



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 12.

An Act to alter and amend an Act passed in the Eighth and Ninth Years of the Reign of Her present Majesty, for enabling the Trustees of the Will of *Francis* late Duke of *Bridgewater* to carry into execution certain Articles of Agreement entered into by them with the Right Honourable *Francis Egerton* now Earl of *Ellesmere*. [31st August 1848.]

WHEREAS the Most Noble *Francis* late Duke of *Bridgewater*, by his Will bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and three, (amongst other things,) devised all that his Lordship of *Ellesmere* in the County of *Salop*, and all other his Manors and Hereditaments situate in that County, and divers other Hereditaments situate in the Counties of *Chester*, *Hertford*, *Buckingham*, *York*, and *Durham*, to the Right Honourable *John William* late Earl of *Bridgewater* deceased (then Lieutenant General *John William Egerton*), his Heirs and Assigns, upon condition that he, his Heirs, Issue, and Assigns, should, as therein mentioned, convey and assure the Manors, Advowsons, Collieries, and Hereditaments situate at or in *Worksley* otherwise *Wors-*

Will of Francis Duke of Bridgewater, dated 28th January 1803.

[Private.]

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ley, Hulton, Stanistreet, Bedford, Salford, Kersley, Farnworth, Eccles,
 and *Dean*, or elsewhere in the County of *Lancaster*, comprised in
 certain Indentures of Lease and Release and Settlement bearing Date
 respectively on or about the Twenty-third and Twenty-fourth Days
 of *June* One thousand seven hundred and thirty-eight, therein referred
 to, to and to the Use of his (the said Testator's) Trustees therein-
 after named, discharged of all Estates Tail, Remainders, and Rever-
 sions then subsisting therein, and upon the same or the like Trusts as
 were therein-after declared of his Canal and Real Estates in *Lan-*
cashire; and the said Testator by his said Will devised all that his
 Capital Mansion House in *Cleveland Court* in the Parish of *St. James*
Westminster, with the Appurtenances, and the Grounds used with the
 same, and all the Furniture, Pictures, and other Chattels, as therein
 enumerated, which should be in the same Mansion House at his
 Death, or then belong to the Collection, to and to the Use of the
 Right Honourable Sir *Archibald Macdonald* Knight, the Right Re-
 verend and Honourable *Edward Venables Vernon* (late Archbishop
 of *York*, then Lord Bishop of *Carlisle*), and *Robert Haldane Bradshaw*
 Esquire, their Heirs, Executors, Administrators, and Assigns, for all
 his (the said Testator's) Estates and Interests therein, nevertheless
 in trust to suffer the same to be held and enjoyed by the Person or
 Persons who for the Time being should be entitled to the Income of
 and ultimately to his Canal and Trust Estates therein-after mentioned,
 and for the same or the like Times and Estates, and subject to the same
 or the like Provisoos and Conditions, as he, she, and they respectively
 should for the Time being be entitled to the same, and in the same or
 the like Shares and Proportions as he, she, or they respectively should
 be so entitled; and the said Testator gave all his Manors, Tenements,
 Collieries, and Hereditaments situate in the Counties of *Lancaster* and
Chester (except certain Hereditaments situate at *Marbury* in the said
 County of *Chester*, which were therein-before otherwise devised), and
 also his Canal in the same Counties, and the several Branches thereof
 either in or out of the same Counties, and all Grounds occupied there-
 with or purchased for the Convenience of the same, and all Wharfs,
 Warehouses, Engines, Buildings, and Premises annexed or belonging
 to the same Canal, or used, or then building, or to be built, for
 the Convenience thereof, together with divers Articles of Personalty
 (being the Capital, trading Stock, and floating Capital of his said
 Canal), subject nevertheless to the Payment of the Debts owing
 at the said Testator's Death on account of the same Concern, and
 which were to be paid out of the same Concern in exoneration of
 the Residue of the said Testator's Personal Estate, and also all his
 the said Testator's Manors and Hereditaments situate at, in, or near
 the Town of *Brackley* in the County of *Northampton*, with their
 Appurtenances, unto and to the Use of the said Sir *Archibald Mac-*
donald, Edward Lord Archbishop of *York*, and *Robert Haldane Brad-*
shaw, their Heirs, Executors, Administrators, and Assigns, for all
 the said Testator's Estate and Interest therein respectively, never-
 theless upon trust that the Trustee or Trustees thereof for the Time
 being should during the Term of One hundred and twenty Years
 from the said Testator's Death, if the Most Noble *George Granville*
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late Duke of *Sutherland* (since deceased), the Right Honourable *Francis Egerton* now Earl of *Ellesmere* (in the said Will called the Honourable *Francis Leveson Gower*), Second Son of the said Duke of *Sutherland*, the said Sir *Archibald Macdonald*, and *Edward* Lord Archbishop of *York*, and the several Children of the respective Marriages of the said Sir *Archibald Macdonald* and his then Wife, and *Edward* Lord Archbishop of *York* and his then Wife, who should be living at the said Testator's Death, and also the Persons who at the said Testator's Death should be Lords Spiritual and Temporal of the United Kingdom of *Great Britain* and *Ireland*, and have taken their Seats in the House of Lords of the said United Kingdom, or any of them, should so long live, and also during the further Term of Twenty Years from the Expiration or other sooner Determination of the said Term of One hundred and twenty Years, determinable as aforesaid, permit and suffer the said last-mentioned Manors, Collieries, Canal, and the Capital and Trade thereof, and the Receipt of the Rents, Income, and Profits thereof, and the Time of felling Timber, Woods, and Coppices, and the Drainage of the said Testator's Trust Estates, to be under the sole Management and Control of the said *Robert Haldane Bradshaw* during his Life, and after his Death or Resignation then of such Person as should be appointed to succeed him as therein mentioned; and the said Testator directed that the Income of his said Trust Estates, Canal, and Trade which should become due from Time to Time during the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, should belong to and be held in trust for the said *George Granville* late Duke of *Sutherland* (then Earl *Gower*) for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and after the Expiration or other sooner Determination of the said Term of Ninety-nine Years, determinable as aforesaid, then in trust for the said *Francis Egerton* Earl of *Ellesmere* for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and if he should within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, subject nevertheless to determine when and if he should become Marquis of *Stafford*, or would have been Marquis of *Stafford* under the then present Limitation of that Dignity if then subsisting, and after the Determination of the Estate or Interest of the said *Francis Egerton* Earl of *Ellesmere*, in trust for the First, Second, Third, Fourth, Fifth, and Sixth and every other subsequent-born Son of the said *Francis Egerton* Earl of *Ellesmere*, severally and successively, according to the Priority of their Births, and after the Determination of the Estate and Interest of each of the same Sons respectively, and also (as the Circumstances of the Case should require) after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for
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the Time being and from Time to Time should answer the Description of Heir Male of his Body, or who, in case of the Death of his Parent, if such Death had taken place, would be the Heir Male of his Body under an Estate Tail limited to the same Son, and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and he should within Three Calendar Months after he should become entitled to the Receipt of the said Income take and thenceforth continually use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons and the Person who for the Time being should answer (or in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body to be preferred before every younger of the same Sons and the Person who for the Time being should answer (or in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body, yet nevertheless so that the Term or Estate of each such Son and Person respectively should cease in favour of the Person or Persons to be next entitled by way of Remainder when and if and as soon as he should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity if then subsisting, so that no Person, except the said *George Granville* late Duke of *Sutherland*, being Marquis of *Stafford*, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity if then subsisting, might from and after the Time that such Person should become Marquis of *Stafford*, or, in case of the Continuance of that Dignity, would be Marquis of *Stafford*, should become or continue to be entitled to all or any Part of the Income of the said Trust Estates, Canal, and Trade, and from and after the Determination of the respective Estates and Interests of the First and other subsequent-born Sons of the said *Francis Egerton* Earl of *Ellesmere*, and of the Person who for the Time being should be, or who, in case of the Death of his Parent, would be, the Heir Male of the Body of the same Sons respectively, then in trust for the Third and every subsequent-born Son of the said *George Granville* late Duke of *Sutherland*, severally and successively according to the Priority of their Births, and after the Determination of the Estate and Interest of each of the same Sons respectively, and also (as the Circumstances of the Case should require) after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of such Son respectively, or who would, in case of the Death of his Parent, if such Death had taken place, be the Heir Male of his Body under an Estate Tail limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable
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as aforesaid, and Twenty Years, or either of them, should so long continue, and he should within Three Calendar Months after he should become entitled to the Receipt of the said Income take and thenceforth continually use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons and the Person who for the Time being should answer (or in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body to be preferred before every younger of the same Sons and the Person who for the Time should answer (or in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body, yet nevertheless so that the Term or Estate of each such Son and Sons respectively should determine in favour of the Person or Persons to be next entitled by way of Remainder when and if and as soon as the same Son or Person should become Marquis of *Stafford*, or that Dignity would have descended on or devolved to him under the then present Limitation of the same Dignity if then subsisting, so that no Person being Marquis of *Stafford*, or who would be Marquis of *Stafford* under the then present Limitation of that Dignity if then subsisting, might from and after the Time that such Person should (or in case of the Continuance of that Dignity would) be Marquis of *Stafford* become or continue to be entitled to all or any Part of the Income of the said Trust Estates, Canal, and Trade, and from and after the Determination of the respective Estates and Interests of the Third and other subsequent-born Sons of the said *George Granville* late Duke of *Sutherland*, and of the Person who for the Time being should be (or who in case of the Death of his Parent would be) the Heir Male of the Body of the same Sons respectively, then in trust for the First, Second, Third, Fourth, Fifth, and all and every Son and Sons of the said Sir *Archibald Macdonald* and *Louisa* his then Wife, born and to be born, severally and successively in remainder one after another according to the Priority of their Births, and after the Determination of the Estate and Interest of each of the same Sons respectively, and also (as the Circumstances of the Case should require) after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the same Son, or who in case of the Death of his Parent, if such Death had taken place, would be Heir Male of his Body under an Estate Tail limited to him and the Heirs Male of his Body, to hold to the same Son or Person respectively for the Time being entitled as aforesaid for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and the Person who for the Time being should be entitled to the said Income of the said Trust Estates, Canal, and Trade should within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons and the Person who for the Time being should answer (or who in case of the Death of his Parent,

