



ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 6.

An Act to extend the Powers contained in the Will of the Right Honourable *John Savile Lumley Savile* Earl of *Scarborough* deceased, and in the "*Savile Estate (Leasing) Act, 1861,*" with respect to certain Estates in the County of *York*, Part of the *Savile* Estates devised by or subject to the Trusts of the said Will, and for other Purposes, and of which the Short Title is "*Savile Estate (Extension of Powers) Act, 1868.*" [31st *July* 1868.]

WHEREAS the Right Honourable *John Savile Lumley Savile* Earl of *Scarborough* (deceased), herein-after called "the Testator," made his last Will and Testament in Writing bearing Date the Twenty-second Day of *June* One thousand eight hundred and thirty-seven, and thereby, after reciting that he was seised of or well entitled to certain Freehold, Copyhold, or Customary and Leasehold Estates and Hereditaments in the Counties of *York* and *Durham*, late the Estate of Sir *George Savile* Baronet, deceased, and comprised in, and devised and bequeathed

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Will of the Right Hon. John Savile Lumley Savile, Earl of Scarborough, dated 22d June 1837.

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by, or which became limited or subject to the Uses or Trusts of his (the said Sir *George Savile's*) last Will and Testament, or which had been acquired by exchange for or allotted in respect thereof, or some Part thereof, subject, by virtue of some Settlement or Settlements executed by his (the Testator's) late Father and himself, to a Limitation to his first and other Sons successively in Tail Male, and also subject to divers Charges and Incumbrances affecting the said Estates and Hereditaments, and that he was also seised of and well entitled to certain Freehold and Leasehold Estates and Hereditaments in the County of *Nottingham*, also late the Estate of, and devised by, or which became limited or subject to the Uses or Trusts of the said Will of the said Sir *George Savile*, or which had been acquired as aforesaid, subject to divers Charges and Incumbrances affecting the same, and which said several Estates and Hereditaments in the said Counties of *York, Durham, and Nottingham* were therein-after in his said Will respectively called and distinguished by the Name of "the *Savile York and Durham Estates*," and "the *Savile Nottingham Estates*," and after also reciting that he was seised of certain Freehold Estates in the said County of *York* which descended to him on the Death of his late Father, and which he thereby declared were intended to pass by his said Will as Part and under the Denomination of "the *Savile York and Durham Estates*," and after reciting that he had purchased some Estates in the said County of *Nottingham* which he thereby declared were intended to pass by his said Will as Part and under the Denomination of "the *Savile Nottingham Estates*," and after reciting that he was also seised of or well entitled to certain Freehold and Leasehold Estates and Hereditaments in the Counties of *York, Lincoln, and Durham* to which *Richard* late Earl of *Scarborough* deceased was entitled for his Life, and to which his (the Testator's) Father, deceased, was afterwards entitled for his Life, and of which Freehold Estates Recoveries were lately suffered by his late Father and himself, subject to divers Charges and Incumbrances affecting the same, and which said last-mentioned Estates and Hereditaments were therein-after in his said Will called and distinguished by the Name of the "*Scarborough Estates*," the Testator gave, devised, and bequeathed all and singular the Freehold and Copyhold or Customary Manors, Advowsons, Messuages, Tenements, Farms, Lands, Rents, Tithes, and other Hereditaments in the Counties of *York, Durham, and Nottingham*, late the Estate of, and devised by, or which became limited or subject to the Uses or Trusts of the said Will of the said Sir *George Savile*, or which had been acquired as aforesaid, and called "the *Savile York, Durham, and Nottingham Estates*" as aforesaid, subject as to the said Hereditaments in the said Counties of *York and Durham* to the Limitation to his first and other Sons successively in Tail Male as aforesaid, and also all the

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the Estates in the same Counties respectively which descended to him on the Death of his said Father, and which had been purchased by him as aforesaid, and which were to be considered as Part of and to go along with the said *Savile* Estates respectively, and also all the Leasehold Estates in the Counties of *York*, *Durham*, and *Nottingham*, late the Estate of, and bequeathed by, or which became subject to the Trusts of the said Will of the said Sir *George Savile*, or had been acquired as aforesaid, and Parcel of the said Estates called "the *Savile* Estates," unto and to the Use of *George William Chad* of *Bagthorpe* in the County of *Norfolk*, Esquire (since deceased), and *Michael Bruce* of *Upper Brook Street* in the County of *Middlesex*, Esquire (now deceased), their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality thereof respectively, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Powers, Provisoos, and Declarations therein declared or expressed concerning the same respectively, and in part herein-after mentioned, (that is to say,) upon trust that they the said *George William Chad* and *Michael Bruce*, and the Survivor of them, and the Heirs, Executors, Administrators, or Assigns of such Survivor, should, by and out of the Rents, Issues, and Profits thereof, or by cutting down or Sale of Timber or other Trees, Wood, or Underwood fit for felling, and at the proper Seasons for felling, keep all the said Premises in good Repair, and pay and satisfy all Outgoings in respect thereof (save and except such Repairs and Outgoings as were to be done and paid by the Tenants or Lessees thereof, or of any Part or Parts thereof, pursuant to any Leases or Agreements under which the same were or should be holden,) and also all Expenses, Wages, and Salaries of any Receiver or Receivers, Agent or Agents, Steward or Stewards, Labourers or other Persons who should be employed by the said Trustees or Trustee in the Management and Care of the said Estates, and in collecting and receiving the Rents, Issues, and Profits thereof, which Receivers, Stewards, or Agents, Labourers or other Persons, his said Trustees respectively were thereby authorized from Time to Time to appoint and employ and again to displace at Discretion, and also from Time to Time renew such Leases of the Leasehold Estates therein-before bequeathed as were or should be renewable at the usual and accustomed Times of Renewal until some Person or Persons should become absolutely entitled to the said Freehold Premises respectively, such renewed Leases to be holden upon the Trusts thereby declared of the then subsisting Leases respectively, and pay all Fines, Fees, Costs, Charges, and Expenses attending such Renewals, and, subject as aforesaid, should, by and out of the Rents, Issues, and Profits of the said Hereditaments and Premises in the said Counties of *York* and *Durham*, or by cutting down and Sale of such Timber or other Trees, Wood,

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Wood, or Underwood on the same Hereditaments as aforesaid, levy and raise and pay unto the several Persons therein named during their respective Lives the several Annuities or yearly Sums therein mentioned; and the Testator declared his Will to be that, subject to the several Annuities, Costs, Charges, and Expenses therein-before directed to be paid out of the Rents, Issues, and Profits of the said Estates in the Counties of *York* and *Durham* therein-before devised, and the Money to arise by Sale of Timber or other Trees, Wood, or Underwood thereon, his said Trustees and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should pay and apply the Residue of the Rents, Issues, and Profits of the same Estates, and of the Monies to arise by Sale of Timber and other Trees, Wood, and Underwood thereon, in or towards Satisfaction of the several Charges, Incumbrances, and Sums of Money, and Parts or Shares thereof, mentioned and specified in the Second Schedule to his Will, and the Interest thereof respectively, in exoneration as well of his Personal Estate as of all other his Real Estates from the Payment thereof, and from and after full Payment thereof, then in and towards the Discharge of a Sum of Twenty thousand Pounds therein mentioned to be charged by way of Portions as well on the aforesaid Estates as on the Estates in the County of *Nottingham*, and mentioned in the Third Schedule to his said Will, and the Interest thereof, and to the Payment of which he had therein-after made the said *Nottingham* Estate in the first instance liable, and upon trust that they his said Trustees and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, by and out of the Rents, Issues, and Profits of the said Estates in the County of *Nottingham*, or by felling and selling Timber and other Trees, Wood, and Underwood thereon as aforesaid, pay and keep down Two several Jointure Rentcharges mentioned and specified in the Third Schedule to his said Will, and the Interest of the Sum of Twenty thousand Pounds raiseable for Portions mentioned also in the same Schedule, in exoneration of his Personal Estate and of all other his Real Estates from the Payment thereof; and the Testator thereby authorized his Trustees and Trustee for the Time being to invest any Money that might come into their Hands under or by virtue of the Trusts aforesaid, and which might not be immediately applicable for some or One of the Purposes aforesaid, in or upon Government or Real Securities, or in some or One of the Public Stocks or Funds, with full Power to alter and vary the same at Discretion, and the Testator directed that the Dividends or Interest arising therefrom should be applied for such Purposes as the Principal Money so invested was made applicable under or by virtue of the Trusts aforesaid; and the Testator thereby declared that, subject and without Prejudice to the respective Trusts aforesaid, and to the Costs, Charges, Losses, Damages,

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Damages, and Expenses which might be incurred by his said Trustees, or either of them, or any other Trustee or Trustees to be appointed as therein-after mentioned, their respective Heirs, Executors, or Administrators, or any of them, in or about the Execution of the Trusts aforesaid, and which they were thereby respectively authorized and empowered to deduct and retain accordingly, they the said *George William Chad* and *Michael Bruce*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should stand and be seised of and interested in all and singular the said Freehold, Copyhold, and Customary Hereditaments and Real Estates in the said Counties of *York* and *Durham* and *Nottingham* so devised as aforesaid upon the Trusts and to and for the Intents and Purposes therein declared or expressed concerning the same, and herein-after mentioned, that is to say, in trust for the Heirs of the Testator's own Body lawfully issuing, and in default of such Issue upon trust for *Henry Lumley* (now *Henry Savile*), therein described as One of the Sons of *Agnes Lumley*, and his Assigns during his natural Life, without Impeachment of Waste as far as was consistent with the Trusts therein-before declared, and upon further Trust during his Life to preserve the contingent Remainders and Estates therein-after limited from being defeated or destroyed, and after the Decease of the said *Henry Lumley* upon trust for the first and every other Son of the said *Henry Lumley* severally and successively according to Seniority in Tail Male, and in default of such Issue upon trust for *Augustus William Savile Lumley* (another Son of the said *Agnes Lumley*) and his Assigns during his natural Life, without Impeachment of Waste so far as was consistent with the Trusts therein-before declared, and upon further Trust, during his Life to preserve the contingent Remainders and Estates therein-after limited from being defeated or destroyed, and after the Decease of the said *Augustus William Savile Lumley*, upon trust for the first and every other Son of the said *Augustus William Savile Lumley*, severally and successively according to Seniority in Tail Male, and in default of such Issue upon trust for the Testator's Cousin *Richard George Lumley* (now Earl of *Scarborough*), therein described as the only Son of the Testator's late Cousin *Frederick Lumley*, and his Assigns during his natural Life, without Impeachment of Waste so far as was consistent with the Trusts therein-before declared, and upon further Trust during his Life to preserve the contingent Remainders and Estates therein-after limited from being defeated or destroyed, and after the Decease of the said *Richard George Lumley* upon trust for the first and every other Son of the said *Richard George Lumley* severally and successively according to Seniority in Tail Male, and in default of such Issue upon trust for the Testator's Uncle *Savile Henry Lumley* and his Assigns during his natural Life, without Impeachment of

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Waste so far as was consistent with the Trusts therein-before declared, and upon further Trust during his Life to preserve the contingent Remainders and Estates therein-after limited from being defeated or destroyed, and after the Decease of the said *Savile Henry Lumley* upon trust for the first and every other Son of the said *Savile Henry Lumley* severally and successively according to Seniority in Tail Male, and in default of such Issue upon trust for the Testator's Uncle Sir *William Lumley* and his Assigns during his natural Life, without Impeachment of Waste so far as was consistent with the Trusts therein-before declared, and upon further Trust during his Life to preserve the contingent Remainders and Estates therein-after limited from being defeated or destroyed, and after the Decease of the said Sir *William Lumley* upon trust for the first and every other Son of the said Sir *William Lumley* severally and successively according to Seniority in Tail Male, and in default of such Issue upon trust for the Testator's own right Heirs for ever; and the said Will contained a Proviso and Declaration that every Person who, under or by virtue of the Limitations or Trusts therein-before contained, should be entitled to the actual Possession or Receipt of the Rents and Profits of the said Estates called "the *Savile Estates*," or any of them, should within One Year after he should be so entitled, if he should then have attained the Age of Twenty-one Years, but if not then within One Year after he should have attained that Age, apply for and endeavour to obtain an Act of Parliament or proper Licence from the Crown, or take and use such other Ways and Means as might be requisite or proper, to enable or authorize him to take and use the Name of "*Savile*," and no other Surname, and to bear the Arms of *Savile* only, or to quarter the same with his own Family Arms, and that in case any such Person or Persons should refuse or neglect to take and bear such Surname and Arms, and to take and use the Steps or Means which should be requisite and proper to enable and authorize him or them so to do by the Space of One Year, to be computed as aforesaid, the Limitation or Trust therein-before contained to or for the Benefit of the Person so neglecting or refusing, whether for Life or in Tail Male, should cease, determine, and be absolutely void, and the said Estates should immediately thereupon go to the Person next beneficially entitled in remainder under the Limitations or Trusts therein-before contained in the same Manner as if the Person or Persons whose Estate or Estates should so cease being Tenant or Tenants for Life was or were dead, or being Tenant or Tenants in Tail Male was or were dead without Issue Male, without Prejudice nevertheless to any Jointure or Jointures, Portion or Portions, Lease or Leases, which previously to such Cesser or Determination should have been charged, made, or created by virtue or in exercise of any of the Powers therein-after contained;

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contained; and the said Will contained a Proviso that the Cesser or Determination of any Estate or Estates of any Tenant or Tenants for Life should not operate to exclude, prevent, or prejudice any of the contingent Remainders therein-before limited to or in trust for the Son or Sons of such Tenant or Tenants for Life, or any other Person or Persons, but that the Estate therein-before limited to the said Trustees should, during the Life of every such Tenant for Life after such Cesser or Determination, continue for preserving such contingent Remainders, and giving them Effect as they might arise, and that immediately after such Cesser of any Estate for Life, and during the Vacancy and Contingency of such then expectant Remainder, the Rents and Profits which would have belonged to such Tenant or Tenants for Life if such Cesser or Determination had not taken place should be paid and applied in such Manner as the same would have been payable or applicable in case such Tenant or Tenants for Life were actually dead, so that from and immediately after such Cesser or Determination the Issue Male of each such Tenant for Life entitled for the Time being under the Limitations aforesaid to the said Estates immediately upon the Decease of such Tenant or Tenants for Life might be entitled to the Rents and Profits of the said Estates for his and their own Use and Benefit during the Life of the Parent as if such Parent were dead, and that in case no such Issue Male should be in existence then during the Vacancy or Contingency of such Issue Male the Person next beneficially entitled for the Time being under the Limitations aforesaid to a vested Remainder in the said Estates expectant upon the Decease of such Tenant or Tenants for Life, and Failure of his or their Issue Male, should and might be entitled to the said Rents, Issues, and Profits for his and their proper Use and Benefit respectively, but without any Exclusion of or Prejudice to the Estate, Interest, or Right of any such Issue Male afterwards coming into existence, but only from the Time of the Birth of such Issue Male respectively; and in the said Will are contained Powers of jointuring as to the said *Savile Nottingham* Estates, and Powers of charging Portions as to the said *Savile York, Durham, and Nottingham* Estates; and the Testator directed that the said *George William Chad* and *Michael Bruce*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in all and singular the Leasehold Estates in the Counties of *York, Durham, and Nottingham* respectively, Parcel of the Estates late of the said *Sir George Savile* deceased, or which had been so acquired as aforesaid, and called "the *Savile Estates*," so given and bequeathed to them as aforesaid, subject as aforesaid, upon such respective Trusts, and to and for such respective Intents and Purposes, and with, under, and subject to such respective Powers, Provisoes, Limitations, and Declarations,

