



ANNO VICESIMO QUARTO & VICESIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 8.

An Act to simplify certain of the Trusts and Provisions in the Settlements of the *Vane Tempest* Estates ; and for other Purposes connected therewith. [6th August 1861.]

WHEREAS by Articles of Agreement, dated the Twenty-seventh Day of *March* One thousand eight hundred and nineteen, and made in consideration of the Marriage then intended and soon afterwards solemnized between the Most Noble *Charles William Vane* Marquis of *Londonderry* (then the Right Honourable *Charles William* Lord *Stewart*, (in this Act called the said Marquis) and *Frances Anne Vane* Marchioness of *Londonderry*, then Lady *Frances Anne Vane*, an Infant of the Age of Nineteen Years and upwards, (in this Act called the said Marchioness,) the said Marquis covenanted that in case the said Marriage should be solemnized, and the said Marchioness should attain the Age of Twenty-one Years, they the said Marquis and Marchioness, and all proper Parties, would do and execute all Assurances and Things necessary for suffering Recoveries of the Hereditaments therein referred to, situate in the County of *Durham* and elsewhere, and for settling the same (subject, as to Parts thereof, to certain Charges which have ceased to

Articles of Agreement dated 27th March 1819.

[Private.]

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affect the same) to the Use of *Robert* Second Marquis of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from the Solemnization of the said then intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared; with Remainder to the Use of the said Marquis and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of Trustees and their Heirs, during his Life, upon trust to preserve the contingent Remainders; with Remainder to the Use of the said Marchioness and her Assigns during her Life, without Impeachment of Waste; with Remainder to the Use of Trustees, and their Heirs, during her Life, upon trust to preserve the contingent Remainders; with Remainder to the Use of other Trustees for the Term of One thousand Years from the Decease of the Survivor of the said Marquis and Marchioness (being a Term for raising Portions for younger Children) with Remainder to the Use of the First and other Sons of the said Marquis by the said Marchioness successively, in Tail Male, with several Remainders over; and it was by the said Articles declared that the said Term of Five hundred Years so to be limited to the said *Robert* Marquis of *Londonderry* and Sir *John Beckett* should be upon the Trusts therein-after mentioned for raising, during the joint Lives of the said Marquis and Marchioness, the annual Sum of Two thousand Pounds for her separate Use, and upon trust that the said Trustees of the same Term should, during the Term of Eight Years from the Twenty-eighth Day Day of *July* One thousand eight hundred and eighteen, raise the annual Sum of Four thousand Pounds, and invest the same and the resulting Income thereof, in the way of Compound Interest, in such Stocks, Funds, and Securities as therein are mentioned, and should stand possessed of the said annual Sum of Four thousand Pounds, Stocks, Funds, and Securities, and the Accumulation thereof, respectively, upon trust, at the Expiration of the said Term of Eight Years, to convert the same into Money, and to invest the Money to be produced thereby in the Purchase of Freehold Estates of Inheritance, or Copyhold or Customary Land, as therein mentioned, and to settle the Hereditaments so to be purchased in the same Manner as thereafter expressed with respect to Hereditaments to be purchased with Money to be produced by any Sale made in exercise of the Power of Sale therein-after directed; and that it should be further provided that the same Trustees should stand possessed of the said Term of Five hundred Years, subject to the Trusts before declared concerning the same, upon such Trusts as were therein-after declared for raising Monies (if necessary) for paying the Fines, Fees, and Expenses of obtaining Renewals of the Lease or Leases of the Leasehold Coal Mines, Wayleaves, Lands, Tithes, Tenements, and Premises to be comprised in the said then intended Settlement, and therein-after mentioned, or for obtaining new Grants or Leases of Wayleaves, or
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new Collieries, or other Advantages and Premises, as therein-after mentioned, when and so often as it should be practicable and deemed expedient to take such Renewals or new Grants, and to raise the Monies necessary for that Purpose out of the Hereditaments comprised in the said Term of Five hundred Years, and also for raising an annual Sum or annual Sums to be accumulated for the Purpose of paying off and discharging any Monies to be raised or applied for the Payment of such Fines, Fees, and Expenses as aforesaid, or for other Purposes, according to the Provisions in that Behalf therein-after contained, and also for securing and enforcing the Performance of certain Covenants therein-after contained and directed to be entered into as to the Stock upon the Freehold and Leasehold Collieries, and also for raising Monies to indemnify the Trustees or Trustee for the Time being of the said Leasehold Coal Mines in other Cases therein-after expressed and provided for, and upon certain other Trusts not now in operation, and by the said Articles the said Marquis covenanted that in case the said intended Marriage should be solemnized, he and all other proper Parties would, immediately after the Solemnization thereof, assign unto the said *Robert Marquis of Londonderry* and *Sir John Beckett* the Premises comprised in a certain Indenture of Lease of the Twentieth Day of *July* One thousand eight hundred and five, commonly called the *Rainton* Colliery Lease, and in Five several other Indentures of Lease, bearing Date respectively the Twenty-eighth Day of *September* One thousand eight hundred and two, and commonly called the *Rainton* Colliery Farm Leases, and thereby respectively demised for certain Terms of Twenty-one Years, and all other the Leasehold Coal Mines, Veins and Seams of Coal, to which the said Marchioness was then entitled, and the Wayleaves, Rights, Liberties, Easements, and other Appurtenances and Advantages held therewith or appertaining thereto, and also all the Tithes and Premises comprised in a certain Indenture of Lease of the Twenty-first Day of *June* One thousand eight hundred and five, and all the other Hereditaments and Premises whatsoever in the County of *Durham* of or to which the said Marchioness was possessed or entitled under any Lease or Leases for Years, to hold the same to the said *Robert Marquis of Londonderry* and *Sir John Beckett* for the Residue of the several Terms of Years by the said Leases respectively granted, upon the Trusts to be contained in the Settlement therein-before covenanted to be made of the Freehold Hereditaments of the said Marchioness in possession, agreed to be settled as aforesaid so as to go along with and be enjoyed with the said Estate of Inheritance, so far as the Rules of Law and Equity, and the different Tenures of the Estate would admit of, yet so that the same Leasehold Premises should not, for the Purpose of Transmission, vest absolutely in any Child being Tenant in Tail Male under the Limitations to be contained in such Settlements, unless or until such Child should attain the

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the Age of Twenty-one Years, but so that the Person who from Time to Time should be entitled under the said Trusts to the Possession of the said Leasehold Premises respectively, or to the Enjoyment, Receipt, or Benefit of the same, or of the Rents and Profits thereof should always bear, pay, and satisfy the Rents and Reservations, and perform, fulfil, and keep all the Covenants, Conditions, and Agreements, which were or might be reserved and contained in the then several subsisting Leases of the same Premises, or in any Leases thereof thereafter to be granted, and on the Lessee's Part to be paid, performed, and kept, and also bear and pay all Charges and Expenses relative to the said Leasehold Premises and the Management of the same; and in the said Articles is contained a Proviso that it should be lawful for the said *Robert* Marquis of *Londonderry* and Sir *John Beckett*, and the Survivor of them, on such Request as therein mentioned, either before or after the Expiration of the said several Terms of Years for which the said Leasehold Premises were then holden, or other the subsisting Term or Terms of Years for the Time being, to renew the present or any future Lease or Leases of the said Leasehold Coal Mines and Premises respectively, either on Fines or otherwise, as should be requisite as aforesaid, and to make such Surrenders of the subsisting Lease or Leases for the Time being as should be necessary for obtaining any such Renewal or Renewals thereof, but subject to such Provisions as were therein-after contained for the Indemnity of the Trustees, and which renewed Leases were to be held upon the same Trusts as the previously subsisting Leases; and it was by the said Articles further declared that for the better working of the Collieries thereby agreed to be settled, it should be lawful for the said *Robert* Second Marquis of *Londonderry* and Sir *John Beckett*, with such Consent or at such Discretion as therein mentioned, to take or procure Grants of Wayleaves, Rights of Way, Road, or Passage, and other Rights, Liberties, or Easements whatsoever, or Leases of any other Colliery or Collieries, or of any Lands or Premises either at Rackrent or Fine, or otherwise howsoever, and also to make any Waggon-ways. Tramroads, or Railways, and also to make any other Engagements of the same or the like Nature, and to do or cause to be done any other Acts, Matters, or Things which should be deemed necessary, convenient, or advantageous for the working of the Collieries agreed to be settled as aforesaid, or any of them, and upon the obtaining any such Wayleaves, Easements, or Leases, or the making of any such Engagements of the same or the like Nature, to contract to pay any reasonable Sums of Money as the Consideration for the same, all which Grants of Wayleaves and other Easements and Leases were to be held upon the same Trusts as the said Leasehold Premises thereby agreed to be settled; and as to the Sums of Money which should be necessary for paying the Fines, Fees, and Expenses of every or any such Renewal, or which should be contracted

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contracted to be paid as the Consideration for any such Grants as aforesaid, or which should be necessary for the making of any such Ways, Tramroads, or Railways, or for effecting any other Arrangements or Engagements, or for doing any other Act, Matter, or Thing necessary, convenient, or advantageous for the working of the said Collieries according to the Powers in that Behalf therein-before contained, it was by the said Articles declared that it should be lawful for the said *Robert Marquis of Londonderry* and *Sir John Beckett*, and the Survivor of them, to raise such Sums of Money by any Mortgage or Mortgages of the Hereditaments and Premises comprised in the said Term of Five hundred Years, or any Part or Parts thereof, for all or any Part of the said Term of Five hundred Years, in preference to all or any of the Trusts therein-before agreed to be declared, except the Trust for raising Pin Money, or to raise and pay such Fines, Fees, and Expenses, or other Sums of Money as aforesaid, out of the Fund therein-before provided to be raised by the Investment of the aforesaid annual Sum of Four thousand Pounds, and the Accumulation thereof, during the aforesaid Period of Eight Years or otherwise, or out of any other of the Funds to be raised by Investment of an annual Sum and the Accumulations thereof, as in the said Articles directed, or to apply such Funds, or any or either of them, in part Payment of the Monies which it should be necessary to raise as aforesaid, and to raise so much as the same would not extend to pay by way of Mortgage as therein-before was provided; and it was by the said Articles declared that the said respective Funds to arise from the said Investment and Accumulation might be applied for the Purposes last aforesaid, either during any Term of Years therein directed for the Continuance of such Investments and Accumulations respectively, or after the Expiration thereof, and before the Application of the Trust Funds arising by such Investment and Accumulation, in the Purchase of Lands; and it was by the said Articles declared that the said *Robert Marquis of Londonderry* and *Sir John Beckett*, their Executors, Administrators, and Assigns, should stand possessed, as well of the said Term of Five hundred Years, in preference to all other the Trusts therein-before declared concerning the same (except as therein-before excepted), as also of the accumulated Funds to be raised and created as therein mentioned, upon trust to raise thereout such Sum or Sums as last aforesaid as Occasion should require; and the said Articles contained a Proviso that whenever any Leases should be renewed upon Payment of Fines, or any new or other Grants or Leases of any Wayleaves or other Easements, or of any Collieries, Tenements, or Premises, should be taken upon Payment of Fines or Sums of Money, and the Amount of such Fines or Sums of Money, and the Fines, Fees, and Expenses of effecting such Renewals, or taking any such new or other Grants or Leases as last aforesaid, should be raised by Mortgage or by or out of the accumulated Funds, then and in every such Case it should be