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if such Death had taken place, would answer) the Description of Heir Male of his Body to be preferred before every younger of the same Sons and the Person who for the Time being should answer (or who in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body, and from and after the Determination of the Estate or Interest of each of the same Sons respectively, and of the Person who for the Time being should answer (or who in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body, in trust for the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth, and all and every other Son and Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife (since deceased), born and to be born, severally and successively in remainder one after the other according to the Priority of their Births, and after the Determination of the Estate and Interest of each of the same Sons respectively, and also (as the Circumstances of the Case should require) after the Determination of the Estate of any Person or Persons taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the same Son, or who in case of the Death of his Parent, if such Death had taken place, would be Heir Male of his Body under an Estate Tail limited to him and the Heirs Male of his Body, to hold to the same Son or Person respectively for the Time being entitled as aforesaid for a Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and the Person who for the Time being should be entitled to the said Income of the said Trust Estates, Canal, and Trade should within Three Calendar Months after he should become entitled to the Receipt of the said Income, and thenceforth continually, use the Surname and bear the Arms of *Egerton* only, every elder of the same Sons and the Person who for the Time being should answer (or who in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body to be preferred before every younger of the same Sons and the Person who for the Time being should answer (or who in case of the Death of his Parent, if such Death had taken place, would answer) the Description of Heir Male of his Body, and from and after the Determination of the Estate and Interest of each of the same Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife, and of the Persons who from Time to Time should answer the Description of Heir Male of their Bodies, or who in case of the Death of their Parents, if such Deaths had taken place, would answer the Description of Heirs Male of their Bodies, then in trust for the Most Noble *George Granville* now Duke and Earl of *Sutherland* (then called Lord *Strathnaver*), the eldest Son of the said *George Granville* late Duke of *Sutherland*, for Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and after the Determination of the Estate or Interest of

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of the said *George Granville* now Duke and Earl of *Sutherland*, in trust for the First, Second, Third, Fourth, Fifth, Sixth, and all and every other subsequent-born Son of the said *George Granville* now Duke and Earl of *Sutherland*, severally and successively according to the Priority of their Births, and after the Determination of the Estate and Interest of each of the same Sons respectively, and also (as the Circumstances of the Case should require) after the Determination of the Estate of any Person taking from Time to Time under or as answering the Description of Heir Male of his Body, in trust for the Person or Persons who for the Time being and from Time to Time should answer the Description of Heir Male of his Body, or who would be the Heir Male of his Body under an Estate limited to the same Son and the Heirs Male of his Body, to hold to the same Son or Person respectively for the Term of Ninety-nine Years, if the same Son or Person respectively should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, every elder of the same Sons and the Person who for the Time being should answer the Description of Heir Male of his Body to be preferred before every younger of the same Sons and the Person who for the Time being should answer the Description of Heir Male of his Body, and from and after the Determination of the respective Estates and Interests of the First and other Sons of the said *George Granville* now Duke and Earl of *Sutherland*, and of the Person who for the Time being should be the Heir Male of the Body of the same Sons respectively, in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir Male of the Body of the said *George Granville* late Duke of *Sutherland*, or who would be the Heir Male of his Body under an Estate limited to the said *George Granville* late Duke of *Sutherland* and the Heirs Male of his Body by his the said Testator's Will, to hold to the same Person severally and successively for the Term of Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue, and from and after the Determination of the respective Estates and Interests of the Persons who for the Time being should so answer the Description of Heir Male of the Body of the said *George Granville* late Duke of *Sutherland*, then in trust for the Person who for the Time being and from Time to Time should answer the Description of Heir of the said *George Granville* late Duke of *Sutherland*, or who would be his Heir under an Estate limited to him and his Heirs by his the said Testator's Will, to hold to the same Person severally and successively for the Term of Ninety-nine Years, if he should so long live, and the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, or either of them, should so long continue; and the said Testator also directed that each of the said Terms of Ninety-nine Years, determinable as aforesaid, should commence from the Time when the Person respectively to whom the same Term was limited should become entitled to the Income of all or any Part of the same Trust Estates, Canal, and Trade respectively under the Limitations or Trusts therein-before contained; and the said Testator directed

directed that after the Expiration or other sooner Determination of the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, all the said Trust Estates and Trust Property should be settled, conveyed, and assured by his then Trustee or Trustees thereof to such Person or Persons as would at that Time be entitled to the same, either by Purchase or by Descent, for the First or immediate Estate or Estates for Life, in Tail, or in Fee, in the same Trust Estates, if the same Trust Estates had been by that his Will limited, devised, settled, or assured, in manner or to the Effect following; (that is to say,) to the Use of the said *George Granville* late Duke of *Sutherland* and his Assigns for his Life, with Remainder to the said *Francis Egerton* Earl of *Ellesmere* for his Life, with Remainder to his First, Second, and other subsequent-born Sons successively according to the Priority of their Birth in Tail Male, with Remainder to the Third and every subsequent-born Son of the said *George Granville* late Duke of *Sutherland* successively according to the Priority of their Births in Tail Male, with a Proviso for the Cesser of the Estate of each of them the said *Francis Egerton* Earl of *Ellesmere*, and his First, Second, and other Sons, and the Heirs Male of their Bodies, and the Third and other subsequent-born Sons of the said *George Granville* late Duke of *Sutherland*, and the Heirs Male of their respective Bodies, who for the Time being and from Time to Time should become Marquis of *Stafford*, or who would be entitled to succeed to that Dignity if then subsisting, or who should refuse to take the Surname and bear the Arms of *Egerton* within Three Calendar Months after he or they respectively should become Tenant for Life or Tenant in Tail in possession, as if such Son being Tenant for Life was actually dead, or such Sons or Heirs Male being Tenants in Tail were dead without Issue Male inheritable to their Estates Tail, and for the Acceleration of the Estates next in remainder according to their Priority, with Remainder to the First and other Sons of the said Sir *Archibald Macdonald* and *Louisa* his Wife, born and to be born, successively according to the Priority of their Births in Tail Male, with a like Proviso of Cesser and Acceleration of the Remainders, with Remainder to the First and other Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his then Wife, successively according to the Priority of their Births in Tail Male, with the like Proviso of Cesser and Acceleration, with Remainder to the said *George Granville* now Duke and Earl of *Sutherland* for his Life, with Remainder to his First and other Sons, successively according to the Priority of their Births in Tail Male, with Remainder to the said *George Granville* late Duke of *Sutherland* in Tail Male, with Remainder to him in Tail, with Remainder to him in Fee; and the said Testator further directed, that the Person or Persons to whom such Conveyances should be made should have such Estate in the said Trust Estate as he or they would at that Time be entitled to take under the said Limitations if the same Limitations had been actually made by his said Will, and with the same or the like Remainders over, Provisoes, and Conditions as if the said Trust Estates had been devised by the said Testator's said Will in manner aforesaid, or as near thereto as
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might be, and the Circumstances of the Case and the Rules of Law and Equity would permit; yet nevertheless the said Testator directed and declared that no such Person should have or be entitled to a vested Estate, or any other than a contingent Interest, till the Expiration or the sooner Determination of the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, and that such Limitations were introduced into his said Will only for the Purpose of ascertaining the Objects to whom such Conveyances should be made, and not for the Purpose of making any immediate Devise or Gift, or raising any immediate or present Estate by way of Trust or otherwise for them; on the contrary thereof, the said Testator directed, that during the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years, no Person or Persons should be entitled at Law and in Equity to any beneficial Estate of and in his said Trust Estates or the Income thereof by way of vested Interest for any longer Period than Ninety-nine Years, determinable as therein-before was mentioned, it being his Intention, as far as the Rules of Law and Equity would permit, by the Means adopted in his said Will, to suspend the Right to the Inheritance of his said Trust Estates, for the Purpose of keeping his said Canal and the Trade thereof, together with the Estates annexed thereto, as One joint Fund under such Control, Superintendence, and Management thereof as aforesaid, to the Intent that the Public might reap from the same those Advantages which he hoped and trusted the Plan adopted in the said Will was calculated to produce for their Benefit; and the said Testator declared that all Manors, Messuages, Tenements, and Hereditaments situate in the Counties of *Lancaster* and *Chester*, or either of them, which were in his own Occupation, or in the Occupation of any other Person or Persons as Tenant to him, were and were intended to be comprised in the Devise made by him to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, in trust as aforesaid, so that all Persons claiming any Benefit under his said Will might be bound to confirm his Will and the several Provisions thereof, as far as related to the same Messuages, Lands, Tenements, and Hereditaments respectively; and in the said Will there is contained the usual Provision for the Change and Appointment of new Trustees, so as to supply Vacancies in their Number: And whereas the said *Francis* Duke of *Bridgewater* made and published a Codicil to his said Will of the same Date, and thereby, notwithstanding the Devise in his said Will of his Manors and Hereditaments situate in the Counties of *Hertford* and *Buckingham*, or either of them, and by way of Exception out of the same, and notwithstanding any other Devise in his Will, he gave and devised all his Messuages and Hereditaments situated at, in, or called "*Woolmer's*," in the said County of *Hertford*, with their Rights, Members, and Appurtenances, to and to the Use of his Nephew the said *George Granville* late Duke of *Sutherland*, his Heirs and Assigns, for ever; and the said Testator, after noticing that it might happen that divers Manors and Hereditaments might be thereafter purchased by him, and that it was his Intention to republish his Will from Time to Time as