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rations, as would best and nearest correspond and agree with the respective Trusts, Intents, and Purposes, Powers, Provisoes, Limitations, and Declarations, in and by his said Will contained, declared, or expressed of and concerning the said respective Freehold Hereditaments and Premises therein-before devised as were situate in the said respective Counties in which such Leaseholds were respectively situate, but so as not to double or increase any annual Sum or Sums in gross thereby given or authorized to be charged; and in the said Will is contained a Proviso that no Heir of the Testator's Body living at his Decease, nor any Son of any Person who by virtue of his said Will should become Tenant for Life of the said Freehold Hereditaments and Premises respectively, should take an absolute Estate and Interest in the said Leasehold Premises respectively, or any of them, until such Heir of his Body or such Son of any Tenant for Life should attain the Age of Twenty-one Years, but so nevertheless as not to deprive any such Person of the Rents, Issues, and Profits of the said Leasehold Premises during his Minority; and the said Testator directed (so far as he was authorized and empowered so to do) that all Sums of Money, Stocks, Funds, and Securities which might have arisen from Sales to redeem Land Tax, or from any other Sales, or in any other Manner from any of the *Savile* Estates in the Counties of *York* and *Durham*, and which were subject or applicable to the same Uses or Trusts as the said Estates in the Counties of *York* and *Durham*, should be paid and applied in or towards Payment of the several Charges and Incumbrances therein-before directed to be paid by and out of the Rents, Issues, and Profits of the said *Savile* Estates in the Counties of *York* and *Durham*; and the Testator thereby gave, devised, and bequeathed all and singular the Freehold and Copyhold or Customary Manors, Rectories, Advowsons, Messuages, Farms, Lands, Rents, Tithes, and Hereditaments in the Counties of *York*, *Lincoln*, and *Durham* to which *Richard* then late Earl of *Scarborough* deceased was entitled for his Life, and to which the Testator's late Father was afterwards entitled for his Life, and called "the *Scarborough* Estates," and also all the Leasehold Estates in the said Counties of *York*, *Lincoln*, and *Durham*, Parcel of the said Estates called "the *Scarborough* Estates," unto and to the Use of the said *George William Chad* and *Michael Bruce*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, and Declarations, therein limited, expressed, or referred to of and concerning the same, and in part herein-after mentioned, (that is to say,) upon certain Trusts therein declared for raising and paying certain Life Annuities and Sums of Money therein mentioned or referred to, and, subject thereto,

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thereto, upon trust for the Testator's said Cousin *Richard George Lumley* (now Earl of *Scarborough*) and his Assigns during his natural Life, without Impeachment of Waste so far as was consistent with the prior Trusts therein declared, and upon such other several and successive Trusts as were therein-before declared of and concerning the said Estates and Hereditaments called "the *Savile Estates*" subsequent to the Trust for the said *Richard George Lumley* (now Earl of *Scarborough*) and his Assigns for his Life, and as if the same were thereby repeated, but nevertheless with such Restrictions as to the absolute vesting of Leasehold Estates, and such other Restrictions as were therein-before declared with respect to the Leasehold Part of the said *Savile Estates*, and with, under, and subject to such Powers, of jointuring and charging Portions and other Powers as were in and by his said Will therein-after contained and conferred of or concerning or with respect to his said Estates called the *Scarborough Estates*; and in the said Will are contained Powers of jointuring and charging Portions as to the said *Scarborough Estates*; and in the said Will is contained a Proviso and Declaration that if any Person whom he had before made Tenant in Tail Male by Purchase of his said Estates respectively called the "*Savile Estates*" and the "*Scarborough Estates*" respectively therein-before devised, or of any or either of the same Estates, should happen to be born in his Lifetime or in due Time after his Decease, then and in every such Case the Estate in Tail Male thereby directly or by reference devised and limited to or in trust for such Person should not take effect, but in lieu and in the immediate Place and Stead of such Estate in Tail Male the Testator directed that his said Trustees and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should stand seised and possessed of and interested in the said Estate whereof the Person so made Tenant in Tail Male by Purchase as aforesaid, and who should be born in his Lifetime or in due Time afterwards, would have become entitled under or by virtue of the Trusts or Limitations aforesaid, upon trust for each such Person so born whose Estate in Tail Male he had so declared should not take effect, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste so far as was consistent with the Trusts therein-before declared, and upon further Trust during the Life of each such Person as aforesaid to support and preserve the subsequent contingent Remainders and Estates from being defeated or destroyed, and from and after the Decease of such Person upon trust for the first and every other Son of his Body lawfully issuing severally, successively, and in remainder one after another as they and every of them should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and respective Bodies of such

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Sons respectively lawfully issuing, the elder of such Sons and the Heirs Male of his Body lawfully issuing to be always preferred to and take before the younger of such Sons and the Heirs Male of his and their Body and Bodies lawfully issuing; and in the said Will is contained a Proviso and Declaration that it should be lawful for each and every Person for the Time being entitled for his Life, under the respective Trusts or Limitations aforesaid, to his said Estates and Hereditaments called the "*Savile Estates*" and the "*Scarborough Estates*" respectively therein-before by him devised, or to either of the said Estates, when and as he or she should be in the actual Possession of the same Estates respectively, if such Person should be of the full Age of Twenty-one Years, and if not then for the Guardian or Guardians for the Time being of each such Person during his Minority, and also for the Guardian or Guardians for the Time being of every or any Person for the Time being entitled as Tenant in Tail Male in possession by Purchase to the said Estates, or either of them respectively, under the respective Limitations aforesaid, during the Minority of each such Person or Persons, by Indenture or Indentures to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, to demise, lease, or grant all or any of the Manors and other Hereditaments to which the Person by whom, or whose Guardians, the Power now in recital should for the Time being be exerciseable as aforesaid, should be entitled, under the respective Limitations aforesaid, (except certain Portions therein mentioned of the said Estates respectively called "*the Scarborough Estates*" and "*the Savile Nottingham Estates*,") unto any Person or Persons for any Term or Number of Years not exceeding Twenty-one Years, so as every such Demise, Lease, or Grant should be made to commence and take effect in possession and not in reversion, remainder, or expectancy, or by way of future Interest, and so as by every such Demise, Lease, or Grant there should be reserved and made payable half-yearly or oftener during the Continuance of the same respectively, to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most improved yearly Rent or Rents that could be reasonably obtained for the same, without taking any Fine or Income, or anything in the Nature thereof, for or in respect of the making of such Demises, Leases, or Grants respectively (the Surrender of any subsisting Lease not being considered in the Nature of a Fine or Income), and so as in every such Demise, Lease, or Grant there should be contained a Condition or Proviso for Re-entry in case the Rent or Rents thereby respectively to be reserved should be behind or unpaid for the Space of Twenty-one Days or less next after the same should respectively become due or payable, and so

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as none of the respective Lessees should be, by any Clause or Words therein contained, made free from Impeachment of or dispunishable for Waste, and so as the Lessee or Lessees to whom any such Lease should be made as aforesaid should seal and deliver a Counterpart or Counterparts of such Lease or Leases respectively, and should thereby respectively covenant for the Payment of the Rents and Reservations to be thereby respectively reserved and made payable, and also in like Manner to demise, lease, or grant all or any Part or Parts of the same several Estates (except as aforesaid) unto any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years, to be computed from the Time or respective Times of granting the same, or from the Determination of any subsisting Leases which respectively might have not more than Ten Years to run at the Time or respective Times of granting such new Lease or Leases, and provided the new Term and the subsisting Term should not together exceed Ninety-nine Years, either for the Purpose of repairing such Houses or other Buildings as were or should be erected, or for erecting any new Houses or Buildings in or upon the same Premises, or any Part thereof, or otherwise improving the same, and with or without Liberty for the Lessee or Lessees to pull down any old Buildings, and convert the Materials to such Purposes as should be agreed upon, and also to dig and excavate any Earth, Clay, or Sand upon or out of any convenient Part or Parts of the said Ground and Premises thereby authorized to be leased, and to manufacture the same into Bricks or Tiles to be expended in such new Buildings, Repairs, or Improvements as aforesaid, and also to lay out and appropriate any Part or Parts of the said Ground or Premises as and for a Square or Squares, Street or Streets, Way or Ways, Passage or Passages, Garden or Gardens, for the Use and Convenience of such Lessee or Lessees and other the Tenants and Occupiers for the Time being of the said Estates in such Manner as should be stipulated and agreed upon, so as in every such Demise or Lease as last mentioned there should be reserved and made payable during the Continuance thereof such yearly Rent or Rents to be incident to and go along with the Reversion or Remainder of the Hereditaments therein comprised as therein-after mentioned, (that is to say,) during the Time to run of the subsisting Leases of the same Premises respectively such and the like Rents as by the same Leases might be severally reserved and made payable for or in respect of the same Premises respectively, or greater Rents in case the subsisting Leases should be surrendered, but if such subsisting Leases should be kept on foot then with or without any additional Rent during the subsisting Leases, and as to the Premises comprised in such subsisting Leases of the said Premises respectively from the Time or respective Times of the Determination of such subsisting Leases,

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Leases, and as to such Premises as should not be on Lease from the Time or respective Times of granting such Lease or Leases respectively such yearly Rent or Rents as could be reasonably had or obtained for the Premises to be therein comprised without actually taking any Sum or Sums of Money or other Thing by way of Fine, Premium, or Foregift for making or granting any such Demise or Lease, and so as in every such Demise and Lease there should be contained Covenants on the Part of the Lessee or Lessees for Payment of the Rent or Rents thereby reserved, and for erecting and building such Erections and Buildings, and doing and making such Repairs and Improvements as should be stipulated and agreed upon in and upon the said demised Premises, and for insuring the same against Fire in some or One of the public Offices in *London* or *Westminster* to the Extent of Two Third Parts at the least of the Value of the Buildings, and for upholding the same Premises and other Buildings thereon in good and tenantable Repair during the Continuance of such Lease, and also a reasonable Condition or Clause of Re-entry in case of Nonpayment of the Rent, or the Breach or Non-performance of any of the Covenants thereby and therein reserved and contained, and so as the Lessee or Lessees to whom any such Demise or Lease should be granted as last aforesaid be not by any Clause or Words therein contained made punishable for Waste, or exempted from Punishment for committing Waste (except so far as might be necessary for the Purposes aforesaid), and should seal and deliver a Counterpart of such Demise or Lease; and the said Will also contained a Proviso and Declaration that it should be lawful for each and every Person for the Time being entitled for his or her Life under the respective Trusts or Limitations aforesaid to his said Estates and Hereditaments called the "*Savile Estates*" and the "*Scarborough Estates*" respectively therein-before devised, or to either of them, when and as he or she should be in the actual Possession of the same Estates or either of them respectively, if such Person should be of the full Age of Twenty-one Years, and if not then for the Guardian or Guardians for the Time being of each such Person during his Minority, and also for the Guardian or Guardians for the Time being of every or any Person for the Time being entitled as Tenant in Tail Male in possession by Purchase to the said Estates or either of them respectively under the respective Trusts or Limitations aforesaid during the Minority of each such last-mentioned Person, by any Deed or Deeds, Writing or Writings, to be by him, her, or them respectively sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to demise, lease, and grant all and every or any of the Mines, Lodes, Veins, Seams, Springs, Pipes, and Floats of Tin, Copper, Lead, Lead Ore, Coal, Iron, Ironstone, and other Mines, Metals, or Minerals, and Quarries, then already opened, found, or discovered, or to be
thereafter

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thereafter opened, found, or discovered, in, under, or upon the Lands, Hereditaments, and Premises to which the Person by whom, or by whose Guardian or Guardians, the Power now in recital should for the Time being be exerciseable as aforesaid, should be entitled under the same respective Trusts or Limitations as aforesaid; or any of them, or any Part or Parcel thereof (except as aforesaid), unto any Person or Persons for any Term or Number of Years not exceeding Forty-two Years, to commence and take effect in possession and not in reversion, remainder, or expectancy, or by way of future Interest (but so nevertheless as not to prevent the granting of any new Lease on the Surrender of any Lease as might be then subsisting), and upon such Terms and in such Manner as should be usual in the like Cases in the County or Place where the said Mine or Mines, Quarry or Quarries, and Premises so to be demised, leased, or granted were or should be found, opened, or discovered, with full and free Liberty, Licence, Power, and Authority to be therein contained to search, dig for, sink, drive, win, work, and make Grooves, Shafts, Drifts, Pumps, Trenches, Levels, Pools, Sluices, Ways, Gates, Water Gates, and Watercourses, and to erect Engines, Mills, or Gins, and to use all other lawful Ways or Means as well for the finding, discovering, winning, working, and getting of Tin, Copper, Lead, Lead Ore, Coal, Iron, Ironstone and other Stones, Mines, Metals, and Minerals from and out of the said Mines, Quarries, Works, and Premises, as for the avoiding and carrying away Water, foul Air, and other Impediments from and out of the same, and also to use, have, and enjoy sufficient Ground Room, Heap Room, and Pit Room for laying, placing, stamping, dressing, and manufacturing the Tin, Copper, Lead, Lead Ore, Coal, Iron, Ironstone and other Stones, Metals, Mines, and Minerals, Earth and Rubbish, that should from Time to Time proceed from or be wrought, dug up, or gotten out of the same Mines, Quarries, or Works, or any of them, and also full and sufficient Right of Ingress, Egress, and Regress Way and Passage from Time to Time during the Continuance of such Demises, Leases, and Grants respectively to take, lead, and carry away with Horses, Carts, Wains, Waggon, and other Carriages or otherwise all the Tin, Copper, Lead, Lead Ore, Coal, Iron, Ironstone and other Stones, Mines, Metals, and Minerals, and other Produce aforesaid, to be wrought, dug up, or gotten in, from, and out of the said Mines, Quarries, and Works respectively, and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up in any convenient Place or Places near any of the said Mines, Quarries, and Premises so to be demised or leased as aforesaid all such Houses, Hovels, Lodges, Sheds, or other Buildings and Works as should from Time to Time be needful or convenient for the Workmen to be employed, or for keeping or preserving therein all or any of the Gear, Implements,

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and

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and Utensils to be used or employed in or about the said Mines, Quarries, and Premises, or for all or any of the necessary Purposes of the same Works and Premises, and also to dig up and get Stones, Peat Sods, and Clay or Spar for the making, building, or repairing of such Houses,hovels, Lodges, Sheds, and other Buildings or Works, and to do whatever else should be deemed needful or requisite for, on, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Tin, Copper, Lead, Lead Ore, Coal, Iron, Ironstone and other Stones, Mines, Metals, and Minerals, and other Produce, from, upon, or out of the said Mines, Quarries, and Premises, and for manufacturing, leading, and carrying away the same, and otherwise to act and do in and about the Premises as should be thought requisite and proper, and as is usual in Cases of the like Nature, so as in every such Demise, Lease, or Grant respectively there might be made payable half-yearly or oftener during the Continuance thereof, to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most improved Rent or Rents, Tolls, Duties, or Reservations that could be reasonably had or gotten for the same, and without taking any Fine or Income, or other Thing in the Nature of or in lieu of any Fine or Income (the Surrender of any existing Lease not being considered in the Nature of Fine or Income), for or in respect of the making such Demises, Leases, or Grants respectively, and so as in every such Demise, Lease, or Grant so to be made as last aforesaid there be contained a Condition or Proviso of Re-entry in case of the Non-payment of the Rent or Rents, Tolls, Duties, or Reservations thereby to be respectively reserved or made payable, and so as that the respective Grantees and Lessees should execute Counterparts of all such Grants, Demises, and Leases respectively, and enter into such Covenants or Agreements for the working and managing of the said Mines, Quarries, and Works as were usual in like Cases, and for duly rendering and paying the Rent or Rents, Tolls, Duties, or Reservations thereby to be reserved or made payable; and in the said Will is contained a Proviso and Declaration that it should be lawful for the said *George William Chad* and *Michael Bruce*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns respectively of such Survivor, or other the Trustee or Trustees for the Time being of the said Will, and they and he were thereby authorized and empowered, at any Time or Times thereafter, at the Request and by the Direction of the Person for the Time being entitled, under the respective Trusts or Limitations thereinbefore contained, to the Testator's said respective Estates called the *Savile* and *Scarborough* Estates, or either of them, for an Estate for his or her Life, or in Tail Male by Purchase, if such Person should then be of the full Age of Twenty-one Years (such Request and Direction

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Direction to be testified by some Writing or Writings under the Hand and Seal of the Person for the Time being empowered to make such Request or Direction as aforesaid), to make sale, alien or dispose of, or convey in Exchange or by way of Partition for or in lieu of other Messuages, Lands, or Hereditaments in *England*, all or any Part of the said Hereditaments and Premises respectively called the *Savile* Estates and the *Scarborough* Estates therein-before by him devised (except certain Portions therein mentioned of the said *Scarborough* Estates and the said *Savile Nottingham* Estates respectively), with their Appurtenances, and the Inheritance thereof in Fee Simple, or the absolute Estate or Interest in the Copyhold or Customary and Leasehold Parts thereof, to any Person or Persons whomsoever, either together or in Parcels, and for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, as to them the said Trustees or Trustee for the Time being of the said Will should seem reasonable, and for the Intents and Purposes aforesaid, or any of them, it should and might be lawful to and for the said Trustees or Trustee for the Time being of the said Will, at such Request and by such Direction, and so testified as aforesaid, by any Deed or Deeds, Writing or Writings, to be by the said Trustees or Trustee for the Time being sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, determine, and make void all and every the Trusts, Limitations, Estates, Powers, Provisoos, and Agreements therein-before limited, expressed, declared, and contained of and concerning the Hereditaments so to be sold or conveyed by way of Exchange or Partition, or any Part thereof, and by the same or any other Deed or Deeds, Writing or Writings, to be by them or him sealed and delivered, and to be attested as aforesaid, to convey and assure the Hereditaments the Trusts whereof should be so revoked as aforesaid so and in such Manner as to effect such Sale, Exchange, Disposition, or Partition as aforesaid, and that upon every such Exchange or Partition as aforesaid it should be lawful for the said Trustees or Trustee for the Time being of the said Will to receive or take or agree to pay any Sum or Sums of Money by way of Equality of Exchange or Partition, and to limit or demise the Hereditaments to be received in Exchange or upon any Partition to any Person or Persons for any Term or Number of Years either by way of Mortgage, or upon any Trusts for securing the Payment of any Sum or Sums of Money which the said Trustees or Trustee should agree to pay for Equality of Exchange or Partition, and also upon Payment of any Money to arise by such Sale of the said Hereditaments, or any Part thereof, or to be received or taken for or by way of Equality of Exchange or Partition, it should and might be lawful to and for the said Trustees or Trustee for the Time being to give and sign

Receipts

Savile Estate (Extension of Powers) Act, 1868.

