



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 12.

An Act to enable the Trustees of the Will of the Most Noble *Francis* late Duke of *Bridgewater* to make Conveyances in Fee or Demises for long Terms of Years of his Trust Estates, and more effectually to administer the Trusts of the Will of the said Duke. [7th August 1851.]

WHEREAS the Most Noble *Francis* late Duke of *Bridgewater* deceased by his last Will and Testament in Writing, bearing Date on or about the Twenty-eighth Day of *January* One thousand eight hundred and three, and executed and attested as by Law was then required for the Devise of Real Estates, (amongst other things,) devised all that his Lordship of *Ellesmere* in the County of *Salop*, and all other his Manors, Messuages, Lands, Advowsons, Tenements, and Hereditaments situate in that County, and also all those his Messuages, Farms, Lands, and Hereditaments, with the Appurtenances, situate in *Marbury-cum-Quorsley* in the Hundred of *Nantwich* in the County of *Chester*, and then or then late in the Occupation of *John Nevitt*, and also the Messuages and other Hereditaments therein particularly mentioned, situate in *Marbury* aforesaid, and also all other his

[Private.]

Will of the late Duke of Bridgewater, dated 28th Jan. 1803.

Duke of Bridgewater's Estate.

Messuages, Lands, Tenements, and Hereditaments whatsoever, situate at *Marbury* aforesaid, and also all that his Park commonly called *Ashridge Park*, and his Manors, Messuages, Lands, Tenements, Advowsons, and Hereditaments, situate in the Counties of *Hertford* and *Buckingham*, or either of them, and also all his Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the Counties of *York* and *Durham*, or either of them, to the Right Honourable *John William* late Earl of *Bridgewater* deceased (then Lieutenant General *John William Egerton*), his Heirs and Assigns for ever, upon Condition that he, his Heirs, Issue, and Assigns, should, within Six Calendar Months next after the Death of the said Testator, if then of Age, or otherwise within Six Calendar Months after they should be of the Age of Twenty-one Years, at the Costs and Charges of his residuary Personal Estate, do all such Acts and make and concur in all such Assurances as should be necessary or deemed advisable to convey and assure the Manors, Advowsons, Collieries, Messuages, Lands, Tenements, Hereditaments, and Premises situate at or in *Worksley* otherwise *Worsley*, *Hulton*, *Stainstreet*, *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, the Release being tripartite, and made between his late Father the Most Noble *Scroop* Duke of *Bridgewater* of the First Part, *Charles Gibson* Gentleman of the Second Part, and *Sir Paul Methuen* Knight of the Most Honourable Order of the Bath, and *William Lee* Doctor of Laws, of the Third Part, to and to the Use of his Trustees therein-after named, discharged of all Estates Tail, Remainders, and Reversions then subsisting therein, and upon the same or the like Trusts as were therein-after declared of his Canal and Real Estates in *Lancashire*; and the said Testator by his said Will devised all that his Capital Mansion House situate at or in *Cleveland Court* in the Parish of *Saint James Westminster* in the County of *Middlesex*, and called sometimes *Cleveland* and sometimes *Bridgewater House*, with the Out-houses, Offices, and Appurtenances belonging thereto, and the Grounds used with the same or purchased by the said Testator with a view to the Convenience thereof, and all the Furniture, and Service of Plate, and Collection of Pictures, Paintings, and Engravings, Library, and Collection of Printed and Manuscript Books, which should be in the same Mansion House at his Death, or then belong to the Collection, though removed for some occasional Purpose, to and to the Use of the Right Honourable *Sir Archibald Macdonald* Knight, then Chief Baron of His Majesty's Court of Exchequer, the Right Reverend and Honourable *Edward Venables Vernon*, then Lord Bishop of *Carlisle*, afterwards Archbishop of *York*, and now deceased, and *Robert*

Duke of Bridgewater's Estate.