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Circumstances should require, to the Intent that the same Manors and Hereditaments might pass under such Words contained in his said Will as should be applicable to the same Manors and Hereditaments respectively; but, to avoid, as far as might be, any Omission on his Part to republish his Will, the said Testator did direct, that no Person or Persons, being his Heir or Heirs at Law, at or at any Time after his Death should be entitled to any Benefit under the Trusts or Provisions of the said Will, or of any Codicil or Codicils added or to be added to the same, unless such Person or Persons should, when thereunto required, and at the Costs and Charges of the Trust Estates, or of the Person or Persons making such Request, convey all such Manors and Hereditaments as should thereafter be purchased by him the said Testator, and vest in such Person or Persons by Descent, so and in such Manner that the same Manors and Hereditaments might vest in such Person or Persons respectively as if the same had been included in and devised by his said Will, and that in default thereof the Person or Persons who should be disappointed by the Refusal of his Heir or Heirs at Law to make such Conveyance as aforesaid of any Manors and Hereditaments to be thereafter purchased by him the said Testator, and vested in his Heir or Heirs at Law by Descent, should be compensated, as far as the Circumstances of the Case would admit, out of the Devises or Provisions made or to be made either by his said Will or any Codicil or Codicils thereto for the same Person or Persons respectively refusing as aforesaid, and as near as might be according to the Rules of Equity applied in the like Cases under the Doctrine of Election; and that in all other respects the Provisions made by his said Will for the Person or Persons so refusing should go and be applied in the same or in the like Manner as if the Person or Persons so refusing had departed this Life in his the said Testator's Lifetime; and the said Testator did confirm his said Will in all other respects: And whereas by an Act passed in the Session of Parliament held in the Eighth and Ninth Years of Her present Majesty, intituled *An Act to enable the Trustees of the Will of the Most Noble Francis late Duke of Bridgewater to carry into execution certain Articles of Agreement made and entered into by them with the Right Honourable Francis Egerton commonly called Lord Francis Egerton, and to raise Money for the Purposes expressed in the said Articles of Agreement, and for other Purposes*, after reciting to the Effect hereinbefore recited; and reciting the Death of the said *Francis Duke of Bridgewater*, and the Probate of his said Will and Codicil; and also reciting, that by an Indenture bearing Date the Thirty-first Day of *August* One thousand eight hundred and three, grounded on a Lease for a Year, and made or expressed to be made between the Right Honourable *Charles Long* of the First Part, the said *John William Earl of Bridgewater* of the Second Part, and the said *Sir Archibald Macdonald*, the said *Edward Lord Archbishop of York* (then Bishop of *Carlisle*), and the said *Robert Haldane Bradshaw* of the Third Part, in order to comply with and discharge the said Condition annexed to the said Devise to the said *John William Earl of Bridgewater* as aforesaid, the said *Charles Long* (by the Direction of the said *John William Earl of Bridgewater*), and also the said *John William*

8 & 9 Vict.
c. 29.

William Earl of Bridgewater, did grant and release unto the said *Sir Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, and to their Heirs and Assigns, all the said Hereditaments comprised in the said Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, with their Appurtenances, to hold the same unto and to the Use of the said *Sir Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, nevertheless upon the Trusts declared by the said *Francis Duke of Bridgewater* in and by his said Will of his Canal and Real Estates in *Lancashire*, thereby devised unto and to the Use of the said *Sir Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, and referred to by the said Duke in the Devise contained in his said Will to the said Earl of *Bridgewater*, his Heirs or Assigns, upon condition as aforesaid; and reciting, that the said *George Granville* late Duke of *Sutherland* died on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-three, and that thereupon the said *Francis Egerton* Earl of *Ellesmere* (then *Lord Francis Leveson Gower*) became entitled under the said Will to the Income of the said devised Estates and Premises, and that he did, in compliance with the Direction in that Behalf contained in the said Will, within Three Calendar Months after the Death of his said Father, assume the Name and Arms of *Egerton* only (which he hath ever since borne and used); and reciting, that the said *Sir Archibald Macdonald* died on or about the Eighteenth Day of *May* One thousand eight hundred and twenty-six, and that the Right Honourable *William Earl of Devon* (then *William Courtenay Esquire*) was duly appointed a Trustee of the said Will in the Place of the said *Sir Archibald Macdonald*, in pursuance of a Power in that Behalf in the said Will contained; and reciting, that the said *Robert Haldane Bradshaw* did in or about the Month of *February* One thousand eight hundred and thirty-four resign the Office of Trustee and Superintendent of the said Canal, Estates, and Premises under the said Will, and that *James Sothern* Gentleman was duly appointed to be Trustee and Superintendent in the Place of the said *Robert Haldane Bradshaw*, in pursuance of a Power in that Behalf in the said Will contained; and reciting, that in or about the Month of *March* One thousand eight hundred and thirty-seven the said *James Sothern* did resign his said Office of Trustee and Superintendent of the said Canal, Estates, and Premises, and that *James Loch* Esquire was duly appointed to be Trustee and Superintendent in the Place of the said *Robert Haldane Bradshaw*, in pursuance of the Power in that Behalf in the said Will contained; and reciting divers Deeds and Conveyances whereby the said Canal, Estates, and Premises were from Time to Time duly conveyed to and vested in the Trustees for the Time being of the said Will, and ultimately that, by an Indenture of Release and Assignment bearing Date on or about the Second Day of *March* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *Edward Lord Archbishop of York*, *William Earl of Devon*, and *James Sothern* of the First Part, the said *James Loch* of the Second Part, and *Edward Gatty* Gentleman

man of the Third Part, all such Parts of the said Manors, Canal, Hereditaments, and other Premises by the said Will devised to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, in trust as aforesaid, as were of Freehold Tenure, with their Appurtenances, and also all the said Manors, Hereditaments, and Premises comprised in and expressed to be conveyed by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all such other Manors and other Freehold Hereditaments as were then vested in the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, under or by virtue of the said Will, or the said First Codicil thereto, or the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or otherwise, upon the Trusts of the said Will, with their Appurtenances, were conveyed to the Use of the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns, nevertheless upon the Trusts of the said Will of the said *Francis* Duke of *Bridgewater*, and that by virtue of the same Indenture of Release and Assignment, and of a certain Indenture of Assignment endorsed thereon, all such Parts of the said Manors, Canal, Hereditaments, and Premises by the said Will given to the said Sir *Archibald Macdonald*, *Edward* Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, in trust as aforesaid, as were then held by the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, for any Term or Terms of Years, with their Appurtenances, were assigned and transferred to the said *Edward* Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, for all the then Residue of such Term or Terms, nevertheless upon the Trusts of the said Will; and reciting, that the said *George Granville* late Duke of *Sutherland* had Two Sons only, namely, the said *George Granville* now Duke and Earl of *Sutherland*, his eldest Son and Heir at Law, and the said *Francis Egerton* Earl of *Ellesmere*; and reciting, that the said *Francis Egerton* Earl of *Ellesmere* then had Five Sons, namely, *George Granville Egerton* (now commonly called Viscount *Brackley*), who had then attained his Age of Twenty-one Years, and *Francis Egerton*, *Algernon Egerton*, *Arthur Frederick Egerton*, and *Granville Egerton*, all of whom were then Infants under the Age of Twenty-one Years, and no other Issue Male; and reciting, that the said Sir *Archibald Macdonald* had Issue by the said *Louisa* his Wife *James Macdonald* (who became Sir *James Macdonald* Baronet) his only Son, and that the said Sir *James Macdonald* died in or about the Month of *June* One thousand eight hundred and thirty-two, having had Two Sons only, namely, *Archibald Keppel Macdonald*, who upon the Decease of the said Sir *James Macdonald* became Sir *Archibald Keppel Macdonald* Baronet, his eldest Son, and one other Son, namely, *Granville Southwell Macdonald*, and no other Issue Male; and reciting, that the said Sir *Archibald Keppel Macdonald* had then attained the Age of Twenty-one Years, and was a Bachelor, and that the said *Granville Southwell Macdonald* died on or about the Third Day of *December* One thousand eight

eight hundred and thirty-one, an Infant and a Bachelor; and reciting, that the said *Edward* Lord Archbishop of *York* and *Anne* his Wife had Eleven Sons, and no more, namely, *George Granville Harcourt*, *Edward Venables Vernon Harcourt*, *Leveson Venables Vernon Harcourt*, *William Venables Vernon Harcourt*, *Frederick Edward Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Granville Venables Harcourt Vernon*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt*; and reciting, that the said *Edward Venables Vernon Harcourt* died in the Month of *May* One thousand eight hundred and six, a Bachelor, and that the said *William Venables Vernon Harcourt* had Two Sons only, namely, *Edward William Vernon Harcourt* and *William George Granville Vernon Harcourt*, both of whom were then Infants under the Age of Twenty-one Years, and Bachelors; and reciting, that the said *Frederick Edward Venables Vernon Harcourt* then had Two Sons only, namely, *Augustus George Vernon Harcourt* and *Leveson Francis Vernon Harcourt*, both of whom were then Infants under the Age of Twenty-one Years, and Bachelors; and reciting, that the said *Granville Venables Harcourt Vernon* then had Four Sons only, namely, *Granville Edward Harcourt Vernon* and *Evelyn Hardolph Harcourt Vernon*, who had then attained the Age of Twenty-one Years, and were then Bachelors, and *Henry Arthur Harcourt Vernon* and *Charles Egerton Harcourt Vernon*, who were then Infants under the Age of Twenty-one Years, and Bachelors; and reciting, that the said *George Granville Harcourt*, *Leveson Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt* respectively had attained the Age of Twenty-one Years, and had no Issue Male; and reciting, that the said *George Granville* now Duke and Earl of *Sutherland* then had Three Sons only, namely, the Right Honourable *George Granville William Sutherland Leveson Gower* commonly called Marquis of the County of *Stafford*, the Honourable *Frederick George Sutherland Leveson Gower* commonly called Lord *Frederick George Sutherland Leveson Gower*, and the Honourable *Albert Sutherland Leveson Gower* commonly called Lord *Albert Sutherland Leveson Gower*, all of whom were then Infants under the Age of Twenty-one Years, and Bachelors; and reciting, that an Act of Parliament was passed in the Seventh Year of the Reign of King *George* the First, intituled *An Act for making the Rivers Mercy and Irwell navigable from Liverpool to Manchester in the County Palatine of Lancaster*, and that by another Act of Parliament passed in the Thirty-fourth Year of the Reign of King *George* the Third, intituled *An Act for altering an Act passed in the Seventh Year of the Reign of His late Majesty King George the First, intituled 'An Act for making the Rivers Mercy and Irwell navigable from Liverpool to Manchester in the County Palatine of Lancaster,' by incorporating the Proprietors of the said Navigation, and to declare their respective Shares therein to be Personal Estate*, the several Parties named in the last-mentioned Act being all the then Proprietors

7 G. 1. c. 15.

34 G. 3. c. 37.

[Private.]

