such person should be an infant, then

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for his guardian or guardians for the time being, by any indenture or indentures to be sealed and delivered by him or them in the presence of and to be attested by two or more credible witnesses, at any time or times after the passing of the Act in recital, under and subject to the direction of Her Majesty's High Court of Chancery, in pursuance of an order or orders for that purpose to be obtained upon motion or petition in a summary way, from time to time and so often as he or they should think proper to convey in exchange for or in lieu of any other freehold or customary or copyhold manors, messuages, lands, tenements, or hereditaments, to be situate in the several counties of Oxford, Chester, Salop, Worcester, Stafford, Berks, and Derby, or some or one of them, or any of the lands and premises which for the time being should so stand limited and settled, not exceeding in any one exchange twenty-five acres, with their rights, members, and appurtenances, and for effectuating any such exchange or exchanges to limit and assure the same premises unto and to the use of the person or persons with whom such exchange or exchanges should be made, and his, her, or their heirs and assigns, or as he, she, or they should direct, or to such other use or uses, or in such other manner as circumstances might require, freed, acquitted, exonerated, and discharged of and from all and every the uses, trusts, estates, entails, remainders, charges, powers, provisions, limitations, and agreements in and by the settlement of one thousand seven hundred, the Duke's will, the settlement of one thousand seven hundred and eighteen, and The Shrewsbury Estate Act, 1720, or any of them, or any other Act of Parliament in the Act in recital before referred to, or the Act in recital, or any conveyance then already executed upon any such purchase or exchange as aforesaid respectively created, limited, provided, or declared of or concerning the same hereditaments and premises respectively, and the proviso in The Shrewsbury Estate Act, 1720, contained for the cesser or suspension of the prohibition against alienation therein contained was repealed; and it was enacted, that it should be lawful for John Earl of Shrewsbury during his life, and after his decease for all and every other persons and person to whom the manors, hereditaments, and premises limited by the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, were by the same settlement and Act respectively limited successively, as and when they should respectively, by virtue of the limitations, be in the actual possession or entitled to the receipt of the rents and profits of the lands which for the time being should stand limited and settled by virtue of or under the settlement of one thousand seven hundred, the Duke's will, the settlement of

one thousand seven hundred and eighteen, and The Shrewsbury Estate Act, 1720, or any of them, or by virtue of or under or by means of any purchase, exchange, or partition, or any Act or Acts for inclosure, or otherwise howsoever, to such of the uses limited by the settlement of one thousand seven hundred and eighteen and The Shrewsbury Estate Act, 1720, respectively, as should be subsisting or capable of taking effect in case the person who after the decease of John Earl of Shrewsbury was by the Act in recital authorized should be of the age of twenty-one years, and if such person should be an infant, then for his guardian or guardians, by any indenture or indentures to be sealed and delivered by him, her, or them, in the presence of and to be attested by two or more credible witnesses, to demise or lease all or any part or parts of the same lands, except such parts of the same lands in the county of Stafford as lay to the north of the river Churnett, together with the buildings thereon, if any, for terms not exceeding ninety-nine years in possession, by way of improving and building leases, and power for granting leases of mines and minerals in parts of the same lands in the counties of Chester, Salop, and Stafford, was created:

13 & 14 Vict. c. 6.

And whereas an Act of the session of the thirteenth and fourteenth years of the reign of Her present Majesty, chapter six, intituled "An Act for confirming and carrying into effect an exchange "heretofore made or attempted to be made between the Right "Honourable George late Earl of Shrewsbury and John Grace of "Whitby in the county of Chester, deceased," was afterwards passed:

Shrewsbury Estate Act, 1862. 25 & 26 Vict. c. 5.

And whereas by an Act of the session of the twenty-fifth and twenty-sixth years of the reign of Her present Majesty, chapter five, intituled "An Act for amending the powers of leasing, and other "powers created by divers Acts relating to the estates annexed to "the earldom of Shrewsbury, and for other purposes," the short title whereof is "The Shrewsbury Estate Act, 1862," it was enacted that the lands specified in the first schedule thereto annexed, being such parts of the lands in the township of Oxton specified in the schedule to The Shrewsbury Estate Act, 1803, and included in the trust for sale created by that Act, as have not been sold, and as are not comprised in the schedule to this Act annexed, with the appurtenances, should be divested out of James Robert Hope Scott and Edward Bellasis, who had been appointed trustees of The Shrewsbury Estate Act, 1803, and should stand and be limited and settled to, upon, for, and subject to the uses, trusts, intents, purposes, powers, provisions, and restrictions to, upon, for, and subject to which such of the estates limited by The Shrewsbury Estate Act, 1720, as had not been vested in any trustees for sale, and were then subject to

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the several powers of granting leases for not exceeding twenty-one years and ninety-nine years respectively by The Shrewsbury Estate Act, 1843, created, stood limited and settled, but not so as to be subject to any charge or incumbrance to which those lands were not then subject; and it was further enacted that from and after the passing of the Act in recital the person who from time to time was by The Shrewsbury Estate Act, 1843, authorized, on the surrender of leases for lives, or for years determinable on lives, granted under the power of leasing created by The Shrewsbury Estate Act, 1720, to grant leases for not exceeding sixty years at the same rents, boons, and services as were reserved by the surrendered leases, might, on the surrender of any lease for lives, or for years determinable on lives, granted under the power of leasing created by The Shrewsbury Estate Act, 1720, grant, in accordance with the provisions of The Shrewsbury Estate Act, 1843, as modified by the Act in recital, a lease of the tenements thereby demised for any term not exceeding sixty years, computed from the date of the surrendered lease, at a rent agreed on, not being less than the rent reserved by the surrendered lease, and without fine, premium, or foregift, or anything in the nature thereof, for the granting of the new lease; and that from and after the passing of the Act in recital the power by The Shrewsbury Estate Act, 1843, created for granting improving and building leases might, with respect to the lands specified in the first and second schedules to the Act in recital annexed, be exercised in accordance with that Act, in favour of any persons willing to make any new buildings, erections, or constructions on or in the lands to be demised, or to alter, add to, or improve any buildings, erections, or constructions on or in the same, or to annex the same to any adjoining lands, being parts of the estates from time to time subject to the limitations of The Shrewsbury Estate Act, 1720, or otherwise to improve the same; and that the leases so granted might be made for any terms of years absolute, not exceeding ninety-nine years in possession, and not in reversion, and that the consideration for any such lease should be the best and most beneficial yearly rent without fine which at the time of the making thereof, or of the contract for the same, and considering the nature and circumstances of the case, could be reasonably had for the same, and that the rent should be made payable half-yearly, or more often; and from and after the passing of the Act in recital the restriction by The Shrewsbury Estate Act, 1843, of any one exchange to be made under the power of exchange created by that Act to twenty-five acres was extended; and it was enacted, that that power of exchange should be read and have effect as if with respect to lands in the township of Stanton, in

the parish of Ellaston in the county of Stafford, and lands in the parish of Little Budworth in the county palatine of Chester, and lands in the parish of Albrighton in the county of Salop, that restriction had not been imposed, and as if in other cases that restriction had been to fifty acres:

And whereas Gilbert Earl of Shrewsbury, named in The Shrewsbury Estate Act, 1720, died a bachelor in the year 1743, and John Talbot, named in that Act, died in the year 1743, without leaving any male issue, and Bertram Arthur seventeenth Earl of Shrewsbury, who was the last issue male of George Talbot named in that Act, died a bachelor in the year 1856:

And whereas upon the decease of Bertram Arthur seventeenth Earl of Shrewsbury, Henry John Chetwynd eighteenth Earl of Shrewsbury and third Earl Talbot, in this Act called the late Earl, as the issue male of the body of John first Earl of Shrewsbury, to whom the title, honour, and dignity of Earl of Shrewsbury had after the decease of Gilbert Earl of Shrewsbury, George Talbot, and John Talbot respectively named in The Shrewsbury Estate Act, 1720, without issue male of their respective bodies, by virtue of the letters patent of creation of the earldom made and granted by Henry the Sixth, descended and come, became entitled under the limitations of that Act as tenant in tail male in possession to the estates then subject to such limitations:

And whereas the late Earl died on or about the fourth day of June one thousand eight hundred and sixty-eight, and upon his decease his eldest son Charles John nineteenth Earl of Shrewsbury, in this Act called the present Earl, became and is now entitled, under the limitations of The Shrewsbury Estate Act, 1720, to the estates now subject to those limitations:

And whereas the late Earl was at the time of the passing of The Shrewsbury Estate Act, 1862, the eldest surviving son of Charles Chetwynd late Earl Talbot, K.G.:

And whereas Charles Chetwynd late Earl Talbot had ten sons and no more; that is to say,

The Honourable Charles Thomas Talbot, commonly called Viscount Ingestre, his eldest son, who died without issue in the year one thousand eight hundred and twenty-six;

The late Earl, his second son;

The Honourable and Reverend Arthur Chetwynd Talbot, his third son, now living;

The Honourable John Chetwynd Talbot, his fourth son, who died in the year one thousand eight hundred and fifty-two, and six younger sons:

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And whereas the late Earl had five sons and no more; that is to say,

The present Earl;

The Honourable Henry Carpenter Sherrington Talbot, his second son, who died an infant of tender years;

The Honourable Walter Cecil Talbot, who has lately assumed the surname and arms of Carpenter, his third son, now living, a bachelor;

The Honourable Reginald Arthur James Talbot, his fourth son, now living, a bachelor; and

The Honourable Alfred Talbot, his fifth son, now living, a bachelor and an infant:

And whereas the Honourable and Reverend Arthur Chetwynd Talbot has had three sons and no more; that is to say,

Charles Arthur Chetwynd Talbot, now living;

Hervey Arthur Talbot, now living, and a bachelor; and

Arthur Henry Talbot, now living, a bachelor and an infant:

And whereas the Honourable John Chetwynd Talbot had two sons and no more; that is to say,

John Gilbert Talbot, now living, and one other son:

And whereas the present Earl has had one son and no more; that is to say,

The Honourable Charles Henry John Talbot, commonly called Viscount Ingestre, now living, a bachelor and an infant:

And whereas Charles Arthur Chetwynd Talbot has had issue three sons and no more; that is to say,

Algernon Charles Talbot, now living, a bachelor and an infant;

Arthur Hervey Talbot, now living, a bachelor and an infant; and

Charles Aston Talbot, now living, a bachelor and an infant:

And whereas John Gilbert Talbot has had issue two sons and no more; that is to say,

George John Talbot, now living, a bachelor and an infant; and

Bertram Talbot, now living, a bachelor and an infant:

And whereas such of the issue male named in this Act of Charles Chetwynd late Earl Talbot as are living are issue male of the body of John first Earl of Shrewsbury, and under the limitations of The Shrewsbury Estate Act, 1720, are entitled as to the present Earl in possession, and as to the others of them in remainder expectant on or in succession, after the decease of the present Earl, as tenants in tail or heirs in tail, of or to the estates now subject to those limitations:

And whereas by an order of Her Majesty's High Court of Chancery, made by Vice-Chancellor Wood on the twenty-first day

of July one thousand eight hundred and sixty-six, in the matter of the Shrewsbury Settled Estates and in the matter of The Shrewsbury Estate Act, 1803, and in the matter of The Shrewsbury Estate Act, 1843, and of "The Trustee Act, 1850," and "The Trustee Extension Act, 1852," provision was made for the appointment of Thomas Salt the younger, esquire, to be a trustee of each of the Acts of 1803 and 1843 jointly with George Rice Lord Dynevor, the then surviving trustee of each of those Acts, and for the conveyance to George Rice Lord Dynevor and Thomas Salt the younger of the estates comprised in the trusts for sale created by those Acts respectively:

And whereas subsequently to the passing of The Shrewsbury Estate Act, 1803, Charles fifteenth Earl of Shrewsbury, and after his decease John sixteenth Earl of Shrewsbury, granted leases for three lives, or for years determinable upon the dropping or determination of three lives, of parts of the lands and hereditaments situate in the township of Oxton, and comprised in the trust for sale created by the Shrewsbury Estate Act, 1803, and such leases were expressed or intended to be made in pursuance and execution of the power of leasing contained in The Shrewsbury Estate Act, 1720, and subsequently to the passing of The Shrewsbury Estate Act, 1843, John sixteenth Earl of Shrewsbury, and after his decease Bertram Arthur seventeenth Earl of Shrewsbury, accepted surrenders of some of the last-mentioned leases, and in consideration of such surrenders granted new leases for terms not exceeding sixty years of the lands and hereditaments comprised in the surrendered leases respectively, and such new leases were expressed or intended to be made in pursuance and execution of the power of accepting surrenders and granting new leases for a term not exceeding sixty years contained in The Shrewsbury Estate Act, 1843:

And whereas subsequently to the passing of The Shrewsbury Estate Act, 1843, John sixteenth Earl of Shrewsbury, and after his decease Bertram Arthur seventeenth Earl of Shrewsbury, also granted leases of other parts of the lands and hereditaments situate in the township of Oxton, and comprised in the trust for sale created by The Shrewsbury Estate Act, 1803, and such leases were expressed or intended to be made in pursuance of the power of granting building leases contained in The Shrewsbury Estate Act, 1843:

And whereas subsequently to the passing of The Shrewsbury Estate Act, 1843, John sixteenth Earl of Shrewsbury entered into agreements for granting leases for ninety-nine years of other parts of the lands and hereditaments situate in the township of Oxton, and comprised in the trust for sale created by The Shrewsbury Estate Act, 1803, and such agreements were also expressed or

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intended to be made in pursuance of the power of granting building leases contained in The Shrewsbury Estate Act, 1843:

And whereas the whole of the lands and hereditaments specified in the first schedule to this Act annexed (except some portions thereof set apart for roads) were comprised in or affected by the leases or agreements for leases granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, respectively, as herein-before mentioned, and the short particulars of such leases and agreements are mentioned in the second schedule to this Act annexed:

And whereas some of the lands comprised in the leases granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, respectively, have been subdivided and subleased, or assigned by the respective lessees for the whole of the terms granted to them respectively, either free from rent or at separate ground rents, and other of the same lands have been subleased by the respective lessees at improved ground rents, and in many cases the leasehold interests, either original or derivative, granted or assumed to be granted, have become subject to the trusts and provisions of settlements or wills, or have been otherwise dealt with or disposed of, and many of the persons now interested or claiming to be interested under such settlements or wills, or other dealings or dispositions, are infants, married women, or under some disability:

And whereas it was considered by the late Earl, and it also appears to the present Earl, that the rents reserved by the leases so granted or agreed to be granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, respectively as aforesaid, were in many instances wholly inadequate, having regard to the value of the property leased, and that in other cases the leases so granted or agreed to be granted were of an improvident and improper character, and prejudicial to the settled estates and the persons interested therein:

And whereas the validity of the leases granted or agreed to be granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, respectively, of the lands specified in the first schedule to this Act annexed, was disputed by the late Earl, and in the year one thousand eight hundred and sixty-three he determined to institute proceedings at law for the purpose of testing the validity of each class of those leases:

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And whereas the late Earl accordingly commenced an action of ejectment in the Court of Common Pleas against William Tristram Keightley and others, being the persons interested under a lease bearing date the second day of November one thousand eight hundred and thirty, and granted or intended to be granted under the powers of The Shrewsbury Estate Act, 1720, by John sixteenth Earl of Shrewsbury, of part of the lands specified in the first schedule to this Act annexed, for the term of ninety-nine years from the date of such leases, if the survivor of three persons named therein should so long live; the late Earl also commenced an action of ejectment in the Court of Common Pleas against Francis George Harbord and others, being the persons interested under two leases respectively, bearing date the twelfth day of December one thousand eight hundred and forty-three, and granted by John sixteenth Earl of Shrewsbury, under the powers of accepting surrenders and granting leases for a term not exceeding sixty years, contained in The Shrewsbury Estate Act, 1843, of other part of the lands specified in the first schedule to this Act annexed, for the term as to one of such leases of fifty-five years from the second day of February one thousand eight hundred and forty-one, and as to the other of such leases for the like term of fifty-five years from the second day of August one thousand eight hundred and forty-one; and the late Earl also commenced an action of ejectment in the Court of Common Pleas against James Beazley and others, being the persons interested under a lease bearing date the second day of February one thousand eight hundred and fifty-one, and granted, under the power of granting building leases contained in The Shrewsbury Estate Act, 1843, by John sixteenth Earl of Shrewsbury of other part of the lands specified in the first schedule to this Act annexed, for the term of ninety-nine years from the date of such lease:

And whereas in each of the actions brought by the late Earl, George Rice Lord Dynevor, the then surviving trustee of The Shrewsbury Estate Act, 1803, was named as co-plaintiff, and such actions came on for trial at the spring assizes for the county of Chester one thousand eight hundred and sixty-four, and in each of such actions a verdict was found for the plaintiffs, subject to the opinion of the Court upon a special case:

And whereas the special case in the action against William Tristram Keightley and others was argued before the Court of Common Pleas in Trinity Term one thousand eight hundred and sixty-five, and the Court being unanimously of opinion that the lease of the second day of November one thousand eight hundred and thirty, granted by John sixteenth Earl of Shrewsbury, was invalid, judgment was given for the plaintiffs in that action:

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And whereas it was admitted by the defendants in the action against Francis George Harbord and others that the decision in the action against William Tristram Keightley and others was conclusive as to the question in the former action, and established the invalidity of the two leases respectively of the twelfth day of December one thousand eight hundred and forty-three, and judgment was therefore entered for the plaintiffs in such action:

And whereas the special case in the action against James Beazley and others was also argued before the Court of Common Pleas in Trinity Term one thousand eight hundred and sixty-five, and the Court being unanimously of opinion that the lease of the second day of February one thousand eight hundred and fifty-one, granted by John sixteenth Earl of Shrewsbury, was valid, judgment was given for the defendants in that action:

And whereas the defendants in the action of the Earl of Shrewsbury against Keightley and others, and the Earl of Shrewsbury against Harbord and others, brought writs of error upon the judgment of the Court of Common Pleas, and the case in the action of the Earl of Shrewsbury versus Keightley and others was argued in the Exchequer Chamber in the sittings after Trinity Term one thousand eight hundred and sixty-six, when the judgment of the Court of Common Pleas was unanimously affirmed:

And whereas the judgment of the Court of Common Pleas in the action against Harbord and others was also affirmed in the Exchequer Chamber, the defendants in that action admitting that the question in it was determined by the decision in the action against Keightley and others:

And whereas the late Earl also brought a writ of error upon the judgment of the Court of Common Pleas in the action of the Earl of Shrewsbury v. Beazley and others, but by arrangement a stet processus was entered in that action:

And whereas the late Earl, by his will bearing date the sixteenth day of September one thousand eight hundred and sixty-one, appointed his wife, the Right Honourable Sarah Elizabeth Countess of Shrewsbury and Talbot, during her life guardian of his infant children, and he also appointed her, and the present Earl, and the said Honourable Walter Cecil Carpenter, therein called Talbot, his executors, and on the twenty-seventh day of July one thousand eight hundred and sixty-eight the will and two codicils thereto were proved by the present Earl alone in the principal registry of Her Majesty's Court of Probate, and a suit is now pending in the High Court of Chancery for the administration of the estate of the late Earl:

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And whereas the litigation herein-before mentioned caused great dissatisfaction and alarm to the various persons interested or claiming to be interested under the leases or agreements for leases granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury respectively; but, except in the cases herein-before mentioned, no steps have hitherto been taken for testing the validity of any such leases or agreements, or determining the rights or liabilities of the lessees or other persons now interested or claiming to be interested under the same:

And whereas it appears that in the case of many of the leases granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury respectively, the lessees have duly performed the covenants contained in their respective leases, and have expended large sums of money in building upon or otherwise improving the premises expressed to be demised to them, and many of the persons who have become interested by assignment or under lease in such premises, relying upon the validity of the title acquired under the leases, have purchased the interests contracted to be assigned or demised to them respectively, and have held and enjoyed such interests for a lengthened period, and it would in many cases not only be unjust and inflict great hardship if the persons now claiming under the leases were evicted or dispossessed in consequence of their being held to be invalid, but also disadvantageous to the present Earl and the persons entitled after him to the settled estates:

And whereas the lands situate at Oxton which are specified in the first schedule to The Shrewsbury Estate Act, 1862, and in the first schedule to this Act annexed respectively, are situate within a short distance of the town of Birkenhead, and together form an estate (in this Act called the Oxton estate) of great value, and exceedingly well adapted for building purposes, and The Shrewsbury Estate Act, 1862, was passed in order to enable the lands comprised in the first schedule to that Act to be laid out and employed for building purposes:

And whereas the litigation herein-before mentioned has rendered persons afraid or unwilling to become lessees of the lands authorized to be leased for building purposes by The Shrewsbury Estate Act, 1862, which lie intermixed with the lands specified in the first schedule to this Act annexed, and in consequence thereof the leasing powers contained in that Act have been found practically inoperative, and the uncertainty of the position of the persons claiming to be entitled under the leases or agreements granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of

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Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury respectively, and the alarm occasioned by the litigation, render it impossible to deal in a satisfactory and beneficial manner with the lands forming the Oxton estate, or to develop that estate for building purposes, and under existing circumstances the present Earl and the persons entitled after him to the estates annexed to the earldom of Shrewsbury can enjoy but a very small portion of the benefit which might otherwise be derived from the Oxton estate if it were rendered available for building:

And whereas it would be greatly for the benefit of the present Earl and the persons entitled after him to the estates subject to the limitations of The Shrewsbury Estate Act, 1720, and would tend to remove the prejudice and alarm created by the litigation hereinbefore mentioned and the obstacles which now exist to the development of the Oxton estates, if further litigation with regard to the leases or agreements for leases granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury respectively, could be avoided, and if the present Earl and the person or persons who from time to time is or are by The Shrewsbury Estate Act, 1843, authorized to grant leases under the power created by that Act for granting improving and building leases, were empowered, with the sanction of the Court of Chancery, to make such arrangements with the persons, whether under disability or not, beneficially interested or claiming to be beneficially interested under any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, of any of the lands specified in the first schedule to this Act annexed, as having regard to the interests of the persons entitled to the estates annexed to the earldom of Shrewsbury, and the circumstances of the particular case, the Court may deem just and proper, and to do such acts as may be necessary for giving effect to any such arrangement; and it would also be for the benefit of the present Earl and the persons entitled after him to the estates subject to the limitations of The Shrewsbury Estate Act, 1720, if the present Earl and the person or persons who from time to time is or are by The Shrewsbury Estate Act, 1843, authorized to grant leases under the power created by that Act for granting improving and building leases, were empowered by arrangement with the persons not under disability and beneficially interested or claiming to be beneficially interested under any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, or

any of the lands specified in the first schedule to this Act annexed, to accept a surrender of such lease, or to cancel the agreement for a lease, and to demise the lands therein respectively comprised or any part thereof for the term and subject to the provisions and restrictions herein-after mentioned:

And whereas no sale or contract for sale of any of the lands specified in the first schedule to this Act annexed has been made or entered into, and it would be for the benefit of the present Earl and the persons entitled after him to the estates now subject to the limitations of The Shrewsbury Estate Act, 1720, that the lands specified in the same schedule hereto should be discharged from the trust for sale created by The Shrewsbury Estate Act, 1803, and should after the determination or cesser of the existing interests, if any, under the leases or agreements for leases granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury respectively, be resettled to the uses affecting the estate now subject to the limitations of The Shrewsbury Estate Act, 1720:

And whereas it is also expedient, and would be for the benefit of the present Earl and the persons entitled after him to the estates subject to the limitations of The Shrewsbury Estate Act, 1720, that he and they when respectively in possession of those estates should be empowered thereout to provide sites for churches and schools or other public buildings, and to dedicate sufficient portions of land for those purposes, or for roads, gardens, or other works of accommodation or convenience:

And whereas after the death of Bertram Arthur seventeenth Earl of Shrewsbury an expenditure exceeding twenty-five thousand pounds was incurred in procuring evidence to prove and in proving the title of the late Earl to the earldom of Shrewsbury, and in recovering possession of the estates annexed thereto, and for the purpose of defraying such expenditure a sum of twenty-five thousand pounds was under the provisions of The Shrewsbury Estate Act, 1862, raised and charged upon the estates thereby authorized to be so charged:

And whereas upon the decease of the late Earl the present Earl under a writ of summons took his seat in the House of Lords as Earl of Shrewsbury:

And whereas in actions or other proceedings it may be necessary for the present Earl or the person for the time being entitled after him to the estates annexed to the earldom of Shrewsbury to produce evidence to prove his title to the earldom of Shrewsbury, and such proof is attended with so great an expense as to render such actions and proceedings in many cases impracticable:

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And whereas it is just and expedient, that, in order to prevent vexatious and frivolous objections in any action or other proceedings by or against the present Earl or the person for the time being entitled after him to the possession of the lands and hereditaments subject to The Shrewsbury Estate Act, 1720, or to The Shrewsbury Estate Act, 1803, or to The Shrewsbury Estate Act, 1843, the resolution of the House of Lords dated the first day of June one thousand eight hundred and fifty-eight, confirming the resolution of the Committee for Privileges, and adjudging that Henry John Chetwynd Talbot, Earl Talbot, had made out his claim to the title, dignity, and peerage or honours of Earl of Shrewsbury, should be taken as primâ facie evidence of the title of the late Earl to the earldom of Shrewsbury:

And whereas in the session of Parliament held in the year one thousand eight hundred and sixty-eight the late Earl caused proceedings to be taken for obtaining an Act to effect some of the objects which are proposed to be effected by this Act, and caused a Bill to be brought into Parliament for that purpose, but the progress of such Bill was interrupted by his death:

And whereas the proceedings taken by the late Earl have in some respects been found available for this Act, and it is therefore just and reasonable that provision should be made for repaying to the estate of the late Earl the expenses incurred by him in relation to the proposed Act:

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

Wherefore Your Majesty's most dutiful and loyal subject Charles John Earl of Shrewsbury doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

Short title of Act.

1. This Act may for all purposes be cited as "The Shrewsbury Estate Act, 1869."

Power for the persons empowered to grant leases, with sanction of Court of Chancery, to make arrangements for leases of lands comprised in

2. From and after the passing of this Act the present Earl and the person or persons who from time to time is or are by The Shrewsbury Estate Act, 1843, authorized to grant leases under the power created by that Act for granting improving and building leases, may, with the sanction of the High Court of Chancery, to be obtained in a summary way upon petition, make such arrangements with the person or persons beneficially interested, or claiming to be beneficially interested (including the defendants in the actions herein-before referred to), in any of the lands specified in the first

schedule to this Act annexed, under any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, respecting such lands or any part thereof, including the lands recovered by the late Earl in the actions herein-before mentioned, and grant such estate or term in such lands or any part thereof as, having regard to the interest of the present Earl and the persons entitled after him to the estates subject to the limitations of The Shrewsbury Estate Act, 1720, and the circumstances of each particular case, the Court may deem just and proper; and all trustees, guardians, and committees in respect of any married women, infants, lunatics, or other persons under disability, beneficially interested or claiming to be beneficially interested as aforesaid, may, with the sanction of the Court, enter into or concur in any such arrangement, and the same shall be binding and conclusive in all respects upon all such married women, infants, lunatics, or other persons under disability.

the first schedule.

Power for persons under disability to concur in arrangements.

3. Every such arrangement may be either by way of confirmation of any lease or agreement as to the whole or any part of the lands comprised therein, or by surrender and grant of a new lease or leases of the whole or any part of such lands, with apportionment, if necessary, of the rent to be reserved, or by payment of compensation to the person or persons beneficially interested or claiming to be beneficially interested under the lease or agreement, or by purchase of the interest or alleged interest of any such person or persons, or otherwise as may be agreed upon, and as the Court of Chancery shall direct; and any compensation or purchase monies, and the costs or expenses to be incurred in relation to any such arrangement, may, with the sanction of the Court, to be obtained by the present Earl or the person or persons for the time being authorized to grant improving and building leases as aforesaid, upon petition to be presented in a summary way as aforesaid, be charged upon the lands comprised therein, or any part thereof, and be raised by way of mortgage out of the same lands or any part thereof in manner herein-after provided, and every such mortgage shall be executed by such person or persons as the Court shall direct, and the monies to be secured by every such mortgage shall be paid off and discharged by the respective persons by the instalments and in the manner also herein-after provided.

Arrangements may be by way of confirmation of existing lease, by way of surrender and grant of a new lease, or otherwise.

4. Provided nevertheless, that any lease which shall be granted under any arrangement made by virtue of the power herein-before contained shall not be inconsistent with the terms or provisions of the powers of granting improving and building leases created by The Shrewsbury Estate Act, 1843, as amended and extended by

Leases granted under arrangements not to be inconsistent with amended leasing

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power of Shrewsbury Estate Act, 1843.