Haldane Bradshaw, then of *Berners Street* in the County of *Middlesex*, Esquire, their Heirs, Executors, Administrators, and Assigns, for all his the said Testator's Estates and Interests therein, nevertheless in trust to permit and suffer the same to be held, occupied, and enjoyed by the Person or Persons who for the Time being and from Time to Time 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 with, under, and subject to the same or the like Provisoes 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, devised, and bequeathed all his Manors, Messuages, Farms, Lands, Tenements, Collieries, and Hereditaments situate in the Counties of *Lancaster* and *Chester*, and each of them, (except the Lands and Hereditaments situate at or in *Marbury* in the said County of *Chester*, which were therein-before 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 therewith 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 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, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being at, in, on, or near the Borough Town of *Brackley* in the County of *Northampton*, with their Rights, Members, and Appurtenances, unto and to the Use of the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns, for all the said Testator's Estate and Interests therein respectively, nevertheless upon trust that the Trustee or Trustees thereof for the Time being should, during the Term of One hundred and twenty Years, to commence and be computed from the said Testator's Death, and fully to be complete and ended, if the Most Noble *George Granville*, late Duke of *Sutherland*, since deceased, by his then Description of *George Granville Leveson Gower Sutherland* Earl *Gower*, the Right Honourable *Francis Egerton* Earl of *Ellesmere*, by his then Name and Description of the Honourable *Francis Leveson Gower*, Second Son of the said Duke of *Sutherland*, the said Sir *Archibald Macdonald*, *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

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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 or either of them, the said *George Granville* late Duke of *Sutherland*, *Francis Egerton* Earl of *Ellesmere*, *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and Children of the respective Marriages of the said *Sir Archibald Macdonald* and *Edward* Lord Archbishop of *York* and their then Wives, and Lords Spiritual and Temporal, should so long live, and also during the further Term of Twenty Years, to be computed from the End, 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, Farms, 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 Care, Direction, Management, and Control of the said *Robert Haldane Bradshaw* during his Life, or till he should think fit to resign his Appointment of Superintendent, and after his Death, or, which should first happen, his Resignation, then of such Person as he should appoint by any Writing under his Hand, either revocably or irrevocably, or by his Will, or by any Codicil thereto, to be his Successor, and in case he should appoint his Son *William Rigby Bradshaw* (which he the said Testator directed and recommended him to do, still, however, leaving it entirely at his Option and Discretion,) to be his Successor, either immediately from and after his Death, or from and after any given Event or Age, or upon any other Contingency, as he the said *Robert Haldane Bradshaw* should think fit, then of such Person as he the said *Robert Haldane Bradshaw* should appoint to be the Successor of his Son, either on the Death or Resignation of the same Son, and also of such Persons as he the said *Robert Haldane Bradshaw* should appoint to act, either solely, or from Time to Time and successively till the Time or Event at which the Office of the said Son should commence under the Appointment to be made by his said Father in that Behalf, and after the Death or Resignation of the Person or Persons, if any, to be so appointed as aforesaid, or in case of any Neglect, Failure, or Omission in the said *Robert Haldane Bradshaw* to appoint such Successor, and also on the Death, Resignation, or Refusal to act of the Person who from Time to Time and for the Time being shall be so appointed, then of such One Person as should from Time to Time be appointed by Writing under the Hand of his the said Testator's Trustee or Trustees for the Time being, with the Approbation of the Person or Persons who from Time to Time should be entitled to the Receipt of the yearly Profits and Income arising from the said Trust Estates,

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Estates, unless such Person or Persons should be under the Age of Twenty-one Years, and in that case of the Guardian or Guardians, as therein mentioned, of the Person or Persons so being under the Age of Twenty-one Years, and entitled as aforesaid, on behalf of the same Person or Persons; and the said Testator directed that the said *Robert Haldane Bradshaw*, and the Person who for the Time being should be appointed by him or by the Trustee or Trustees for the Time being as his Successor, should be and be considered as and styled the Superintendent of the said Estates, Collieries, Canal, and Trade; and the said Testator further directed that the Superintendent for the Time being should have full Authority, among other things, to enlarge or extend the said Canal, and certain other Powers and Authorities, Rights and Privileges, in the said Will particularly mentioned, concerning the Management of the Trust Estates and Property, and the Business of the said Canal and the Trade thereof; 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 Person or Persons therein and herein-after mentioned, and for the respective Times therein and herein-after expressed; (that is to say,) 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 all 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