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prietors of Shares in the said Navigation, and their respective Executors, Administrators, and Assigns, were united into a Company for managing, carrying on, and maintaining the said Navigation, according to the said Act of the Seventh Year of the Reign of King *George* the First, and the Rules, Orders, and Directions in the said Act of the Thirty-fourth Year of the Reign of King *George* the Third contained or referred to, and were incorporated by the Name of "The Company of Proprietors of the *Mersey and Irwell* Navigation," and were by that Name declared to have perpetual Succession and a Common Seal, and that it was by the last-mentioned Act enacted, that the said Navigation, and the Tonnage Rate and Duties arising and to arise from the same, and the Messuages, Buildings, Warehouses, Wharfs, Quays, Lands, and Hereditaments whereof the said several Proprietors, or any Person or Persons in trust for them, was or were seised or possessed, and also all the Boats, Barges, Vessels, and other Effects, Matters, and Things belonging to the said Navigation, or held, used, and enjoyed therewith or belonging to the same, should be vested in the said Company of Proprietors, for the Benefit of the said several Proprietors, according to their several and respective Shares and Interests therein, and that all such Shares should be Personal Estate, and should be transmissible as such to the Executors, Administrators, and Assigns of such Proprietors respectively, and should not be of the Nature of Real Property; and reciting, that a very large Part of the Income of the said Trust Estates and Trust Property of the said *Francis* Duke of *Bridgewater* so devised and bequeathed by the said Will as aforesaid arose from the Revenue derived from the Freight and Tonnage of Goods and Merchandize carried along the said River *Mersey* and the said *Bridgewater* Canal between the Port of *Liverpool* and *Manchester*, and that the Line of the said *Mersey and Irwell* Navigation was constructed for the Conveyance of Goods and Merchandize between the same Places; and reciting, that the great Majority of the Owners of the Shares in the said *Mersey and Irwell* Navigation Company having expressed their Willingness to dispose of their Shares in the said Company on Terms which to the said Trustees of the said *Francis* Duke of *Bridgewater* appeared reasonable, it was considered by the said Trustees that it would be very beneficial to the Person or Persons interested in the said Trust Estates and Property of the said *Francis* Duke of *Bridgewater* if the whole of the Shares in the said Undertaking were purchased, and so as that thereby the said Two Canals and Navigation would be under One uniform and efficient Course of Management, and which could be done more economically than when separately conducted, and by which Means also the said Trustees considered that it was probable the Public would reap those Advantages which the said *Francis* Duke of *Bridgewater* trusted the Plan adopted by his said Will was calculated to produce for their Benefit; but, although the said Trustees had no immediate Authority to purchase the said Shares, they consented, with the Approbation of the said *Francis Egerton* Earl of *Ellesmere*, to purchase the same, provided Power could be obtained from Parliament to do so, and that as an Act for that Purpose could not at the Time be applied for, the said *Francis Egerton* Earl of *Ellesmere*, in order to avoid the Inconvenience which

which would have resulted from the Postponement or the Prolongation of the Negotiation, agreed, for and on behalf of the said Trustees of the said Will of the said *Francis Duke of Bridgewater*, to purchase all the Shares and Property of the Proprietors of the said *Mersey and Irwell* Navigation, and to have the same transferred to him, or to other Persons in trust for him, as after mentioned; and reciting, that by virtue of certain Indentures of Assignment therein mentioned divers Shares in the said *Mersey and Irwell* Navigation Company had been assigned to and were then vested in the said *Francis Egerton* Earl of *Ellesmere*, and that under and by virtue of divers other Indentures of Assignment and Declarations of Trust therein recited or referred to Thirty other Shares in the said Navigation Company had been assigned, and were then vested as follows; (namely,) Five in *Samuel Henry Thompson* and *George Hughes Thompson*, other Five in the said *James Loch*, other Five in *George Loch* Esquire, other Five in *William Slater* Gentleman, other Five in the said Viscount *Brackley*, and other Five in *James Hibbert Wanklyn* Esquire, all nevertheless in trust for the said *Francis Egerton* Earl of *Ellesmere*, his Executors, Administrators, and Assigns; and reciting, that with respect to other Two Shares in the said Navigation Company *Francis Aspinall Philips* Esquire had covenanted with the said *Francis Egerton* Earl of *Ellesmere*, that within Six Calendar Months after the then Disability of *Hindley Leigh Philips* Esquire (who was then a Lunatic) to execute legal Assurances should have ceased, or in case the said *Hindley Leigh Philips* should die before such Disability should have ceased, then within Six Calendar Months after his Decease, the said *Hindley Leigh Philips*, his Executors, Administrators, or Assigns, should assign the Two Shares of him the said *Hindley Leigh Philips* in the said Navigation Company to the said *Francis Egerton* Earl of *Ellesmere*, his Executors, Administrators, and Assigns; and reciting, that the said Shares so respectively assigned to or in trust for the said *Francis Egerton* Earl of *Ellesmere*, or so contracted to be purchased as aforesaid, were all the Shares in the said corporate Undertaking of the said *Mersey and Irwell* Navigation; and reciting, that the said *Francis Egerton* Earl of *Ellesmere*, in order to make and complete such Purchase of the said Shares of the said Navigation, for and on behalf of the said Trustees, borrowed and took up at Interest several Sums of Money, amounting in the whole to the Sum of Four hundred and two thousand Pounds; and reciting, that by certain Articles of Agreement bearing Date the Ninth Day of *May* One thousand eight hundred and forty-five; and made or expressed to be made between the said *Francis Egerton* Earl of *Ellesmere* (then Lord *Francis Egerton*) of the First Part, the said Viscount *Brackley* (then *George Granville Egerton*) of the Second Part, and the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* of the Third Part, it was mutually covenanted and agreed between and by the said Parties thereto, that the said Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs or Assigns, should forthwith apply to Parliament and endeavour to obtain an Act for the Purpose of enabling them or other the Trustee or Trustees for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater* to complete the

the said Purchase of all the said Shares in the said *Mersey and Irwell* Navigation, and that upon such Act being obtained the said *Francis Egerton* Earl of *Ellesmere*, his Executors, Administrators, or Assigns, and all other necessary Parties, should assign or procure to be assigned all and singular the said Shares of and in the said *Mersey and Irwell* Navigation so transferred to or in trust for him the said *Francis Egerton* Earl of *Ellesmere*, or agreed to be purchased as aforesaid, unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, their Executors, Administrators, and Assigns, to be held in all respects upon the same Trusts, and for the same Ends, Intents, and Purposes as were by the said Will of the said *Francis* Duke of *Bridgewater* limited and declared of and concerning the said Trust Estates, Canal, and other Trust Property so as aforesaid devised and bequeathed by the said Will, and to the Intent that the same should in all respects go and be held therewith as if the same had been devised and bequeathed by the said Will, and so that the Income of the said Shares should be in trust for the Person or Persons who were or should become entitled to the net Income of the said Trust Estates and Canal of the said *Francis* Duke of *Bridgewater*, subject nevertheless as to such Shares to the Debts and Liabilities of the said Company existing at the Date and Execution of such future Assignment, and to the several Articles, Clauses, and Agreements on which the said Company should then hold the same, and also subject to the several Bond Debts mentioned and specified in the Schedule to the said Agreement now in recital, but subject nevertheless to its being proved to the Satisfaction of the said Trustees or Trustee for the Time being that such Debts and Liabilities (exclusively of the said Bond Debts) did not exceed in Amount the Credits of the said Company, and further, that he the said *Francis Egerton* Earl of *Ellesmere*, his Executors, Administrators, or Assigns, should, at his or their own Expense, make out and show to the Satisfaction of the Counsel of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, a good and marketable Title to all the said Shares of and in the said Navigation and Property, and do all such Acts as should be necessary in order to the perfecting the Title to the same, and that it was by the said Articles further agreed, that the Price paid for the said Shares by the said *Francis Egerton* Earl of *Ellesmere* should be raised by a Mortgage of all or any Part of the said Trust Estates, Canal, and Premises so as aforesaid devised and bequeathed by the Will of the said *Francis* Duke of *Bridgewater*, or of the said Shares so contracted to be purchased as aforesaid, and that for that Purpose a Power should be inserted in the said Act so to be applied for for the raising the same, and applying the said Monies in satisfaction and discharge of the Monies secured by the aforesaid Bonds and the Interest thereon, and to the Intent to indemnify the said *Francis Egerton* Earl of *Ellesmere*, his Heirs, Executors, Administrators and Assigns, and his and their Estate and Effects, from all
Losses,

Losses, Costs, and Expenses for or by reason of his having entered into such Bonds as aforesaid, and that it was by the said Articles further agreed, that in such Act should be contained a Power of Sale of the said Shares of the said *Mersey and Irwell* Navigation by the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, with the Consent in Writing for the Time being of the Person or Persons entitled to the Income of the said Estates and Premises so devised and bequeathed by the said Will of the said *Francis* Duke of *Bridgewater* as aforesaid; it was by the Act now in recital enacted, that the said therein-before recited Articles of Agreement, and every Clause, Matter, and Thing therein contained, (except so far as respected the said Power of Sale therein mentioned,) should be absolutely ratified, confirmed, and established, and should be binding and conclusive on all the Parties to the same Articles of Agreement respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all Persons claiming or to claim by, from, through, under, or in trust for them respectively, or under or by virtue of the Trusts and Limitations contained in the said Will of the said *Francis* Duke of *Bridgewater*, and should take effect and might be enforced as fully and effectually to all Intents and Purposes as the same would have been and done if the same Articles of Agreement, and every Clause, Matter, and Thing therein contained, had been specifically and severally set forth and enacted in and by the said Act now in recital; but so that not exceeding Twenty-five Shares might be and remain in other Parties, to be from Time to Time named by the said Trustees or Trustee, so as in all respects to keep up the Number of Five Proprietors to constitute a Committee of Management under the said Acts therein-before recited; and it was by the Act now in recital further enacted, that all the Acts, Deeds, and Things by the said therein-before recited Articles of Agreement covenanted, agreed, or approved of, to be made, done, and performed, and which but for the Act now in recital could not be lawfully made, done, performed, or approved of, might, after the passing thereof, be lawfully made, done, performed, and approved of respectively, and that the said Act should at all Times operate to remove any legal Incapacity, and to supply every Power, Authority, and Facility necessary for carrying the Articles of Agreement, and every Covenant, Agreement, Clause, Provision, Matter, and Thing therein contained, into full and complete Effect; and it was by the Act now in recital further enacted, that it should be lawful for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James* *Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, and they and he were and was thereby authorized and required, to borrow at Interest any Sum or Sums of Money not exceeding in the whole the Sum of Four hundred and two thousand Pounds, and as a Security for the Money so to be borrowed, by any Deed or Deeds to demise all or any of the Manors, Tolls, and Hereditaments which for the Time being should be held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James* *Loch*, or other the Trustees or Trustee for the Time being of the said