Receipts for the Money for which the same should be so sold, or which should be so received for Equality of Exchange or Partition, which Receipts should be sufficient Discharges to the Person or Persons paying the same respectively for such Sum and Sums of Money as in such Receipts respectively should be acknowledged to be received, and that the Person or Persons paying the same respectively, and taking such Receipt or Receipts for the same as aforesaid, should not afterwards be obliged to see to the Application or be in anywise answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof; and in the said Will is contained a Proviso and Declaration that when all or any Part or Parts of the said several Estates and Hereditaments thereby respectively made saleable as aforesaid should be sold in pursuance of the said Will for a valuable Consideration in Money, and also when any Sum or Sums of Money should be received for Equality of Exchange or Partition in pursuance of the Power therein-before given, then they the said *George William Chad* and *Michael Bruce*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Will, should with all convenient Speed, with the Consent in Writing of the Person or Persons who would (subject to the prior Trusts aforesaid) under or by virtue of the Trusts or Limitations therein-before contained, or to be contained or referred to in the Settlement or Conveyance therein-after directed, or any of them, be for the Time being in the actual Possession or entitled to the Receipt of the Rents and Profits of the Hereditaments to be purchased as therein-after mentioned or directed, in case the same were then actually purchased, if such Person or Persons should be of full Age, and if not then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, lay out and invest all and every the Sum and Sums of Money which should arise by such Sale or Sales, and be paid for Equality of Exchange or Partition as aforesaid, in the Purchase of other Messuages, Lands, or Hereditaments in possession, to be situate, being, or arising somewhere in that Part of *Great Britain* called *England*, of a clear indefeasible Estate of Inheritance in Fee Simple (whereof any Part not exceeding One Fourth Part in any One Purchase might, if the Trustees or Trustee for the Time being of the Power now in recital should think fit, be Copyhold of Inheritance), and as well the Hereditaments so to be purchased, as all and every the Hereditaments so to be received in Exchange or on Partition as aforesaid, should thereafter be forthwith settled, conveyed, and assured (subject as to the Hereditaments received in Exchange or on Partition to any Term of Years which should be limited or granted therein as aforesaid by way of Mortgage or upon any Trusts for securing any Sum or Sums of Money which the said

Trustees

Savile Estate (Extension of Powers) Act, 1868.

Trustees or Trustee should agree to pay for Equality of Exchange or Partition as aforesaid), to, for, and upon such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Limitations, and Declarations, as were in and by the said Will declared and contained of and concerning the Hereditaments which should have been so sold or conveyed in Exchange or Partition, or as near thereto as the Deaths of Parties and other Contingencies or the Circumstances of the Case would permit; and in the said Will is contained a Proviso and Declaration that in the meantime and until the Money to arise by such Sale or Sales, or to be received for Equality of Exchange or Partition as aforesaid, should be laid out and invested in a Purchase or Purchases in the Manner therein-before directed, it should be lawful for the said *George William Chad* and *Michael Bruce*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Will, by and with such Consent and so testified as last aforesaid, from Time to Time to place out and invest such Sum or Sums of Money in the Public Stocks or Funds, or at Interest upon Government or Real Securities in *Great Britain*, and from Time to Time, with such Consent and so testified as aforesaid, to alter, vary, sell, transfer, and dispose of such Stocks, Funds, or Securities, and again to lay out and invest the Money arising by such Alteration, Sale, Transfer, or Disposition upon new or other Stocks or Funds, or at Interest upon Government or Real Securities of the like Nature, as often as Occasion should require, and the Interest, Dividends, and annual Proceeds arising from such Stocks, Funds, or Securities should from Time to Time go and be paid and payable to such Person or Persons, and be applied to, for, and upon such Trusts, Intents, and Purposes, and in such Manner and Form, as the Rents and Profits of the Hereditaments to be purchased therewith would go, be payable, or applicable in case such Purchase or Purchases were actually made; and in the said Will is contained a Proviso and Declaration that it should be lawful for the Trustees or Trustee for the Time being of the said Will, at such Time and Times as they or he should in their or his Discretion deem prudent and proper, to settle and assure all and singular the Testator's several Estates therein-before devised and bequeathed to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, Limitations, and Declarations, as would best and nearest correspond and agree with the Trusts, Intents, and Purposes, Powers, Provisoes, Limitations, and Declarations, therein-before and therein-after contained, declared, or expressed of and concerning the same Estates respectively, or such of them as should be then subsisting or capable of taking effect, and to insert in such Settlement or Settlements all such further and other

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Powers,

Savile Estate (Extension of Powers) Act, 1868.

Powers, and to extend the Powers of leasing and other Powers therein-before contained (except the Powers of jointuring and charging Portions), as they or he, or their or his Counsel, should deem fit and advisable, but so that the same should be conformable to the general Spirit and Intent of the said Will, and also that in the meantime, and until such Settlement or Settlements should be made, it should be lawful for his Trustees or Trustee for the Time being to join and concur with the Person or Persons exercising all or any of the equitable Powers therein-before given or reserved to him, her, or them respectively so as to give a legal Operation and Effect to the Exercise of all or any of such Powers respectively; and in the said Will is contained a Proviso and Declaration that in case the said *George William Chad* and *Michael Bruce*, or either of them, or any future Trustee or Trustees to be appointed as therein-after mentioned, should die, or desire to be discharged of or from, or should refuse or become incapable to act in, the Trusts thereby in them reposed, then and in every such Case it should and might be lawful to and for the said *George William Chad* and *Michael Bruce*, or the Survivor of them, or the Executors or Administrators of such Survivor, and so for every or any future Trustees or Trustee to be appointed as therein-after mentioned, at any Time or Times before the Trusts thereby in them respectively reposed or to be reposed should be fully executed and performed or discharged, by any Writing or Writings under their or his Hands and Seals or Hand and Seal, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees upon the Trusts thereby reposed in them the said *George William Chad* and *Michael Bruce*, and for that Purpose to make, do, and execute, and cause to be made, done, and executed, all proper Acts, Conveyances, Transfers, Assignments, and Assurances in the Law so as legally and effectually to vest the said Trust, Estates, and Premises in such new or other Trustee or Trustees only, or jointly with such continuing Trustee or Trustees, as the Case should require, upon the same Trusts and for the same Purposes as were therein-before declared of and concerning the same Trust, Estates, and Premises respectively, and which should be then subsisting undetermined and capable of taking effect, and then and in every such Case all and every such new Trustee and Trustees should and might in all things act and assist in the Management, carrying on, and Execution of the same Trusts to all Intents, Effects, Constructions, and Purposes whatsoever, and should have and be vested with such and the same Powers and Authorities as if he or they had been originally thereby named and appointed Trustee or Trustees for those Purposes, and the Testator appointed the said *George William Chad* and *Michael Bruce* Executors of his said Will:

And

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And whereas the Testator afterwards made a Codicil to his said Will, which Codicil bears Date the Eighteenth Day of *July* One thousand eight hundred and thirty-seven, but he did not thereby revoke or alter his said Will so far as the same is herein-before recited :

First Codicil to the said Will, dated the 18th July 1837.

And whereas the Testator afterwards made another Codicil to his said Will, which last-mentioned Codicil bears Date the Fourteenth Day of *August* One thousand eight hundred and fifty, and thereby, after reciting (among other things) that the said *George William Chad* had departed this Life, the Testator nominated and appointed his Friend *Thomas Wildman* of *Newstead Abbey* in the County of *Nottingham*, Esquire, a Colonel in Her Majesty's Army (now deceased), to be a Trustee and Executor of his said Will in the Stead or Place of the said *George William Chad*, and in conjunction with the said *Michael Bruce*, and the Testator gave, devised, and bequeathed all the Freehold and Copyhold or Customary and Leasehold Manors, Advowsons, Messuages, Tenements, Farms, Lands, Rents, Tithes, and Estates by his said Will given, devised, and bequeathed unto the said *George William Chad* and *Michael Bruce* in trust as therein mentioned, with the Appurtenances, unto and to the Use of the said *Michael Bruce* and *Thomas Wildman*, their Heirs, Executors, Administrators, and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, by and in the said Will and therein-after declared and expressed of and concerning the same, or such of the same Trusts, Intents, Purposes, Powers, Provisoos, and Declarations as should at the Time of his Decease be capable of taking effect, in such and the same Manner as if the Name of the said *Thomas Wildman* had been in his said Will inserted instead of the Name of the said *George William Chad*; and the Testator gave and devised all those Three Closes of Land called by the Names of the *First Ox Close*, the *Second Ox Close*, and the *Third Ox Close*, situate in the Parish of *Maltby* in the County of *York*, and then lately purchased by him of Earl *Fitzwilliam* and his Son Viscount *Milton*, and also all Messuages, Farms, Lands, and other Hereditaments in the said County of *Nottingham* which he had then already purchased or agreed to purchase, or which he should or might thereafter purchase or agree to purchase, unto and to the Use of the said *Michael Bruce* and *Thomas Wildman*, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, by and in his said Will and therein-after declared and expressed of and concerning his "*Savile Nottingham Estates*," or such of the same Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, as at the Time of his Decease should be capable of taking effect;

Second Codicil to the said Will, dated the 14th August 1850.

and

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and after reciting that since the Date and Execution of his said Will several Portions of the Estates and Hereditaments which in his said Will were called and distinguished by the Name of the "*Savile York and Durham Estates*" had been sold and disposed of, and some of the Monies produced thereby had been laid out in the Purchase of other Estates which had been settled in the same Manner as the said "*Savile York and Durham Estates*" stood settled, and the Residue of such Monies had been invested in Government or Parliamentary Stocks or Funds, or in other Securities, or then remained unpaid, the Testator declared that as well all the Estates which either already had been or thereafter should be purchased with Monies arising from the Sale of any Part or Parts of the said "*Savile York and Durham Estates*," as also all such of the same Monies as at the Time of his Decease should not have been actually laid out in the Purchase of other Estates, but which the Testator directed to be so laid out and to be considered as Real Estate, should severally form and be considered as Part of the said *Savile York and Durham Estates*, and go and be held upon the Trusts declared of the said last-mentioned Estates in and by his said Will and in the Codicil thereto now in recital, but it was the Testator's Will that the Provision or Direction last therein-before contained should not extend to any of such Monies which should be or might have been received by him and appropriated to his own Use; and after referring to the Gift and Devise in his said Will contained of his Estates and Hereditaments which were therein distinguished as the *Savile York, Durham, and Nottingham Estates*, the Testator declared that the said *Savile York, Durham, and Nottingham Estates* should, in default of Issue Male of the Bodies of the said *Henry Lumley* (now *Henry Savile*) and *Augustus William Savile Lumley*, and in precedence of the Trusts contained in his said Will in favour of his Cousin the said *Richard George Lumley* (now Earl of *Scarborough*), and his Uncles the said *Savile Henry Lumley* (since deceased) and Sir *William Lumley* (since deceased), and their Issue Male, go and be held upon the Trusts therein-after declared of and concerning the same Estates and herein-after mentioned, (that is to say,) upon trust for *John Savile Lumley* (therein called *John Lumley*, and who is therein mentioned to have been more particularly described in the Testator's Will,) and his Assigns during his natural Life, without Impeachment of Waste so far as was consistent with the Trusts declared in his said Will, and upon further Trust during his Life to preserve the contingent Remainders and Estates in his said Will and therein-after limited from being defeated or destroyed, and after the Decease of the said *John Savile Lumley* in trust for the first and every other Son of the said *John Savile Lumley* severally and successively according to Seniority in Tail Male, and in default of such Issue upon trust for *Frederick William Savile Lumley*

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Lumley (therein called *Frederick William Lumley*, and mentioned to have been also more particularly described in the Testator's Will,) and his Assigns during his natural Life, without Impeachment of Waste so far as was consistent with the Trusts declared in his said Will, and upon further Trust during his Life to preserve the contingent Remainders and Estates in his said Will and therein-after limited from being defeated or destroyed, and after the Decease of the said *Frederick William Savile Lumley* upon trust for the First and every other Son of the said *Frederick William Savile Lumley* severally and successively according to Seniority in Tail Male, and in default of such Issue the said *Savile York, Durham, and Nottingham* Estates should go and be held upon the Trusts declared thereof in his said Will in favour of his said Cousin *Richard George Lumley* (now Earl of *Scarborough*) and his Issue Male, and of his Uncle Sir *William Lumley* (since deceased) and his Issue Male, and eventually of his own right Heirs in the Order and Course more particularly mentioned in his said Will; and in the said Codicil now in recital is contained a Proviso and Declaration that all Powers of jointuring, charging Portions, and leasing and appointing new Trustees, and other Powers whatsoever, and all Powers of consenting to the Exercise of Powers by Trustees, or other Powers, by the Testator's said Will reserved and given to the Persons thereby respectively made Tenants for Life of his said several and respective Estates, might be exercised in such and the same Manner by the respective Persons by the Codicil now in recital made Tenants for Life of his said respective Estates in such and the same Manner as if the Codicil now in recital had not been executed, and as if all the Persons made Tenants for Life by the Codicil now in recital had been made Tenants for Life by his said Will, and that all such Powers as were annexed to the Life Estates given by his said Will to the Persons thereby made Tenants for Life, or which might have been exercised by such Tenants for Life, should be considered as annexed to the Life Estates thereby given or limited to the respective Persons thereby made Tenants for Life of his said Estates respectively, and might be exercised in such and the same Manner as they might have been exercised in case the Names of the several Persons thereby made Tenants for Life had been inserted in such Powers respectively; and the Testator made certain Variations and Additions in and to the Annuities and Sums of Money by the said Will charged on his said Estates respectively, and also in certain Events which have not happened in the Limitations of the said *Scarborough* Estates, but he did not thereby otherwise revoke or alter his said Will so far as the same is herein-before recited;

And whereas the Testator afterwards made Two further Codicils to his said Will, which Codicils bear Date respectively the Twenty-

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Two further Codicils to the said Will, dated respec-

Savile Estate (Extension of Powers) Act, 1868.

tively the
26th June
1851 and the
15th July
1851.

Death of
Testator,
29th October
1856, and
Proof of his
Will and
Codicils.

Testator
never
married.