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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 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, with divers Remainders over, 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, during the said Terms of One hundred and twenty Years, determinable as aforesaid, and Twenty Years; and the said Testator also directed that each of the said Terms of Ninety-nine Years, determinable as aforesaid, should commence and be computed 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 further, that in case the Limitations

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tions or Trusts therein-before contained to or in favour of Persons unborn could not take effect precisely in the Order in which they were directed to take place, and there should consequently be any Suspension of the beneficial Ownership by reason that the Persons entitled to take under the same Limitations or Trusts should not be born, then and in that Case the Income of his the said Testator's Trust Estates, Canal, and Trade should, during such Suspension of Ownership, belong to and be enjoyed by the Person or Persons for the Time being entitled, or who, in case there had not been such Suspension of Ownership, would for the Time being and from Time to Time have been entitled, to the next Estate in remainder, subject nevertheless to the Right of any Person or Persons to be afterwards born, and who would have been entitled under any prior Limitation or Trust to have, receive, and take the Income of his the said Testator's said Trust Estates, Canal, and Trade, from the Time of his or their actual Birth or respective Births, yet nevertheless without Prejudice to the Trusts therein-before contained for Accumulation of Part of the same Income during the Minority of the same Person or Persons, anything in his the said Testator's Will contained to the contrary in anywise notwithstanding; and the said Testator directed that from and after the Expiration, or, which should first happen, 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 Births in Tail Male, with a Proviso for the Cesser of the Estate of each of them the said Lord *Francis Egerton* and his first, second, and other Sons, and the Heirs Male of their 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 divers Remainders over, with
Remainder

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Remainder to the said *George Granville*, late Duke of *Sutherland*, 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 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, which should first happen, 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 or 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, Lands, 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;

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and the said Testator by his said Will gave full Authority to the afore-said Superintendent for the Time being to alter, amend, and repair, enlarge, or extend the said Canal, and to make any collateral Cuts or Branches thereto, and also to alter, amend, and repair the Wharfs, Warehouses, and to erect such new Warehouses, Cottages, and Buildings as he should deem requisite for the more effectually carrying on the Business of the said Trade or Canal, or the Improvement of the said Trust Estates, and also to give or lay out, or undertake and contract to give or lay out, any Sum not exceeding Ten thousand Pounds a Year, and not exceeding in the whole Fifty thousand Pounds, in any new Canal or Canals, as therein mentioned, such Sum to be appropriated as in the said Will is mentioned; and the said Testator also authorized his said Superintendent to make such Applications to Parliament concerning his Canal, or any other such Canal as therein mentioned, or any of the Rights or Powers annexed to the same or otherwise, as in the Will is mentioned, and as he should deem expedient; and the said Testator by his said Will declared that the Trustee or Trustees of his Will should not be answerable for any Act done by him or them in the Execution of the Trusts of his Will with a fair and honest Discretion, although the same might be a Breach of Trust by the strict Rules of a Court of Equity, since from the Nature of the Trusts of the said Will it might be necessary that such Discretion should be exercised: 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 the Manors, Messuages, Lands, Tenements, Advowsons, 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, Lands, Tenements, and Hereditaments situated at, in, or called "*Woolmers*" 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, Messuages, Lands, Tenements, and Hereditaments might be thereafter purchased by him, and that it was his Intention to republish his Will from Time to Time as Circumstances should require, to the Intent that the same Manors, Messuages, Lands, Tenements, and Hereditaments might pass under such Words contained in his said Will as should be applicable to the same Manors, Messuages, Lands, Tenements, and Hereditaments respectively, but to avoid as far as might be any Omission on his Part to republish his Will, he 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 his said Will, or of any Codicil or Codicils added or to be added to the same, unless

Codicil of
same Date.[*Private.*]

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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, Messuages, Lands, Tenements, 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 said Manors, Messuages, Lands, Tenements, 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, Messuages, Lands, 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 Provision 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 the said Testator departed this Life on or about the Eighth Day of *March* One thousand eight hundred and three, without having revoked or altered his said Will, except so far as the same was altered or revoked by the said Codicil and by Two other Codicils thereunto, neither of which Codicils in anywise affected any of the herein-before recited Devises and Bequests, Trusts and Powers; and soon after the Decease of the said Testator his said Will and Codicils were duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas 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, and to convey and assure all the Manors, Advowsons, Collieries, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in the said Indentures of Lease and Release or Settlement of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and thirty-eight, with their Appurtenances, unto and to the Use of the said Sir *Archibald Macdonald*,

Indenture
dated 31st
April 1803.