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Trust

Trust Estates of the said *Francis Duke of Bridgewater*, upon the subsisting Trusts of the said Will of the said Duke, and also including the said Shares so to be assigned, or any of them, to any Person or Persons, for any Term or Terms of Years, by way of Mortgage, for securing the Repayment of the Principal Monies advanced, with Interest, in manner therein mentioned, and that the Sum or Sums of Money which should be raised by way of Mortgage under the aforesaid Power should be applied by the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, in or towards Payment and Satisfaction of the Monies borrowed to complete the aforesaid Purchase, in such Order and Priority and in such Manner as they or he should think most beneficial and proper; and it was by the Act now in recital further enacted, that in the meantime and until the said Monies so borrowed as aforesaid should be paid off, the Interest of the same, or of such Part thereof as should from Time to Time remain unpaid and unsatisfied, should be paid by the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, out of the net Income of the same Trust Estates or of the said *Mersey and Irwell Navigation Company*, and that the Interest of the Principal Money to be secured by any such Mortgages as should be made under any of the Powers contained in the Act now in recital should from Time to Time be paid by the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee for the Time being of the Trust Estates of the said *Francis Duke of Bridgewater*, out of the net Income of the same Trust Estates or of the said *Mersey and Irwell Navigation Company*: And whereas by an Indenture bearing Date on or about the Seventeenth Day of *January* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Francis Egerton Earl of Ellesmere* (then called Lord *Francis Egerton*) of the one Part, and the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch* of the other Part, after reciting to the Effect hereinbefore recited, and mentioning that the Shares so purchased and absolutely assigned to the said *Francis Egerton Earl of Ellesmere* as aforesaid were duly entered in his Name in the Share Registry Book of the said *Mersey and Irwell Navigation*, and that it was intended that immediately after the Execution of the Indenture now in recital the same Shares should be transferred in such Registry into the Names of the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, and that the said several Shares so as aforesaid transferred to the said *Samuel Henry Thompson and George Hughes Thompson*, and the said *James Loch, George Loch, William Slater, Viscount Brackley, and James Hibbert Wanklyn*, should remain in their said Names respectively in the said Share Registry Book, nevertheless in trust for the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, or other the Trustees or Trustee of the said Will of the said *Francis Duke of Bridgewater*,

Transfer of
the Mersey
and Irwell
Navigation
Shares to
the Trustees,
dated 17th
January
1846.

Bridgewater, and for the Purposes therein-after mentioned; and also reciting, that the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* were advised and were fully satisfied that the Debts and Liabilities of the said *Mersey and Irwell* Navigation Company, exclusively of the Bond Debts (being the said Bonds so as aforesaid given by the said Earl of *Ellesmere* for the Purchase of the said Shares), did not exceed in Amount the Credits of the same Company, and that the Title of the said Earl of *Ellesmere* to all the said Shares of and in the said *Mersey and Irwell* Navigation and Property was a good and marketable one; it was by the said Indenture now in recital witnessed, that in consideration of the Premises the said *Francis Egerton* Earl of *Ellesmere* did assign unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, all those the several Shares of and in the said *Mersey and Irwell* Navigation so transferred to him the said *Francis Egerton* Earl of *Ellesmere* as aforesaid, and which in the said Transfer Book were numbered as therein more particularly mentioned; and also the said Two Shares agreed to be purchased for or on behalf of the said *Hindley Leigh Philips*, and which in the said Share Registry were numbered as therein mentioned, to hold the same, with their Appurtenances, unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, upon the same Trusts, and for the same Ends, Intents, and Purposes, as were in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of the said Canal, Trust Estates, and Premises thereby devised and bequeathed, and to the Intent that the same Shares should in all respects go and be held therewith, and as if the same had been devised and bequeathed by the said Will, subject nevertheless to the Debts and Liabilities of the said Company, and to the several Covenants, Articles, Clauses, and Agreements on which the said Company then held their said Shares, and also subject to the several Bond Debts mentioned in the Schedule to the said Articles of Agreement; and it was by the Indenture now in recital further witnessed, that in consideration of the Premises the said *Francis Egerton* Earl of *Ellesmere* did assign unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, all those the several Shares in the said *Mersey and Irwell* Navigation so respectively assigned to the said *Samuel Henry Thompson* and *George Hughes Thompson*, *James Loch*, *George Loch*, and *William Slater*, Viscount *Brackley*, and *James Hibbert Wanklyn*, in trust for the said *Francis Egerton* Earl of *Ellesmere*, as aforesaid, and which said Shares were in the Share Registry Book numbered as therein particularly mentioned, to hold the same unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, nevertheless upon and for the like Trusts, Intents, and Purposes as were therein-before expressed and declared of and concerning the said Shares first therein-before assigned; and by the same Indenture now in recital it was agreed, that the said *Samuel Henry Thompson*, *George Hughes Thompson*, *James Loch*, *George Loch*, *William Slater*, Viscount *Brackley*, and *James Hibbert Wanklyn* should retain

Transfer of
Samuel and
George
Thompson's
Shares to the
Trustees,
dated 26th
December
1846.

Mortgage to
Lord Cot-
tenham and
others, dated
29th Decem-
ber 1846.

retain the said Shares so assigned to them respectively as aforesaid, and which together made up the Number of Twenty-five Shares, upon the Understanding that the said several Persons last mentioned should hold the same Shares in trust for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*: And whereas by an Indenture dated the Twenty-sixth Day of *December* One thousand eight hundred and forty-six, and made between the said *Samuel Henry Thompson* and *George Hughes Thompson* of the First Part, the said *Francis Egerton* Earl of *Ellesmere* of the Second Part, and the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* of the Third Part, the said Five Shares so assigned to and vested in the said *Samuel Henry Thompson* and *George Hughes Thompson* as aforesaid were assigned by them to the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, upon the Trusts declared by the lastly recited Indenture of the Shares thereby assigned as aforesaid: And whereas by an Indenture bearing Date on or about the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* of the First Part, the said *Francis Egerton* Earl of *Ellesmere* of the Second Part, and the Right Honourable *Charles Christopher* Lord *Cottenham*, Lord High Chancellor of *Great Britain*, the Honourable Sir *Edward Hall Alderson* Knight, One of the Barons of Her Majesty's Court of Exchequer, *James William Farrer* Esquire, and *George Law* Esquire of the Third Part, after reciting to the Effect herein-before recited; and reciting, that the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, as such Trustees as aforesaid, had, in pursuance of the Power or Authority in that Behalf vested in them by the said recited Act, applied to the said *Charles Christopher* Lord *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law* to advance to them the Sum of Forty-three thousand six hundred Pounds for the Purposes of the said recited Act, which they had agreed to do on having the Repayment of the said Sum, with Interest, secured to them in manner therein-after mentioned; and reciting, that the said *Charles Christopher* Lord *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law* might make further Advances to the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, for the Purposes of the same Act; it was by the Indenture now in recital witnessed, that for the Considerations therein mentioned the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch* did demise, and the said *Francis Egerton* Earl of *Ellesmere* did demise and confirm, unto the said *Charles Christopher* Lord *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, all and singular the Manors, Farms, Lands, Tenements, Mines, Collieries, Rents, Hereditaments, and Premises

Premises which were comprised in and conveyed by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all and singular the Manors, Farms, Lands, Tenements, Mines, Collieries, Rents, and Hereditaments which were comprised in and conveyed by a certain Indenture of Release bearing Date the Second Day of *August* One thousand seven hundred and sixty, and made between *Edward Watson* of the First Part, the Right Honourable *Penelope Cholmondeley* of the Second Part, and the said *Francis Duke of Bridgewater* of the Third Part, therein referred to, all which Premises were then vested in the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, upon the subsisting Trusts of the said Will of the said *Francis Duke of Bridgewater*, (other than such Parts of the same Premises as had been conveyed away in exchange under any of the Exchanges therein referred to,) and also (by way of Grant and Demise, and not of Exception,) all such Farms, Lands, Tenements, Mines, Collieries, Rents, Hereditaments, and Premises then vested in the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, as the Trustees under the same Will, as had been acquired by the Trustees acting for the Time being under the same Will in lieu of or in exchange for any Hereditaments which were comprised in and conveyed by the said Indentures of the Thirty-first Day of *August* One thousand eight hundred and three and the Second Day of *August* One thousand seven hundred and sixty, or either of them, as therein mentioned, to hold the same unto the said *Charles Christopher Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, subject nevertheless to the Proviso for Redemption of the same Premises therein-after contained; and it was by the Indenture now in recital witnessed, that the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch* did demise, and the said *Francis Egerton Earl of Ellesmere* did demise and confirm, unto the said *Charles Christopher Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law*, their Executors, Administrators, and Assigns, all those the said several Shares in the said *Mersey and Irwell Navigation* so transferred to them the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch* as aforesaid, and also the said Two Shares so as aforesaid registered in the Name of the said *Hindley Leigh Philips*, and covenanted to be transferred as aforesaid, and also all those the several Shares in the said Navigation assigned to the said *George Loch, William Slater, Viscount Brackley, and James Hibbert Wanklyn* respectively, in trust for the said *Francis Egerton Earl of Ellesmere* as aforesaid, and also all the beneficial (but not the legal) Estate and Interest of and in the Five Shares, numbered as therein mentioned, which were then vested in the said *James Loch* alone, in trust for the said *Edward Lord Archbishop of York, William Earl of Devon, and James Loch*, as Trustees under the said Will of the said *Francis Duke of Bridgewater* as aforesaid, to hold the same unto the said *Charles Christopher Lord Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law*, their Exe-

[Private.]

cutors, Administrators, and Assigns, for the Term of One thousand Years, subject nevertheless to the Proviso or Agreement thereafter contained for Redemption of the same Premises; and in the Indenture now in recital was contained a Proviso for the Cesser of the said Term thereby created on Payment by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Will of the said *Francis* Duke of *Bridgewater* or the said *Francis Egerton* Earl of *Ellesmere*, to the said *Charles Christopher* Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, of the Sum of Forty-three thousand six hundred Pounds, and also of all Sums of Money which might thereafter be advanced by the said *Charles Christopher* Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, to or for the Use or to the Account of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Will, not exceeding in the whole the Sum of Four hundred and two thousand Pounds, with Interest for all the said Sums respectively after the Rate and at the Days or Times therein mentioned and appointed for Payment of the same respectively: And whereas the said *Edward* late Lord Archbishop of *York* died on or about the Fifth Day of *November* One thousand eight hundred and forty-seven: And whereas by a Deed Poll under the Hand and Seal of the said *Francis Egerton* Earl of *Ellesmere*, bearing Date on or about the Tenth Day of *December* One thousand eight hundred and forty-seven, the said *Francis Egerton* Earl of *Ellesmere*, in pursuance of the Power in that Behalf in the said Will of the said *Francis* Duke of *Bridgewater* contained, did appoint the Right Honourable *George William Frederick Howard* commonly called Viscount *Morpeth* to be a Trustee of the said Will in the Place of the said *Edward* late Lord Archbishop of *York*: And whereas under and by virtue of an Indenture of Release and Assignment also bearing Date on or about the Tenth Day of *December* One thousand eight hundred and forty-seven, and made or expressed to be made between the said *William* Earl of *Devon* and *James Loch* of the First Part, the said *George William Frederick Howard* Viscount *Morpeth* of the Second Part, and *Edward Gatty* Gentleman of the Third Part, all such Parts of the said Manors, Canal, and Hereditaments by the said Will of the said *Francis* Duke of *Bridgewater* devised to the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, in trust as aforesaid, as were of Freehold Tenure, and also the said Manors and Hereditaments comprised in the said Indenture of Release of the Thirty-first Day of *August* One thousand eight hundred and three, and certain other Hereditaments comprised in certain Indentures of Release of the Twenty-third Day of *May* One thousand eight hundred and forty, the Day of One thousand eight hundred and forty, the Thirteenth Day

Appoint-
ment of
Viscount
Morpeth as
a Trustee,
10th Decem-
ber 1847.