Warrant to
Henry Savile
(then Henry
Lumley) to
take and use
the Name of
Savile in-
stead of
Lumley, and
to bear the
Arms of
Savile only.

sixth Day of *June* One thousand eight hundred and fifty-one and the Fifteenth Day of *July* One thousand eight hundred and fifty-one, by which he charged his said Estates with certain Legacies therein respectively mentioned, but did not thereby otherwise revoke or alter his said Will so far as the same is herein-before recited: And whereas the Testator died on the Twenty-ninth Day of *October* One thousand eight hundred and fifty-six without having revoked or altered his said Will and Codicils, and the said Will and Codicils were duly proved by the said *Michael Bruce* and *Thomas Wildman* in the Prerogative Court of *Canterbury* on the Thirteenth Day of *April* One thousand eight hundred and fifty-seven, and in the Prerogative Court of *York* on the Nineteenth Day of *May* One thousand eight hundred and fifty-seven: And whereas the Testator was never married:

And whereas by a Warrant under Her Majesty's Sign Manual dated the Thirtieth Day of *January* One thousand eight hundred and fifty-seven the said *Henry Savile* (then *Henry Lumley*), the First Tenant for Life of the said "*Savile Estates*" under the said Will and Codicils, was authorized to take and use the Name of *Savile* instead of the Name of *Lumley*, and to bear the Arms of *Savile* only, and such Warrant was recorded in the College of Arms on the Ninth Day of *February* One thousand eight hundred and fifty-seven: And whereas the said *Henry Savile* is a Bachelor: And whereas the said *Augustus William Savile Lumley* is a Bachelor: And whereas the said *John Savile Lumley* is a Bachelor: And whereas the said *Frederick William Savile Lumley* on or about the Twenty-ninth Day of *May* One thousand eight hundred and forty-nine, being a Bachelor, intermarried with *Mary Castle Jenkins* Spinster, and died on the Twenty-fourth Day of *June* One thousand eight hundred and fifty-nine, having had Issue an only Son, named *John Savile Lumley*, who was born on the Twentieth Day of *September* One thousand eight hundred and fifty-three: And whereas the said *Frederick William Savile Lumley* by his last Will and Testament dated the Twenty-second Day of *August* One thousand eight hundred and forty-nine, and proved in the Principal Registry of Her Majesty's Court of Probate on the Fifteenth Day of *August* One thousand eight hundred and fifty-nine, appointed his Wife *Mary Castle Savile Lumley* the Guardian of his infant Children: And whereas the said *John Savile Lumley*, the Infant, is a Bachelor: And whereas upon the Death of the Testator the said *Richard George Lumley* succeeded to the Dignity of Earl of *Scarborough*, and he is now Earl of *Scarborough*: And whereas the said *Richard George Lumley* Earl of *Scarborough*, then *Richard George Lumley*, being a Bachelor, on the Eighth Day of *October* One thousand eight hundred and forty-six intermarried with *Frederica Mary Adeliza Drummond* Spinster,
and

Savile Estate (Extension of Powers) Act, 1868.

and has had Issue Three Sons and no more, namely, *Lyulph Richard Granby William Lumley*, commonly called Viscount *Lumley*, who was born on the Seventh Day of *June* One thousand eight hundred and fifty in the Testator's Lifetime, and *Aldred Frederick George Beresford Lumley* who was born on the Sixteenth Day of *November* One thousand eight hundred and fifty-seven after the Testator's Death, and *Osbert Victor George Atheling Lumley* who was born on the Eighteenth Day of *July* One thousand eight hundred and sixty-two after the Testator's Death: And whereas the said Viscount *Lumley*, *Aldred Frederick George Beresford Lumley*, and *Osbert Victor George Atheling Lumley* are respectively Bachelors: And whereas the said *Savile Henry Lumley* died in the Month of *November* One thousand eight hundred and forty-six without Issue: And whereas the said Sir *William Lumley* died in the Month of *December* One thousand eight hundred and forty-six without Issue: And whereas the Testator had Two Brothers and no more, namely, *George Augusta Lumley* who died a Bachelor in the Month of *July* One thousand eight hundred and seven, and *Richard Henry Lyulphus Lumley* who died a Bachelor in the Month of *July* One thousand eight hundred and eighteen, and Four Sisters and no more, namely, *Anna Maria Lumley* who died in Infancy, Lady *Anna Maria Lumley* who died on the Fifth Day of *May* One thousand eight hundred and forty without having been married, Lady *Louisa Frances Lumley* who on the Twenty-fifth Day of *September* One thousand eight hundred and twenty-five intermarried with the Reverend *Thomas Cator* (now deceased), and Lady *Henrietta Barbara Lumley* who on the Third Day of *February* One thousand eight hundred and twenty-one intermarried with the Reverend *Frederick Manners Sutton*, and he having died on or about the Thirtieth Day of *August* One thousand eight hundred and twenty-six, she on the Twenty-fourth Day of *August* One thousand eight hundred and thirty-seven intermarried with *John Lodge Ellerton* Esquire, and the said Lady *Louisa Frances Cator* and Lady *Henrietta Barbara Ellerton* were the Testator's Coheirs-at-Law at the Time of his Death: And whereas the said *Thomas Wildman* died in the Month of *September* One thousand eight hundred and fifty-nine leaving the said *Michael Bruce* his Co-Trustee him surviving:

And whereas Portions of the said *Savile York* Estates were sold or conveyed in Exchange by the said *Michael Bruce* and *Thomas Wildman*, and other Portions were sold or conveyed in Exchange by the said *Michael Bruce* after the Decease of the said *Thomas Wildman*, (in both Cases at the Request and by the Direction of the said *Henry Savile* testified by Writing under his Hand,) and in exercise of the Powers of Sale and Exchange contained in the said

Sales of
Portions of
Savile York
Estates.

Will

Savile Estate (Extension of Powers) Act, 1868.

Purchase
Monies laid
out in the
Purchase of
Lands.

Will as herein-before is mentioned: And whereas other Lands and Hereditaments in the West Riding of the County of *York* were, with the Consent of the said *Henry Savile*, purchased by the said *Michael Bruce* and *Thomas Wildman*, or by the said *Michael Bruce* after the Decease of the said *Thomas Wildman*, with Monies produced by Sales or Exchanges of Portions of the said *Savile York* Estates, or taken in Exchange for other Portions of the same Estates, all which Lands and Hereditaments were duly conveyed to the said *Michael Bruce* and *Thomas Wildman*, their Heirs and Assigns, or to the said *Michael Bruce*, his Heirs and Assigns, upon the Trusts and subject to the Provisions of the said Will and Codicils affecting the said *Savile York* Estates:

Indenture,
dated 15th
April 1861.

And whereas by an Indenture bearing Date the Fifteenth Day of *April* One thousand eight hundred and sixty-one, and made between the said *Michael Bruce* of the One Part, and the Honourable *Arthur Fitzgerald Kinnaird* of *Pall Mall East* in the County of *Middlesex* of the other Part, the said *Michael Bruce* (in exercise of the Power given to him by the said Will and Codicils of the said Testator as such surviving Trustee as aforesaid) nominated, substituted, and appointed the said *Arthur Fitzgerald Kinnaird* to be a Trustee of the said Will and Codicils in the Place of the said *Thomas Wildman* for all the then subsisting Purposes for which the said *Thomas Wildman* had been appointed a Trustee; and by the same Indenture the said *Michael Bruce* granted all and singular the Manors, Lands, and Hereditaments of Freehold and Inheritance or of Freehold only which under the said Will and Codicils of the said Testator, or any of the Indentures mentioned in the Third Schedule to the Indenture now in recital (which Schedule included the Indentures by which the Lands and Hereditaments in the West Riding of the County of *York* so as aforesaid purchased or taken in Exchange had been conveyed to the said *Michael Bruce* and *Thomas Wildman* or to the said *Michael Bruce* as herein-before is mentioned), or in any other Way, had become vested in the said *Michael Bruce* and *Thomas Wildman* or in the said *Michael Bruce* as Trustees or Trustee as aforesaid, including therein any Acquisitions and subject to any Variations occasioned by any Inclosure Act or Acts (save and except the Hereditaments mentioned or referred to in the Second Schedule to the Indenture now in recital as sold or conveyed in Exchange), together with their Appurtenances, unto the said *Arthur Fitzgerald Kinnaird* and his Heirs, to the Use of the said *Michael Bruce* and *Arthur Fitzgerald Kinnaird*, their Heirs and Assigns, nevertheless upon the Trusts, and with, under, and subject to the Powers, Provisoos, and Declarations, by the said Will and Codicils of the said Testator expressed, declared, and contained of and concerning the same, or such of the same Trusts,
Powers,

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Powers, Provisoos, and Declarations as then were or might be capable of taking effect:

And whereas by an Act of Parliament passed in the Session ^{24 & 25 Vict.} holden in the Twenty-fourth and Twenty-fifth Years of the Reign ^{c. 2. (Private).} of Her present Majesty, and intituled *An Act to extend the Powers of Leasing contained in the Will of the Right Honourable John Savile Lumley Savile Earl of Scarbrough, deceased, with respect to certain Estates in the County of York thereby devised, and therein called the Savile York Estates, and for other Purposes, and of which the Short Title is "Savile Estate (Leasing) Act, 1861,"* after reciting that the said Estates called the *Savile York Estates* were situate in the West Riding of the County of *York* and in the great manufacturing Districts thereof, and that the same comprised extensive Moors and Wastes contiguous to manufacturing Towns and Villages where the Demand for Building Land was very considerable, and abounded in Mines and Seams of Coal and Iron and other Mineral Produce and Quarries of Stone, and also comprised Land and Streams of Water well calculated for the Sites and working of Mills and Factories, and Land well calculated for the Sites of Dwelling Houses and other Buildings, very considerable Part of which Lands were eligible or might become eligible to be built upon by reason of the great Increase of the Trade and Manufacture of those Parts of the Country, and the consequent Increase of the Population, and that Portions of the said Estates were situate in that Part of the said County of *York* where it was and is the Custom to let for long Terms such as Nine hundred and ninety-nine Years and upwards, it was enacted that the Expression "the Trustees" used in the said Act should mean the said *Michael Bruce* and *Arthur Fitzgerald Kinnaird*, or the Survivor of them, or the Heirs of such Survivor, or the Persons from Time to Time appointed under the Will and Codicils of the Testator or by the Court of Chancery to be Trustees in their or his respective Places, and that the Expression "the Tenant in Possession" should mean the said *Henry Savile* during his Life, and after his Decease the Person entitled under the Limitations of the Will and Codicils of the Testator, or of any Settlement to be made in pursuance thereof, to the Possession or to the Receipt of the Rents and Profits of the several Estates respectively specified in the Schedule annexed to the Act now in recital, or any Freehold Estates in or near the West Riding of the County of *York* which then were or (under any Exercise of the Powers of Sale and Exchange contained in the said Will exercisable with respect to the said *Savile York Estates*, or to be contained in any Settlement to be made of the same Estates in pursuance of the said Will and Codicils or otherwise,) might be or become subject to the Trusts of the said Will and

[Private.]

3 b

Codicils

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Codicils applicable to the said *Savile York* Estates, or who would be entitled under such Limitations to such Possession or Receipt if the Trusts by the said Will and Codicils created for Payment of Annuities and Discharge of Incumbrances were fully performed and satisfied, and that the Expression "Guardian" should mean acting Testamentary Guardian, or if there should be no acting Testamentary Guardian should mean a Guardian appointed by the Court of Chancery, and that the Expression "the Estates" should mean the Estates specified in the Schedule annexed to the Act now in recital, and any Freehold Estates in or near the West Riding of the County of *York* which then were or under any Exercise of the aforesaid Powers of Sale and Exchange exerciseable with respect to the said *Savile York* Estates, or otherwise might be or become subject to the Trusts of the said Will and Codicils applicable to the *Savile York* Estates; and by the said Act it was enacted that the Tenant in Possession, with the Concurrence of the Trustees, might from Time to Time, in accordance with the Provisions of the said Act, by Deed duly executed, lease any Land, Part of the Estate, with or without any Stream of Water which might be near or adjoining to the Land to be leased, or any Part thereof, and the Ground or Soil of such Stream, or any Part thereof, to any Person willing to erect or make any Building or Construction thereon, or substantially improve any Building or Construction thereon, or willing to annex the Land so to be leased, or any Part thereof, for Gardens, Pleasure Grounds, Shrubberies, Yards, Courts, Reservoirs, or other Conveniences to any Building or Construction on any adjoining Land, or to be used with any adjoining Land, or willing to form the Land so to be leased, or any Part thereof, into Botanical or Zoological Gardens or Public Drives or Walks or other Places of Public Resort, Amusement, or Recreation, or otherwise to improve the Estate, or any Part thereof, and that every such Lease should be for a Term not exceeding One thousand Years, and should or might contain such Reservations and Covenants and be upon such Terms and Conditions as in the said Act particularly mentioned; And whereas the said *Michael Bruce* died on the Fourth Day of *November* One thousand eight hundred and sixty-one;

Death of
Michael
Bruce, 4th
November
1861.

Leases
granted un-
der Powers
of 24 & 25
Vict. c. 2.

And whereas numerous Leases of Parts of the *Savile York* Estates have in exercise of the Powers contained in the said recited Act been granted for Building and Improving Purposes, and the said Estates have thereby been greatly improved, and the Value thereof has been largely increased: And whereas the said *Thomas Cator* died on the Twenty-fourth Day of *August* One thousand eight hundred and sixty-four; And whereas the said Lady *Henrietta Barbara Ellerton* died on the Twenty-seventh Day of *July* One thousand

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thousand eight hundred and sixty-four leaving her Husband the said *John Lodge Ellerton* and *John Henry Manners Sutton* Esquire, her eldest Son and Heir-at-Law, her surviving :

And whereas since the passing of the said "*Savile Estate (Leasing) Act, 1861,*" other Portions of the said *Savile York* Estates have been sold or conveyed in Exchange by the said *Arthur Fitzgerald Kinnaird* at the Request and by the Direction of the said *Henry Savile* testified by Writing under his Hand, and in exercise of the Powers of Sale and Exchange contained in the said Will: And whereas other Lands and Hereditaments in the West Riding of the County of *York* have, with the Consent of the said *Henry Savile*, been purchased by the said *Arthur Fitzgerald Kinnaird* with Monies produced by Sales or Exchanges of Portions of the said *Savile York* Estates, or taken in Exchange for other Portions of the same Estates, all which Lands and Hereditaments have been duly conveyed to or vested in the said *Arthur Fitzgerald Kinnaird*, his Heirs and Assigns, upon the Trusts and subject to the Provisions of the said Will and Codicils affecting the said *Savile York* Estates :

Sales of Portions of *Savile York* Estates.

Purchase Monies laid out in purchase of other Lands in *Yorkshire*.

And whereas the Particulars of the said last-mentioned Acquisitions to the said *Savile York* Estates are specified in the First Schedule to this Act annexed: And whereas by and out of the Rents, Issues, and Profits of the said *Savile York* Estates the several Annuities or yearly Sums by the Will and Codicils of the Testator directed to be thereout paid have been duly paid, and the Residue of such Rents, Issues, and Profits has been paid or applied in or towards Satisfaction of the several Charges, Incumbrances, and Sums of Money, and Parts or Shares thereof, mentioned and specified in the Second Schedule to the Testator's Will, and the Interest thereof respectively, and also in and towards the Discharge of the Sum of Twenty thousand Pounds mentioned in the Third Schedule to the said Will: And whereas all and singular the annual Jointure Rentcharges specified in the Second and Third Schedules to the said Will of the Testator have ceased to be payable, and all and singular the Mortgages, Charges, and other Incumbrances specified in the same Schedules, and all Interest thereon respectively, have been fully paid and satisfied: And whereas no Settlement has yet been made of the *Savile* Estates devised by the said Will and Codicils, or any Part thereof: And whereas the said *Henry Savile* is now entitled, under the Limitations of the said Will and Codicils of the Testator, to the Possession or Receipt of the Rents and Profits as well of the said *Savile York* Estates as also of the said *Savile Nottingham* Estates, subject nevertheless to the Payment of Four several Life Annuities amounting in the aggregate to One thousand three hundred Pounds *per Annum*, which are by the said

First Schedule.

Payment of Annuities and Satisfaction of Charges on the *Savile York* and *Nottingham* Estates.

Extinction of Jointure Rentcharges.