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lawful for the said *Robert Marquis of Londonderry* and *Sir John Beckett*, or the Survivor of them, and they and he were and was thereby required, by and out of the annual Rents, Issues, and Profits of the said Freehold Hereditaments therein-before agreed to be settled, and also of the said Copyhold or Customary Hereditaments and of the said Leasehold Premises (but subject, during the joint Lives of the said Marquis and Marchioness, to the said annual Sum of Two thousand Pounds), to raise yearly, during the new Term of Years which should be actually acquired by means of any such Renewal or Grant or Lease as aforesaid, such annual Sum as would be sufficient, by the Accumulation thereof in the way of Compound Interest after the Rate of Four Pounds *per Centum per Annum* during such new Term, to repay at the End of such new Term the Sum which should have been applied in the Payment of the Fine or Sum, Fees, and other necessary Charges and Expenses attending the procuring such new Term, together with Compound Interest upon the same after the Rate aforesaid, during the Time, if any, which should elapse between the Time of the actual Payment of such Fine or Fines or Sum, Fees, Charges, and Expenses, and the Time at which the new Term actually purchased therewith should have commenced; and it was also declared that whenever any such Renewal as aforesaid should have been effected before the Expiration of the Lease, thereby renewed and a new Lease should be taken for a full Term in possession, then, although the then subsisting Residue of the then present Lease should be surrendered, or should be determined by the Acceptance of such new Lease, such Residue should be deemed to be subsisting, and the Residue only of the Term granted by the renewed Lease, after deducting therefrom the then unexpired Portion of the previous Lease, should be deemed to be the new Term actually acquired by such Renewal, and during which an Accumulation was to be made for raising the Monies expended in purchasing the same as aforesaid; and the said Articles contained a Proviso that the Interest to be raised with reference to the Accumulations therein-before directed should be calculated half-yearly, and that the Sums to be raised should be raised without any Deduction, and the first half-yearly Payment of each yearly Sum should begin at the End of Six Calendar Months from the Commencement of the Term during which the same was to continue; and as to the annual Sum of Money therein-before directed to be raised during such new Term of Years to be acquired as aforesaid, it was thereby declared that the said *Robert Marquis of Londonderry* and *Sir John Beckett*, or the Survivor of them, should stand possessed thereof upon trust to invest the same from Time to Time, in the Names or Name of the said Trustees or Trustee for the Time being, in any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England*, and to receive the Income of the Monies so laid out, and the

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the Stocks, Funds, and Securities in or upon which the same should be invested as aforesaid, and lay out and invest such Income in or upon Stocks, Funds, or Securities of the like Nature, so that the said annual Sum, Stocks, Funds, and Securities, and the resulting Income thereof, might, during the Period therein-before directed for the raising and Payment of such annual Sum, accumulate in the way of Compound Interest, and that the said Trustees or Trustee should stand possessed of the same annual Sum, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce, and the Accumulations thereof respectively, upon trust, at the End of the Period therein-before appointed for the Accumulation of the same annual Sum, to convert the same into Money, and to apply the Money to be produced thereby in the Purchase of Freehold Estates of Inheritance, or of Copyhold or Customary Lands, as therein mentioned, and to settle the Hereditaments so to be purchased in the same Manner as therein-before directed with respect to the Hereditaments to be purchased with the Produce of the accumulated Fund to arise from the said annual Sum of Four thousand Pounds; and in the said Articles was contained a Proviso that it should be lawful for the said *Robert Marquis of Londonderry* and *Sir John Beckett*, and the Survivor of them, with such Consent or at such Discretion as therein mentioned, to apply any such Sums of Money as last therein-before directed to be invested in the Purchase of Estates when the same should become so applicable, in or towards Payment of any Incumbrances which might have been created under the Trusts of the said Term of Five hundred Years, for the Purpose of effecting any such Renewals, or of obtaining any such Grants or Leases as aforesaid; but that if there should be no such Incumbrances then subsisting the said Trust Monies might, with such Consent or of such Authority as aforesaid, be applied in or towards Payment of any other Incumbrances which might then affect the Freehold Hereditaments thereby agreed to be settled, or any Part thereof; and the Articles contained a Proviso that it should be lawful for the last-named Trustees or Trustee, with such Consent or at such Discretion as last mentioned, at any Time or Times before the Expiration of any Period therein-before appointed for the Accumulation of any annual Sum, to convert into Money the accumulated Stocks, Funds, and Securities, or any Part thereof, and to invest the Money arising therefrom in the Purchase of Estates as therein-before directed, but so that the Rents of the Hereditaments so to be purchased should, during the Residue then be to come of such Period of Accumulation, be applied in the same Manner as the Interest of the Money laid out in the Purchase thereof would have been applicable in case such Purchase had not been made; and the said Articles contained a Declaration making the Trusts for raising the said Sums of Money for the Purpose of Accumulation the primary Trusts of the said Term of Five hundred Years (except the Trusts for raising
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Pin Money, and for raising Money by way of Mortgage for paying such Fines, Sums of Money, Fees, and Expenses as aforesaid) ; and the said Articles contained a Proviso that in every Case when any Renewal should have been effected before the Expiration of the Lease thereby renewed, and the Fines, Fees, Charges, and Expenses of such Renewal or any Part thereof should have been raised by Mortgage, the said *Robert Marquis of Londonderry* and *Sir John Beckett*, and the Survivor of them, should, after such Renewal, and until the new Term according to the Rule therein-before mentioned should commence in possession, keep down the Interest of the Money so to be borrowed as herein-after mentioned, that is to say, during the said Term of Eight Years out of the said annual Sum of Four thousand Pounds and the Accumulations thereof, and after the Expiration of such Term out of any other annual Sums which for the Time being should be raiseable as aforesaid, or the Accumulations thereof, and that whenever any such Renewal should have been effected before the Expiration of the Lease thereby renewed, and the Fines, Fees, Charges, and Expenses of such Renewal should have been paid out of any Fund immediately applicable to the Purchase of Hereditaments, the said *Robert Marquis of Londonderry* and *Sir John Beckett*, and the Survivor of them, should after such Renewal, and until the new Term according to the Rule therein-before mentioned should commence in possession, raise by the Ways or Means therein-after mentioned, (that is to say,) during the Continuance of the said Term of Eight Years out of the said annual Sum of Four thousand Pounds and the Accumulations thereof, and after the Expiration of such Term out of any other annual Sums which for the Time being should be raiseable as aforesaid, or the Accumulations thereof, such an annual Sum as should be equal to Interest at the Rate of Four *per Centum per Annum* upon the Sum which should have been so raised and applied as last aforesaid, and pay the same to the Person who for the Time being, under the Limitations to be contained in such Settlement as aforesaid, should be in the possession or entitled to the Receipt of the Rents of the said Freehold Hereditaments therein-before covenanted to be settled for his proper Benefit, and in like Manner whenever any Sum immediately applicable to the Purchase of Lands as aforesaid should have been applied in Payment of any Incumbrance which should have been previously created under the Trusts of the said Term of Five hundred Years, for the Purpose of obtaining any such Renewal or new Grant or Lease, and the new Term acquired by such new Grant or Lease according to the Rule therein-before contained should not have commenced in possession, the Sum so applied should, as between the Parties interested under the Settlement thereby agreed to be made, be deemed to be a subsisting Charge until such new Term, according to the Rule therein-before contained, should commence in possession, and during the intervening Period, such an
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annual Sum as should be equal to the Interest, at the Rate aforesaid, of the Sum so applied, should be raised in the Manner last therein-before mentioned, and paid to the Person who for the Time being, under the Limitations to be contained in such Settlement, should be in possession or entitled to the Rents of the Freehold Hereditaments therein-before covenanted to be settled for his own Benefit : And whereas by an Indenture, dated the First Day of *May* One thousand eight hundred and nineteen, and made between the said Marquis and Marchioness of the one Part and the said *Robert Marquis of Londonderry* and *Sir John Beckett* of the other Part, the said Marquis assigned unto the said *Robert Marquis of Londonderry* and *Sir John Beckett* all the Leasehold Premises so by him covenanted to be assigned as aforesaid, to hold the same unto the said *Robert Marquis of Londonderry* and *Sir John Beckett*, their Executors, Administrators, and Assigns, for all the Residues then to come of the several Terms of Years granted by the said Indentures of Lease respectively upon the Trusts in the said Marriage Articles declared concerning the same : And whereas the said Marchioness attained the Age of Twenty-one Years on the Seventeenth Day of *January* One thousand eight hundred and twenty-one : And whereas, by an Indenture of Release (herein-after called the Indenture of Settlement) dated the Eighth Day of *June* One thousand eight hundred and twenty-two, grounded on a Lease for a Year, and made between the said *Robert Marquis of Londonderry* and *Alexander Robert Stewart* of the First Part, the said *Robert Marquis of Londonderry* and *Edmund M'Donnell* of the Second Part, the said Marquis and Marchioness of the Third Part, the said *Sir John Beckett* of the Fourth Part, the said *Robert Marquis of Londonderry* and *Sir John Beckett* of the Fifth Part, *Edward Lord Ellenborough* and *Thomas Henry Lord Ravensworth* of the Sixth Part, and *Nathaniel Earl of Leitrim* and *Thomas Wood* of the Seventh Part, the Freehold Hereditaments in and by the said Marriage Articles covenanted to be settled as aforesaid were, in pursuance of the said Covenant, settled and limited (subject as in the said Indenture of Settlement is mentioned) to the Use of the said *Robert Marquis of Londonderry* and *Sir John Beckett*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years from the Solemnization of the said Marriage, without Impeachment of Waste, upon the Trusts therein-after declared ; with Remainder to the Use of the said Marquis and his Assigns during his Life, without Impeachment of Waste ; with Remainder to the Use of the said *Alexander Robert Stewart* and *Edmund M'Donnell* and their Heirs during his Life, upon trust to preserve the contingent Remainders ; with Remainder to the Use of the said Marchioness during her Life, without Impeachment of Waste ; with Remainder to the Use of the said *Alexander Robert Stewart* and *Edmund M'Donnell* and their Heirs during her Life, upon trust to preserve the contingent Remainders ;

Indenture,
dated
1st May 1819.

Indenture,
dated
8th June
1822.