The Shrewsbury Estate Act, 1862, but the amount of rent to be reserved and the conditions and stipulations to be imposed by any such lease shall be absolutely in the discretion of the Court, having regard to the circumstances of each particular case.

Power for persons empowered to grant leases to accept from persons not under disability surrenders of leases of lands comprised in the first schedule, and to grant new leases.

5. From and after the passing of this Act the present Earl and the person or persons who from time to time is or are by The Shrewsbury Estate Act, 1843, authorized to grant leases under the power created by that Act for granting improving and building leases, may, notwithstanding anything herein-before contained, by arrangement with any person or persons not under disability, and beneficially interested or claiming to be beneficially interested in any of the lands specified in the first schedule to this Act annexed under any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, accept a surrender or surrenders of any such lease or agreement as to the whole or any part of the lands comprised therein, and may grant, in accordance with the provisions of this Act, to the person or persons making such surrender or surrenders, or his, her, or their nominee or nominees, a lease or leases of the lands so surrendered, or any part thereof.

Terms of leases to be granted in consideration of surrender.

6. Every lease to be granted under the power given by the section last herein-before contained may be made for the life of the present Earl or for the term which shall be then unexpired under the lease, in consideration of the surrender of which such lease shall be granted, or for any term not exceeding sixty years from the date of the surrendered lease.

No fines or premiums to be taken, and the rent reserved to be not less than one sixth of rack-rent value, or 30*l.* per acre.

7. No fine, premium, or foregift shall be taken for the grant of any lease under the power last herein-before given, and the rent thereby reserved shall not be less than one sixth part of the rack-rent value of the houses, lands, or other premises to be comprised therein, or as circumstances may require in the judgment of the person for the time being exercising the powers last herein-before given, not less than thirty pounds per acre, and so in proportion for any less quantity than an acre; and when such houses, lands, or other premises shall be in the actual possession of the intended lessee or lessees the gross rate at which the same shall be assessed for the relief of the poor shall be taken as the rack-rent value thereof.

Power to make abatement from rents where all the lands

8. If the person or persons to whom any lease shall be granted under the power last herein-before given in consideration of any such surrender as aforesaid shall be in receipt of a rent or rents arising from part of the surrendered lands subleased to other persons,

but not included in the new lease, it shall be lawful for the person for the time being exercising such power to make an abatement in favour of the lessee or lessees under the new lease from the rent to be reserved in respect of the premises leased to him or them in consideration of any such surrender as aforesaid, provided that the actual rent reserved shall not in any such case be less than one twelfth of the rack-rent value of the houses, lands, or other premises comprised in the new lease.

included in surrendered leases are not re-granted to lessee.

9. By any such lease there may be granted to the lessee all or any of the following liberties and easements; (that is to say,)

Liberties which may be granted in leases.

First. Liberty to appropriate any parts of the lands leased as sites for squares, crescents, streets, roads, ways, and other open places, and otherwise for the general improvement of the property:

Secondly. Liberty to make, lay, or use, in any part of the lands subject to the leasing powers, any sewers, drains, watercourses, and other conveniences:

Thirdly. Liberty to dig, take, use, and carry away, in and out of the lands leased, any stone, clay, gravel, or other substances, so as the same be used on lands subject to the limitations of The Shrewsbury Estate Act, 1720:

Fourthly. Liberty to fell, carry away, and use any trees, shrubs, and plants on the lands leased:

Fifthly. Liberty to take down or remove all or any part of the buildings, erections, or constructions on or in the lands leased, and to apply and dispose of the materials thereof to any purposes agreed on:

Sixthly. Liberty to alter any building, erection, or construction comprised in the lease, but with the privity and to the satisfaction of the reversioner or his surveyor or agent:

Seventhly. Easement of ways, waters, drainage, lights, and support, and other easements affecting any part of the lands subject to the leasing power:

Eighthly. Any other liberties and easements usual or proper in like cases.

10. By any such lease there may be made all or any of the following reservations; (that is to say,)

Reservations which may be made by leases.

First. Reservation of right or power to make, lay, or use in the lands leased any sewers, drains, watercourses, or other conveniences:

Secondly. Reservations of easements of ways, waters, drainage, lights, and support, and other easements affecting the lands leased:

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Thirdly. Reservation of timber or other trees, and of rights with respect to the same:

Fourthly. Reservation of mines, minerals, fossils, and earths, and of rights with respect to the same:

Fifthly. Any other reservations usual or proper in like cases, or which the person exercising the leasing power thinks reasonable.

Covenants to be inserted in leases.

11. There shall be contained in every such lease such of the following covenants as are applicable to the case; (that is to say,)

First. A covenant for payment of the rent reserved:

Secondly. A covenant for payment of all landlord's and tenant's taxes, rates, assessments, and impositions whatsoever, affecting or to affect the lands leased, landlord's property tax excepted:

Thirdly. A covenant to make and finish within a time therein specified, and to keep in repair during the term, the building, erection, or construction (if any) agreed to be made:

Fourthly. A covenant to improve within a time therein specified, and to keep in repair during the term, the building, erection, or construction (if any) agreed to be improved, and any other building on the premises to be demised:

Fifthly. A covenant to make any further improvement (if any) within a time therein specified:

Sixthly. A covenant to keep the buildings, erections, or constructions on the lands leased insured against damage by fire, in a sum estimated by the surveyor of the person exercising the leasing power, or of the reversioner, to be the insurable value thereof, in some respectable insurance office, from time to time approved by the person exercising the leasing power, or the reversioner:

Seventhly. A covenant to lay out the money received on the insurance, and such other money (if any) as is requisite in substantially restoring the buildings, erections, or constructions destroyed or damaged by fire:

Eighthly. A covenant to yield up, on the expiration or sooner determination of the term, the possession of the lands leased, with the buildings, erections, constructions, and improvements to be made on or in the same in good repair and condition.

Powers to be inserted in leases.

12. There shall be contained in every such lease powers for the following purposes; (that is to say,)

First. For the reversioner, or his surveyor or agent, to enter, at least twice in every year, upon the lands leased, and to inspect the condition thereof, and of all buildings, erections, constructions, and improvements on and in the same:

Secondly. For the reversioner to enter and receive rents and profits, or to re-enter absolutely for nonpayment of the rent

reserved, or for breach of all or such as are agreed on, of the covenants by the lessee.

Provisions which may be inserted in leases.

13. There may be contained in any such lease covenants or other provisions for all or any of the following purposes; (that is to say,)

First. That breach of any covenant by the lessee (except the covenant for payment of the rent reserved, and such other covenants, if any, as the parties agree to except) shall not give any such right of re-entry, unless or until judgment in an action for breach of the covenant be obtained, and the damages be assessed, and the damages and costs recovered therein remain unpaid for three months after the assessing of the costs:

Secondly. That in case of breach of any covenant by the lessee to insure against damage by fire, or to restore any building, erection, or construction destroyed or damaged by fire, the reversioner may insure or restore the buildings, erections, or constructions, in accordance with the terms of the covenant, and may recover all outlay and expenses of and incident to the insuring and restoring by entry on the lands leased and distress, or by entry and perception of rents and profits, or by action or other proceeding against the lessee or his representatives:

Thirdly. Any other covenants or provisions usual or proper in like cases.

Contracts for building, &c. leases.

14. The person from time to time authorized to exercise the leasing power may enter into contracts in writing for leasing, in accordance with The Shrewsbury Estate Act, 1843, and this Act, any parts of the lands subject to the leasing power, and the contracts may contain all or any of the following agreements; that is to say, first, an agreement that when any of the improvements on the land agreed to be leased are duly made in accordance with the contract that the land or any part thereof shall be leased in accordance with the contract to the intended lessee, his executors, administrators, or assigns (the assigns to be approved by the person exercising the leasing power), and in such parcels and under such portions of the total rent as are specified in the contract, or, if not so specified, as the person exercising the leasing power thinks proper; secondly, an agreement that the total rent may be apportioned by a surveyor or otherwise between parts of the land comprised in the contract; thirdly, an agreement that when any lease is made of any part of the land comprised in the contract, the land so leased shall be discharged from the contract, and the intended lessee shall remain liable under the contract in respect only of such part as from time to time is not leased of the land comprised therein, and to the payment only of the residue from time to time of the rent therein specified; fourthly,

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an agreement that the intended lessee may, during the continuance of the contract, have any of the liberties and easements (to be expressed in the contract) which are by this Act authorized to be by the leases granted to lessees.

Amount of rent to be reserved in several leases under one contract.

15. Provided, that in every case in which the total rent specified in the contract is reserved by several leases made thereunder, if the rent reserved by any such lease bear a proportion to the total rent greater than the proportion which the quantity of land comprised in the lease bears to the whole land comprised in the contract, then the rent reserved by the lease shall not exceed one sixth part of the clear yearly rack-rent value of the land comprised in the lease when built on or improved and fit for habitation or use.

Provisions to be inserted in contracts for building, &c. leases.

16. In every contract shall be contained provisions to the following effect; that is to say, first, that the person from time to time authorized to exercise the leasing power may, if he think fit, re-enter upon such part of the land comprised in the contract as is not within a reasonable time therein specified improved as thereby stipulated; secondly, that the person to whom the lease ought in accordance with the contract to be made shall, within a reasonable time therein specified, after being thereunto required in writing by the person from time to time authorized to exercise the leasing power, accept the lease, and execute a counterpart thereof, and pay the reasonable charges of preparing the lease and counterpart; thirdly, that in default of such acceptance, execution, or payment the contract shall, as to the land from time to time not actually leased in pursuance thereof, be, if the person from time to time entitled to exercise the leasing power so think fit, absolutely void.

Restriction of conditions of re-entry to part of lands.

17. No such lease and no contract for any such lease shall be void, defeasible, or questionable on the ground that any condition or right of re-entry for nonpayment of rent, or for any breach of covenant or agreement therein contained, is in any terms or by virtue of this Act restricted to that part of the lands leased or contracted to be leased where or in respect whereof the nonpayment or breach happens, or is otherwise restricted to a part only of those lands.