Will

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Will and Codicils of the Testator charged upon the said *Savile York* Estates or some Part thereof: And whereas the subsisting Trusts by the said Will and Codicils declared of and concerning the said *Savile Nottingham* Estates are now, and in the Events which have happened, identical with the subsisting Trusts by the said Will and Codicils declared of and concerning the said *Savile York* Estates, and the said *Savile York* and *Nottingham* Estates under the Trusts of the said Will and Codicils are now enjoyed and will henceforth pass together in a like Course of Devolution or Transmission: And whereas Portions of the said *Savile Nottingham* Estates have been sold by the said *Arthur Fitzgerald Kinnaird* at the Request and by the Direction of the said *Henry Savile* testified by Writing under his Hand, and in exercise of the Power of Sale contained in the said Will: And whereas some Part of the Proceeds of such Sales have been invested in the Purchase of Consolidated Bank Annuities, but are liable under the Trusts of the said Will to be laid out in the Purchase of Lands situate in *England*, and other Parts of the Proceeds of such Sales have already been laid out by the said *Arthur Fitzgerald Kinnaird* at the Request and by the Direction of the said *Henry Savile*, and in accordance with the Trusts of the said Will, in the Purchase of other Freehold Lands of Inheritance in Fee Simple, some of which are situate in the West Riding of the said County of *York*, all which last-mentioned Lands have been duly conveyed to the said *Arthur Fitzgerald Kinnaird*, his Heirs and Assigns, upon the Trusts and subject to the Provisions of the said Will and Codicils affecting the said *Savile Nottingham* Estates:

Second
Schedule.

And whereas the Particulars of the Land so purchased as last aforesaid situate in the West Riding of the said County of *York* are specified in the Second Schedule to this Act annexed: And whereas it would be greatly advantageous to the said *Henry Savile* and all other Persons interested or who may hereafter become interested in the said *Savile York* and *Nottingham* Estates under or by virtue of the Testator's said Will and Codicils if the Powers contained in the said "*Savile Estate (Leasing) Act, 1861*," were made applicable to such last-mentioned Lands, and any other Lands in the said West Riding of the County of *York* which may hereafter be purchased with Monies arising from Sales and Exchanges of Parts of the *Savile Nottingham* Estates made in pursuance of the Powers of Sale and Exchange contained in the said Will, and if effectual Powers were given to apply Monies arising from Sales and Exchanges of Parts of the *Savile Nottingham* Estates made in pursuance of the Powers of Sale and Exchange contained in the said Will for or towards the Development and Improvement of the *Savile York* Estates, and of the other Lands in *Yorkshire* purchased

or

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or to be purchased as aforesaid: And whereas in order duly to develop the *Savile York* Estates as a Building Property, and with a view to the Erection thereon of Mills and Factories, it would often be desirable to expend considerable Sums of Money in making Reservoirs, Bridges, Roads, Drains, and Sewers, and forming and joining Streets and Squares, and laying out Sites for new Buildings and other Works, and to make Agreements with Local Improvement or other Commissioners or Boards or Persons enabled so to agree for the Construction and Maintenance of Sewers, Roadways, and other Works, and it would also sometimes be desirable to lay out Money in erecting Houses and other Buildings, and particularly Dwellings for the Labouring Classes: And whereas the said *Henry Savile* has already, with a view to the Development of the said Estate as Building Land, constructed a Bridge over the River *Calder* whereby a Tract of Four hundred Acres of Land or thereabouts has been brought into immediate Connexion with the important and rapidly growing manufacturing Town of *Dewsbury*, and also made and constructed Approaches to the said Bridge, and formed a Main Street or Road nearly a Mile long from the said Bridge to or near to the *Thornhill* Railway Station, and made One Main Outfall Drain therein, and he has also fenced such Street or Road with Stone Walls, and he has expended in the Construction of the said Bridge and Approaches, and the Formation of the said Main Street or Road, Outfall Drain, and fencing the said Road, a Sum of Eight thousand two hundred and sixty-nine Pounds Fourteen Shillings and Tenpence, of which Three thousand Pounds has been advanced by the Lands Improvement Company, and an Order of the Inclosure Commissioners has been duly obtained whereby a Portion of the said Estate is charged with the Payment to the said Company of the yearly Sum of Two hundred and sixteen Pounds for Twenty-five Years in discharge of the said Advance and Interest, but the Residue of the said Sum of Eight thousand two hundred and sixty-nine Pounds Fourteen Shillings and Tenpence, amounting to the Sum of Five thousand two hundred and sixty-nine Pounds Fourteen Shillings and Tenpence, has been paid (together with other large Sums for the general and permanent Improvement of the Estate) out of the Rents and Income for the Time being of the said *Savile York* Estates: And whereas the said *Henry Savile* has entered into Arrangements for making a Road called or to be called *Grange Road* through the Township of *Soothill Upper*, the whole of which Township, except a very small Portion thereof, forms Part of the said *Savile York* Estates, and it is desirable that the Powers of this Act should extend to such Road as well as to Works not yet agreed upon: And whereas it is the usual System of dealing in the West Riding of the County of *York*, and it is necessary for the Purpose of advantageously leasing any Lands there for the Purposes of

[Private.]

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Buildings

Savile Estate (Extension of Powers) Act, 1868.

Buildings or Improvements, that the setting out and Formation of the Bridges, Roads, Streets, Ways, and Avenues, and the Construction of such other Works as may be necessary for the Preparation of the said Lands for Use and Occupation for the Purposes of Buildings and Improvements, should be effected by and at the Expense of the Estate or the Landlord or Proprietor thereof, but upon Leases of such Lands being granted the Lessees are or may be charged with gross Sums in or towards the Repayment wholly or in part of the Expense incurred by the Estate or the Landlord or Proprietor thereof: And whereas it is desirable to confer upon the Trustees of the said *Savile* Estate such Power to enfranchise Copyhold Tenements as is herein-after conferred: And whereas it is also desirable that the Minerals and the Surface of the said *Savile York* Estates and other Lands in *Yorkshire* purchased or to be purchased as aforesaid should be capable of being dealt with separately:

Purchase of Land with Reservation of Minerals.

And whereas the several Lands specified in Part One of the First Schedule to this Act annexed are subject to certain Reservations of the Mines and Minerals thereunder, and to Rights of working the same Mines and Minerals respectively, as in the said respective Conveyances thereof more particularly mentioned: And whereas it is desirable and expedient to confirm the Title of the Trustees of the said *Savile York* Estates to the said several Lands specified in Part One of the said First Schedule, the Mines and Minerals under which are excepted or reserved to other Persons notwithstanding such Exception or Reservation, and notwithstanding the Reservation to other Persons of Rights of working all or any of such Mines and Minerals, and also to empower the Trustees to purchase Lands subject to such Exception or Reservation: And whereas it is also desirable and expedient to give Power to raise Money on Mortgage of the Estate or any Part thereof to the Amounts and for the Purposes herein-after specified:

Decree of the Court of Chancery in *Savile v. Kinnaird*, dated 18th April 1868.

And whereas by a Decree or Decretal Order of the High Court of Chancery, dated the Eighteenth Day of *April* One thousand eight hundred and sixty-eight, made by his Honour the Vice-Chancellor Sir *Richard Malins* Knight, in a Cause wherein the said *Henry Savile, Augustus William Savile Lumley, John Savile Lumley, John Savile Lumley* the younger, an Infant, by *Mary Castle Savile Lumley* his Mother and next Friend, the said *Richard George Lumley* Earl of *Scarborough*, the said *Lyulph Richard Granby William Lumley* (commonly called Viscount *Lumley*), *Aldred Frederick George Beresford Lumley*, and *Osbert Victor George Atheling Lumley*, Infants, by the said *Richard George Lumley* Earl of *Scarborough* their next Friend, and the said *Lady Louisa Frances Cator*, were and are Plaintiffs, and the said *Arthur Fitzgerald*

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Fitzgerald Kinnaird and the said *John Henry Manners Sutton*, who was out of the Jurisdiction of the said Court, were and are Defendants, it was declared that it would be fit and proper, and for the Benefit of the Plaintiffs and all Persons then or who might thereafter become interested under the Will of the Testator in the said *Savile York* and *Nottingham* Estates, that an Application should be made to Parliament to extend the Powers contained in the Will of the Testator and the "*Savile Estate (Leasing) Act, 1861,*" so as to authorize the granting of Leases for long Terms of Years of such Parts of the said *Savile* Estates situate within or near the West Riding of the County of *York* as have been or may be purchased with Monies produced by Sales or Exchanges of Parts of the *Savile Nottingham* Estates made or to be made in pursuance of the Powers of Sale and Exchange contained in the said Will as might be eligible for the Purposes of building on or for the general Improvement of the said Estates, and for Powers of laying down, sewerage, levelling, paving, flagging, and channelling proper Streets on the said Estates within or near to the West Riding of the County of *York*, or any Part thereof, and of appropriating Land for the Formation of Reservoirs and the Erection of Houses, and of forming and erecting the same and other Works necessary and proper for the Development of the said Estates, and of reimbursing the Plaintiff *Henry Savile* the Money expended by him out of the Rents and Income of the *Savile York* Estates in the Construction of the Bridge, Approaches, and other Works connected therewith in the said Bill in the said Cause mentioned, and of enfranchising Copyhold Tenements held of Manors Part of the said Estates, and enabling the Minerals and the Surface of the said Estates to be dealt with separately, and of raising Money on Mortgage to the Amount and for the Purposes in the said Bill mentioned, and for all other proper Powers and Provisions incidental to or necessary or convenient for carrying into effect the several Purposes in the said Bill mentioned or referred to, or for the general Development and Improvement of the said Estates; and it was ordered that the Plaintiff *Henry Savile* as the Tenant for Life of the said *Savile York* and *Nottingham* Estates, and the Defendant *Arthur Fitzgerald Kinnaird* as the Trustee of the Will of the said Testator, should be at liberty, at the Expense of the *Savile York* and *Nottingham* Estates, to make such Application to Parliament accordingly; and it was ordered that the Bill for effecting such Objects should be settled by the Judge at Chambers;

And whereas by the Certificate of *John Arthur Buckley* Esquire, One of the Chief Clerks of his Honour the said Vice-Chancellor, made in the said Cause, and dated the Ninth Day of *May* One thousand eight hundred and sixty-eight, and filed the same Day, it was

Chief Clerk's
Certificate,
dated 9th
May 1868.

certified

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certified that, pursuant to the said Decree or Decretal Order of the Eighteenth Day of *April* One thousand eight hundred and sixty-eight, the Draft of a Bill to be submitted to Parliament for an Act to be intituled *An Act to extend the Powers contained in the Will of the Right Honourable John Savile Lumley Savile Earl of Scarborough deceased, and in the "Savile Estate (Leasing) Act, 1861," with respect to certain Estates in the County of York, Part of the Savile Estates devised by or subject to the Trusts of the said Will, and for other Purposes, and of which the Short Title is "Savile Estate (Extension of Powers) Act, 1868,"* had been settled and approved by the Judge, and was identified by the said Chief Clerk's Signature in the Margin thereof, and that the several Instruments, Statements, Facts, and Events recited in the Preamble of such Draft Bill had been proved in the said Cause, and the said Certificate was approved by his Honour the said Vice-Chancellor Sir *Richard Malins*, and was filed and became absolute :

And whereas the aforesaid Objects cannot be effectually accomplished without the Authority of Parliament :

Wherefore Your Majesty's most dutiful and loyal Subjects the said *Henry Savile* as such Tenant for Life as aforesaid, and the said *Arthur Fitzgerald Kinnaird* as such Trustee as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Short Title.

1. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Savile Estate (Extension of Powers) Act, 1868.*"

Interpretation of Terms.

2. The following Words and Expressions used in this Act shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction :

The Expression "the Trustees" shall mean the said *Arthur Fitzgerald Kinnaird* or his Heirs, or the Persons or Person from Time to Time appointed under the said Will and Codicils, or by the Court of Chancery, to be Trustees or Trustee of the said Will and Codicils in the respective Places of the said *Michael Bruce* deceased and the said *Arthur Fitzgerald Kinnaird* :

The Expression "the Tenant in Possession" shall mean the said *Henry Savile* during his Life, and after his Decease the Person entitled under the Limitations of the Will and Codicils of the Testator,

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Testator, or of any Settlement to be made in pursuance thereof, to the Possession or to the Receipt of the Rents and Profits of the several Estates respectively specified in the said Schedule to the said "*Savile Estate (Leasing) Act, 1861,*" other than such Parts thereof as have been sold and conveyed in Exchange under the Power of Sale and Exchange contained in the said Will or otherwise, and also of the Estates specified in the First and Second Schedules to this Act annexed, or any Freehold Estates in or near the West Riding of the County of *York* which now are, or under any Exercise of the Powers of Sale and Exchange contained in the said Will, exerciseable with respect to the said *Savile York* Estates or the said *Savile Nottingham* Estates, or to be contained in any Settlement to be made of the same Estates in pursuance of the said Will and Codicils, or otherwise may be or become subject to the Trusts of the said Will and Codicils applicable to the said *Savile York* and *Nottingham* Estates, or who would be entitled under such Limitations to such Possession or Receipt if the Trusts by the said Will and Codicils created for Payment of Annuities were fully performed and satisfied :

The Expression "Guardian" shall mean acting Testamentary Guardian, or if there shall be no acting Testamentary Guardian shall mean a Guardian appointed by the Court of Chancery :

The Expression "the Estate" shall mean the Estates specified in the said Schedule to the said "*Savile Estate (Leasing) Act, 1861,*" other than such Parts thereof as have been sold and conveyed in Exchange under the Powers of Sale and Exchange contained in the said Will or otherwise, and also the Estates specified in the First and Second Schedules to this Act, and any Freehold Estates in or near the West Riding of the County of *York* which now are or under any Exercise of the aforesaid Powers of Sale and Exchange exerciseable with respect to the said *Savile York* Estates or the said *Savile Nottingham* Estates or otherwise may be or become subject to the Trusts of the said Will and Codicils applicable to the *Savile York* and *Nottingham* Estates.

3. This Act and the said "*Savile Estate (Leasing) Act, 1861,*" shall be read and construed as One Act, and all and singular the Powers and Provisions of the said "*Savile Estate (Leasing) Act, 1861,*" with such Additions and Variations as herein-after contained, shall extend and be applicable to all or any Part or Parts of the Estate as in this Act defined.

This Act and the "*Savile Estate (Leasing) Act, 1861,*" to be read as One Act.

4. Anything in the Sections numbered Five and Six respectively of the said "*Savile Estate (Leasing) Act, 1861,*" to the contrary
[*Private.*]

Rents to be reserved on Leases for Recreation Grounds.

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notwithstanding, the yearly Rent to be reserved on any Lease of Land, Part of the Estate, which shall be formed into Botanical or Zoological Gardens or Public Drives or Walks or other Places of Public Resort, Amusement, or Recreation, may be such Sum as the Tenant in Possession and the Trustees shall think reasonable and proper.

Separate Rents may be reserved for separate Tenements.

5. In any Lease made in exercise of the Powers of the said "*Savile Estate (Leasing) Act, 1861,*" or of this Act, separate Rents may be reserved for Buildings in the said Lease comprised which are holden or intended to be holden as separate Tenements.

Acceptance of Surrenders of Leases.

6. The Acceptance of the Surrender of any Lease of Part of the Estate for the Purpose of granting any new Lease or Leases under any of the Powers contained in the said Will, or in the said "*Savile Estate (Leasing) Act, 1861,*" or in this Act, shall not be deemed to be taking a Fine or Premium for the granting of the new Lease or Leases, and the Value of the Lessee's Interest under the surrendered Lease may be taken into account in fixing the Terms of the new Lease or Leases.

Upon Surrender, new Lease may include additional Land.

7. Upon the Surrender of any Lease of any Land, Part of the Estate, upon which there shall have been expended by the Lessee a larger Sum for building than shall have been covenanted to be expended by the Lessee, the Tenant in Possession, with the Concurrence of the Trustees, may include in a new Lease of all or any Part of the Land or Hereditaments comprised in the surrendered Lease any other Land, Part of the Estate, either requiring or not requiring any further Expenditure by the Lessee for Buildings on any Part of the Land included in the new Lease: Provided always, that the Expenditure by the Lessee on the Land comprised in the surrendered Lease, together with the Expenditure, if any, to be made by the Lessee on the Land to be comprised in the new Lease, shall, in accordance with the Section numbered Eleven of the said "*Savile Estate (Leasing) Act, 1861,*" be proportionate to the Quantity of Land included in the new Lease, and that the yearly Rent to be reserved in the new Lease shall, in accordance with the Section numbered Six of the same Act, be proportionate to the Quantity of Land included in the new Lease.