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with Remainder to the Use of the said *Edward Lord Ellenborough* and *Thomas Henry Lord Ravensworth* during the Term of One thousand Years from the Decease of the Survivor of the said Marquis and Marchioness, without Impeachment of Waste, upon the Trusts therein-after declared for raising Portions for younger Children of the said Marquis and Marchioness; with Remainder to the Use of Earl *Vane* (the eldest Son of the said Marquis by the said Marchioness, then the Honourable *George Henry Robert Charles Vane*, commonly called Viscount *Seaham*), in Tail Male, with several Remainders over; and it was by the said Indenture of Settlement declared that the said Term of Five hundred Years was limited to the said *Robert Marquis of Londonderry* and *Sir John Beckett*, upon trust that the said *Robert Marquis of Londonderry* and *Sir John Beckett*, and the Survivor of them, should, during the joint Lives of the said Marquis and Marchioness raise the annual Sum of Two thousand Pounds for Pin Money for the said Marchioness, and upon trust that the same Trustees or Trustee should yearly, during the Residue of the said Term of Eight Years, on the Twentieth Day of *January* and the Twentieth Day of *July* in each Year, raise the annual Sum of Four thousand Pounds, and apply and dispose of the same upon the Trusts and in the Manner by the said Marriage Articles provided concerning the same; and it was also declared that the same Trustees and Trustee should stand possessed of the said Term of Five hundred Years (subject to the Trusts therein-before declared concerning the same Term) upon such Trusts as were in the said Marriage Articles directed to be declared for raising Monies (if necessary) for paying the Fines, Fees, and Expenses of obtaining Renewals then already made or thereafter to be made of the Leases of the Leasehold Premises therein-before mentioned, or for obtaining new Grants or Leases then already made or thereafter to be made of Wayleaves and new Collieries, and other Advantages and Expenses in the said Marriage Articles mentioned, and to raise the Monies necessary for that Purpose out of the Hereditaments comprised in the said Term of Five hundred Years, and also for raising an annual Sum or Sums to be accumulated for the Purpose of discharging any Monies to be raised and applied in the Payment of such Fines, Fees, and Expenses as aforesaid, and for other Purposes, according to the Provisions in that Behalf in the said Marriage Articles contained as aforesaid, and also for securing and enforcing the due Performance of the Covenants in the said Marriage Articles contained on the Part of the said Marquis for or relating to the Stock upon the Freehold and Leasehold Collieries and Works during his Life, and the Covenants and Engagements to the same Effect by the Marriage Articles directed to be entered into by the said Marchioness and other the Person becoming entitled in succession to the said Collieries and Stock as in the said Articles mentioned, and also for raising Monies to indemnify the said Trustees or Trustee for

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for the Time being of the said Leasehold Coal Mines in other Cases in the same Marriage Articles expressed, and upon the further Trusts in the Indenture now being stated, mentioned, or referred to; and the Indenture now being stated contained a Power for the Appointment of new Trustees whenever any Trustees thereof should die or be desirous of being discharged, and the usual Directions for conveying and assigning the Trust Estates and Premises upon any such Appointment, so as to vest the same in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or solely, as the Case might happen: And whereas the said *Robert* Marquis of *Londonderry* died on the Twelfth Day of *August* One thousand eight hundred and twenty-two: And whereas by an Act of Parliament passed in the Third Year of His late Majesty King *William* the Fourth, intituled *An Act for settling certain Manors and Estates in the County of Durham to the Uses of the Marriage Settlement of the Most Honourable Charles William Vane Marquis of Londonderry and the Most Honourable Frances Anne Vane Marchioness of Londonderry his Wife, and for other Purposes therein mentioned,* 2 & 3 W. 4. c. 34. (Private.) it was provided that all Trusts and Provisions in the said Indenture of Settlement for applying Money in discharge of Incumbrances affecting the said Settled Estates and Collieries should extend to authorize the Application of Money in discharge of a certain Sum of Thirty-five thousand Pounds in the said Act mentioned; and it was thereby further enacted that it should be lawful for the Trustee or Trustees for the Time being of the said Term of Five hundred Years to pay the Costs, Charges, and Expenses of or relating to the applying for and obtaining and passing the said Act now being stated, and of or relating to the Conveyance therein-before directed, and the Amount of the Money so to be paid should thereupon be raised and applied in the same Manner as if it had been then paid for the Fine upon taking a Grant or Lease of any Wayleave or other Easement for a Term of Twenty-one Years, commencing from the passing of the said Act now being stated, under the Power in that Behalf contained in the said Marriage Articles: And whereas by Indenture, dated the Twentieth Day of *June* One thousand eight hundred and thirty-eight, and made between the said *Sir John Beckett* of the First Part, the said Marquis and Marchioness of the Second Part, *Arthur Hill* Viscount *Dungannon* of the Third Part, the said *Sir John Beckett* and *Arthur Hill* Viscount *Dungannon* of the Fourth Part, and *John Ball* of the Fifth Part, the said *Arthur Hill* Viscount *Dungannon* was duly appointed a Trustee of the said Marriage Articles in the Place of the said *Robert* Marquis of *Londonderry*; and by the same Indenture, and by Indenture dated the Twenty-first Day of *June* One thousand eight hundred and thirty-eight, and made between the said *John Ball* of the one Part and the said *Sir John Beckett* and Viscount *Dungannon* of the other Part, the Trust Estates and Premises were duly vested in the said *Sir John Beckett*

Indenture,
dated
20th June
1838.

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Indenture,
dated
10th Aug.
1842.

Beckett and Viscount *Dungannon* accordingly: And whereas the said Earl *Vane* attained the Age of Twenty-one Years in the Month of *April* One thousand eight hundred and forty-two: And whereas by Indenture, dated the Tenth Day of *August* One thousand eight hundred and forty-two, made between the said Earl *Vane* of the First Part, the said Marquis of the Second Part, and the said *John Ball* of the Third Part, and enrolled in the Manner prescribed by the Act for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance, the said Earl *Vane*, with the Consent of the said Marquis as Protector of the Settlement or Settlements, granted unto the said *John Ball* and his Heirs all the Freehold Hereditaments situate in *England* or *Wales* then subject at Law or in Equity to the subsisting Uses limited by the said Indenture of Settlement, or of which the said Earl *Vane* was, by any other Ways or Means, Tenant in Tail Male at Law or in Equity under, by virtue, by reason, or in consequence of the Execution of the said Indenture of Settlement or the said Marriage Articles, to hold the same unto the said *John Ball* and his Heirs, subject nevertheless to the Uses and Estates which then preceded the Estate in Tail Male of the said Earl *Vane*, and all Powers, Authorities, Exemptions, and Privileges to the same Uses and Estates respectively annexed or belonging to such Uses, upon Trusts, and with, under, and subject to such Powers, Provisions, Agreements, and Declarations as the said Marquis and Earl *Vane* should by Deed appoint; and by the same Indenture the said Earl *Vane*, with such Consent as aforesaid, assigned unto the said *John Ball* the several Sums of Consolidated Bank Annuities and Reduced Annuities and Money therein mentioned, and all other Sums of Money which, under or by virtue of the said Indenture of Settlement or the said Marriage Articles, then were or was or might thereafter become subject to be laid out in the Purchase of Lands or Hereditaments to be settled to the subsisting Uses of the said Indenture of Settlement, and all the Stocks, Funds, or Securities upon which such Sums and Sum of Money were, was, or might be invested, or which otherwise, under or by virtue of the above-stated Indenture of Settlement or the said Marriage Articles, then were or was or might thereafter become subject to be laid out in the Purchase of Lands or Hereditaments to be settled to the subsisting Uses of the said Indenture of Settlement of the Eighth Day of *June* One thousand eight hundred and twenty-two, to hold the same to the said *John Ball*, his Executors, Administrators, and Assigns, (subject, nevertheless, to the Rights and Interests which then preceded the Interest of the said Earl *Vane* in the same Premises respectively, and all Powers, Authorities, Exemptions, and Privileges respectively annexed or belonging,) upon such Trusts, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations as the said Marquis and Earl *Vane* should by Deed appoint: And whereas by Indenture, dated the Twenty-seventh Day of

Indenture,
dated
27th Aug.
1842.

of

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of *August* One thousand eight hundred and forty-two, and made between the said Sir *John Beckett* and Viscount *Dungannon* of the First Part, the said Marquis and Marchioness of the Second Part, the said Sir *John Beckett* of the Third Part, the said Viscount *Dungannon* and *Edmund M'Donnell* of the Fourth Part, and *William Cox* of the Fifth Part, the said *Edmund M'Donnell* was duly appointed a Trustee of the said Marriage Articles and the said Indenture of Settlement in the Place of the said Sir *John Beckett*, who retired from the Trust; and by the Indenture now being stated, and an Indenture dated the Twenty-seventh Day of *August* One thousand eight hundred and forty-two, and made between the said *William Cox* of the one Part and the said Viscount *Dungannon* and *Edmund M'Donnell* of the other Part, the Trust Estates and Premises were duly vested in the said Viscount *Dungannon* and *Edmund M'Donnell* accordingly: And whereas by Indenture (herein-after called the Indenture of Re-settlement), dated the Twenty-ninth Day of *December* One thousand eight hundred and forty-two, and made between the said Marquis and Marchioness of the First Part, the said Earl *Vane* of the Second Part, the said Viscount *Dungannon* and *Edmund M'Donnell* of the Third Part, *Charles Fergusson Forbes* and *John Buddle* of the Fourth Part, *George William Pierrepont Bentinck* and *William Lyon* of the Fifth Part, and the Most Noble *Frederick* Marquis of *Londonderry* (therein described as the Right Honourable *Frederick William Robert Stewart*, commonly called Viscount *Castlereagh*,) of the Sixth Part, the Hereditaments and Premises comprised in and granted by the above-stated Indenture of the Tenth Day of *August* One thousand eight hundred and forty-two (save and except as in the Indenture now being stated mentioned,) were appointed, settled, and assured to the Use of the said *Frederick* Marquis of *Londonderry*, his Executors, Administrators, and Assigns, for the Term of One Day, in reversion expectant on the Determination of the said Term of Five hundred Years limited by the said Indenture of Settlement, upon trust to prevent the Merger of the said Term of Five hundred Years, and to permit the Rents of the said Premises to be received as if the said Term of One Day had not been thereby limited; and, subject thereto, as concerning the Coal Mines and Seams of Coal within or under the *Grange* Estate, the *Kelloe* Estate, and the *Seaham* Estate, with such Powers to use and work the said Coal Mines, and with such Rights of Way and Passage as therein mentioned, to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns for ever, upon the Trusts therein-after declared; and as to all the Hereditaments and Premises therein-before appointed (except the Coal Mines, Minerals, Easements, Hereditaments, and Premises therein-before limited to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns), (which Hereditaments and Premises, other than and except as last aforesaid, are in the

Indenture,
dated
29th Dec.
1842.