Conditions of re-entry to be apportionable.

18. Notwithstanding the avoidance by virtue of any such condition or right or re-entry of any such lease as to part only of the lands leased, and notwithstanding the surrender or relinquishment of part only of the lands leased, the condition or right of re-entry and other (if any) the conditions of the lease shall remain and be in force as to such parts of those lands as from time to time continue

to be held by virtue of the lease, and in order thereto every such condition or right of re-entry and other condition shall be apportionable, and shall have effect in accordance with the intention of the parties as expressed in that behalf in the lease.

Forfeiture of any under-lease to be confined to lands included in it.

19. No under-lease of any part of the lands comprised in any original lease shall be liable to forfeiture or the operation of any condition or right of re-entry for nonpayment of rent or breach of covenant unless and except only so far as the nonpayment or breach happens with respect to the land comprised in the under-lease or some part thereof, and no such nonpayment or breach with respect to the land comprised in any such under-lease shall work a forfeiture or give a right of re-entry with respect to any land comprised in the original lease and not comprised in the under-lease, and the condition or right of re-entry in or under the original lease for any such nonpayment or breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive operation with respect to such parts of the lands comprised in the original lease as are respectively comprised and not comprised in the under-lease.

Confirmation of voidable leases.

20. The person from time to time entitled to exercise the leasing power may, if and when he thinks fit, confirm any lease purporting to be made in accordance with this Act, under the power last herein-before given, in any case in which, for some technical error, informality, or irregularity in making or executing it, the lease is thought void or voidable, and may make instead thereof a lease in accordance with this Act, but only for the same term and at the same or an improved rent, and with the same covenants, powers, and provisions as were, or were intended to be, respectively granted, reserved, and contained in and by the lease thought void or voidable.

No fine to be taken for confirmation.

21. Provided that no fine shall be taken for making any such confirmation of a lease thought void or voidable.

Counterparts of leases.

22. A counterpart of every lease made in accordance with this Act, under the power last herein-before given, shall be executed by the lessee, and be delivered to the person exercising the leasing power, and a memorandum under the hand of any person from time to time entitled to exercise the leasing power of the receipt of any such counterpart shall be primâ facie evidence that the counterpart was duly executed and delivered as is by this Act required.

Power to grant separate leases of different parts of lands

23. The person exercising the leasing power may, if he thinks fit, upon the surrender of any lease granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, of any part of the lands

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comprised in any lease.

specified in the first schedule to this Act annexed, grant separate leases of the whole or any part of the lands comprised in such lease for the term hereby authorized, and may also, if he think fit, upon the surrender of any two or more such leases, re-apportion the premises comprised therein, or any of them, among the several lessees or assignees thereof, and grant to each lessee or assignee, or to his nominee or nominees, one or more leases of the premises apportioned to him for the residue of the term for which such lessee or assignee held the premises surrendered by him, or for any term not exceeding sixty years from the date of the surrendered lease of the same premises, and may apportion the rents to be reserved by the leases so to be granted among the new lessees in such proportion as he shall think fit.

Remedies for rent, &c. to be incident to the immediate reversion.

24. The rent to be reserved by any lease made under the authority of this Act, and all covenants, agreements, provisoes, and conditions contained therein, and on the lessee's part to be observed, performed, fulfilled, and kept, and also the provisions or conditions of re-entry to be contained in any such lease, shall be incident to and go along with the reversion of the premises thereby leased, and shall and may be received, enforced, and taken advantage of by the person or persons who shall be for the time being entitled to the premises comprised in such lease in reversion immediately expectant upon the determination thereof or subject thereto.

Purposes for which building leases may be granted.

25. In case any person or persons to whom a lease shall be agreed to be granted under the powers of this Act, upon the surrender of any lease granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, shall be willing to make any new buildings, erections, or constructions on or in the lands to be demised, or to alter, add to, or improve any buildings, erections, or constructions on or in the same, or to annex the same to any adjoining lands being parts of the estate for the time being subject to the limitations of The Shrewsbury Estate Act, 1720, or otherwise to improve the same, the person for the time being exercising the leasing power may grant to such person or persons a lease or leases for an extended term, in accordance with the terms and provisions of The Shrewsbury Estate Act, 1862, provided that the rent or rents to be reserved for any such extended term shall not be less than the rent or rents directed to be reserved under the provisions herein-before contained.

Lands discharged from trust for sale in Shrewsbury Estate Act, 1803.

26. From and after the passing of this Act the lands specified in the first schedule to this Act annexed shall be discharged from the trust for sale created by The Shrewsbury Estate Act, 1803.

On completion of arrangement, &c. lands comprised in first schedule to become subject to The Shrewsbury Estate Act, 1862.

27. Upon the completion of any arrangement made under the powers of this Act, with the sanction of the Court of Chancery, respecting any of the lands specified in the first schedule to this Act annexed, and upon the surrender of any lease granted or agreed to be granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, of any of the same lands, the lands comprised in such arrangement or surrender respectively, with the appurtenances, shall subject to the provisions of this Act, stand and be limited and settled to, upon, for, and subject to the uses, trusts, intents, purposes, powers, provisions, and restrictions to, upon, for, and subject to which the lands specified in the first schedule to The Shrewsbury Estate Act, 1862, stand limited and settled, but not so as to be subject to any charge or incumbrance to which those lands are not now subject.

Lands recovered in actions against Keightley and Harbord, or to be hereafter recovered, to become subject to uses of lands specified in the first schedule to The Shrewsbury Estate Act, 1862.

28. The lands recovered by the late Earl in the actions against Keightley and others, and Harbord and others, and all other lands comprised in any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury of any of the lands specified in the first schedule to this Act annexed, which may be hereafter recovered in any action brought by the present Earl, or other the person for the time being entitled to the estates annexed to the earldom of Shrewsbury, or which, upon the expiration or determination of any such lease or agreement, have fallen or shall fall into possession, shall henceforth, or immediately the same shall be recovered or fall into possession, stand and be limited and settled to, but subject and without prejudice to the provisions of this Act, upon, for, and subject to the uses, trusts, intents, purposes, powers, provisions, and restrictions to, upon, for, and subject to which the lands specified in the first schedule to The Shrewsbury Estate Act, 1862, stand limited and settled, but not so as to be subject to any charge or incumbrance to which those lands are not now subject.

Act not to affect the rights of the estate of the late Earl or of the present Earl, or of the persons claiming under leases granted by EarlsCharles, John, or Bertram Arthur,

29. Nothing in this Act contained shall (except by agreement) in any way affect the rights or interests of the estate or executors of the late Earl, or the rights or interests of the present Earl, or of the persons entitled after him to the estates subject to the limitations of The Shrewsbury Estate Act, 1720, or of the persons entitled or interested, or claiming to be entitled or interested, under any of the leases or agreements granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, either so as to establish the validity of any such lease or agreement, or to give

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thereto any further or greater effect than the same would have had if this Act had not been passed, or so as to prejudice or affect the position of any person entitled or interested, or claiming to be entitled or interested, under any such lease or agreement.

Power of exchange contained in The Shrewsbury Estate Act, 1862, to extend to lands comprised in the first schedule.

30. The power of exchange created by The Shrewsbury Estate Act, 1843, and extended by The Shrewsbury Estate Act, 1862, to fifty acres in any one exchange, shall apply to any part of the lands specified in the first schedule to this Act annexed to the rack-rents whereof the present Earl or other the person for the time being entitled to the estates annexed to the earldom of Shrewsbury shall be entitled.

Power to grant mining leasescreated by The Shrewsbury Estate Act, 1843, to extend to lands comprised in leases granted by EarlsCharles, John, or Bertram Arthur, of lands comprised in the first schedule.

31. From and after the passing of this Act, the power of granting leases of mines and minerals created by The Shrewsbury Estate Act, 1843, shall extend to such of the lands specified in the first schedule to this Act annexed as are comprised in any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, or Bertram Arthur seventeenth Earl of Shrewsbury, which shall not have expired or been surrendered or have otherwise determined; and such power shall and may be exercised by the present Earl or other the person for the time being entitled to the possession of the estates annexed to the earldom of Shrewsbury in the same manner in all respects as if the lands comprised in such lease or agreement formed part of the estates for the time being subject to the limitations of The Shrewsbury Estate Act, 1720: Provided that the power given by this section of granting leases of mines or minerals in or under any land shall be subject to the rights and interests of every person interested, or claiming to be interested, in such land under any such lease or agreement as is in this section before mentioned; and such power shall not be exercised so as to prejudice or affect any such right or interest without the consent in writing of every such person.

Power for the present Earl or other the persons entitled to the settled estates to make arrangements with adjoining owners for procuring a passage or outfall for water or sewage.

32. From and after the passing of this Act it shall be lawful for the present Earl and other the person for the time being entitled in possession to the estates annexed to the earldom of Shrewsbury from time to time to enter into and carry out any arrangement or arrangements with the owner or owners of any lands adjoining or near to the Oxton estate, for the purpose of procuring a passage or outfall for the water or sewage coming from any part of the Oxton estate through the lands of such owner or owners, in the same or the like manner as if the present Earl or the person or persons for the time being entitled to the estates annexed to the earldom of Shrewsbury were the absolute owner or owners of the Oxton

estate, and to charge the Oxton estate or any part thereof with the payment of any sum or sums of money which shall be agreed to be paid to the owner or owners of any lands adjoining or near thereto, for the purpose of procuring such passage or outfall.

Power for the present Earl or other the persons entitled to the settled estates to make arrangements with adjoining owners or persons claiming under leases granted by Earls Charles, John, or Bertram Arthur, for constructing tramroads.