Conveyance
of Trust
Estates,
10th Decem-
ber 1847.

Day of *April* One thousand eight hundred and forty-two; the Twentieth Day of *September* One thousand eight hundred and forty-two, and the Third Day of *June* One thousand eight hundred and forty-three, therein recited or referred to, (being Hereditaments which had been purchased or taken in exchange by the Trustees of the said Will, to be held upon the Trusts thereof, in pursuance of Powers in that Behalf in the said Will contained,) and also all such other Manors and other Freehold Hereditaments as were then vested in the said *William Earl of Devon* and *James Loch*, under and by virtue of the said Will, and the said First Codicil thereto, or the said Indentures of the Thirty-first Day of *August* One thousand eight hundred and three, the Twenty-third Day of *May* One thousand eight hundred and forty, the Day of One thousand eight hundred and forty, the Thirteenth Day of *April* One thousand eight hundred and forty-two, the Twentieth Day of *September* One thousand eight hundred and forty-two, and the Third Day of *June* One thousand eight hundred and forty-three, or any of them, or otherwise howsoever, upon the Trusts in the said Will declared, or such of them as were then subsisting, with their Appurtenances, (except such Hereditaments as had from Time to Time been conveyed by way of Sale or in exchange for other Hereditaments, in pursuance of the Powers of Sale and Exchange in the said Will contained,) were conveyed and assured to the said *Edward Gatty* and his Heirs, to the Use of the said *William Earl of Devon*, *George William Frederick Viscount Morpeth*, and *James Loch*, their Heirs and Assigns, nevertheless upon the Trusts by the said Will declared of and concerning the same, or such of the said Trusts as were then subsisting, subject nevertheless to the said Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six; and by virtue of the Indenture now in recital, and of a certain Indenture of Assignment bearing even Date therewith, and endorsed thereon, or of one of them, all such Parts of the said Manors, Canal, and Hereditaments by the said Will given to the said *Sir Archibald Macdonald*, *Edward Archbishop of York*, and *Robert Haldane Bradshaw*, in trust as aforesaid, as were then held by the said *William Earl of Devon* and *James Loch* as such Trustees as aforesaid for any Term or Terms of Years, with their Appurtenances, and also all and singular the said Shares in the said *Mersey and Irwell Navigation* so then vested in the said *William Earl of Devon* and *James Loch* as aforesaid, or to which they were in anywise entitled, either at Law or in Equity, under the said last-recited Act of Parliament and the said Indenture of the Seventeenth Day of *January* One thousand eight hundred and forty-six, or otherwise howsoever, (except the Five Shares which were then vested in the said *James Loch* alone, as Trustee for the Trustees of the said Will, as aforesaid,) and also all the beneficial (but not the legal) Estate and Interest in the said last-mentioned Five Shares, were assigned to and became vested in the said *William Earl of Devon*, *George William Frederick Viscount Morpeth*, and *James Loch*, their Executors, Administrators, and Assigns, nevertheless upon the Trusts upon which the same then were or ought to be held under and by virtue of the said Will, but subject to the Debts owing in respect of the same respectively, and also subject to the said Indenture

Further Charge to Lord Cottenham and others, 24th December 1847.

Indenture of Mortgage: And whereas by a Memorandum in Writing under the Hands of the said *Francis Egerton* Earl of *Ellesmere*, *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch*, bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and forty-seven, it was declared that the said *Charles Christopher* Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law* had, with the Privy and Consent of the said *Francis Egerton* Earl of *Ellesmere*, paid to the said *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch* the Sum of Sixty-two thousand two hundred Pounds, out of Monies belonging to the said *Charles Christopher* Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, on the same joint Account as was referred to in the said Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, and that the said Sum of Sixty-two thousand two hundred Pounds was so advanced to the said *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch* as a further Advance under the Provisions of the said Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, and to the Intent that the Repayment thereof, with Interest, to the said *Charles Christopher* Lord *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, according to the Terms of the same Indenture, might be secured under and by virtue of the same Indenture:

Transfer of J. H. Wanklyn's Shares to G. S. Fereday Smith, 18th March 1848.

And whereas by an Indenture bearing Date the Eighteenth Day of *March* One thousand eight hundred and forty-eight, made between the said *James Hibbert Wanklyn* of the First Part, the said *Francis Egerton* Earl of *Ellesmere* of the Second Part, the said *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch* of the Third Part, and *George Samuel Fereday Smith* Gentleman of the Fourth Part, the said Five Shares assigned to and vested in the said *James Hibbert Wanklyn* as aforesaid were assigned by him to the said *George Samuel Fereday Smith*, his Executors, Administrators, and Assigns, and by a Declaration of Trust under the Hand and Seal of the said *George Samuel Fereday Smith*, bearing even Date with the same Indenture, he has declared that he would stand possessed thereof in trust for the said *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*: And whereas since the passing of the said recited Act of the Eighth and Ninth Years of Her present Majesty the said Viscount *Brackley* hath married, and hath Issue One Son, namely, *Francis Charles Granville Egerton*, now an Infant of the Age of One Year or thereabouts, and the said *Francis Egerton* and *Algeron Egerton* have severally attained the Age of Twenty-one Years, and are Bachelors, but the said *Arthur Frederick Egerton* and *Granville Egerton*, the Two younger Sons of the said *Francis Egerton* Earl of *Ellesmere*, are still under the Age of Twenty-one Years, and are Bachelors, and the said *Francis Egerton* Earl of *Ellesmere* hath had no further Issue Male since the passing of the said last-mentioned Act: And whereas the said *Sir Archibald Keppel Macdonald* is still a Bachelor: And

Present State of Families of Parties interested.

And whereas the said *William Venables Vernon Harcourt* hath had no further Issue Male since the passing of the said last-mentioned Act, and his said Son the said *Edward William Vernon Harcourt* hath since attained the Age of Twenty-one Years, and is a Bachelor, and the said *William George Granville Vernon Harcourt* is still an Infant under the Age of Twenty-one Years, and unmarried: And whereas the said *Frederick Edward Venables Vernon Harcourt* hath had no further Issue Male since the passing of the said last-mentioned Act, and his said Two Sons the said *Augustus George Vernon Harcourt* and *Leveson Francis Vernon Harcourt* are both still Infants under the Age of Twenty-one Years, and unmarried: And whereas the said *Granville Venables Harcourt Vernon* hath had no further Issue Male since the passing of the said last-mentioned Act, and his said Sons the said *Granville Edward Harcourt Vernon*, *Evelyn Hardolph Harcourt Vernon*, *Henry Arthur Harcourt Vernon*, and *Charles Egerton Harcourt Vernon*, have severally attained the Age of Twenty-one Years, and are Bachelors: And whereas none of them the said *George Granville Harcourt*, *Leveson Venables Vernon Harcourt*, *Henry Venables Vernon Harcourt*, *Octavius Henry Cyril Venables Vernon Harcourt*, *Charles George Venables Vernon Harcourt*, *Francis George Randolph Venables Vernon Harcourt*, and *Egerton Venables Vernon Harcourt* have had any Issue Male since the passing of the said last-mentioned Act: And whereas the said Marquis of the County of *Stafford* and all the said younger Sons of the said *George Granville* now Duke and Earl of *Sutherland* are still Infants, and unmarried, and since the passing of the said last-mentioned Act the said *George Granville* now Duke and Earl of *Sutherland* hath had One other Son, namely, the Honourable *Ronald Charles Sutherland Leveson Gower* commonly called Lord *Ronald Charles Sutherland Leveson Gower*: And whereas the said *Francis Egerton* Earl of *Ellesmere* and his said Sons and Grandson, and the said Sir *Archibald Keppel Macdonald*, and the said Sons and Grandsons of the said *Edward* late Lord Archbishop of *York*, and the said *George Granville* now Duke and Earl of *Sutherland* and his said Sons, are the only Persons now in being who are interested in the Trust Estates and Trust Property held upon the Trusts of the said Will of the said *Francis Duke of Bridgewater*: And whereas the Bond Debts comprised in the Schedule to the said Agreement of the Ninth Day of *May* One thousand eight hundred and forty-five, entered into by the said *Francis Egerton* Earl of *Ellesmere* with the Trustees of the said Will, for the Sale to them of the said Shares in the said *Mersey and Irwell* Navigation, as herein-before mentioned or referred to, were Bonds given by the said *Francis Egerton* Earl of *Ellesmere* to enable him to raise the Purchase Monies and complete the Purchase of the said Shares: And whereas the Debts and Liabilities of the said *Mersey and Irwell* Navigation Company at the Date of the said Agreement for the Purchase thereof by the said Trustees consisted (amongst other things) of the several Sums of Money, amounting in the whole to the Sum of One hundred and sixty-two thousand six hundred Pounds, secured by Bonds or other Securities of the said Company specified in the Schedule to this Act annexed, and it will be for the Benefit of all Parties interested in the said Estates and Premises

Bond Debts contracted for the Purchase of Shares.

Expediency of altering former Act.

[Private.]