[*Private.*]

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Indenture

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Indenture now in Statement referred to as the Hereditaments and Premises thereby limited in strict Settlement), to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years from the Date of the Indenture now in Statement, without Impeachment of Waste, nevertheless upon the Trusts therein-after declared; with Remainder to the Use that the said Earl *Vane* and his Assigns should, during the joint Lives of himself and the said Marquis and Marchioness, receive the annual Sums therein mentioned, and subject and charged as therein-before mentioned to the Use of the said *George William Pierrepont Bentinck* and *William Lyon*, their Executors, Administrators, and Assigns, for the Term of Seven hundred Years from the Date of the Indenture now in Statement, without Impeachment of Waste, upon the usual Trusts for securing the last-mentioned annual Sums; with Remainder to the Use of the said Marquis and his Assigns during his Life, without Impeachment of Waste, in restoration of his Estate for Life under the said Indenture of Settlement, and of all Powers, Authorities, Exemptions, and Privileges to such Estate for Life annexed; with Remainder to the Use of the said *Charles Fergusson Forbes* and *John Buddle*, their Heirs and Assigns, during his Life, upon trust to preserve the contingent Remainders; with Remainder to the Use of the said Marchioness and her Assigns during her Life, without Impeachment of Waste, in restoration of her Estate for Life under the said Indenture of Settlement, and of all Powers, Authorities, Exemptions, and Privileges to such Estate for Life annexed (except such Powers as are therein excepted); with Remainder to the Use of the said *Charles Fergusson Forbes* and *John Buddle*, their Heirs and Assigns, during her Life, upon trust to preserve the contingent Remainders; with Remainder to the Use of the said Earl *Vane* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *Charles Fergusson Forbes* and *John Buddle*, their Heirs and Assigns, during his Life, upon trust to preserve contingent Remainders (and which same Estate was limited in like Manner next after and during every Life Estate therein-after limited); with Remainder to the Use of the First and every other Son of the said Earl *Vane* successively in Tail Male; with Remainder to the Use of the Honourable *Adolphus Frederick Charles William Vane Tempest*, commonly called Lord *Adolphus Vane Tempest*, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of his First and other Sons successively in Tail Male; with Remainder to the Use of the Honourable *Ernest M'Donnell Vane Tempest*, commonly called Lord *Ernest Vane Tempest*, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of his First and other Sons successively in Tail Male; with Remainder to the Use of the Fourth and every subsequent born Son of the said Marquis by
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the said Marchioness successively in Tail Male ; with Remainder to such Uses as the said Marquis and Marchioness and Earl *Vane* should jointly, by Deed executed in the Presence of Two or more Witnesses, appoint ; and in default of and subject to any such Appointment, to such Uses as the said Earl *Vane* and the Survivor of the said Marquis and Marchioness should, after the Decease of such One of them the said Marquis and Marchioness as might first die, by Deed executed in the Presence of Two or more Witnesses, appoint ; and in default of and subject to any such Appointment, to such Uses as the said Earl *Vane* (after the Decease of both of them the said Marquis and Marchioness) should, by Deed executed in the Presence of Two or more Witnesses, appoint ; and in default of and subject to any such Appointment, to the Use of the First and other Sons of Earl *Vane* successively in Tail, with Remainder to the Use of the First and other Daughters of Earl *Vane* successively in Tail, with Remainders in Tail to the Sons and Daughters of the said Lord *Adolphus Vane Tempest* and Lord *Ernest Vane Tempest*, with Remainders for Life to Lady *Frances Vane*, now the Duchess of *Marlborough*, Lady *Alexandrina Vane*, now the Countess of *Portarlington*, and Lady *Adelaide Vane*, now Lady *Adelaide Law*, successively, and with Remainders in Tail Male, and in Tail to their Sons and Daughters, as therein mentioned, and with the ultimate Remainder to the Use of the said Earl *Vane*, his Heirs and Assigns, for ever ; and by the Indenture now being stated it was declared that the said Hereditaments and Premises were therein-before limited to the said Viscount *Dungannon* and *Edmund M'Donnell*, their Executors, Administrators, and Assigns, for the said Term of Six hundred Years, and that they should thenceforth stand possessed of the Residue of the said Term of Five hundred Years upon the Trusts therein-after declared, that is to say, upon trust to continue to raise the said Pin Money for the said Marchioness, and, subject thereto, upon trust to raise, as and when the same should be raiseable by the Ways and Means provided in the said Indenture of Settlement or the said Marriage Articles, the several half-yearly Sums which had already become raiseable, and the several half-yearly Sums which would thereafter become raiseable in respect of any past Renewal or Purchase of the Leases of any of the Hereditaments then subject to the Trusts of the said Indenture of Settlement or the said Marriage Articles, or under the Provisions in that Behalf in the said Act of the Third and Fourth of *William* the Fourth, which half-yearly Sums were specified or referred to in the First Part of the Second Schedule to the Indenture now being stated, and to accumulate such half-yearly Sums so long as the same respectively should be raiseable in the Manner provided in the said Indenture of Settlement or in the said Marriage Articles, and at the End of such Period of Accumulation to apply the accumulated Fund in the Manner provided in or by reference to the said Indenture of Settlement, or the said

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said Marriage Articles, with such Power of purchasing Land during the Period of Accumulation, and such Provisions in connexion therewith, as in the said Indenture of Settlement or the said Marriage Articles are provided, but subject nevertheless to the Trusts and Provisions therein-after contained for raising and paying the Costs, Charges, and Expenses therein-after mentioned, and for raising and paying to the said Marquis, his Executors, Administrators, or Assigns, such Sums as were therein-after specified; and the Indenture now in Statement contained a Proviso that the Estates to be purchased with such accumulated Funds should be settled to the Uses, upon the Trusts, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations upon, with, under, and subject to which such of the Hereditaments and Premises thereby limited in strict Settlement as were comprised in the said Indenture of Settlement should stand limited under or by virtue of the said Indenture of Settlement and other Indentures referred to in the Indenture now being stated, and the Indenture now being stated, and that the said Viscount *Dungannon* and *Edmund M'Donnell*, their Executors, Administrators, and Assigns, should stand possessed of the Residue of the said Term of Five hundred Years in such of the Hereditaments comprised in the same Term as were thereby limited in strict Settlement, and of the said Term of Six hundred Years, upon further Trust, as and when the same should become raiseable out of the annual Rents, Issues, and Profits of the said Hereditaments and Premises thereby limited in strict Settlement, to raise half-yearly, during the respective Periods in that Behalf specified in the Third Part of the said Second Schedule to the Indenture now being stated, the half-yearly Sum therein mentioned or referred to, clear of all Deductions, and should invest every such half-yearly Sum in the Names or Name of the said Viscount *Dungannon* and *Edmund M'Donnell*, or the Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and should receive the Income of the Monies so from Time to Time laid out, and of the Stocks, Funds, or Securities in or upon which the same should be invested as aforesaid, and invest such Income in or upon Stocks, Funds, or Securities of the like Nature, so that the same half-yearly Sums, Stocks, Funds, and Securities, and the resulting Income thereof, might accumulate in the way of Compound Interest until the Twentieth Day of *July* One thousand eight hundred and fifty-seven; and the same Trustees or Trustee should stand possessed of the same half-yearly Sums, Stocks, Funds, and Securities, and Income, and the Accumulation thereof respectively, upon trust, on the Twenty-first Day of *July* One thousand eight hundred and fifty-seven, to apply the Money to be produced thereby in the Purchase of Freehold Estates of Inheritance, or of such Copyhold
or

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or Customary Lands as therein mentioned, yet so that any such Purchase should be made with such Consent in Writing as therein mentioned; and the same Trustees or Trustee should settle and assure the Hereditaments so to be purchased to the Uses upon the Trusts, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations to, upon, with, under, and subject to which the Hereditaments thereby limited in strict Settlement should stand limited under the Indenture now in Statement, and for that Purpose the Estates therein-before limited to the said Marquis and Marchioness, and their respective Assigns, during their respective Lives, should be considered to have been originally limited by the Indenture now being stated, but with such and the like Powers, with such Consent, or at such Discretion as aforesaid of applying such accumulated Fund in the Discharge of Incumbrances, and of investing such accumulated Fund in or upon Stocks, Funds, and Securities until the same should be laid out in the Purchase of Estates, and of altering and varying Securities, and with such and the like Provision as to the Application of the Income of Trust Monies, Stocks, Funds, and Securities until the Purchase of Estates as were therein-after in the Power of Sale therein-after limited, given, and contained as to the Monies produced by Sales made under such Power; and the Indenture now being stated contained a Proviso that it should be lawful to and for the said Viscount *Dungannon* and *Edmund M'Donnell*, and the Survivor of them, and the Executors and Administrators of such Survivor, and their or his Assigns, with such Consent or such Discretion as aforesaid, at any Time or Times before the said Twenty-first Day of *July* One thousand eight hundred and fifty-seven, to convert into Money the accumulated Stock, Funds, and Securities as the same should then exist, or any Part thereof, and to invest the Money arising therefrom in the Purchase of Hereditaments as therein-before directed, but so that the Rents of the Hereditaments so to be purchased should, until the said Twenty-first Day of *July* One thousand eight hundred and fifty-seven, be applied in the same Manner as the Interest of the Money laid out in the Purchase thereof would have been applicable under the Trusts therein-before declared in case such Purchase had not been made; and the Indenture now being stated contained a Proviso that in case it should happen in any Year or Years during the Life of a Tenant for Life in possession under the Uses of the Settlement thereby made, the Year being considered as commencing on the First Day of *January*, that the Profits of the Freehold and Leasehold Collieries of which such Tenant for Life should be in possession under the Uses and Trusts of the Settlement thereby made should not be equal in Amount to the Payment or Payments for such Year or Years in respect of the said half-yearly Sums mentioned or referred to in the said Third Part of the said Second Schedule, such Profits first contributing in a due Proportion

[*Private.*]

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along

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along with the Rents and Profits of the other Hereditaments and Premises thereby limited in strict Settlement to the Payment of all Interest on Mortgages, and all yearly and half-yearly Sums for the Time being chargeable on the Hereditaments and Premises thereby limited in strict Settlement, other than and not including the said half-yearly Sums mentioned in the said Third Part of the said Second Schedule, then the whole, or, as the Case might require, so much of the Payment or Payments for the current Year in respect of such half-yearly Sums as such Colliery Profits should fall short of amounting to should not be raised during such Year or respective Years, but such Payment or Payments, or so much thereof respectively as should not be so raised, should be raised during the succeeding Years or succeeding Year, so that the same might be raised as soon as the Case would admit, without Interest in the meantime, but without Prejudice to the Payment or Payments (if any) payable in respect of such succeeding Year or Years, and so as that no greater Sum should be raised in any Year than should be equal to the Amount of Colliery Profits in such Year, after deducting from such Amount the Payment or Payments (if any) in respect of such half-yearly Sums for the current Year; and the Indenture now being stated contained the ordinary Powers of Sale and Exchange exercisable by the said *Charles Fergusson Forbes* and *John Buddle*, and the Survivor of them, and the Executors or Administrators of such Survivor, at such Request and by such Direction or at such Discretion as therein mentioned, and with the usual Provisions for the Reinvestment of the Proceeds of Sale in the Purchase of Real Estate to be settled to the subsisting Uses of the Indenture now in Statement, and for the temporary Reinvestment of such Proceeds; and it was by the Indenture now being stated, declared that the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, should be seised of the said Coal Mines and Seams of Coal, Hereditaments, and Premises therein-before limited to their Use, upon trust in manner therein mentioned to win and work the Coal, and during the Life of the said Marquis to work, carry on, and manage the said Coal Mines and Seams of Coal in manner therein mentioned, and to sell the Coals and other Produce of the same Coal Mines and Seams of Coal, and out of the Monies thence arising to pay all the Expenses of such working, and, subject thereto, to invest the clear Profits in the Names or Name of the said Trustees or Trustee for the Time being in the Parliamentary Stocks or Public Funds, or upon Government or Real Securities at Interest, and from Time to Time to receive the Income of such Stocks, Funds, and Securities, and invest the same in the way of Compound Interest during the Life of the said Marquis; and it was thereby declared that after the Decease of the said Marquis all the Bank Annuities purchased with the said clear Profits, and all Accumulations thereof, should be held and applied by the said