33. From and after the passing of this Act it shall be lawful for the present Earl and other the person for the time being entitled in possession to the estates annexed to the earldom of Shrewsbury, from time to time to enter into and carry out any arrangement with the owner or owners of any of the lands adjoining or near to the Oxton estate, or with the person or persons interested or claiming to be interested under any lease or agreement for a lease granted or entered into by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, of any of the lands specified in the first schedule to this Act annexed, for the purpose of carrying or constructing a tramroad or tramroads to or through the Oxton estate, or any part thereof, either from the town of Birkenhead or from any other place near or adjoining to such estate, and to lay out and appropriate any part of the Oxton estate for any such tramroad or tramroads, and to do all such acts and execute all such assurances either by way of revocation of the use or otherwise as may be necessary for giving effect to any such arrangement.

Power to grant sites for churches, schools, or other public buildings, or for roads or sewers.

34. From and after the passing of this Act the present Earl and other the person for the time being entitled to the estates annexed to the earldom of Shrewsbury may from time to time lay out and appropriate any part or parts of those estates which shall be in his actual possession for churches, chapels, schools, markets, or other public buildings, or for roads, paths, squares, gardens, or other open spaces, or for sewers, drains, or watercourses, or other works of accommodation or convenience either to be dedicated to the public or not, and construct and complete any roads, streets, ways, sewers, drains, or channels, in such manner as they or he may from time to time think convenient and conducive to the general benefit of the property, with power to vest any lands or hereditaments so laid out and appropriated as aforesaid in any trustees upon such trusts for securing the continued appropriation thereof to the intended purposes, with such provisions as to the right and terms of user and enjoyment thereof as the person exercising the present power shall think convenient and conducive to the general benefit of the property; and it shall be lawful for the person exercising this present power to execute such assurances, operating by way of revocation of the use or otherwise howsoever as shall

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be requisite or expedient for effectuating such appropriation, and other the objects aforesaid, or any of them.

Proof of Shrewsbury pedigree no longer necessary in actions against tenants, &c.

35. From and after the passing of this Act in any action or other proceedings at law or in equity by or against the present Earl or the person for the time being entitled after him to the estates annexed to the earldom of Shrewsbury, the resolution of the House of Lords, dated the first day of June one thousand eight hundred and fifty-eight, confirming the resolution of the Committee for Privileges, and adjudging that Henry John Chetwynd Talbot, Earl Talbot, had made out his claim to the title, dignity, and peerage or honours of Earl of Shrewsbury, shall be deemed and taken to be in all respects, and for all purposes, primâ facie evidence of his title to that earldom, as issue male of the body of John first Earl of Shrewsbury, and an office copy of such resolution under the hand of the Clerk of the Parliaments, or other proper officer for the time being of the House of Lords, shall be taken to be sufficient evidence of such resolution accordingly.

Costs of Act.

36. The costs, charges, and expenses of and incident to the applying for, obtaining, and passing of this Act (including therein the costs, charges, and expenses incurred by the late Earl in relation to the Bill which was pending in Parliament at the time of his decease, and the costs, charges, and expenses of George Rice Lord Dynevor and Thomas Salt the younger, respectively, as trustees under The Shrewsbury Estate Act, 1803, and The Shrewsbury Estate Act, 1843, respectively,) shall be paid by the present Earl, and the amount so paid, and all costs, charges, and expenses of and incidental to the mortgage herein-after directed, shall, upon the application of the present Earl, his executors or administrators, be raised by the trustees or trustee for the time being of The Shrewsbury Estate Act, 1803, by mortgage of all or any part of the hereditaments comprised in the first schedule to this Act, without power of sale, but with all other usual powers and provisions.

As to paying off annually monies borrowed under this Act.

37. All monies which shall be raised by mortgage under any of the powers of this Act shall be so raised and secured only on the terms that the whole of the principal monies and the interest thereon shall be paid off by equal half-yearly instalments within twenty-five years next after the day on which the monies are so respectively raised, or in default thereof all the principal monies and interest not so paid off shall, on the expiration of six months next after the expiration of the twenty-five years, cease to be a charge on the lands so charged therewith.

Mortgages redeemable.

38. Provided that every such mortgage shall be and be made redeemable by the person from time to time entitled to the actual

possession or the receipt of the rents and profits of the mortgaged premises. A.D. 1869.

Instalments of principal and interest to be paid by persons from time to time entitled to mortgaged premises.

39. Every person who, from time to time after the making of any such mortgage and subject thereto, is, under the limitations of The Shrewsbury Estate Act, 1720, entitled to the actual possession or the receipt of the rents and profits of the mortgaged premises, shall be liable to pay and shall pay the instalments of principal money and interest secured by every such mortgage and falling due during the time of his being so entitled, and his personal representatives shall be liable to pay and shall pay a proportionate part of the instalment of principal money and interest accruing from the last half-yearly day of payment thereof up to the day of his death; and if and whenever any person or his representatives so liable to pay any such instalment of principal money and interest or a proportionate part thereof, as the case may be, shall fail so to do, and such instalment or any part thereof shall be paid by any other person, the person so paying the same or his representatives may recover the amount so paid with interest at the rate of four pounds per centum per annum thereon from the person or his representatives liable to pay the same.

Mortgages to be subject to leases, &c.

40. Provided that every such mortgage shall be subject and without prejudice to any leases now affecting the mortgaged premises or any part thereof, and to all leases to be made in accordance with The Shrewsbury Estate Act, 1843, or this Act, of the same, and to any charges thereon already created by or under the recited Acts or any of them, but shall have preference over any jointure or yearly rentcharge affecting the mortgaged premises, or any part thereof, hereafter to be created under the powers of jointuring and appointing yearly rentcharges for younger children created by The Shrewsbury Estate Act, 1843, as extended by the Shrewsbury Estate Act, 1862.

General saving.

41. Saving always to the Queen's most Excellent Majesty, Her heirs and successors, and to the executors or administrators of the late Earl, and to every other person and body politic and corporate, and their respective heirs, successors, executors, and administrators (other than and except the several persons who are by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the estates to which this Act relates, or any part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act had not been passed: Provided that the following persons are expressly excepted out of the general

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saving in this Act contained, and they accordingly are the only persons bound by this Act; that is to say,

1. The present Earl, as tenant in tail male in possession without power of alienation of the estates annexed to the earldom of Shrewsbury and the heirs male of his body:
2. The Honourable Charles Henry John Talbot, commonly called Viscount Ingestre, and the heirs male of his body:
3. The Honourable Walter Cecil Carpenter and the heirs male of his body:
4. The Honourable Reginald Arthur James Talbot and the heirs male of his body:
5. The Honourable Alfred Talbot and the heirs male of his body:
6. The Honourable and Reverend Arthur Chetwynd Talbot and the heirs male of his body:
7. Charles Arthur Chetwynd Talbot and the heirs male of his body:
8. Algernon Charles Talbot and the heirs male of his body:
9. Arthur Hervey Talbot and the heirs male of his body:
10. Charles Aston Talbot and the heirs male of his body:
11. Hervey Arthur Talbot and the heirs male of his body:
12. Arthur Henry Talbot and the heirs male of his body:
13. John Gilbert Talbot and the heirs male of his body:
14. George John Talbot and the heirs male of his body:
15. Bertram Talbot and the heirs male of his body:
16. All other persons who, under the limitations of The Shrewsbury Estate Act, 1720, are or may be or become entitled as issue male of the body of John first Earl of Shrewsbury to the estates annexed to the earldom of Shrewsbury:
17. George Rice Lord Dynevor and Thomas Salt the younger, as trustees under The Shrewsbury Estate Act, 1803, and The Shrewsbury Estate Act, 1843, respectively, their heirs and assigns:
18. All person and persons whomsoever against whom it might but for this Act be necessary to prove the pedigree of the late Earl of Shrewsbury, and all such person and persons are accordingly bound by section thirty-five of this Act.

As to consent of the Honourable Walter Cecil Carpenter.

42. And whereas the Honourable Walter Cecil Carpenter is abroad, and his consent to this Act has not been proved, therefore this Act shall not be of any effect as against the said Walter Cecil Carpenter or the heirs male of his body, unless and until his consent shall be signified by writing under his hand, attested by at least one witness, and such writing shall be enrolled in Her Majesty's High Court of Chancery in England within three years

from the passing of this Act, and after the enrolment of such consent the same shall be deemed part of this Act, and shall be as binding and conclusive upon the said Walter Cecil Carpenter and the heirs male of his body as if such consent had been obtained and proved before the passing of this Act, and such consent may be given in the form or to the effect following (to wit) :— A.D. 1869.

I, Walter Cecil Carpenter, do hereby consent to The Shrewsbury Estate Act, 1869.

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

43. 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.

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The FIRST SCHEDULE in the foregoing Act referred to.

Particulars of Lands and Hereditaments in the township of Oxton, in the parish of Woodchurch, in the county of Chester, expressed to be leased by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, according to the several divisions and quantities thereof stated in the Tithe Apportionment of the parish of Woodchurch aforesaid.