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mises

Trustees em-
powered to
raise
162,600*l.*, in
addition to
the Sum au-
thorized to
be raised by
the recited
Act.

mises subject to the Trusts of the said Will of the said *Francis Duke of Bridgewater* that the Powers for raising Monies by way of Mortgage of the said Estates and Premises given by the said recited Act of the Eighth and Ninth Years of Her present Majesty to the Trustees of the said Will should be extended to the raising of the Monies necessary to pay off and discharge the said Debts and Liabilities, and that such Powers should be altered, amended, and explained as after mentioned; but these Purposes cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *William Earl of Devon*, *George William Frederick Viscount Morpeth*, and *James Loch*, as such Trustees as aforesaid, the said *Francis Egerton Earl of Ellesmere* on behalf of himself and his said infant Sons, the said *Francis Egerton*, the said *Algernon Egerton*, and the said *George Granville Viscount Brackley* on behalf of himself and his said infant Son, 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, That it shall be lawful for the said *William Earl of Devon*, *George William Frederick Viscount Morpeth*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, and they and he are and is hereby authorized and required, to borrow at Interest any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and sixty-two thousand six hundred Pounds, in addition to the said Sum of Four hundred and two thousand Pounds so authorized to be raised as aforesaid, and as a Security for the Money so to be borrowed by any Deed or Deeds to demise all or any of the Manors, Messuages, Lands, Tolls, and Hereditaments which for the Time being shall be held by the said *William Earl of Devon*, *George William Frederick Viscount Morpeth*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, upon the subsisting Trusts of the said Will of the said Duke, (and either including the said Shares in the said *Mersey and Irwell* Navigation, or any of them, or not, as may be thought fit,) to any Person or Persons or Body or Bodies Politic or Corporate who shall be willing to lend the same, or to such Person or Persons as such Lenders or Lender may appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cesser of every such Term or Terms of Years on Payment to the Party or Parties or Body or Bodies Politic or Corporate who shall advance the Monies so to be borrowed, his, her or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate that may be agreed on, not exceeding Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Mortgage or Mortgages respectively appointed and specified; and it shall be lawful for the Parties making such Mortgage or Mortgages as aforesaid to make and enter into such Stipulations or Agreements for the Repayment of the Principal Sum or Sums secured by such Mortgage or Mortgages by Instalments or otherwise, and at such

such Day or Days and in such Manner as shall be thought most beneficial, and as shall be agreed upon by the Person or Persons or Body or Bodies Politic or Corporate advancing or lending the same; and any such Mortgage or Mortgages so to be made as aforesaid may from Time to Time be paid off by the said Trustees or Trustee; and any further or other Mortgage for the Purpose of securing all or any Part of the said Monies so paid off may be made by the Trustees or Trustee aforesaid of all or any Part of the Premises hereby authorized to be mortgaged, on such Terms and Conditions as aforesaid, and in all respects as the said Trustees or Trustee may deem convenient.

II. And be it enacted, That the Sum or Sums of Money to be raised by way of Mortgage under the aforesaid Power shall be applied by the said *William Earl of Devon, George William Frederick Viscount Morpeth, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, in or towards Payment and Satisfaction of the said Debts and Liabilities specified in the Schedule to this Act annexed, in such Order and Priority and in such Manner as they or he shall think most beneficial and proper; and any Monies may be raised under the aforesaid Power for the Purpose of paying off all or any of the said Monies before the Time agreed on for the Payment of the Principal Monies shall have arrived, if the said Trustees or Trustee for the Time being shall think it advisable so to do; and in case any of the said Monies so secured by the said Bonds shall have been already paid before the passing of this Act by the said *Francis Egerton Earl of Ellesmere*, then the same shall, out of the Monies hereby authorized to be raised, be paid by the said Trustees or Trustee to the said Earl of *Ellesmere*, his Executors, Administrators, or Assigns; and it shall be lawful for the said Trustees or Trustee, if they or he shall think fit, before the said Monies shall be raised by Mortgage as aforesaid, to accept the Surrender of the said Bonds or other Securities or any of them, and to renew the same under the Corporate Seal of the said Company, on such Terms and in such Manner as the said Trustees or Trustee shall think fit.

Application
of the Money
to be raised.

III. And be it enacted, That in the meantime and until the said Debts and Liabilities shall be paid off, the Interest of the same, or of such Part thereof as carry Interest, and shall from Time to Time remain unpaid and unsatisfied, shall be paid by the said *William Earl of Devon, George William Frederick Viscount Morpeth, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, out of the Income of the same Trust Estates and of the said *Mersey and Irwell Navigation Company*.

Payment of
Interest on
Bond Debts.

IV. And be it enacted, That the Interest of the Principal Money to be secured by any such Mortgages as shall be made under any of the Powers contained in this Act shall from Time to Time be paid by the said *William Earl of Devon, George William Frederick Viscount Morpeth, and James Loch*, or other the Trustees or Trustee for the Time being

Payment of
Interest on
Mortgages.

being of the Trust Estates of the said *Francis Duke of Bridgewater*, out of the Income of the same Trust Estates and of the said *Mersey and Irwell Navigation Company*.

Trustees
Receipts to
discharge
Mortgagees.

V. And be it enacted, That the Person or Persons who shall advance any Sum or Sums of Money upon the Security of any such Mortgage as aforesaid shall pay his or their Mortgage Money into the Hands or according to the written Order of the said *William Earl of Devon, George William Frederick Viscount Morpeth, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*; and that the Receipt or Receipts in Writing of the said *William Earl of Devon, George William Frederick Viscount Morpeth, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, for any Sum or Sums of Money so to be paid as aforesaid, shall be a good and effectual Discharge or good and effectual Discharges for the same respectively; and the Person or Persons to whom such Receipt or Receipts respectively shall be given, his, her, or their Executors, Administrators, or Assigns, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Money which shall be therein respectively expressed or acknowledged to be received.

Trustees to
be answer-
able for their
own Re-
ceipts only.

VI. And be it enacted, That the said *William Earl of Devon, George William Frederick Viscount Morpeth, and James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis Duke of Bridgewater*, shall be charged and chargeable respectively only for such Monies as they or he shall respectively actually receive by virtue of or under this Act, notwithstanding their or his giving or signing, or joining in giving or signing, any Receipt or Receipts, for the sake of Conformity; and any One or more of them shall not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, or for any Loss that may be sustained in the Execution of the Trusts hereby created, except the same shall happen by or through his or their own wilful Default respectively.

Mortgages
to take effect
according to
Priorities.

VII. And be it enacted, That the Mortgages to be made in pursuance of the Powers contained in the said recited Act of the Eighth and Ninth Years of the Reign of Her present Majesty, for securing the said Sum of Four hundred and two thousand Pounds or any Part thereof, including the said Mortgage of the Twenty-ninth Day of *December One thousand eight hundred and forty-six*, and the Money already advanced or to be advanced on the Security thereof, shall have Precedence and Priority of Security, both at Law and in Equity, as to the Hereditaments and Effects therein respectively comprised or to be comprised, over any Mortgages to be made in pursuance of the Powers of an Act passed in the Fifth and Sixth Years of the Reign of Her present Majesty, intituled *An Act to enable the Trustees of the Will of the Most Noble Francis late Duke of Bridgewater to raise Money for rebuilding Bridgewater House, and for repairing and improving the*

5 & 6 Vict.
c. 30.

the Bridgewater Canal, and for other Purposes, or of this Act; and the said Mortgage of the Twenty-ninth Day of December One thousand eight hundred and forty-six, and the Money already advanced or hereafter to be advanced on the Security thereof, shall have Precedence and Priority of Security, both at Law and in Equity, as to the Hereditaments and Effects therein comprised, over any Mortgage or Mortgages which shall be made in pursuance of the Powers of the said Act of the Eighth and Ninth Years of the Reign of Her present Majesty, for securing any Part of the said Sum of Four hundred and two thousand Pounds which shall not be advanced on the Security of the said Indenture of the Twenty-ninth Day of December One thousand eight hundred and forty-six; and the Mortgages to be made pursuant to the Powers contained in the said Act of the Fifth and Sixth Years of the Reign of Her present Majesty, or this Act, for securing any Monies by the same Acts respectively authorized to be raised as between each other, shall have Precedence and Priority, in Law and Equity, as to the Hereditaments and Effects therein respectively to be comprised, according to the Priorities in Date of such last-mentioned Mortgages respectively: Provided always, that the Enactment herein-before contained as to Precedence and Priority of Security for the Monies advanced or to be advanced on the Security of the said Indenture of the Twenty-ninth Day of December One thousand eight hundred and forty-six, and as to Precedence and Priority of Security for other the Monies to be raised under the said Act of the Eighth and Ninth Years of the Reign of Her present Majesty, shall be of no Force or Effect unless and until a Memorandum containing the Title of this Act, and reciting the said Enactment as to Precedence and Priority referred to in this Proviso, shall be endorsed on the said recited Indenture of Release and Assignment of the Tenth Day of December One thousand eight hundred and forty-seven.

VIII. And be it enacted, That the said Mortgage Security of the Twenty-ninth Day of December One thousand eight hundred and forty-six so made as aforesaid, both in respect of the Monies already advanced thereon and in respect of all further Advances to be made thereon, and all Mortgages to be made in pursuance of the Powers contained in the said recited Act of the Eighth and Ninth Years of the Reign of Her present Majesty, or this Act, shall be valid and effectual, notwithstanding that the Contract for the Purchase of the said Two Shares in the said Navigation Company belonging to the said *Hindley Leigh Philips*, a Lunatic, has not or may not, before any such further Mortgage, have been completed, and such Shares have not or may not have been duly assigned to and vested in the Trustees or Trustee for the Time being of the Will of the said Duke of *Bridgewater* deceased, and notwithstanding any other Defect in the Title of the said Trustees or Trustee to any of the Shares in the said *Mersey and Irwell* Navigation Company.

Mortgages valid, notwithstanding a Lunatic's Shares are not assigned.

IX. And be it enacted, That no Mortgagee or Mortgagees under any Security already made or hereafter to be made in pursuance of the Powers contained in the said recited Act of the Eighth and Ninth

Mortgagees not to be liable as Shareholders.

[Private.]

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Years

Years of the Reign of Her present Majesty, or of this Act, of all or any of the said Shares of the said Navigation Company, his, her, or their Heirs, Executors, Administrators, or Assigns, shall be held liable as a Shareholder or Shareholders of the said Company, or be in anywise subject to any of the Liabilities or Engagements of the said Company, unless and until such Mortgagee or Mortgagees shall become a registered Shareholder or registered Shareholders of the Company of the Shares included in any such Mortgage; but in the meantime such Mortgagee or Mortgagees shall be entitled to receive, in respect of his, her, or their Security or respective Securities, all Dividends and other Profits payable in respect of the Shares included in such Security or Securities respectively.

Parties registered may exercise Powers and Authorities of Shareholders.