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said Viscount *Dungannon* and *Edmund M'Donnell*, or the Survivor of them, or other the Trustees or Trustee thereof for the Time being, upon such and the same Trusts, and with, under, and subject to such and the same Powers, Provisoes, and Agreements and Declarations as the same would have been held in case the same had been purchased under the Power in that Behalf therein-before contained with Monies produced by Sales made under the said Power of Sale; and it was thereby declared that so soon as the said Trust for Accumulation of Profits should be determined, the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, should settle the Hereditaments and Premises therein-before limited to their Use to such and the same Uses, upon such and the same Trusts, and with, under, and subject to such and the same Powers, Provisoes, Agreements, and Declarations (including the Powers to work and to lease Mines) as should be subsisting or capable of taking effect of and in the other Freehold Hereditaments therein-before limited in strict Settlement; and by the Indenture now being stated the Funds which had then been accumulated under the said Marriage Articles, and the said Indenture of Settlement, and the said Act of Parliament, and which had not been applied, and also a Sum of Bank Three Pounds *per Centum* Consolidated Annuities which had been purchased with the Proceeds of Part of the settled Estate which had been sold, were appointed and assigned to the said Viscount *Dungannon* and *Edmund M'Donnell*, upon trust for the Continuance of the Accumulation thereof during the Periods of Accumulation provided by the said Articles, and the said Indenture of Settlement and the said Act of Parliament, with a Proviso for the Settlement of the Estates to be purchased, in like Manner as by the said Indenture now being stated, the Estates thereby settled were thereby settled, such Trusts being, however, subject to a Proviso and Declaration under which such Funds, and certain half-yearly Sums thereafter to be received, and the Accumulations thereof, were charged with various Sums to be paid thereout to the said Marquis, and with certain Costs, Charges, and Expenses, with a Direction as to the Order in which the Funds so charged should be resorted to; and by the Indenture now being stated all and singular the Collieries and other Leasehold Hereditaments comprised or referred to in the First and Second Parts of the Second Schedule thereto (except as therein mentioned), together with the Liberties, Privileges, Powers, and Authorities therein mentioned, and all other the Leasehold Hereditaments and Premises then subject to the Trust of the said Marriage Articles, were assigned unto the said Viscount *Dungannon* and *Edmund M'Donnell*, their Executors, Administrators, and Assigns, for all the respective Residues of the several Terms of Years granted by the subsisting Leases of the same Premises respectively, upon Trusts corresponding to the Uses of the Hereditaments therein-before limited in strict Settlement;

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ment; and it was thereby declared that it should be lawful for the said Viscount *Dungannon* and *Edmund M'Donnell*, and the Survivor of them, and the Executors or Administrators of such Survivor, and their or his Assigns, at such Request as therein mentioned, either before or after the Expiration of the several Terms of Years for which the said Leasehold Premises were then holden, or other the subsisting Terms of Years for the Time being, until the same Premises should have become absolutely vested in possession in some Tenant in Tail Male or in Tail General, under the Uses therein-before limited of the Hereditaments thereby limited in strict Settlement, to renew the then present or any future Leases of the said Leasehold Premises respectively, either on Fines or otherwise, as should be required as aforesaid, and to make such Surrenders of the subsisting Leases for the Time being as should be necessary for obtaining any such Renewals thereof, but subject to such Provisions as were therein-after contained for the Indemnity of the Trustees; and it was thereby declared that the Terms which should be acquired by means of any Renewals should be held upon the same Trusts as the Terms then previously subsisting would have been liable to in case the same had then been subsisting, and such Renewals had not been made; and it was by the Indenture now being stated declared that it should be lawful for the said Viscount *Dungannon* and *Edmund M'Donnell*, or the Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, with such Consent or at such Discretion as therein mentioned, to take or acquire Leases of any other Colliery or Collieries, Coal Mines or Seams of Coal, or Parts or Shares of any Colliery or Collieries, Coal Mines or Seams of Coal, or of any Messuages, Buildings, Lands, or Tenements, Railways, Waggon-ways, Harbours, Basins, Docks, Staiths, or Shipping Places, or of any Wayleaves or Rights of Way, Road, or Passage, or of any other Rights, Liberties, or Easements whatsoever, either at Rackrent, or on Fine, or otherwise howsoever, and also to sink any Pit or Pits, and to make, erect, build, or set up any Engines, Engine Houses, or other Houses, Railways, Waggon-ways, or other Colliery Works, Harbours, Basins, Docks, Staiths, or Shipping Places, which respectively it should be considered necessary, desirable, or advantageous to make in connexion with or for the Purposes of the Freehold and Leasehold Collieries for the Time being, subject to the Uses or Trusts of that Settlement (whether opened or not), or any of them, or which it should be considered would tend to make such Collieries or any of them more productive, and to make any other Engagements or Arrangements of the same or the like Nature; and it was thereby declared that all such Leases as should be acquired under the Power last therein-before contained should become subject to the subsisting Trusts of the said Leasehold Premises thereby settled; and as to the Sums of Money which might be necessary for
paying

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paying the Fines on any Renewals of the then subsisting Leases, or on the Renewals of any subsisting Leases for the Time being, or which might be contracted to be paid as the Fines or Consideration Monies for any Leases to be acquired under the Power for that Purpose therein-before contained, or which should be necessary for the sinking of any Pits, or making, erecting, building, or setting up any Engines, Engine Houses or other Houses, Railways, Waggonways or other Colliery Works, Harbours, Basins, Docks, Staiths, or Shipping Places, or for effecting any other Engagements or Arrangements of the same or the like Nature, it was thereby declared that it should be lawful for the said Viscount *Dungannon* and *Edmund M'Donnell*, and the Survivor of them, and the Executors or Administrators of such Survivor, and their or his Assigns, to raise such Sums of Money, and the Costs, Charges, and Expenses of or incident to the Arrangement, and the preparing and ingrossing, executing the Deeds and other Assurances for carrying the same into effect by any Mortgage or Mortgages of the Hereditaments and Premises comprised in the said Term of Six hundred Years, or any Part or Parts thereof for all or any Part of the said Term of Five hundred Years limited by the said Indenture of Settlement and the said Term of Six hundred Years, in preference to all or any of the Trusts therein-before declared, except the Trusts for raising Pin Money; or it should be lawful for the said Trustees or Trustee to raise and pay such Sums of Money, Costs, Charges, and Expenses as aforesaid out of any of the Funds already raised or thereafter to be raised by the Investment of an annual Sum of Money to the Accumulation thereof, as by the said Marriage Articles and therein-before and therein-after respectively provided and directed, (the Profits of the *Grange, Kelloe, and Seaham* Coal therein-before directed to be accumulated, and any Instalments payable in respect of other Coal under the Provision in that Behalf therein-before contained, not being considered as annual Sums so as to be applicable under the Trust or Provision now being stated, or any of the Trusts and Provisions therein-after declared and contained), or to apply such Funds, or any or either of them, in Part Payment of the Monies which it should be necessary to raise as aforesaid, and to raise and levy so much as the same would not extend to pay by way of Mortgage, as therein-before is provided; and it was thereby declared that the said respective Funds arising or to arise from the said Investments and Accumulations respectively as aforesaid, or any of them, or any Part thereof respectively, (the Fund accumulated by means of the Profits of the *Grange, Kelloe, and Seaham* Collieries under the Provision in that Behalf herein-before contained, or by means of the Instalments payable in respect of other Coal now under the Power therein-before in that Behalf contained, not being considered Investments and Accumulations, or an accumulated Fund, or accumulated Stocks, Funds, and

[*Private.*]

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Securities

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Securities for the Purposes of the Trust or Provision now being stated, or any of the Trusts or Provisions therein-after declared and contained,) should or might be applied for the Purposes last aforesaid, at any Time or Times after the Expiration of the Term of Years or Period therein-before or therein-after directed for the Continuance of such Investment and Accumulations respectively before the Application of the Trust Funds arising from such Investment and Accumulation, in the Purchase of Lands or Hereditaments, or in the Discharge of Incumbrances, pursuant to the Trusts and Directions in that Behalf therein-before or therein-after contained, but such Funds should not be applied for such Purposes at any Time before the Expiration of the Term of Years or other Period therein-before or therein-after directed for the Continuance of such Investments and Accumulations respectively : And it was thereby declared that the said *Viscount Duncannon* and *Edmund M'Donnell*, their Executors, Administrators, and Assigns, should stand possessed as well of the Residue of the Term of Five hundred Years, and of the said Term of Six hundred Years, in preference to all other Trusts therein-before declared concerning the same, except as herein-before excepted, as also of the accumulated Fund or Funds to be raised, as by the said Marriage Articles and therein-before and therein-after mentioned, upon trust to raise there-out such Sums of Money, Costs, Charges, and Expenses as last aforesaid ; and it was thereby declared that whenever any Sums of Money should be raised by Mortgage or out of the accumulated Funds, for paying the Fines on any such Renewals, or the Fines or Consideration or Principal Monies for any such newly acquired Leases as aforesaid, or for sinking any Pits, or erecting, making, building, or setting up any Engine, Engine Houses or other Houses, Railways, Waggon-ways, or other Colliery Works, Harbours, Basins, Docks, or Shipping Places, or for effecting any such other Engagement or Arrangement as aforesaid, or for the Payment of any such Costs, Charges, and Expenses as aforesaid, it should be lawful for the said Trustees or Trustee, and they and he were and was thereby required, by and out of the Rents of the said Freehold Hereditaments thereby limited in strict Settlement, and also of the said Copyhold or Customary Hereditaments therein-before appointed, and bargained and sold, and of the said Leasehold Collieries, Tenements, and Premises (but subject, during the joint Lives of the said Marquis and Marchioness, to the said annual Sum of Two thousand Pounds), to raise yearly during the new Term of Years which should be actually acquired by means of any such Renewal, or by taking or acquiring any such new Lease as aforesaid in all Cases of Renewals and Acquisitions for a Term of Years, and in all other Cases of Monies being raised for any of the Purposes aforesaid during a Term of Twenty-one Years, to be computed from the raising thereof, such annal Sum of Money as would be sufficient, by the Accumulation thereof in the way of Compound Interest,