No. on Map.	Description.	Quantity. A.	R.	P.
1	Corner field	4	1	29
2	Site of turnpike house	0	0	3
3	Site of house and garden	0	1	5
4	Land	0	3	6
5	Site of house and garden	0	1	20
6	Ditto	0	1	20
7	Ditto	0	1	22
8	Ditto	0	1	5
9	Site of house, &c., garden, and yard	0	2	31
10	Garden	0	0	27
11	Ditto	0	2	26
12	Land	0	0	36
13	Site of house and garden	0	1	1
14	Ditto	0	0	36
15	Land	0	2	27
16	Ditto	2	1	5
17	Stone quarry and land	0	2	7
18	Site of house and garden	0	0	10
19	Land	0	1	8
20	Site of house and garden	0	1	21
21	Ditto	0	0	25
21a	Ditto	0	0	25
22	Ditto	0	1	7
23	Ditto	0	0	27
24	Ditto	0	0	27
25	Land	0	0	38
26	Site of house and garden	0	1	17
27	Ditto	0	1	17
28	Ditto	0	0	23
29	Ditto	0	0	24
30	Ditto	0	0	20
31	Ditto	0	0	20

No. on Map.	Description.	Quantity. A.	R.	P.
32	Land - - - -	0	0	37
36	Site of house and garden - - -	0	1	9
37	Site of house and garden - - -	0	0	22
38	Land - - - - -	0	3	16
39	Site of house and land - - -	0	0	29
40	Ditto and garden - - -	0	0	38
41	Ditto and land - - - -	0	2	5
42	Road - - - - -	0	0	12
43	Site of house, buildings, and garden - -	0	1	7
44	Ditto - - - - -	0	1	7
45	Site of house and garden - - -	0	1	1
46	Ditto - - - - -	0	1	3
47	Ditto - - - - -	0	2	24
48	Ditto - - - - -	0	2	22
49	Ditto - - - -	1	0	3
50	Land - - - - -	0	0	10
51	Ditto - - - - -	0	2	22
52	Site of house and garden - - -	1	0	38
53	Ditto - - - - -	1	0	37
54	Ditto - - - -	0	1	18
55	Ditto - - - - -	1	0	4
56	Land - - - - -	0	2	17
57	Site of house and garden - - -	0	0	37
58	Ditto - - - - -	0	0	35
59	Land - - - - -	0	1	29
60	Site of house and garden - - -	0	1	7
61	Land - - - - - -	0	0	33
62	Ditto - - - - - -	1	1	16
63	Site of house and garden - - -	0	1	6
64	Land - - - - - -	0	0	34
65	Ditto - - - - - -	1	1	3
66	Garden - - - - - -	0	0	24
67	Site of house and garden - - -	0	3	6
68	Ditto - - - - - -	0	1	1
69	Ditto - - - - - -	0	0	34
69A	Garden - - - - - -	0	0	20
70	Land - - - - - - -	0	3	30
71	Ditto - - - - - -	0	3	36
72	Site of house and garden - - -	0	1	14
73	Ditto - - - - - -	0	1	16
74	Ditto - - - - - -	0	0	10
75	Sites of buildings and yards - - -	0	1	22
76	Ditto of cottages and yards - - -	0	0	24
78	Site of cottage and land - - -	1	0	30
79	Ditto of house and garden - - -	0	0	25
80	Ditto of cottages and yard - - -	0	0	22
81	Site of house and garden - - -	0	2	30
82	Ditto - - - - - -	0	0	15
83	Ditto - - - - - -	0	0	11
84	Site of house - - - - -	0	0	2
85	Site of house and garden - - -	0	0	13

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No. on Map.	Description.	Quantity. A.	R.	P.
86	Land	0	0	27
87	Site of house and garden	0	0	20
88	Ditto	0	0	19
89	Ditto	0	0	20
90	Ditto	0	0	19
91	Land	1	0	37
92	Ditto	0	0	16
93	Site of buildings and land	0	1	34
94	Site of house and garden	0	0	31
95	Site of house, garden, and croft	0	2	16
96	Ditto	0	0	36
97	Ditto	0	0	36
98	Ditto	0	0	24
99	Ditto	0	0	35
100	Ditto	0	0	38
101	Ditto	0	0	36
102	Ditto	0	0	36
103	Site of house and garden	0	0	38
104	Garden	0	0	36
105	Site of house and garden	0	0	14
106	Ditto	0	0	18
107	Ditto	0	0	11
108	Road	0	0	30
109	Site of house and garden	0	2	10
110	Garden	0	1	38
111	Land	2	0	3
112	Ditto	1	3	31
114	Ditto	3	1	8
115	Ditto	3	3	6
116	Site of house, yard, and gardens	1	0	26
117	Land	1	0	2
118	Road	0	0	29
119	Land and road	2	2	3
120	Part of Heath Heys	0	3	31
121	Ditto	1	2	32
122	Ditto	1	1	38
123	Ditto	2	1	39
124	Site of house and garden	0	1	3
125	Croft	0	2	3
126	Road	0	0	12
127	Site of house and garden	0	1	34
128	Site of houses	0	0	14
129	Croft	0	1	25
130	Ditto	0	1	0
131	Ditto	0	0	37
132	Ditto	0	1	37
133	Site of house and garden	0	2	9
134	Croft	0	1	25
135	Site of cottage and garden	0	1	9
136	Ditto	0	0	27
137	Part of sand pit	0	0	24

No. on Map.	Description.	Quantity. A. R. P.
141	Part of the Arno - - - -	1 0 23
142	Part of Great Arno - - - -	0 2 17
144	Land now site of school - - -	0 1 20
145	Ditto - - - - - -	0 1 15
146	Site of house, garden, and yard - -	0 0 28
147	Site of house and garden - - -	0 0 27
148	Ditto - - - - -	0 0 26
150	Site of house and buildings and garden -	0 2 12
151	Site of house and garden - - -	0 1 10
152	Land - - - - -	0 1 0
153	Garden - - - - -	0 0 28
154	Land - - - - -	4 1 7
155	Garden - - - - -	0 1 38
156	Site of house and garden - - -	0 0 35
157	Garden - - - - -	0 0 35
158	Land - - - - -	1 0 20
159	Garden and close - - - -	1 0 18
160	Site of house and garden - - -	0 0 17
161	Site of house, garden, and close - -	1 2 24
162	Site of lodge and garden - - -	0 0 10
163	Land - - - - -	1 2 3
164	Site of house and garden - - -	0 1 8
165	Road - - - - -	0 0 28
166	Land - - - - -	1 2 37
167	Ditto - - - - -	1 2 29
168	Ditto - - - - -	1 3 20
169	Ditto - - - - -	0 3 0
170	Site of cottage and garden - - -	0 0 32
171	Land - - - - -	0 1 1
172	Ditto - - - - -	2 3 1
173	Ditto - - - - -	1 0 2
174	Site of house, yard, and garden - -	0 1 0
175	Site of house and garden - - -	0 1 0
176	Ditto - - - - -	0 0 14
177	Land - - - - -	5 3 11
179	Ditto - - - - -	0 3 38
180	Site of house and garden - - -	0 1 28
187	Part of 2A. 1R. 35P. of land - - -	
188	Ditto of 5A. 2R. 15P. of land - -	
189	Part of 7A. 3R. 23P. of land Barn Croft -	
192	Old fields - - - - -	14 2 34
193	Land - - - - -	4 1 17
194	Ditto - - - - -	3 1 8
195	Crofts - - - -	1 0 5
196	Garden and orchard - -	0 2 11
197	Land - - - - -	2 0 24
198	Ditto - - - - -	1 3 18
199	Inclosure - - - - -	0 2 10
200	Part of 6A. 2R. 12P. of land - - -	
201	Part of 6A. 3R. 10P. of land Kiln Hey	
202	Part of Barn Croft - - - -	1 0 9
203	Site of house, yard, and garden - -	0 2 1

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No. on Map.	Description.	Quantity. A.	R.	P.
204	Land	0	1	36
205	Site of house and garden	0	0	37
206	Land	0	1	2
207	Site of house and buildings, yards, garden, and lawn	2	3	8
208	Site of house	0	0	3
209	Ditto	0	0	3
210	Site of barn and yard	0	0	28
211	Land	0	2	0
212	Site of chapel and yard	0	0	13
213	Site of house and garden	0	0	9
214	Ditto	0	0	10
215	Land	0	0	29
216	Site of house, yard, garden, &c.	0	2	7
217	Garden	0	1	0
218	Site of house and garden	0	0	12
219	Site of buildings and yard	0	1	22
220	Part of Barn Croft	0	1	13
221	Land	0	2	35
222	Garden	0	0	38
223	Sites of houses and gardens	0	0	26
224	Ditto	0	0	6
232	Site of house and yard	0	0	6
233	Garden	0	0	53
234	Site of house and garden	0	1	13
235	Ditto	0	0	33
236	Ditto	0	0	6
237	Ditto	0	0	7
241	Sites of cottages and gardens	0	0	15
253	Part of Lilly Wood	1	1	6
254	Part of Lilly Wood	0	3	0
255	Ditto Ditto	1	3	0
256	Inclosure	0	0	16
257	Site of house and garden	0	1	21
258	Crofts	0	3	9
262	Road	0	0	24
268	Land	1	3	6
269	Site of house and garden	0	0	22
270	Ditto	0	1	5
271	Croft	0	0	16
272	Part of the Arno	0	1	18
276	Site of house and buildings, yard and garden, &c.	0	3	19
277	Part land	2	0	9
278	Land	2	3	11
286	Site of house and garden	0	2	9
287	Ditto Ditto	0	1	27
288	Ditto Ditto	0	0	26
289	Land	1	2	22
290	Site of house, garden, and land	1	2	30
291	Site of house and garden	0	1	0
292	Ditto Ditto	0	1	0
293	Site of house, garden, and close	1	2	9

No. on Map.	Description.	Quantity. A. R. P.
317	Land	7 2 3
318	Ditto	0 3 22
342	Ditto	0 0 25
343	Intended Belt	1 2 9
344	Land	7 3 6
345	Plantation	1 3 33
346	Land	7 3 22
347	Ditto	5 0 8
348	Ditto	11 0 15
349	Site of house and buildings and road	0 0 18
350	Garden	0 0 33
351	Ditto	0 1 33
352	Croft	0 1 22
353	Ditto	0 1 0
354	Ditto	0 3 25
367	Land	8 0 11
368	Ditto	0 3 9
369	Ditto	0 2 17
370	Ditto	4 2 2
371	Ditto	0 2 36
372	Ditto	6 0 10
373	Croft	0 3 25
374	Site of cottage and garden	0 0 12
375	Garden	0 0 26
376	Land	0 1 21
377	Ditto	0 2 22
378	Ditto	0 0 19
379	Site of house and garden	0 0 13
380	Ditto	0 0 13
381	Land	9 0 22
382	Ditto	0 2 10
383	Ditto	0 3 2
384	Site of cottage and garden	0 0 26
385	Croft	0 0 22
388	Land—part of inclosure	1 1 36
389	Land	0 2 37
390	Inclosure	0 0 20
391	Ditto	0 0 29
392	Site of cottage and garden	0 1 7
393	Croft	0 1 34
394	Ditto	1 0 32
395	Land	11 2 26
399	Land	10 3 18
400	Fish-pond	0 0 35

And all messuages and buildings standing upon the said lands or any of them at the time of the granting of the said leases:

And all other, if any, the lands and hereditaments situate in the township of Oxton comprised in the trust for sale created by "The Shrewsbury Estate Act, 1803," which have not been sold under such trust, and which are not comprised in "The Shrewsbury Estate Act, 1862."