Power to grant separate Leases in lieu of a single Lease, and to re-apportion Premises

8. Upon the Surrender of any Lease of any Part of the Estate, the Tenant in Possession, with the Concurrence of the Trustees, may grant separate Leases of the whole or any Part of the Premises comprised in such surrendered Lease for the Residue of the Term for which such Premises were held under the same Lease, and upon the Surrender of any Two or more such Leases may re-apportion
the

Savile Estate (Extension of Powers) Act, 1868.

the Premises comprised therein or in any of them among the several Lessees or Assignees thereof, and grant to each Lessee or Assignee, or to his Nomineë or Nominees, One or more Leases of the Premises apportioned to him for the Residue of the Term for which such Lessee or Assignee held the Premises surrendered by him, and may apportion the Rents reserved by the surrendered Leases among the new Leases as the Tenant in Possession and the Trustees shall think fit.

held under
different
Leases.

9. The Tenant in Possession, with the Concurrence of the Trustees, may erect upon such Part or Parts of the Estate as may be selected for that Purpose One or more Estate Office or Estate Offices for the Transaction of Business connected with the Management of the Estate, and may also erect upon any Part of the Estate a Residence for the Agent, and the Trustees may for such Purposes or any of them expend any Sum not exceeding Six thousand Pounds out of the Sum of Thirty-five thousand Pounds herein-after authorized to be raised, or out of any Monies now or hereafter to be in their Hands arising from Sales or Exchanges of any Parts of the Estate in pursuance of the Powers of Sale and Exchange contained in the said Will; and from and after the Time when the Estate Offices and Agent's Residence respectively herein-before authorized to be erected shall have been completed and finished, and so long as the Trusts in and by the said Will and Codicils declared of and concerning the *Savile* Estates, or the Uses or Trusts to be limited or declared in and by any Settlement to be made under the Provisions of the said Will and Codicils, shall, with respect to the Estate or any Part thereof, be subsisting, it shall be obligatory upon the Tenant in Possession to keep the said Estate, Offices, and Agent's Residence respectively in good tenantable Repair and Condition, and also to keep the same Premises respectively insured in the Names of the Trustees in some or one of the Public Offices of *London* or *Westminster* for Insurance against Fire in a Sum or Sums equal to Three Fourths of the Cost of erecting the same, but not exceeding in the whole the aforesaid Sum of Six thousand Pounds; and in case the Buildings for the Time being so insured shall be destroyed or damaged by Fire, then and so often as any such Case shall happen the Monies payable on the Policy or Policies whereby such Buildings respectively are so insured shall be payable and paid to the Trustees, who, in respect of the Purposes of this Act, shall, although the said Settlement may have been made, be deemed to have a sufficient Interest in such Insurance or Insurances to enable them to sue on the Policy or Policies thereof, and the Trustees shall from Time to Time pay and apply, or permit the Tenant in Possession to pay and apply, the Monies received on or by virtue of such Policy or Policies in or towards substantially re-
building,

Power to
build Estate
Offices and
Residence
for Agent.

Savile Estate (Extension of Powers) Act, 1868.

building, repairing, or otherwise reinstating the Buildings destroyed or damaged by Fire as aforesaid: Provided always, that the Trustees shall not be concerned to see that any such Insurance has been effected, or that the same is continued, and shall not be answerable for the same not having been effected or continued, and shall not, until sufficient Funds have been placed within their Power, be compellable to take any Proceeding or Step for or towards the Recovery of any Monies assured by any such Policy or Policies.

Power to
build Houses,
&c.

10. The Tenant in Possession, with the Concurrence of the Trustees, may erect upon any Parts of the Estate any Houses or other Buildings, including any Dwellings for the Labouring Classes, and the Trustees may expend for such Purposes any Sum or Sums not exceeding Twenty-two thousand five hundred Pounds out of the Sum of Thirty-five thousand Pounds herein-after authorized to be raised, or out of any Monies now or hereafter to be in their Hands arising from Sales or Exchanges of any Parts of the Estate in pursuance of the Powers of Sale and Exchange contained in the said Will; provided nevertheless, that not more than Seven thousand five hundred Pounds, Part of the said Sum of Twenty-two thousand five hundred Pounds, shall be laid out in erecting or improving Dwellings for the Labouring Classes.

Power to
appropriate
Land for
Churches,
Reservoirs,
Streets, &c.

11. The Tenant in Possession, with the Concurrence of the Trustees, may from Time to Time lay out and appropriate any Part or Parts of the Estate as and for Churches, Chapels, Schools, Public Buildings, Markets, Squares, Crescents, Gardens, Recreation Grounds, or other open Spaces, Railways, Tramroads, Bridges, Streets, Avenues, Roads, including the aforesaid Road called or to be called *Grange Road*, Paths, Passages, Drains, Sewers, Reservoirs, Waterworks, Pipes, Conduits, or other Easements or Conveniences, or otherwise for the general Development and Improvement of the Estate or any Part thereof, and the Accommodation of the Lessees and Occupiers thereof, or any of them, and the Tenant in Possession, with the Concurrence of the Trustees, may convey any such Premises in Fee Simple or for any less Interest, or lease the same for any Term whatsoever, to any Corporation, Public Body, or Individuals upon such Trusts and subject to such Conditions as the Tenant in Possession and the Trustees may think reasonable and proper, and may grant to the Lessees and Occupiers of the Estate, or any of them, or to any other Persons or Classes of Persons, such Liberties, Rights, Privileges, Easements, and Conveniences in respect of any Premises so appropriated, and particularly any of the Rights and Liberties which the Tenant in Possession, with the Concurrence of the Trustees, might exercise under the next following Section of this Act, and may execute all such Deeds and Instruments as may be

Savile Estate (Extension of Powers) Act, 1868.

be necessary or expedient for carrying all or any of the aforesaid Purposes into effect, and may make any such Appropriation, or grant any such Rights, Liberties, Privileges, Easements, or Conveniences, either with or without receiving any valuable Consideration for the same, and so that such Consideration, if any, shall either be a Rent payable yearly or oftener or a gross Sum, or partly a Rent and partly a gross Sum, and that the same if a Rent shall be reserved in such Manner that the same may be receivable as Income by the Tenant in Possession, and if a gross Sum shall be paid to the Trustees, and applied by them as if the same had arisen from a Sale of the Premises so appropriated in pursuance of the Power of Sale contained in the said Will.

12. The Tenant in Possession, with the Concurrence of the Trustees, may from Time to Time erect, form, construct, and maintain, or may contribute towards the Expense of the Erection, Formation, Construction, and Maintenance, upon any Part or Parts of the Estate which may have been or may be given, granted, conveyed, or appropriated for that Purpose under the Powers of the "*Savile Estate (Leasing) Act, 1861,*" or of this Act, any Churches, Chapels, Schools, Public Buildings, Markets, Squares, Crescents, Gardens, Recreation Grounds, open Places, Bridges, Streets, Avenues, Roads, Paths, Passages, Drains, Sewers, Reservoirs, Waterworks, Pipes, Conduits, or other Works, Easements, or Conveniences for the general Advantage or Improvement of the Estate or any Parts thereof, and may make and construct in or upon any Parts of the Estate all such Drains, Sewers, Pavements, Passages, Pipes, Conduits, Reservoirs, Watercourses, and other Easements, and erect or set up such Walls and other Fences, and cut or take down and remove or make use of such Hedges, Fences, Timber, and other Trees and Underwood, and also such Houses and other Buildings and the Materials thereof, and dig and remove or make use of such Stones, Earth, Clay, Sand, Loam, or Gravel, and execute all such other Works and Improvements, and do all such other Acts as the Tenant in Possession, with the Concurrence of the Trustees, shall from Time to Time think necessary or convenient for the Purpose of erecting, forming, and constructing or maintaining any such Buildings and Works as are authorized by this present Section, or by any other Section of this Act, or for providing for or for facilitating the Drainage and Sewerage, and Fencing and Lighting, and the general Convenience and Healthfulness of any such Buildings or Works, or of any other Part or Parts of the Estate, or for preparing any Parts of the Estate for Use and Occupation for the Purposes of Buildings and Improvements, or otherwise facilitating the advantageous leasing thereof, and may also take down or remove any Buildings or Parts of Buildings upon any Parts of the Estate, and may build any Houses or other Buildings upon any Parts of the

[*Private.*]

Power to lay out and develop Land for Building Purposes.

Savile Estate (Extension of Powers) Act, 1868.

said Estate either in lieu of any Houses so pulled down or removed, or otherwise, as the Tenant in Possession, with the Concurrence of the Trustees, shall think necessary or expedient, and the Trustees may apply for all or any of the Purposes mentioned in the present Section any Part or Parts of the Sum of Thirty-five thousand Pounds herein-after authorized to be raised, or any Monies from Time to Time in their Hands arising from Sales or Exchanges of any Parts of the Estate in pursuance of the Powers of Sale and Exchange contained in the said Will: Provided nevertheless, that not more than Twenty thousand Pounds out of the said Sum of Thirty-five thousand Pounds, or such other Monies as aforesaid, be applied for all or any of the Purposes mentioned in the present Section other than the Formation or Construction of Bridges, Roads, Streets, Ways, Avenues, Drains, Sewers, and other Works of a like Nature.

Power to
make Ar-
rangements
with Local
Boards and
others for
making
Streets,
Sewers, &c.

13. The Tenant in Possession, with the Concurrence of the Trustees, may give to any Commissioners, Board, Corporation, or Persons who may, under any Local Improvement Act or General Act or otherwise, be authorized to make and maintain Sewers, Pavements, and other Works of public Convenience, such Notices or Consents or may do such other Acts as may be necessary or proper to authorize and induce such Commissioners, Board, Corporation, or Persons to make and maintain upon or in connexion with any Markets, Crescents, Squares, Gardens, Recreation Grounds, open Places, Bridges, Roads, Streets, Ways, Avenues, Passages, Drains, Sewers, and Pavements formed or to be formed upon any Parts of the Estate such Sewers, Drains, Pavements, Roadways, and other Works as they may by any Local or General Act or otherwise be empowered to make or maintain, and to cause such Sewers, Drains, Pavements, Roadways, and other Works to be made or maintained accordingly, subject to such Repayment of the Expenses of the Construction or Maintenance thereof respectively as by any such Act or otherwise may be provided for or directed, and generally may do such Acts and enter into such Agreements for procuring the Construction or Maintenance by the Surveyors of Highways, or by any Commissioners, Board, Corporation, or Persons enabled or required in this Behalf by any Local or General Act or otherwise, of any Sewers, Drains, Pavements, Roadways, or other Easements or Works in, upon, or under or in connexion with any Markets, Crescents, Squares, Gardens, Recreation Grounds, open Places, Bridges, Roads, Streets, Ways, Avenues, Passages, Drains, Sewers, and Pavements already set out, formed, or constructed, or which may be set out, formed, or constructed, on any Parts of the Estate, as the Tenant in Possession, with the Concurrence of the Trustees, may deem expedient for the Improvement of the Estate or any Parts thereof; and the Trustees may, out of the Sum
of

Savile Estate (Extension of Powers) Act, 1868.

of Thirty-five thousand Pounds herein-after authorized to be raised, or out of any Monies from Time to Time in their Hands arising from Sales or Exchanges of any Parts of the Estate in pursuance of the Powers of Sale and Exchange contained in the said Will, defray the Expenses of the Construction of any Sewers, Drains, Pavements, Roadways, or other Easements or Works which may be constructed as herein-before mentioned, but the Expenses of the Maintenance thereof, so far as the same are not payable by the said Commissioners, Board, Corporation, or Persons, shall be defrayed out of the Rents and Profits of the Estate.

14. The Tenant in Possession, with the Concurrence of the Trustees, may from Time to Time enter into any Arrangements with any other Persons, or with any Company, Corporation, Local Board, or other Local Authority, respecting the laying out and Construction of any Roads, Streets, Squares, or other open Places, Bridges, Avenues, Ways, Reservoirs, Waterworks, Sewers, Drains, and other Works either upon the Estate or any Part thereof, or upon any Lands not Part of the Estate for the joint Benefit of the Estate or some Part thereof and of such other Lands, or for the exclusive Benefit either of the Estate or some Part thereof or such other Lands, and respecting the raising and Payment of the Expenses of and incident to the laying out and Construction of any such Works as aforesaid, and of and incident to the Maintenance thereof, and respecting the Purchase, Sale, or Enjoyment of any Easements or other Rights in connexion therewith, and in any such Case the Trustees may, out of the Sum of Thirty-five thousand Pounds herein-after authorized to be raised, or out of any Monies now or hereafter to be in their Hands arising from Sales or Exchanges of any Parts of the Estate in pursuance of the Powers of Sale and Exchange contained in the said Will, pay the Contribution (if any) of the Estate towards such laying out and Construction, or towards any such Purchase as aforesaid.

Power to make Arrangements with adjoining Owners.

15. The Tenant in Possession, with the Concurrence of the Trustees, may from Time to Time give such Notices, and enter into such Agreements or Engagements, or join with any Local Authority or other Persons in entering into such Agreements or Engagements, with any Corporation or other Body empowered by Parliament or otherwise to construct Waterworks from or by means of which a Supply of Water to any Part or Parts of the Estate can be conveniently obtained, as the Tenant in Possession, with the Concurrence of the Trustees, shall think proper for the Purpose of obtaining such Supply of Water, and of securing to such Corporation or other Body the Payment of any annual or other Sums by way of Interest upon any Sums which may be expended by such Corporation or other

Power to make Arrangements with respect to Supply of Water.

Savile Estate (Extension of Powers) Act, 1868.

other Body in the Construction and Repair or Maintenance of Works necessary for obtaining such Supply of Water, and the Trustees may expend any Sum or Sums not exceeding in the whole Five thousand Pounds out of the Sum of Thirty-five thousand Pounds herein-after authorized to be raised, or out of any Monies now or hereafter to be in their Hands arising from Sales or Exchanges of any Parts of the Estate in pursuance of the Powers of Sale and Exchange contained in the said Will, in the Payment or in contributing to the Payment of the Expenses of fixing, laying, and making such Meters, Mains, Pipes, Conduits, or other Works and Appliances as may be necessary or proper to obtain such Supply of Water, whether the same or any of them shall be laid or made upon any Part of the Estate, or upon any Lands not Part of the Estate, or in the Purchase of any Meters, Mains, Pipes, Conduits, Works, and Appliances which may have been laid and made by any such Corporation or other Body as aforesaid, whether the same or any of them shall be laid or made upon any Part of the Estate, or upon any Lands not being Part of the Estate.

Power to
raise Money
by Mortgage.

16. The Trustees, with the Concurrence of the Tenant in Possession, may at any Time or Times hereafter, when and as they shall think proper, borrow at Interest any Sum or Sums of Money, but so that the Estate be not at any One Time charged with a greater Sum in the whole than Thirty-five thousand Pounds, and apply the same, or permit the same to be applied, according to the Directions of the Tenant in Possession, in or towards all or any of the Purposes in or towards which they are herein-before authorized to apply the same, and as a Security for the Money so to be borrowed may by any Deed or Deeds grant or demise by way of Mortgage, either with or without Power of Sale, all or any Parts of the Estate to any Person or Persons willing to lend the same, or to his or their Nominee or Nominees, either in Fee Simple or for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Redemption or making void of the Security on Repayment of the Principal Sum or Sums so borrowed, with Interest for the same at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner specified in such Deed or Deeds.

Repayment
by Tenant
in Possession
of Monies
expended or
applied.

17. The Sums of Money which shall from Time to Time be expended or applied by the Trustees for any of the Purposes mentioned in the Sections of this Act numbered 9, 10, 12, 13, 14, and 15 respectively, other than the Formation or Construction of Bridges, Roads, Streets, Ways, Avenues, Drains, Sewers, and other Works of a like Nature, shall be paid by the Tenant in Possession to the Trustees by Twenty-five equal annual Payments, the first
of

Savile Estate (Extension of Powers) Act, 1868.

of such Payments to be made on the Thirty-first Day of *December* in the Year next following the Year in which such Expenditure shall have been made; and the Sums of Money which shall from Time to Time be expended or applied by the Trustees in pursuance of the Powers of this Act in the Formation or Construction of Bridges, Roads, Streets, Ways, Avenues, Drains, Sewers, and other Works of a like Nature, after deducting therefrom such Sums of Money as shall have been from Time to Time repaid to or recovered by them under any such Contract as mentioned in the Section of this Act numbered 18, and not otherwise applied under the Section of this Act numbered 19, shall be paid by the Tenant in Possession to the Trustees by Twenty-five equal annual Payments, the first of such Payments to be made on the Thirty-first Day of *December* in the Seventh Year following the Year in which such Expenditure shall have been made, and the Trustees shall apply all Monies which shall be so paid to them in or towards Repayment of the Monies from Time to Time raised in pursuance of the Power conferred by the Section of this Act numbered 16, or in or towards any of the Purposes in or towards which Monies arising from Sales of Parts of the Estate made in pursuance of the Power of Sale contained in the said Will shall then be applicable.