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Interest after the Rate of Three Pounds *per Centum per Annum* during such new Term or Terms of Twenty-one Years (as the Case might be), to repay at the End of such Term the Sum of Money which should have been raised by way of Mortgage or out of the accumulated Funds as aforesaid, and also, in case of Renewals, and taking or acquiring new Leases, Compound Interest upon the same Sum of Money after the Rate aforesaid during the Time (if any) which should elapse between the Time of the raising of such Sum of Money and the Time at which the new Term actually purchased therewith should have commenced; and it was thereby declared, that whenever any such Renewal should have been effected before the Expiration of the Lease thereby renewed, and a new Lease should be taken for a full Term in possession, then, although the then subsisting Residue of the then present Lease should be surrendered, or should be determined by the Acceptance of such new Lease, the Residue of such previous Term should, with reference to all the Provisions therein contained, be deemed and considered to be subsisting, and the Residue only of the Term granted by the renewed Lease, after deducting therefrom the then unexpired Portion of the previous Lease or Term, should be deemed to be the new Term or Terms actually required by such Renewal, and during which an Accumulation was to be made for raising the Monies paid for the same as aforesaid; and it was thereby declared that the Interest with reference to the respective Accumulations last therein-before directed should be accumulated half yearly, and that the Sums of Monies therein-before directed to be raised as last aforesaid should be raised in each Year, without any Deduction or Abatement whatsoever, and the first half-yearly Payment of each half-yearly Sum should begin at the End of Six Calendar Months from the Commencement of the Term of Years during which the same was to continue; as to the annual Sums therein-before directed to be raised from Time to Time during every such new Term of Years, and every such Term of Twenty-one Years as aforesaid, it was thereby agreed and declared that the said Trustees or Trustee should stand possessed thereof upon trust to lay out and invest the same from Time to Time, in the Names or Name of the Trustees or Trustee for the Time being, in the Parliamentary Stocks or Public Funds, or at Interest upon Government or Real Securities, and to receive the Income of the Monies so laid out, and the Stocks, Funds, and Securities in or upon which the same should be invested as aforesaid, and lay out and invest such Income in or upon Stocks, Funds, or Securities of the like Nature, so that the same annual Sum, Stocks, Funds, and Securities, and the resulting Income and Produce thereof, might, during the Period therein-before directed for the raising and Payment of such annual Sum, accumulate in the way of Compound Interest; and the said Trustees or Trustee should stand possessed of the same annual Sum, Stocks, Funds, and Securities, Interest, Dividends, and the Accumulations thereof, respectively, upon trust, at the End of the
Period

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Period therein-before appointed for the Accumulation of the same annual Sums to convert the same respectively into Money, and to apply the Money to be produced thereby in the Purchase of Freehold Estates of Inheritance, or of Copyhold or Customary Land, as therein mentioned, and to settle and assure the Hereditaments so to be purchased to the Uses, upon the Trusts, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, to, upon, with, under, and subject to which such of the Hereditaments and Premises thereby limited in strict Settlement as were comprised in the said Indenture of Settlement should stand limited and settled under the said Marriage Articles, the said Indenture of Settlement, and other Indentures in the Indenture now being stated referred to, and in the Indenture now being stated; and the Indenture now in Statement contained various Provisions and Declarations corresponding, or nearly so, *mutatis mutandis*, with such of the Provisions and Declarations in the said Articles contained, and herein-before stated, as succeed the Trust therein contained for the Investment in Real Estate of the Monies to arise from the Conversion of the Funds to be produced by the Investment of the annual Sums thereby directed to be raised and invested; and the Indenture now being stated contained Powers for the Appointment of new Trustees, and for vesting the Trust Estates in such new Trustees, jointly with the surviving or continuing Trustees or Trustee, or solely, as the Case might require: And whereas by an Act of Parliament passed in the Session of Parliament holden in the Eleventh and Twelfth Years of the Reign of Her present Majesty, and intituled *An Act to amend a Settlement made by the Most Honourable the Marquis and Marchioness of Londonderry, and the Honourable Viscount Seaham, and for other Purposes therein mentioned*, it was enacted, that the said Indenture of Resettlement should operate and enure as well retrospectively as prospectively, and should be read and construed in the same Manner in all as the same respectively would have done and been in case the Sum of One thousand seven hundred and ninety-eight Pounds had at the Time of the Execution of the said Indenture of Resettlement been inserted in the Third Part of the Second Schedule thereto, instead of the Sum of Three thousand nine hundred and eighty-nine Pounds; and it was further enacted, that the Costs incurred in passing the Act now being stated, or incidental thereto, when taxed, should be paid out of the Trust Funds by the Trustees or Trustee for the Time being of the said Indenture of Resettlement in manner therein mentioned: And whereas by Indenture, dated the Eighth Day of *July* One thousand eight hundred and fifty-three, and made between the said Viscount *Dungannon* of the First Part, the said Marquis and Marchioness of the Second Part, *John Vandeleur Stewart* of the Third Part, the said Marquis, Marchioness, and Earl *Vane* of the Fourth Part, *John Vandeleur Stewart* of the Fifth Part, and *Henry Scott Turner* of

11 & 12 Vict.
c. 17. (Private.)

Indenture,
dated
8th July
1853.

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of the Sixth Part, the said *John Vandeleur Stewart* was appointed a Trustee of the said Marriage Articles and the said Indenture of Settlement and the said Indenture of Resettlement in the Place of the said *Edward McDonnell*; and by an Indenture, dated the Tenth Day of *July* One thousand eight hundred and fifty-three, and made between the said Viscount *Dungannon* of the First Part, the said *John Vandeleur Stewart* of the Second Part, the said Marquis and Marchioness of the Third Part, his Grace *John Winston Spencer Churchill* Duke of *Marlborough*, then and therein described as the Right Honourable *John Winston Spencer Churchill*, commonly called Marquis of *Blandford*, of the Fourth Part, the said Marquis and Marchioness and Earl *Vane* of the Fifth Part, the said Duke of *Marlborough* of the Sixth Part, and the said *Henry Scott Turner* of the Seventh Part, the said Duke of *Marlborough* was appointed a Trustee of the said Marriage Articles and the said Indenture of Settlement and the said Indenture of Resettlement in the Place of the said Viscount *Dungannon* (who retired from the Trust); and by the said Indentures of the Eighth and Tenth Days of *July* One thousand eight hundred and fifty-three, and by an Indenture dated the Ninth Day of *July* One thousand eight hundred and fifty-three, and made between the said *Henry Scott Turner* of the one Part and the said Viscount *Dungannon* and *John Vandeleur Stewart* of the other Part, and by an Indenture dated the Eleventh Day of *July* One thousand eight hundred and fifty-three, and made between the said *Henry Scott Turner* of the one Part and the said *John Vandeleur Stewart* and the Duke of *Marlborough* of the other Part, the said Trust Estates and Premises were duly conveyed and assigned so that the same became vested in the said *John Vandeleur Stewart* and Duke of *Marlborough* accordingly: And whereas the said Marquis died in the Month of *March* One thousand eight hundred and fifty-four, having by his Will, which has been duly proved, appointed the said Marchioness his sole Executrix, and without having concurred in any Exercise of the Power of joint Appointment contained in the said Indenture of Resettlement: And whereas, besides the said Earl *Vane*, Lord *Adolphus Vane Tempest*, and Lord *Ernest Vane Tempest*, there have been no other Sons of the Marriage of the said Marquis and Marchioness, and the said Lord *Adolphus Vane Tempest* and Lord *Ernest Vane Tempest* have respectively attained the Age of Twenty-one Years, and that the said Lord *Adolphus Vane Tempest* and Lord *Ernest Vane Tempest* respectively have never had any Issue: And

Indenture,
dated
1st Aug.
1846.

[Private.]

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house Esquire, since deceased, of the Fourth Part, and the said Lord *Adolphus Vane Tempest* and *James Edwards* Esquire of the Fifth Part, (being the Marriage Settlement of the said Earl *Vane* and the said *Mary Cornelia Edwards* (now Countess *Vane*), the Hereditaments by the said Indenture of Resettlement limited in strict Settlement as herein-before is mentioned were granted by the said Marquis and Marchioness to the said Duke of *Marlborough* and *John Mirehouse* and their Heirs, during the Lives of the said Marquis and Marchioness and the Life of the Survivor of them, to the Use that Earl *Vane* and his Assigns might take thereout a yearly Rentcharge of Five hundred Pounds, which has since determined; and to the further Use that Countess *Vane* and her Assigns might thereout, during her Life, in case she should survive Earl *Vane*, and the said Marquis and Marchioness or either of them should then be living, take a yearly Rentcharge of One thousand Pounds; and to the further Use that, as against the Life Estates of the said Marquis and Marchioness respectively, the Appointments therein-after made of Portions, and the Trusts therein-after declared of the Term of One thousand Years therein-after limited for raising such Portions, might have full Effect, notwithstanding any Provision in the said Indenture of Resettlement contained; and, subject to the Uses therein-before declared, to the Use of the said Marquis and his Assigns, for his Life, in restoration of the Estate for Life by the last-mentioned Indenture vested in him, and after his Decease to the Use of the said Marchioness and her Assigns, for her Life, without Impeachment of Waste, in restoration of the Estate for Life by the same Indenture vested in her and her Assigns, and of all Powers belonging thereto; and by the Indenture now in recital Earl *Vane*, in pursuance of the Powers for that Purpose given to him by the said Indenture of Resettlement, (but subject as therein mentioned,) appointed unto Countess *Vane* and her Assigns, in case she should survive him, a Jointure Rentcharge of Two thousand Pounds charged upon the Hereditaments and Premises thereby limited in strict Settlement, and also limited the same Hereditaments and Premises to the said Duke of *Marlborough* and *John Mirehouse*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years from the Decease of the said Earl *Vane*, upon trust for better securing the said Rentcharge or Rentcharges therein-before appointed to Countess *Vane* and her Assigns; and he also charged the said Hereditaments and Premises with the Payment of the Sums of Ten thousand Pounds, Twenty thousand Pounds, or Thirty thousand Pounds, for the Portion or Portions, according to their Number, of the younger Child or Children of his then intended Marriage, and also limited the same Hereditaments and Premises unto the said Lord *Adolphus Vane Tempest* and *James Edwards*, their Executors, Administrators, and Assigns, for the Term of One thousand Years from the Day of his Decease, upon trust for raising the said Portion or

Portions :