BRIDGES HARVEY.

The SECOND SCHEDULE in the foregoing Act referred to.

Leases for 99 Years determinable on Three Lives.

Date.	Lessee.	Rent.	Quantities stated in Leases.	Observations.
		£ s. d.	A. R. P.	
Leases granted by Earl Charles.				
1825. Feb. 2 -	Abraham Halewood -	0 5 0	2 1 0	
	Thomas Price - -	0 10 0	1 3 12	
1826. Feb. 2 -	William Halewood -	0 15 0	2 0 0	
„ „ -	Charles Gouldson -	1 0 0	1 2 37	Included also in contract to Potter.
„ „ -	Thomas Williams -	1 10 0	3 3 31	
1829. June 24	William Goodacre -	1 10 0	2 0 10	
Leases and Contracts for Leases granted or entered into by Earl John.				
1832. Feb. 2 -	William Goodacre -	2 10 0	0 2 26	
„ „ -	Thomas Hughes - -	3 0 0	2 2 14	
„ Aug. 2 -	Uriah Halsall - -	1 0 0	—-	Lease not produced.
1833. Feb. 2 -	Joseph Hanson - -	3 0 0	0 0 15	
„ Aug. 2 -	Thomas Wharton -	2 0 0	348 sq. yds.	
1835. Feb. 2 -	John Atkinson - -	10 10 0	6 0 34	
1836. „ -	John Crowther - -	12 10 0	5 1 7	
1837. „ -	John Dean - - -	1 12 0	1 1 0	This rent is said to have been reduced in consequence of part of the freehold having been sold.
„ June 24	Wm. Ravenscroft -	20 0 0	32 1 33	
„ „ -	Nancy Cross - -	1 5 0	0 1 14	
1838. Feb. 2 -	Robert Wilson - -	2 0 0	1 0 0	
„ „ -	Joseph Robinson Pim -	30 0 0	77 3 4	Lands recovered in action against Keightley and others.
„ Aug. 2 -	Hugh Williams - -	10 0 0	1 1 0	
1839. Feb. 2 -	Thomas Cropper -	6 14 0	1 1 20	
„ „ -	John Mainwaring -	8 16 0	2 1 20	
1840. Feb. 2 -	John Sweeney - -	2 0 0	1 0 0	
„ „ -	Wm. and Rd. Thomas -	3 0 0	1 0 0	
„ Aug. 2 -	John Newburn - -	3 0 0	0 2 0	
„ „ -	John Urmson - -	4 0 0	1 2 0	
„ „ -	Henry Johnstone Wylie	10 10 0	2 0 0	
„ „ -	Hugh Williams -	4 0 0	0 0 30	
1841. Oct. 2 -	John Dawson - -	2 10 0	1 0 0	
1842. May 2 -	H. J. Wylie - -	5 5 0	1 0 0	
1843. Feb. 2 -	John Dawson - -	3 10 0	1 0 0	

Leases and Contracts for Leases for Years Absolute.

Date.	Lessee.	Term.	Rent.	Quantities as stated in Leases.	Observations.

Leases and Contracts for Leases granted or entered into by Earl John—*continued*.

Date.	Lessee.	Term.	Rent.	Quantities as stated in Leases.	Observations.
			£ s. d.	A. R. P.	
1843. Aug. 24	Richard Willacy Godwin	56 years, from June 24, 1837	1 16 0	1 1 1	
„ Sept. 2	John Atkinson - -	60 „ Feb. 2, 1842 -	14 14 0	4 0 28	
„ Nov. 2	Wm. Wilson Archibald -	60 „ Feb. 2, 1843 -	22 0 0	5 2 30	
„ Dec. 12	Francis Geo. Harbord -	55 „ Feb. 2, 1841 -	7 10 0	1 2 0	Recovered in action against Harbord and others.
„ „	Francis Geo. Harbord -	55 „ Aug. 2, 1841 -	3 0 0	0 3 0	
„ Dec. 20	Edward Estill - -	60 „ Aug. 2, 1842 -	11 3 0	2 0 20	
„ „	Edward Estill - -	60 „ „ „ -	10 10 0	2 0 0	
1844. Feb. 2	John Andrews Fell -	57 „ June 24, 1839	10 10 0	1 1 0	
„ „	Uriah Woodward Gage -	99 „ Feb. 2, 1843 -	50 0 0	3 0 0	
„ „	R. W. Godwin - -	56 „ June 24, 1837	2 0 0	1 1 1	
„ „	William Parr - -	60 „ Feb. 2, 1838 -	2 0 0	1 0 0	
„ „	R. B. Rampling - -	60 „ „ „ -	1 14 0	1 0 0	
„ „	Edward Willan - -	58 „ Feb. 2, 1833 -	10 0 0	1 1 22	
„ „	Edward Willan - -	60 „ Feb. 2, 1835 -	10 10 0	3 3 33	
„ „	Maria Atherton - -	99 „ Feb. 2, 1835 -	45 0 0	6 0 0	Contract for lease.
„ July 16	John James - -	99 „ July 16, 1844	135 0 0	12 0 0	
„ Nov. 5	John Langan - -	60 „ Feb. 2, 1838 -	2 0 0	1 0 0	
„ Dec. 20	James Fulton - -	58 „ Feb. 2, 1844 -	8 10 0	1 2 6	
1845. Feb. 2	John Dawbarn - -	52 „ Feb. 2, 1837 -	1 10 0	0 2 12	
„ Feb. 3	Robert Wilson - -	60 „ Feb. 2, 1839 -	14 0 0	4 0 0	
„ May 2	John Dawbarn - -	60 „ Nov. 9, 1841 -	19 0 0	115 yards by 45 yards.	
„ July 1	William Williams -	60 „ Feb. 2, 1838 -	2 0 0	1 0 0	
„ Nov. 29	John Carden - -	99 „ June 24, 1844	28 0 0	2281½ square yards	Comprised in contract to Maria Atherton.
„ „	Isabella Rebecca Gibbs -	99 „ „ „	10 0 0	2475 square yards	
1846. Mar. 24	John Whitby - -	99 „ March 23, 1846	30 0 0	1 0 0	
1847. Feb. 2	William Potter - -	99 „ Feb. 1, 1847 -	300 0 0	36 1 0	Contract for lease.
1848. Jan. 10	R. W. Godwin - -	99 „ „ „ -	5 0 0	2200 square yards.	
„ Aug. 21	Charles Kershaw -	45 „ Feb. 2, 1832 -	2 0 0	2 0 28	
1849. Feb. 2	Charles Gouldson -	30 „ Feb. 2, 1849 -	5 0 0	0 1 0	
„ April 28	Charles Sutton - -	99 „ Feb. 2, 1845 -	7 0 0	not stated	Comprised in contract to Maria Atherton.
1850. Nov. 2	William Bolton Aspinall	99 „ Nov. 2, 1851 -	17 10 0	1 3 0	
1851. Feb. 2	Charles Portier Nosworthy	99 „ Feb. 2, 1850 -	24 0 0	3 0 0	
„ „	George Watson - -	99 „ Feb. 2, 1851 -	35 0 0	2 2 0	
„ „	James Beazley - -	99 „ „ „ -	55 6 0	3 2 30	

Leases and Contracts for Leases for Years Absolute—*continued*.

Date.	Lessee.	Term.	Rent.	Quantities as stated in Leases.	Observations.
Leases granted by Earl Bertram.					
			£ s. d.	A. R. P.	
1854. Sept. 25	Henry Rayner - -	60 years, from Feb. 2, 1837 -	1 14 0	1 0 0	
„ „	Henry Rayner - -	60 „ May 2, 1842 -	2 0 0	0 3 0	
1855. June 30	William Potter - -	99 „ Feb. 1, 1847 -	10 0 0	0 3 0	Comprised in contract to William Potter.
„ „	Martha Jane Williams -	„ „ „ „ -	7 0 0	not stated	
„ „	Martha Jane Williams -	„ „ „ „ -	15 0 0	not stated	
„ „	Hugh Williams - -	„ „ „ „ -	12 0 0	not stated	
1856. April 2	Thomas Alfred Yarrow -	60 „ Feb. 2, 1838 -	88 0 0	16 0 0	Lease granted on surrender of leases for lives of same lands at same rents to John James — not produced.
„ „	Thomas Alfred Yarrow -	60 „ Feb. 2, 1840 -	10 10 0	1 0 0	

And all other (if any) the leases or agreements for a lease granted or entered into by Charles 15th Earl of Shrewsbury, John 16th Earl of Shrewsbury, or Bertram Arthur 17th Earl of Shrewsbury, after the passing of "The Shrewsbury Estate Act, 1803," which had not expired or been determined previously to the passing of "The Shrewsbury Estate Act, 1862."

Bridges Harvey.

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