18. The Tenant in Possession, with the Concurrence of the Trustees, may from Time to Time and at any Time or Times agree with any Person or Persons to or with whom any Lease or Contract for a Lease may be granted or entered into under the Powers of this Act, or of the "*Savile Estate (Leasing) Act, 1861,*" or of the said Will, or with any other Person or Persons whomsoever, for the Repayment to the Trustees of all or any Part of any Monies which may have been or may thereafter be expended under the Powers of this Act upon the Land to be comprised in any such Lease or Contract, or the Buildings thereon, or which may have been or may thereafter be expended or contributed under such Powers in or towards the Formation, Construction, or Maintenance of Churches, Chapels, Schools, public Buildings, Markets, Crescents, Squares, Gardens, Recreation Grounds, open Places, Roads, Streets, Ways, Avenues, Drains, Sewers, Pavements, Passages, Pipes, Conduits, Reservoirs, Waterworks, Watercourses, or other Easements, or in the Performance or Execution of any Works or Improvements whatsoever upon any Parts of the Estate which may be necessary or conducive to the advantageous Occupation and Enjoyment of the Land to be comprised in such Lease or Contract, or any Buildings, or Improvements to be erected or made thereon, or to the general Benefit of the Estate, and may take such Security and stipulate for such Remedies, if it should be thought desirable to do so, for the Repayment and Recovery thereof to and by the Trustees, as the

Power to contract for Repayment of Monies laid out in Improvements.

[*Private.*]

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Tenant

Savile Estate (Extension of Powers) Act, 1868.

Tenant in Possession, with the Concurrence of the Trustees, shall think fit, and the Monies so to be made payable shall not be deemed a Fine or Premium for the making of any Lease, but shall be deemed Capital, and be applicable as if the same had arisen from Sales of Part of the Estate made in pursuance of the Power of Sale contained in the said Will.

Application
of Monies
repaid for
Improvements.

19. The Trustees may from Time to Time apply or contribute such Monies as shall be repaid to or recovered by them under any Contract to be so entered into as herein-before authorized in or towards the Formation, Construction, or Execution of such Works upon the Estate as are herein-before authorized in such Manner in all respects as herein-before mentioned concerning the Application of the said Sum of Thirty-five thousand Pounds, and the Tenant in Possession, with the Concurrence of the Trustees, may enter into any such Contracts as are mentioned in the last preceding Section of this Act for the Repayment of the whole or any Part of the Monies so applied or contributed, and all the Provisions of the present Section shall apply to any Monies which may be repaid under any such Contract, so that the Process here described may be repeated as often as shall be thought expedient; and without Prejudice to the preceding Provisions, the Trustees may from Time to Time apply the Monies to be repaid to or recovered by them under any such Contract in or towards the Discharge or Satisfaction in exoneration of the Tenant in Possession of any annual Payments from Time to Time payable under or in pursuance of Section 17 of this Act, or any Part thereof respectively, or otherwise in or towards the Discharge or Satisfaction of any Monies which may have been borrowed at Interest under the Powers of this Act, or any of them, in such Order and Priority and in such Manner as the Trustees, with the Concurrence of the Tenant in Possession, shall think most beneficial: Provided always, that until the Application for any of the Purposes aforesaid of all or any Part of the Monies to be repaid or recovered as aforesaid, the same, or so much thereof as shall for the Time being be unapplied, shall be invested by the Trustees in their Names in the Parliamentary Stocks or Public Funds of the United Kingdom, or at Interest on Government or Real Securities in *England* or *Wales*, or on the Stock or Securities of the Bank of *England* or of the Government of *India*, or upon the guaranteed Five Pounds *per Cent.* Stock or Shares of any of the *East Indian* Railway Companies, and the Investments thereof may be from Time to Time altered, varied, or transposed for or into other Stocks, Funds, Shares, or Securities of a like Nature, and also called in or sold and disposed of, as Occasion shall require, and the Interest, Dividends, and annual Produce arising from such Stocks, Funds, Shares, and Securities as aforesaid shall be paid to the
Tenant

Savile Estate (Extension of Powers) Act, 1868.

Tenant in Possession: Provided also, that whenever all the Monies which may have been borrowed under the Powers for raising any Sum or Sums not exceeding Thirty-five thousand Pounds in the whole at any One Time herein-before contained shall have been discharged and satisfied, the Trustees may apply any Monies which may have been repaid to or recovered by them under any such Agreement as aforesaid, and the Stocks, Funds, Shares, and Securities in or upon which the same may be invested, in or towards any of the Purposes in or towards which the same would be applicable if such Monies had arisen from Sales of Parts of the Estate made in pursuance of the Power of Sale contained in the said Will.

20. The Trustees, with the Concurrence of the Tenant in Possession, may from Time to Time enfranchise any Tenements holden of any Manor for the Time being, Part of the Estate, and either with or without all or any of the common Rights, Liberties, and Privileges appendant or appurtenant thereto, or held or enjoyed therewith, for such valuable Consideration in gross, and with such Reservations, Exceptions, and Restrictions, as the Trustees, with the Concurrence of the Tenant in Possession, shall think reasonable; and for the Purpose of effectuating any such Enfranchisement the Trustees shall have Power to execute all proper Conveyances and Assurances which shall operate by way of Revocation and Appointment of the Use or otherwise as may be necessary in order to vest in the respective Copyhold or Customary Tenants of such Tenements, and their respective Heirs or otherwise, as they respectively shall direct, the Freehold and Inheritance of the same Tenements, either with or without all or any of the common Rights, Liberties, and Privileges aforesaid.

Power to enfranchise Copyhold Hereditaments.

21. All Monies which may be received on any such Enfranchisement as is hereby authorized shall be laid out and applied by the Trustees as if they had arisen from a Sale of some Part of the Estate made in pursuance of the Power of Sale contained in the said Will.

Application of Enfranchisement Monies.

22. The Trustees, with the Concurrence of the Tenant in Possession, may apply any Monies for the Time being in their Hands applicable, under the Provisions of the said Will, to the Purchase of Lands, in the Purchase of the Copyhold or Customary Estate or Interest of any Tenant or Tenants of any Manor for the Time being, Part of the Estate in any of the Lands holden of such Manor.

Power to purchase Copyhold Estates of Tenants of Manor Part of the Estate.

23. The Powers of Sale, Exchange, and Partition contained in the said Will, and the Power of Enfranchisement contained in this Act, shall after the passing of this Act authorize the Disposal by

Power to dispose of Minerals apart from Surface, and vice versa.
way

Savile Estate (Extension of Powers) Act, 1868.

way of Sale, Exchange, Partition, or Enfranchisement of any Parts of the Estate, with an Exception or Reservation of all or any Mines, Minerals, Coal, Quarries, Stones, Clay, Sand, and Substances in, under, or upon the same, and of such Rights of Way, Air, and Water, of Instroke and Outstroke, and other Liberties, Powers, Privileges, and Easements, over or under the said Parts of the Estate, or for or incidental to the searching for, working, getting, carrying away, and disposing of the said Mines, Minerals, Coal Quarries, Stones, Clay, Sand, and Substances in or under any adjacent or neighbouring Lands, or otherwise in relation thereto, as may be thought expedient, and also the Disposal by way of Sale, Exchange, or Partition of all or any such Mines, Minerals, Coal Quarries, Stones, Clay, Sand, and Substances, with any such Rights, Liberties, Powers, Privileges, and Easements for any of the Purposes aforesaid separately from or with Part only of the Surface, and in either Case without Prejudice to any future Exercise of the same Powers, or any of them, with respect to the excepted Mines, Minerals, or other Substances aforesaid, or, as the Case may be, the undisposed of Surface and other Lands, and upon any Disposal as aforesaid of Surface apart from Minerals, or of Minerals apart from or with Part only of the Surface, the Assurance of the Premises sold, exchanged, partitioned, or enfranchised may contain a Reservation or Grant (as the Case requires) of all or any of such Rights, Liberties, and Easements as aforesaid, and may be made in such Manner and Form as may be considered expedient for giving Effect to every or any such Exception or Reservation of Mines, Minerals, Coal Quarries, Stones, Clay, Sand, and Substances as aforesaid, or (as the Case may be) to every or any such Disposal of Mines, Minerals, Coal Quarries, Stones, Clay, Sand, and Substances separately from or with Part only of the Surface as aforesaid.

Covenants
and Restrictions on
Sales, &c.

24. Any Purchaser or other Person taking any Parts of the Estate on any Sale, Exchange, Partition, or Enfranchisement under any of the Powers contained in the said Will or in this Act may be required to enter into any Covenants, or submit to any Restrictions of any Description, which may be deemed beneficial to the Property retained, or taken upon Exchange or in Partition, or otherwise expedient, and the Assurance of the Premises sold, exchanged, partitioned, or enfranchised may be made in such Manner or Form as may be considered expedient for giving Effect to every or any such Covenant or Restriction.

Confirma-
tion of Pur-
chases.

25. The Purchases by the Trustees of the Lands specified in Part One of the First Schedule to this Act shall be valid and effectual, notwithstanding the Exception or Reservation to the respective Vendors or any other Persons of all or any of the Mines
and

Savile Estate (Extension of Powers) Act, 1868.

and Minerals thereunder, and of Rights or Powers for or incidental to the searching for, working, getting, carrying away, and disposing of the said Minerals, or otherwise in relation thereto.

26. Monies arising from Sales of any Part of the Estate in pursuance of the Power of Sale contained in the said Will may be applied in the Purchase of Lands, with and notwithstanding the Exception or Reservation to the respective Vendors or any other Persons of all or any of the Mines, Minerals, Coal Quarries, Stones, Clay, Sand, and Substances in, under, or upon the same Lands respectively, and of any Rights, Liberties, Powers, Privileges, and Easements over or under the same for or incidental to the searching for, working, getting, carrying away, and disposing of the said Mines, Minerals, Coal Quarries, Stones, Clay, Sand, and Substances, or any of them; and upon any Exchange or Partition in pursuance of the Powers of Exchange or Partition contained in the said Will, Lands with and subject to any such Exceptions, Reservations, Rights, Liberties, Powers, Privileges, and Easements as aforesaid may be received and accepted in Exchange or upon Partition.

Purchase of
Surface
Lands apart
from Mi-
nerals.

27. The Trustees, with the Concurrence of the Tenant in Possession, may at any Time or Times hereafter, when and if they shall think fit (and in addition to the Sum of Thirty-five thousand Pounds herein-before authorized to be borrowed), borrow at Interest any Sum or Sums of Money, but so that (exclusive of the said Sum of Thirty-five thousand Pounds) the Estate be not at any One Time charged with a greater Sum in the whole than Twenty thousand Pounds, and may lay out or invest the Monies so borrowed in the Purchase of Freehold Hereditaments in or near to the West Riding of the County of *York*, convenient to be enjoyed with the Estate or any Part thereof, in the same Manner in all respects as if the same were Monies arising from a Sale of Part of the Estate in pursuance of the Power of Sale contained in the said Will, and as a Security for the Monies so to be borrowed may by any Deed or Deeds grant or demise by way of Mortgage, either with or without Power of Sale, all or any Part or Parts of the Estate to any Person or Persons willing to lend the same Monies or to his or their Nominee or Nominees in Fee Simple, or for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Redemption or making void of the Security on Repayment of the Principal Sum or Sums so borrowed, with Interest for the same at any Rate not exceeding Five Pounds *per Cent. per Annum*, at the Time or Times and in the Manner to be specified in such Deed or Deeds.

Power to
raise Money
by Mortgage
for purchase
of Freehold
Lands in
Yorkshire.

[*Private.*]

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28. The

Savile Estate (Extension of Powers) Act, 1868.

Payment of Interest on Mortgage Monies.

28. The Tenant in Possession shall pay and keep down all Interest becoming due in respect of any Principal Sum or Sums of Money secured and owing by virtue of any Mortgage or Mortgages made under the Powers herein-before contained.

Application of Proceeds of Sales in paying off Mortgages.

29. The Trustees may from Time to Time apply any Monies in their Hands arising from Sales or Exchanges of any Parts of the Estate, in pursuance of the Powers of Sale and Exchange contained in the said Will, in paying off any Mortgage or Mortgages made under the Powers herein-before contained.

Trustees Receipts.

30. The Receipt of the Trustees for all Monies, Stocks, Funds, Shares, and Securities which may be paid or transferred to them by virtue of this Act, or in execution of any of the Powers hereof, shall effectually discharge therefrom the Person or Persons paying or transferring the same, and shall exonerate such Person or Persons from being concerned to see to the Application or being answerable for the Loss or Misapplication thereof; and any Person or Persons advancing any Sum or Sums of Money authorized to be raised under the Powers of this Act shall not be bound or concerned to inquire into the Necessity or Propriety of raising the same, or to see that no more than is wanted is raised.

Repayment to Henry Savile of 5,269*l.* 14*s.* 10*d.*

31. The Trustees shall, out of any Monies or Funds now in their Hands or subject to their Control arising from Sales of Parts of the said *Savile York* or *Nottingham* Estates, pay or recoup to the said *Henry Savile* the Sum of Five thousand two hundred and sixty-nine Pounds Fourteen Shillings and Tenpence herein-before mentioned to have been paid out of the Rents and Income of the said *Savile York* Estates towards the Erection and Formation of such Bridge and Approaches, Main Street or Road, and Outfall Drain as herein-before mentioned in that Behalf, and the fencing of such Street or Road with Stone Walls; and the said Sum of Five thousand two hundred and sixty-nine Pounds Fourteen Shillings and Tenpence shall be repaid by the Tenant in Possession to the Trustees by Twenty-five equal annual Payments, the first of such Payments to be made on the Thirty-first Day of *December* One thousand eight hundred and seventy-five.

Costs of Acts.

32. The Trustees shall, out of any Funds now in their Hands or subject to their Control arising from Sales of Parts of the said *Savile York* or *Nottingham* Estates, pay all the Costs, Charges, and Expenses of preparing and obtaining the said "*Savile Estate (Leasing) Act, 1861,*" and this Act, or preliminary or incidental thereto respectively.

33. It

Savile Estate (Extension of Powers) Act, 1868.

33. It shall be lawful for the Trustees, with the Concurrence of the Tenant in Possession, to apply any Funds now in the Hands or subject to the Control of the Trustees arising from Sales of Parts of the *Savile York* or *Nottingham* Estates which shall remain after paying the said Sum of Five thousand two hundred and sixty-nine Pounds Fourteen Shillings and Tenpence, and after discharging such Costs, Charges, and Expenses as aforesaid, for or towards any of the Purposes to which the said Sum of Thirty-five thousand Pounds herein-before authorized to be borrowed, or to which Monies arising from Sales of Parts of the Estate, are by this Act directed or authorized to be applied.

Application of Monies arising from Sales.

34. Any Monies hereafter to be in the Hands of the Trustees arising from Sales or Exchanges of Parts of the said *Savile Nottingham* Estates made in pursuance of the Powers of Sale and Exchange contained in the Will shall be applicable and may be applied for any of the Purposes to which Monies in the Hands of the Trustees arising from Sales of Parts of the said *Savile York* Estates now or hereafter shall be applicable, or for any of the Purposes to which Monies arising from Sales of Parts of the Estate are by this Act made applicable.

Application of Proceeds of future Sales of Savile Nottingham Estates.

35. When and so soon as a Settlement shall have been made of the Estate or any Part thereof under the Provisions of the said Will and Codicils, the Powers and Authorities by the said "*Savile Estate (Leasing) Act, 1861,*" and by the Sections of this Act numbered from Three to Eight respectively inclusive, given to or vested in the Trustees, shall, with respect to the whole or such Part of the Estate as shall be comprised in such Settlement, cease and determine; and the Powers and Authorities by the said "*Savile Estate (Leasing) Act, 1861,*" and by the last-mentioned Sections of this Act, given to or vested in the Tenant in Possession with the Concurrence of the Trustees, or in the Tenant in Possession and the Trustees, may be exercised by the Tenant in Possession without the Concurrence of the Trustees or by the Tenant in Possession alone; and all the Provisions in the said "*Savile Estate (Leasing) Act, 1861,*" and in this Act contained in the Case of or with reference to the Exercise of such Powers or Authorities by the Tenant in Possession with the Concurrence of the Trustees, or by the Tenant in Possession and the Trustees, shall be applicable as far as may be to such Exercise by the Tenant in Possession of the same Powers and Authorities respectively; and the Powers and Authorities by the Sections of this Act numbered from Nine to Thirty-four respectively inclusive given to or vested in the Trustees shall, with respect to the whole or such Part of the Estate as shall be comprised in such Settlement, be given to, or vested in, and may be exercised

When Settlement executed, Powers given to Trustees to cease, or be vested in the Trustees of the Settlement.