X. And be it enacted, That, notwithstanding the Purchase of the said Shares of the said Company by or on the Behalf of the said *Francis Egerton* Earl of *Ellesmere*, and the Assignment thereof to the said Trustees as aforesaid, the Parties for the Time being registered in the Books of the said Company as Shareholders shall, subject to the aforesaid Mortgage, and to any Mortgage to be made in pursuance of this Act, or of the said recited Act of the Eighth and Ninth Years of the Reign of Her present Majesty, have and exercise all and every the Powers and Authorities which the Shareholders of the said Company were authorized to exercise before such Purchase and Assignments as aforesaid, anything in this or the said last-mentioned Act in anywise contained notwithstanding.

Providing for Expenses of Act.

XI. And be it enacted, That all the Costs and Expenses to be incurred by the said *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, in or about applying for and obtaining this Act, or in or about the Execution of any of the Powers, Trusts, or Directions contained or declared therein, shall from Time to Time, as and when the same respectively shall arise or be incurred, be raised, defrayed, and paid by the said Trustees or Trustee for the Time being by and out of the Income of the said Trust Estates and of the said *Mersey and Irwell* Navigation.

Consent of *Francis Egerton* to be obtained.

XII. And whereas the said *Francis Egerton* is at present unable to attend and give his Consent to this Act, and his Consent to this Act has not been proved: Be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate as against the said *Francis Egerton*, or against any Person or Persons claiming by, from, through, or under him, until the said *Francis Egerton* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Francis Egerton*, and all and every Persons and Person claiming

claiming or to claim by, from, through, or under him, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; namely,

‘ I, the Honourable Francis Egerton of Belgrave Square in the
 ‘ County of Middlesex, do hereby consent to an Act of Parliament
 ‘ passed in the Twelfth Year of the Reign of Queen Victoria, intituled
 ‘ “ An Act to alter and amend an Act passed in the Eighth and Ninth
 ‘ Years of the Reign of Her present Majesty, for enabling the
 ‘ Trustees of the Will of Francis late Duke of Bridgewater to carry
 ‘ into execution certain Articles of Agreement entered into by them
 ‘ with the Right Honourable Francis Egerton now Earl of Ellesmere.”
 ‘ Given under my Hand, this Day of
 ‘ in the Year of our Lord One thousand eight hundred and forty-
 ‘ eight.’

XIII. Saving always to the Queen’s most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Francis Egerton* Earl of *Ellesmere*, and his First and other Sons born and to be born, and the Persons who are or shall be or answer the Description of Heirs Male of their respective Bodies, and the said Sir *Archibald Keppel Macdonald*, and the Persons who shall be or answer the Description of Heirs Male of his Body, and the First and other Sons of the said *Edward* Lord Archbishop of *York* and *Anne* his Wife, and the Persons who are or shall be or answer the Description of Heirs Male of the respective Bodies of the same Sons, and the said *George Granville* now Duke and Earl of *Sutherland*, and his First and other Sons born and to be born, and the Persons who are or shall be or answer the Description of Heirs Male of their respective Bodies, and the Persons who are or shall be or answer the Description of Heirs Male of the Body of the said *George Granville* late Duke of *Sutherland*, and the Persons who are or shall be or answer the Description of right Heirs of the said *George Granville* late Duke of *Sutherland*, and the said *William* Earl of *Devon*, *George William Frederick* Viscount *Morpeth*, and *James Loch*, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Estates devised by the said Will of the said *Francis* Duke of *Bridgewater*, or any of them, or any Part or Parts thereof, under or by virtue of the said Will of the said *Francis* Duke of *Bridgewater*, or the First Codicil thereto, or the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or the aforesaid Trusts of the said Act of the Eighth and Ninth Years of the Reign of Her present Majesty, created by reference to the said Will, shall have been devised, bequeathed, or limited, or shall have devolved or descended, or shall devolve or descend, other than Persons taking by Sale or Exchange from the Trustees of the said Will, in pursuance of the Powers in that Behalf therein contained, and other than Mortgagees under the said recited Act of the Eighth and Ninth Years of Her present Majesty,

General
 Saving
 of Rights.

Majesty,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the Manors, Hereditaments, and Premises affected by this Act, or any of them, or any Part or Parts thereof, as they, any or every of them, had before the passing of this Act, or would have had, held, or enjoyed in case this Act had not been made.

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

XIV. And be it enacted, That this Act 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.

The SCHEDULE to which the foregoing Act refers.

Names of Holders of Security.	Date of Bond or other Security.	Amount.		
		£	s.	d.
Clowes, Rev. John, Executors - - - Bond	March 11, 1843 -	5,000	0	0
Darwell, George - - - Do.	February 1, 1828 -	5,000	0	0
Darwell, Thomas - - - Do.	Same Date -	3,000	0	0
Hampson, Richard, Executors of - - - Do.	Same Date -	1,000	0	0
Hibbert, Mrs. & J. H. Wanklyn - - - Do.	September 5, 1832 -	1,700	0	0
Olivant, John, Salford - - - Do.	May 17, 1841 -	2,000	0	0
Clement, William, Shrewsbury - - - Do.	October 5, 1825 -	1,000	0	0
Pickering, Mrs., Cheltenham - - - Do.	Same Date -	1,000	0	0
Ditto - - - Do.	Same Date -	1,000	0	0
Newsham, Henry, Manchester - - - Do.	March 14, 1843 -	856	17	i
Mrs. Miller's Trustees, Manchester - - - Do.	Same Date -	543	2	11
Egerton, William Tatton, Esq., London - - - Do.	October 30, 1838 -	3,000	0	0
Loyd, Edward, Manchester - - - Do.	January 1, 1846 -	20,000	0	0
Blomeley, Mrs. Elizabeth, Manchester - - - Do.	September 13, 1842 -	2,000	0	0
Mrs. Gauthorpe's Trustees - - - Do.	September 17, 1841 -	3,300	0	0
Trustees of Marriage Settlement of Mrs. W. Warburton. - - - Do.	September 20, 1841 -	1,700	0	0
Roylance, Miss Mary, Manchester - - - Do.	September 20, 1841 -	2,200	0	0
Egerton, Wilbraham, Cheshire - - - Do.	October 30, 1838 -	5,000	0	0
Ainsworth, Miss Mary, Manchester - - - Do.	May 3, 1837 -	1,000	0	0
Brade, Miss Isabella, Executors of, Cambridge. - - - Do.	October 5, 1825 -	1,100	0	0
Brocklebank, Miss Jane - - - Do.	Same Date -	450	0	0
Burgess, Mrs. Catherine, Stone - - - Do.	November 3, 1841 -	1,000	0	0
Byrom, Mrs., Executrix of, Manchester - - - Do.	December 6, 1837 -	6,300	0	0
Birch, Lea, Manchester - - - Do.	October 5, 1825 -	1,000	0	0
Downward, Thomas, Executor of, Denbigh - - - Do.	Same Date -	1,000	0	0
Greaves, Robert, Executors of - - - Do.	April 21, 1837 -	2,000	0	0
Ditto - - - Do.	September 5, 1832 -	2,000	0	0
Hole, George, Executors of, Manchester - - - Do.	October 4, 1832 -	6,000	0	0
Ditto - - - Do.	November 3, 1841 -	1,500	0	0
Hole, Richard, and Leigh James, Manchester. - - - Do.	November 3, 1841 -	2,000	0	0
King, Mrs., Trustees of - - - Do.	October 5, 1825 -	450	0	0
Marsden, William, Manchester - - - Do.	March 4, 1836 -	600	0	0
Ditto - - - Do.	September 4, 1840 -	500	0	0
Marshall, Miss Hannah, Manchester - - - Do.	August 6, 1834 -	1,500	0	0
Clowes, the Rev. John, Executors of, Manchester. - - - Do.	August 4, 1838 -	3,000	0	0
Lloyd, E. J., Altrincham - - - Do.	February 1, 1828 -	3,000	0	0
Ditto - - - Do.	October 21, 1842 -	2,000	0	0
Rigby, Mrs. Elizabeth, Altrincham - - - Do.	February 1, 1828 -	2,000	0	0
Brierly, Miss Elizabeth, Congleton - - - Do.	October 7, 1841 -	1,000	0	0

[Private.]

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Names of Holders of Security.	Date of Bond or other Security.	Amount.		
		£	s.	d.
Poole, Miss Helen, Liverpool - - - Bond	October 5, 1825 -	2,400	0	0
Ditto - - - Do.	May 24, 1841 -	1,000	0	0
Poole, Miss Ellen, Liverpool - - - Do.	October 5, 1825 -	2,000	0	0
Poole, Miss Martha, Liverpool - - - Do.	October 5, 1825 -	2,000	0	0
Hamilton's Trustees, Manchester - - - Do.	November 5, 1841 -	900	0	0
Burton, James, Manchester - - - Do.	February 28, 1843 -	2,000	0	0
Satterfield, Robert, Manchester - - - Do.	March 25, 1843 -	4,000	0	0
Flint, Charles, Leek - - - Do.	November 10, 1838 -	1,700	0	0
Gough, Miss M., Carlisle - - - Do.	Same Date -	650	0	0
Slater, Miss, Chester - - - Do.	November 14, 1838 -	1,150	0	0
Atherton, Miss Eleonora, Manchester - - - Do.	July 2, 1834 -	15,000	0	0
Burton, James, and Dugdale, John, Manchester. - - - Do.	May 2, 1843 -	2,500	0	0
Ditto - - - Do.	September 4, 1838 -	2,500	0	0
Gibson, John - - - Do.	November 28, 1834 -	500	0	0
Thomond, Dowager Marchioness of, London Do.	January 1, 1846 -	10,000	0	0
Booth, James, Executors of, Urmston, Promissory Note	June 15, 1816 -	290	0	0
Ditto - - - Do.	December 26, 1816 -	110	0	0
Booth, John, Urmston - - - Do.	February 29, 1840 -	100	0	0
Bowker, Mrs. Alice, Peel Green Do.	December 26, 1828 -	100	0	0
Philips, Hindley, Leigh - - - Bond	February 1, 1828 -	3,000	0	0
Assignee of John Heywood - - - Do.	February 1, 1828 -	1,000	0	0
Assignee of William Higginson's Executors Do.	November 1, 1837 -	1,000	0	0
Assignee of Mrs. S. Bindloss - - - Do.	November 3, 1841 -	2,000	0	0
Assignee of Hon. R. Cavendish - - - Do.	November 1, 1842 -	8,000	0	0
		<u>£ 162,600 0 0</u>		

Willm Slater.