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Portions: And whereas the Marriage of Earl *Vane* and Countess *Vane* was duly solemnized, and there have been born of such Marriage Four Children only, (to wit,) the Honourable *Charles Stewart Vane Tempest*, commonly called Viscount *Seaham*, the Honourable *Frances Cornelia Harriett Emily Vane Tempest*, the Honourable *Henry John Vane Tempest*, and the Honourable *Avarina Mary Vane Tempest*, all of whom are now living, and are Infants: And whereas the Honourable *Charles Stewart Vane Tempest*, commonly called Viscount *Seaham*, is the eldest Son and Heir Apparent of Earl *Vane*, and as such is entitled to the First Estate in Tail Male limited by the said Indenture of Resettlement of the Twenty-ninth Day of *December* One thousand eight hundred and forty-two: And whereas, before and since the Execution of the said Indenture of Resettlement, the Trustees for the Time being of the said Terms of Five hundred Years and Six hundred Years (herein-after called "the Trustees," the present Trustees thereof being herein-after called "the present Trustees,") have applied Funds in their Hands in discharge of Sums charged on the Settled Estates, and they have out of the said Funds made Purchases of Advowsons and Lands, and paid off Mortgages, and partially (during the Life of the said Marquis) won the *Seaham* Colliery at a very large Expense (the said Colliery being Part of the said Settled Estates), and have acquired Lands for Terms of Years, and Leases of Collieries, Wayleaves, and other Advantages for working the said Collieries, and have renewed Leases of Collieries, and have paid Costs, Charges, and Expenses about and for the Transaction of the Business of the said Trust, such Funds including Funds in course of Accumulation, some of them created or appointed before and others after the Execution of the said Settlement, as well as Funds whose Period for Accumulation had ceased; and out of the same general Funds the present Trustees have, by the Hands of the said Marchioness, paid a Sum of Eighteen thousand Pounds for or towards the Completion of the winning of the said *Seaham* Colliery (which was so only partially won at the Time of the Death of the said late Marquis), and for or towards the Improvement of the *Pensher* Colliery, which also is Part of the said Settled Estates; and the said Trustees have also, out of the said general Funds, agreed to purchase from the said Marchioness, free from Encumbrances, for Twenty-two thousand Pounds, the Pit and Shaft belonging to the *Seaton* Colliery, for all the Residue of the Lease of the said *Seaton* Colliery which now belongs to her, and the Reversion of which Pit and Shaft, subject to the said Lease, is Part of the said Settled Estates, the said Marchioness reserving (out of the said Sale) to herself, her Executors, Administrators, and Assigns, the Right at all Times during the said Lease, and subject to the Terms and Conditions thereof, to work and get, by means of the said Pit and Shaft, the Coals and other Minerals from and out of the said *Seaton* Colliery, and any other Royalty or Royalties which now belong to her

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her, or which she may hereafter acquire, and to ventilate such Collieries by means of such Pit and Shaft: And whereas the Nature of the Trusts of the said Indenture of Resettlement (especially in respect to the winning of the *Seaham* Colliery conjointly with the winning by the Parties entitled thereto) of the *Seaton* Colliery, has imposed upon the Trustees Duties of a mercantile Character, and has rendered it necessary for them to employ Bankers, Colliery Viewers, Counsel, and other Agents: And whereas, owing to the Death of the said late Marquis as herein-before is stated, the Trustees did not receive, for so long a Period as might have been anticipated, the Profits of the *Grange* and *Kelloe* Collieries, or the Profits of the *Seaham* Colliery: And whereas the Monies which came under the Control of the present Trustees had been kept together, and have therefore been continued, as a common Fund, without distinguishing how much thereof represented each of the several Funds which were or ought to have been in course of Accumulation, and the half-yearly Sums were not always punctually paid or invested; and the Payments made by the several Tenants for Life were on various Occasions made in One gross Sum as on account of several of the accumulating Instalments (some due on the same Day, and others on different Days,) overdue at the Time of such Payments respectively: And whereas, by reason of the Facts and Circumstances aforesaid, the precise Amount which, by the Scheme of the said Indentures of Settlement and Resettlement, it was proposed to raise by means of each accumulating Fund, has not been produced, and it is now difficult to ascertain how much of the common Fund should be held as representing each Accumulation Fund, or whether any Accumulation Fund has been fully accumulated: And whereas, in this State of Things, Questions have been raised as to the Rights of the said Marchioness as the present Tenant for Life in respect of the said Trusts and Trust Funds, and especially of such Accumulation Funds (if any) as have been fully accumulated, and as to her Liabilities (in her own Right as such Tenant for Life, and as Executrix of the said late Marquis) in respect of all the past Transactions of and relating to the said Trusts and Trust Funds, and as to what are the annual Sums which ought to be raised and paid for the Purpose of future Accumulation under the said Trusts, and how long such Accumulations ought to be continued, and as to the Amounts on which she ought to be allowed Interest, and the Rate of such Interest, and the Time or Times from and for which such Interest should be allowed, and as to the Sums (if any) raiseable for Interest or otherwise in respect of Sums advanced or applied in Purchases, Renewals, or otherwise, out of Funds subject, at the Time of the Payment or Application thereof, to any Trust for Accumulation then in operation, and as to what Rights and Liabilities exist in respect to any Sums so paid or applied, and as to when Payment by the said Marchioness of Interest on Mortgages paid off by the

Trustees,

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Trustees, and on Monies invested by them in the Purchase of Real Estate, should cease, and such Questions are very difficult of Solution: And whereas the Dean and Chapter of *Durham*, the Lessors of the Leasehold Collieries, Part of the said Settled Estates, no longer grant Renewals of Leases on Fines: And whereas on the Thirty-first Day of *December* One thousand eight hundred and sixty the Amount of Mortgage Debt on the said Settled Estates had been by the Trustees reduced to and stood at the Sum of Seventy thousand Pounds: And whereas, under an Arrangement between the said Marchioness and the said Trustees on the making up of the Accounts between them, which resulted in the Figures next herein-after mentioned, she abandoned any Claim to Interest since the present Trustees came into Office on any Fund as an accumulated Fund, and as a Part of the same Arrangement the said Marchioness has allowed Interest on all Mortgages paid off and Rent in respect of all Lands purchased as aforesaid, and has also assigned to the Trustees new Leases effected by her of the *Rainton* and *Pittington* Collieries, of one of which Collieries the old Lease had expired, and of the other of which the old Lease was about to expire, both of such Collieries having originally been included in the said Settlement: And whereas, after deducting the said Sum of Twenty-two thousand Pounds agreed to be paid by the Trustees to the said Marchioness for the said Pit and Shaft as aforesaid, the Funds in the Hands of the Trustees on the said Thirty-first Day of *December* One thousand eight hundred and sixty were as follows; namely, One thousand and twenty-four Pounds Five Shillings and Sixpence in Cash at their Bankers, and Four thousand six hundred and ninety-nine Pounds Nineteen Shillings in the *Three per Cent.* Consols, and the said Marchioness owed them the Sum of Six hundred and seventeen Pounds Sixteen Shillings and Sevenpence: And whereas the Arrangements aforesaid have been made after careful Calculation, and with the Intention and with full Assurance that thereby the Objects and Purposes of the Trusts of the said Indentures of Settlement and Resettlement, as respects all past Accounts, Transactions, and Reckonings as between the several Tenants for Life and the several Trustees, may be and are more than satisfied: And whereas, besides the Funds already accumulated and in course of Accumulation, other Funds ought to be accumulated in respect of Monies already raised or expended, but the Period of Accumulation thereof has not yet commenced, and accumulating Funds would also have to be created under the Trusts of the said Indenture of Resettlement, to repay, at the Expiration of Twenty-one Years from the Date of the same respectively being paid, the said Sum of Eighteen thousand Pounds paid, and the said Sum of Twenty-two thousand Pounds agreed to be paid, for the Purposes aforesaid, as herein-before recited; and some of such several Funds have been, are, and will be small in half-yearly Amount, and the Expense of calculating, creating, and maintaining the same considerable: And

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whereas

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whereas by a Decree of the High Court of Chancery, made on the Twenty-ninth Day of *June* One thousand eight hundred and sixty-one, in a Cause in which the said Earl *Vane* was Plaintiff, and the said Duke of *Marlborough* and others were Defendants, it was ordered that there should be an Inquiry whether it would be for the Benefit of the Persons interested in the said Indentures of Settlement and Resettlement (in the said Order referred to as the Indentures of Settlement of One thousand eight hundred and twenty-two and One thousand eight hundred and forty-two in the Plaintiff's Bill mentioned) who were not *sui juris*, that an Application should be made to Parliament for such a Bill as in the said Order is referred to, and in case such Inquiry should be answered in the Affirmative it was ordered that the Bill to be presented to Parliament should be settled by the Judge: And whereas it appears by the Certificate of the Chief Clerk of his Honour the Vice Chancellor Sir *John Stuart* (the Judge to whose Court the said Cause is attached), dated the Sixteenth Day of *July* One thousand eight hundred and sixty-one, and duly approved and filed, the Inquiry directed by the said Decree has been answered in the Affirmative, and that the Bill for this Act has been subscribed by the said Vice Chancellor: And whereas by an Order made on the Twenty-third Day of *July* One thousand eight hundred and sixty-one, on the further Consideration of the said Cause, upon hearing the said Decree and the said Certificate read, and the several Instruments, Facts, and Events recited in the Preamble of the Bill for this Act, before the Recital of the said Certificate having been proved in the said Cause, the Court did approve of and sanction Application being made to Parliament for a Private Act to simplify the Trusts of the said Indenture of Settlement and Resettlement in the Manner proposed by the Bill for this Act, and for the other Purposes proposed to be effected by the said Bill in the Manner proposed to be enacted by the several Clauses therein contained: And whereas it is expedient that the new Provisions should be made which are herein-after contained; but the same cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, Earl *Vane*, on behalf of himself and of his Infant Son Viscount *Seaham*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

Short Title.

1. This Act may be cited for all Purposes as "*The Vane Tempest Estate Act, 1861.*"

Agreement
for Purchase
of the Seaton
Pit to be
completed.

2. The said Agreement for Sale and Purchase between the Marchioness and the Trustees shall be completed so soon as may be after the passing of this Act.

3. The

The Vane Tempest Estate Act, 1861.

3. The said Marchioness or other the Tenant for the Time being in possession under the said Indenture of Resettlement of the Twentieth Day of *December* One thousand eight hundred and forty-two shall, as from the Thirty-first Day of *December* One thousand eight hundred and sixty, keep down the Interest on the said Debt of Seventy thousand Pounds, or on so much thereof as shall for the Time being remain due, and on any further Sum which may be at any Time raised by the Trustees, and for the Repayment whereof it may not be proper to create an accumulating Fund under the Trusts of the said Indenture of Resettlement, and shall also pay to the Trustees for the Time being of the said Terms of Five hundred and Six hundred Years, half-yearly on the First Day of *January* and the First Day of *July* in each Year, up to and inclusive of the First Day of *July* which will be in the Year One thousand eight hundred and seventy-three, or such later Period at which the Fund to be produced by the Accumulation herein-after directed (including, as Part thereof, the Sum assured by any Policy to be effected under the Power in that Behalf herein-after contained) shall amount or be equal in Value to the Sum of Seventy thousand Pounds Sterling, a clear-Sum of Two thousand Two hundred and twenty-five Pounds, the First Payment to be considered as having become due on the First Day of *July* One thousand eight hundred and sixty-one; and the said half-yearly Payments, or any of them, if in arrear, may, with Interest at Four Pounds *per Centum per Annum*, be recovered under the Trusts of the said Terms of Five hundred Years and Six hundred Years, or either of them.

Tenant in possession to keep down the Interest on the Debt of 70,000*l.*, and to pay half-yearly, up to the 1st of July 1873, a clear Sum of 2,225*l.*

4. Subject to keeping down the said Interest and to the said half-yearly Payments, and to any Sums payable for Jointures or Interests or Portions, the said Marchioness or other the Tenant in possession as aforesaid shall be entitled to the Rents and Profits of the Settled Estates, discharged from all Trusts for Accumulation in the said Indenture of Settlement of the Eighth Day of *June* One thousand eight hundred and twenty-two and the said Indenture of Resettlement respectively contained, so far as the same Trusts relate to Monies raised or expended by the Trustees for the Time being on or before the Thirty-first Day of *December* One thousand eight hundred and sixty, or to the said Sum of Eighteen thousand Pounds, or to the said Sum of Twenty-two thousand Pounds, but subject to the said Trusts for Accumulation, so far as the same relate to Monies (if any) raised or expended since the Thirty-first Day of *December* One thousand eight hundred and sixty, or which may be hereafter raised or expended (save and except the said Sum of Twenty-two thousand Pounds).