Savile Estate (Extension of Powers) Act, 1868.

exercised by the Trustees or Trustee for the Time being of such Settlement; and all the Provisions herein-before contained in the Case of or with reference to the Exercise of such last-mentioned Powers or Authorities by the Tenant in Possession with the Concurrence of the Trustees, or by the Trustees alone, shall be applicable to such Exercise of the same Powers and Authorities by the Tenant in Possession with the Concurrence of the Trustees or Trustee for the Time being of such Settlement, or by the Trustees or Trustee for the Time being of such Settlement alone, so and in such Manner and to the Intent that with respect to the whole or such Part of the Estate as shall be comprised in such Settlement, and so far as relates to the Powers and Authorities by the said Sections of this Act numbered from Nine to Thirty-four respectively inclusive, the Trustees shall be replaced by the Trustees or Trustee for the Time being of such Settlement, and the said Powers and Authorities of the Trustees shall be transferred to the Trustees or Trustee for the Time being of such Settlement.

Power of this Act may be exercised during the Minority of Tenant in Possession.

36. During the Minority of the Tenant in Possession all the Powers and Authorities hereby given to or vested in the Tenant in Possession may be exercised by the Guardian for the Time being of such Tenant in Possession, and all the Provisions herein-before contained in the Case of or with reference to the Exercise of such Powers or Authorities by the Tenant in Possession shall during his Minority be applicable (as far as may be) to such Exercise by his Guardian for the Time being of the same Powers and Authorities respectively.

Act not to revoke Powers, &c.

37. This Act shall not, nor shall anything herein contained, revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers created or limited by the said Will and Codicils of the Testator, or any of them, or by the said "*Savile Estate (Leasing) Act, 1861,*" except so far as the same respectively may be defeated by the Exercise or Execution of any of the Powers or Provisions of this Act.

General Saving of Rights.

38. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns (other than and except the several Persons by this Act expressly excepted out of this General Saving), all such Estate, Right, Title, and Interest of, in, or out of the Estate or any Part thereof as they, every or any of them, had before the passing of this Act, or would or might have had in case this Act were not passed.

39. Pro-

Savile Estate (Extension of Powers) Act, 1868.

39. Provided always, that the following Persons are excepted out of the General Saving of this Act contained; (to wit,) the said *Henry Savile*, the first and other Sons of the said *Henry Savile*, and the Heirs Male of their respective Bodies, the said *Augustus William Savile Lumley*, the first and other Sons of the said *Augustus William Savile Lumley*, and the Heirs Male of their respective Bodies, the said *John Savile Lumley*, the first and other Sons of the said *John Savile Lumley*, and the Heirs Male of their respective Bodies, the said *John Savile Lumley* the Infant, the first and other Sons of the said *John Savile Lumley* the Infant, and the Heirs Male of their respective Bodies, the said *Richard George Lumley* Earl of *Scarborough*, the said *Lyulph Richard Granby William Lumley* Viscount *Lumley*, the first and other Sons of the said *Lyulph Richard Granby William Lumley* Viscount *Lumley*, and the Heirs Male of their respective Bodies, the said *Aldred Frederick George Beresford Lumley* and the Heirs Male of his Body, the said *Osbert Victor George Atheling Lumley* and the Heirs Male of his Body, the subsequent Sons of the said *Richard George Lumley* Earl of *Scarborough* and the Heirs Male of their respective Bodies, the said *Lady Louisa Frances Cator* and her Heirs; the said *John Henry Manners Sutton* and his Heirs, the right Heirs of the Testator, the said *Arthur Fitzgerald Kinnaird* and his Heirs in his Capacity of Trustee of the Will and Codicils of the Testator, and all and every other Person and Persons on or to whom any Estate, Right, Title, or Interest at Law or in Equity of, in, to, or out of the said *Savile York* and *Nottingham* Estates devised by the said Will and Codicils of the Testator, or the Money thereby directed or authorized to be laid out in the Purchase of Land to be settled to the Uses thereof, or the Lands purchased with any such Money, shall have been devised, bequeathed, or limited, or shall have devolved or descended or shall devolve or descend, by or under the said Will and Codicils, or any Settlement to be made in pursuance thereof,

Exception
out of
General
Saving.

40. Whereas the said *John Savile Lumley* and the said *Mary Castle Savile Lumley*, the Mother and Guardian of the said *John Savile Lumley* the Infant, are abroad, and their Consents to this Act have not been proved: Therefore this Act shall not be of any Effect as against the said *John Savile Lumley*, or the first and other Sons of the said *John Savile Lumley*, or the Heirs Male of their respective Bodies, or his or their respective Assigns, or any of them, or as against the said *John Savile Lumley* the Infant, or the first and other Sons of the said *John Savile Lumley* the Infant, or the Heirs Male of their respective Bodies, or his or their respective Assigns, or any of them, unless or until the said *John Savile Lumley* and *Mary Castle Savile Lumley*, as the Mother and Guardian of the said *John Savile Lumley* the Infant, or, in the event of her

As to the
Consents of
John Savile
Lumley and
John Savile
Lumley the
Infant
respectively.

[Private.]

3 h

Death

Savile Estate (Extension of Powers) Act, 1868.

Death previous to signifying her Consent as after mentioned, the Guardian for the Time being of the said *John Savile Lumley* the Infant, respectively signify their Consent to this Act by Writing under his, her, or their respective Hands, attested by at least One Witness, and unless or until the Writing or Writings be enrolled in the High Court of Chancery within Three Years after the passing of this Act, and after the Enrolment of the Consent it shall be deemed Part of this Act, and be as binding and conclusive upon the said *John Savile Lumley* and his first and other Sons, and the Heirs Male of their respective Bodies, and his or their respective Assigns, and upon the said *John Savile Lumley* the Infant, and his first and other Sons, and the Heirs Male of their respective Bodies, and his and their respective Assigns, as if the Consent had been obtained and proved before the passing of this Act; and the Consent may be given in the Form or to the Effect following; (to wit.)

‘ I, John Savile Lumley, [or I, Mary Castle Savile Lumley, on behalf
 ‘ of my Son John Savile Lumley, an Infant, or I
 ‘ the Guardian of and on behalf of John Savile Lumley, an Infant,]
 ‘ hereby consent to the “Savile Estate (Extension of Powers) Act,
 ‘ 1868.” ’

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

41. 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.

Savile Estate (Extension of Powers) Act, 1868.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PART ONE.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Thornhill Parish, Township of Flockton.	Jaggar, James -		Message, Barn, Stable, Outbuildings, and Yard, Garden, and Occupation Road.	A. R. P. 0 2 7
			High Common Close - - -	3 1 32
			Part of Ditto - - -	4 0 15
			Long Close - - -	1 3 4
			The Leys - - -	2 2 33
			The Pit Ing - - -	1 1 29
			Middle Ing - - -	1 3 24
			The Croft and Great Ing - -	4 0 3
			The Shrogg - - -	0 0 28
			The Common - - -	2 0 8
				A. 22 0 23

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Thornhill Parish, Township of Flockton.	Lister, John -	1	Flockton Hall, Coach-houses, Stables, Barns, Sheds, Outbuildings, Gardens, and Pleasure Ground.	A. R. P. 13 2 21
		2	Moulson's Croft - - -	8 1 26
		3	Cottages, Barn, Sheds, and Outbuildings, with the new Buildings Close.	6 1 17
		4	North End and Nook - - -	10 1 20
		5	North End Close (including Part of Low Close).	9 1 15
		6	Eight Acres (including Part of Low Close).	9 2 2
		7	Fawcett Hills - - -	8 1 14
		8	Rough Pastures - - -	4 3 27
		9	Marl Close - - -	3 1 9
		10	Park Hills Close - - -	4 3 0
		11	Part of Ditto - - -	2 3 27
		A. 81 3 18		

Savile Estate (Extension of Powers) Act, 1868.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Thornhill Parish, Township of Flockton.	Lister, John -		Two Closes - - - -	A. R. P. 3 1 14
			Close adjoining - - - -	0 3 0
				A. 4 0 14

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Thornhill Parish, Township of Flockton.	Boocock, John -		Dwelling House, Outbuildings, Yards, and Garden.	A. R. P. 0 1 0
			Acre including Road - - - -	1 3 13
			Low Raw Croft - - - -	1 1 20
			Middle Ditto - - - -	1 3 36
			Upper Ditto - - - -	2 2 36
			Upper Holmes - - - -	1 2 28
			Lower Holmes - - - -	1 3 34
			Allotment upon Flockton Common	3 0 3
	A. 14 3 10			

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Thornhill Parish, Township of Shitlington.	Smith, Joseph, and others.		High Close - - - -	A. R. P. 2 0 17
			Dwelling House at Cold Hiendly, with Barn, Outbuildings, Yard, Garden, and Cottage.	0 1 1
			High Close - - - -	2 3 1
			Little Ing - - - -	2 3 10
				A. 7 3 29

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Thornhill Parish, Township of Shitlington.	Ibbotson, Henry		Three Nooked Close - - -	A. R. P. 2 3 38

Savile Estate (Extension of Powers) Act, 1868.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Dewsbury Parish, Township of Nether Soothill.	Greaves, John H.		A Piece of Land at Earlsheaton, being Part and Parcel of several Closes called Upper Stockwell Close, Upper Crabtree Close, Lower Crabtree Close, Crooked Closes, Upper Street Close, and Lower Street Close.	A. R. P. 7 3 27

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Emley, Township of Kirkby.			Woodland called Kirkby Wood	A. R. P. 10 2 28

PART TWO.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.	
Emley.	Jaggar, Robert	27	Upper Parson Close	A. R. P. 4 1 3	
	Swallow, Sarah	815	Parson Close	4 2 29	
	Matthews, John	890	Little Shutt	1 2 26	
	Silverwood, John	694 695 696 697	Lezer Closes	12 1 30	
					A.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.			
				Freehold.	Enclosures from the Waste.		
Rishworth.	Smith, Samuel	197	Messuage, Barn, Mistal, and Cottage.	A. R. P. 0 0 22	A. R. P.		
		193	Ing	1 3 25	0 1 19		
		196	Great Field	1 0 38	0 0 16		
		198	Long Field	0 3 17	0 1 7		
		199	Little Field	0 3 11	0 0 20		
		200	Mule Croft	0 1 22			
		194	Lilly Holme	1 0 24			
		207	Upper Horse Hey	1 0 23			
		208	Lower Ditto	1 0 0	0 0 30		
		206	Lamb Field	-	-	0 3 37	0 0 14
		205	Far Lamb Field	-	-	0 3 36	0 1 0
			Intake	-	-		0 3 33
			Ditto	-	-		11 0 10
			A.	10 3 33	13 1 29		

[Private.]

Savile Estate (Extension of Powers) Act, 1868.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Rishworth, Ing's Farm.	Kenworthy, Levi	888	Barn and Stable	A. R. P. 0 0 16
		890	House Field	4 0 37
		864	Rough Back	1 2 27
		863	Middle Ing	1 3 27
		859	Upper Ing	3 1 7
		860	Great Ing	4 0 15
		861	Gutter Ing	3 0 15
		862	Laith Field	3 2 7
		891	Upper Midge Hole	1 1 14
		778	Moslenden Pasture	7 2 30
		889	Farmhouse and Cottage	0 0 8
				A. 31 0 5

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.		
Rishworth, New Ground Farm.	Garside, James -	904	Farmhouse, Barn, and Mistal	A. R. P. 0 0 14		
		905	House Field	1 3 16		
		906	Moor Field	2 2 17		
		908	New Ground Ing	1 3 5		
		909	Gregg Holes	1 3 32		
		911	Rough Field	3 0 1		
		912 912A }	Ash Platt	3 1 25		
		902	Pepper Croft	0 2 3		
		903	Pepper Bank	6 3 37		
						A. 22 0 30

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Rishworth, the Coat Farm.	Dyson, Joshua, and Jackson, Ann.	140	House, Farm, Buildings, Yard, &c.	A. R. P. 0 0 21
		141	Coat Ing	3 0 38
		145	Lower Field	0 3 30
		146	Horse Hey	1 0 5
		148	Faugh	1 3 32
		147	Lower Horse Hey	0 3 15
		144	Special Lane	0 3 26
			Ditto	0 2 38
		pt 142	Wicking Piece and Broad Ing (in part).	2 2 7
		143		
		pt 142	Broad Ing (Part of)	1 1 14
		138	Near Field and Knowl	1 3 36
		139		
		136	Croft	2 1 26
137	Heys or Rough Pasture	9 1 18		
				A. 27 1 26

Savile Estate (Extension of Powers) Act, 1868.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Huddersfield Parish, Dean Head.	Kenworthy, Abraham.		Piece of Land, Part of a Close called Lane Side Moss, and abutting on the Elland and Saddleworth Turnpike Road.	A. R. P. 6 1 6
			Piece of Allotment Land abutting on the above-mentioned Road.	6 1 36
			Piece of Allotment Land abutting on the above-mentioned Road.	9 0 2
			A.	21 3 4

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Halifax Parish, Elland Township.	Crossley, Luke -		Site of a Tollhouse on the Halifax and Huddersfield Turnpike Road	46 Square Yards.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Barkisland Township, Halifax Parish.	Walker, Isaac Gledhill.		Pitt's House, Cottage, Barn, Mistal, and Outbuildings	A. R. P. 17 2 29
			The Ing	
			The Middle Field	
			The Whole Stones	
			The Laith Field	
			The Horse Field	
			The Delf Field	
The Rough				

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.		
Wadsworth Township, Halifax Parish. (White Hole.)	Greenwood, William and James.	593	House, Barn, Mistal, Cottage, Croft, Road, and Yard.	A. R. P. 0 1 14		
		596				
		600			Field above House	2 2 1
		579			Rough	12 3 31
		580			Green Lands	4 2 32
		581				
		592			White Hole Field	1 2 1
		594			White Hole Mowing Field	2 1 3
		595			Hey	1 2 4
		597			Field under House	2 2 1
		601			Rough Field or Head Field	3 1 35
		602			Barn and Mistal	0 0 3
		598			Low Stoney Field	1 1 9
		599			Upper Ditto	1 2 21
603	Soft Field and Road	2 0 17				
A.				36 3 12		

Savile Estate (Extension of Powers) Act, 1868.

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Haworth, Township of Stanbury.	Feather, James -		Farmhouse and Buildings - - -	A. R. P. 0 0 0
			The Far Field - - -	1 0 38
			Small Field - - -	1 1 3
			Little Holme - - -	0 1 11
			Hill Field - - -	2 0 24
			Little Ing - - -	1 1 10
			Great Ing - - -	3 2 13
			Three Cottages - - -	0 0 0
A.				9 3 19
Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Dewsbury Parish, Nether Soothill Township.	Wakefield, John, and others.		Three Cottages at Bank Top ad- joining the Savile Estate.	A. R. P. 0 0 0
Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Batley Parish.			A Plot of Land fronting the Go- mersal and Dewsbury Turnpike Road - - - - -	3,630 Square Yards.

WM. LIPSCOMB.

THE SECOND SCHEDULE,

Situation.	Occupier.	Number on Plan.	Description of Property.	Quantity.
Wadsworth Township, Halifax Parish.	Greenwood, Wil- liam and James.		A Messuage, Cottages, Barn, and Outbuildings at Thurish Bank, with several Closes of Land be- longing thereto called Lane Head Farm.	A. R. P. 14 2 3
Ditto - -	Sunderland - -		A Messuage and Outbuildings, with Six Closes of Land belonging thereto called Stairs End Farm.	16 0 26
Ditto - -	Greenwood, Wil- liam and James.		A Messuage and Outbuildings, with several Closes of Land belonging thereto called Romsgrave Farm.	12 0 39

WM. LIPSCOMB.