Tenant in possession to be entitled to Rents and Profits of Settled Estates discharged from all Trusts for Accumulation in Indentures of Settlement and Resettlement, &c.

5. In

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The Sum of 617*l.* 16*s.* 7*d.* (if not applied in Costs) to be paid by the Marchioness to the Trustees, with Interest.

5. In case the Costs, Charges, and Expenses hereafter directed to be paid shall not exhaust the said Sum of Six hundred and seventeen Pounds Sixteen Shillings and Sevenpence, with Interest thereon at Four Pounds *per Centum per Annum* from the said Thirty-first Day of *December* One thousand eight hundred and sixty, the said Marchioness shall pay the Balance to the said Trustees of the said Term of Six hundred Years.

The half-yearly Sums paid to the Trustees to be treated as an accumulating Fund under the Trusts of the Indenture of Re-settlement.

6. The half-yearly Sums to be paid to the Trustees as aforesaid, and all Interest and Accumulations thereof respectively, shall be invested, accumulated, held, and applied by them in the Manner, upon the Trusts, and with the Powers, and in, upon, or with which the Funds raiseable under the Trusts of the said Two Terms of Years for creating any accumulating Fund, and the Investments and Accumulations thereof, were, during the Period of Accumulation, by the said Indenture of Resettlement directed to be invested, accumulated, held, and applied.

Certain Sums herein named, and the Fund produced by the Accumulation of the half-yearly Sums, to be treated as an accumulated Fund under the Trusts of the same Indenture.

7. The said Sums of One thousand and twenty-four Pounds Five Shillings and Sixpence, Four thousand six hundred and ninety-nine Pounds Nineteen Shillings Three *per Cent.* Consols, and Six hundred and seventeen Pounds Sixteen Shillings and Sevenpence, or so much thereof as shall remain after the Payment herein-after directed, and also the Fund of Seventy thousand Pounds to be produced by the Accumulation of the said half-yearly Sums of Two thousand two hundred and twenty-five Pounds, shall be held and applied by the Trustees in the Manner, upon the Trusts, and with the Powers in, upon, and with which the Funds raiseable for the Purpose of any Accumulation under the Trusts of the said Terms of Years as aforesaid, after the Period of Accumulation thereof has actually terminated, were, by the said Indenture of Resettlement, directed to be held and applied.

Power to Trustees to effect the Policy of Assurance for 70,000*l.* and apply Sums half-yearly in Payment of Premiums.

8. Provided always, That, notwithstanding the Clauses hereinbefore contained, it shall be lawful for the Trustees, with the Consent in Writing of the said Marchioness and the said Earl *Vane*, or of the Survivor of them, and, after the Death of such Survivor, at the Discretion of the Trustees, to effect a Policy or Policies of Assurance for a Sum or Sums of Money not exceeding in the aggregate the Sum of Seventy thousand Pounds, with any One or more respectable Insurance Office or Offices in *London* or *Westminster*, whereby such Office or Offices, in consideration of an annual Sum to be paid by way of Premium by the Trustees out of the said half-yearly Sum of Two thousand two hundred and twenty-five Pounds during the Period which shall elapse between the Time of effecting such Policy or Policies

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Policies and the said First Day of *July* One thousand eight hundred and seventy-three, or any Part of such Period, shall engage to pay at the Expiration thereof the Capital Sum insured, to the Intent that any Risk to be incurred from the Variation in Value from Time to Time of the Investment in or upon which the said half-yearly Sums and the Accumulations thereof would have to be laid out by the Trustees may be avoided by them; and the Trustees are hereby empowered to apply the said half-yearly Sums, or such Part thereof as may be required for that Purpose, in Payment of such Premiums, investing and accumulating in manner aforesaid so much of the same half-yearly Sums as shall not be so applied; and the Monies to be received by the Trustees upon any such Policy shall be held and applied by them in the Manner, upon the Trusts, and with the Powers in, upon, or with which the Fund to arise from the Accumulation of the Monies paid for the Premiums on such Policy would or ought to be held in case such Monies had been accumulated instead of being so paid as last aforesaid.

9. The Trusts of the said Indentures of Settlement and Resettlement respectively, as respects Accumulation Funds, and Monies to be accumulated or raised by Accumulation, are by this Act declared to have been and to be fully satisfied and performed up to the said Thirty-first Day of *December* One thousand eight hundred and sixty; and as regards the said Marchioness as the present Tenant for Life of the said Settled Estates, and also as the Executrix of her said late Husband, and also as regards the present and all former and all future Trustees, the said Sums of One thousand and twenty-four Pounds Five Shillings and Sixpence, Four thousand six hundred and ninety-nine Pounds nineteen Shillings Three *per Centum* Consols, and Six hundred and seventeen Pounds Sixteen Shillings and Sevenpence, shall, for all Purposes as between and against all Persons, and in all Courts and elsewhere, at all Times hereafter, be deemed and taken to be the Sums which on the said Thirty-first Day of *December* One thousand eight hundred and sixty were due from or ought to have been in the Hands of or accounted for by the Trustees; and it shall not be in anywise incumbent on the present or any future Trustees to take or render any Accounts for the Purpose of showing or endeavouring to ascertain whether or how far the said Sums do or do not represent the actual Sums which on the said Day were due from or ought to have been in the Hands of or accounted for by the Trustees: And the said Marchioness and the present Trustees and their respective Representatives and Estates and Effects, and also the Estate and Effects of the said *Charles William Vane* Marquis of *Londonderry* deceased, shall be and are hereby fully released, acquitted, and discharged from all Actions, Suits, Claims, and Demands whatsoever which could or but for this Act might at any Time hereafter be or have been brought, instituted, or made

Trusts of the Indentures of Settlement and Re-settlement declared to satisfied up to the 31st of Dec. 1860.

[*Private.*]

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against

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against them or any of them for or in respect of any Matter or Thing whatsoever done or omitted by them the said Marquis and Marchioness and Trustees, or any of them, as Tenants for Life of the said Settled Estates, or as the Trustees or Trustee for the Time being of the said Terms of Years, in connexion with or relation to the said Trusts or any of them up to the said Thirty-first Day of *December*, One thousand eight hundred and sixty, and as fully and effectually to all Intents and Purposes as if such Release or Releases were or had been given by all proper and competent Parties in respect of specifically declared and accurately specified Deeds or Omissions.

Expenses
of Act.

10. The Costs, Charges, and Expenses of and incidental to the passing of this Act, and of all Parties in reference thereto, shall be paid by the said Marchioness out of the said Sum of Six hundred and seventeen Pounds Sixteen Shillings and Sevenpence, so owing by her to the Trustees as aforesaid, and the Interest thereon since the Thirty-first Day of *December* One thousand eight hundred and sixty; and if such Amount shall be insufficient for that Purpose, then the Deficiency shall be paid by the Trustees out of the Cash at their Credit at their Bankers, or otherwise out of the said Sum of Four thousand six hundred and ninety-nine Pounds Nineteen Shillings Three *per Centum* Consols.

Provision
for Consent
of Lord
Adolphus
Vane Tem-
pest.

11. And whereas the said Honourable *Adolphus Frederick Charles William Vane Tempest*, commonly called Lord *Adolphus Vane Tempest*, is resident beyond the Seas, and his Consent to this Act has not yet been proved: Be it enacted, That this Act shall not, nor shall anything herein contained, be of any Effect as against the said *Adolphus Frederick Charles William Vane Tempest*, his Heirs, Executors, Administrators, or Assigns, until the said *Adolphus Frederick Charles William Vane Tempest* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding on the said *Adolphus Frederick Charles William Vane Tempest*, his Heirs, Executors, Administrators, and Assigns, as if such Consent had been obtained and proved before the passing of this Act; and that such Consent may be given in the Form or to the Effect following (that is to say):

‘ I do hereby consent to an Act of
‘ Parliament made and passed in the Year of the
‘ Reign of Her most Excellent Majesty Queen Victoria, intituled
‘ [here insert the Title of this Act].

‘ Given under my Hand this Day of
‘ One thousand eight hundred and

12. Saving

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12. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and every other Person, Body Politic and Corporate, and their respective Heirs Successors, Executors, and Administrators, (other than and except the several Persons who by this Act are expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, in, to, out of, or upon the said Settled Estates, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed if this Act were not passed.

General Saving.

13. Provided always, That the following Persons are excepted out of the General Saving in this Act contained, and are accordingly the only Persons bound by this Act; (to wit,) first, the said Marchioness and her Appointees and Assigns, as well in respect of her Life Estate as of any Power exerciseable by her under the said Indenture of Resettlement and the said Settlement of One thousand eight hundred and forty-six respectively; Earl *Vane* and his Appointees and Assigns, as well in respect of the said yearly Rentcharges to which he is entitled as of his Life Estate and any Power exerciseable by him under the said Indenture of Resettlement and the said Settlement of One thousand eight hundred and forty-six respectively; Countess *Vane* and her Assigns, in respect of the Jointure Rentcharge or Rentcharges limited to her by the said Settlement of One thousand eight hundred and forty-six; and the said Duke of *Marlborough*, as the surviving Trustee of the said Term of Two hundred Years by the same Settlement created for securing the same; Viscount *Seaham* and the Heirs of his Body; the said younger Son and Daughters and also the unborn Sons and Daughters of Earl *Vane*, and the respective Heirs of their Bodies, in respect of their Estates Tail under the said Indenture of Resettlement, and the same younger and unborn Sons and Daughters in respect of their Shares in the said Sums charged as Portions on the said Settled Estates under the said Settlement of One thousand eight hundred and forty-six; and the said Lord *Adolphus Vane Tempest* and *James Edwards* as the Trustees of the said Term of One thousand Years by the same Settlement created for securing the same Portions; the said Duke of *Marlborough* and *John Vandeleur Stewart*, their Executors, Administrators, and Assigns, as the Trustees of the said Terms of Five hundred and Six hundred Years; the said Lord *Adolphus Vane Tempest* and his Assigns in respect of his Estate for Life, and his unborn Sons and the Heirs of their respective Bodies in respect of their Estates Tail under the said Indenture of Resettlement; the said Lord *Ernest Vane Tempest* and his Assigns in respect of his Estate for Life, and his unborn Sons and the Heirs of their respective Bodies in respect of their Estates Tail under the said Indenture

Persons bound by Act.

of

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of Resettlement; and lastly the Heirs and Assigns of the said Earl *Vane*, and all other Persons, whether born or to be born, to whom any Estate was limited by the said Indenture of Resettlement to take effect in default of or subject to any Exercise of the Power of joint Appointment thereby reserved to Earl *Vane* and the Survivor of the said Marquis and Marchioness.

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

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

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1861.