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Edward Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs and Assigns, in pursuance of the said Will, and for a nominal Consideration, the said *Charles Long*, by the express Direction and Appointment of the said *John William* Earl of *Bridgewater* (testified as therein mentioned), did grant, bargain, sell, and release, and the said *John William* Earl of *Bridgewater* did grant, bargain, sell, release, and confirm, 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 his said Trustees, 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 whereas the said *Sir Archibald Macdonald* departed this Life on or about the Eighteenth Day of *May* One thousand eight hundred and twenty-six: And whereas by a Deed Poll or Instrument under the Hand and Seal of the said *George Granville*, late Duke of *Sutherland*, then Marquis of the County of *Stafford*, bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and twenty-six, the said *George Granville*, late Duke of *Sutherland*, in pursuance of the Direction in that Behalf contained in the said Will of the said *Francis* Duke of *Bridgewater*, and by virtue and in exercise and execution of the Power or Authority in him the said *George Granville*, late Duke of *Sutherland*, for that Purpose vested by virtue of or under the same Will and the said First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and by virtue and in exercise and execution of every or any other Power or Authority in anywise enabling him in that Behalf, did nominate and appoint the Right Honourable *William* Earl of *Devon*, by his then Name and Description of *William Courtenay* of *Duke Street* in the City of *Westminster*, Esquire, to be a Trustee under the said Will of the said *Francis* Duke of *Bridgewater*, the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, in the Room and Stead of the said *Sir Archibald Macdonald*: And whereas by Indentures of Lease and Release and Assignment, bearing Date respectively the Twenty-ninth and Thirtieth Days of

Deed of Appointment of the Earl of Devon as Trustee, dated 27th May 1826.

Conveyance of the Trust Estates accordingly,

May

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29th and
30th May
1826.

May One thousand eight hundred and twenty-six, the Release and Assignment being made or expressed to be made between the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* of the First Part, the said *William* Earl of *Devon* (then *William Courtenay*) of the Second Part, and *James Loch*, then of *Bloomsbury Square* in the County of *Middlesex*, and now of *Albemarle Street* in the same County, Esquire, of the Third Part, all such and so many and such Part and Parts of the Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were or was Freehold or of the Nature of Real Estate, with their Rights, Members, and Appurtenances, (except the said Messuages, Lands, Tenements, and Hereditaments at, in, or called *Woolmers* in the said County of *Hertford*,) and also all the said Manors, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-before in part recited Indenture of Release of the Thirty-first Day of *August* One thousand eight hundred and three, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* unto the said *James Loch* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* (then *William Courtenay*), their Heirs and Assigns, for all the Estate and Interest therein respectively of the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw*, as such surviving Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined and capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer endorsed on the said Indenture of Release and Assignment, and bearing Date the said Thirtieth Day of *May* One thousand eight hundred and twenty-six, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw* respectively, in trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw*, as such surviving Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances,

Duke of Bridgewater's Estate.

tenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon* (then *William Courtenay*), their Executors, Administrators, and Assigns, thenceforth for and during all the Residue and Remainder then to come and unexpired therein respectively of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York* and *Robert Haldane Bradshaw* immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined or capable of taking effect: And whereas the said *George Granville*, late Duke of *Sutherland*, departed this Life on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-three, and thereupon the said *Francis Egerton* Earl of *Ellesmere* (then commonly called Lord *Francis Leveson Gower*) became entitled, under the Trusts declared by the said Will of the said *Francis* Duke of *Bridgewater*, to the Income of the said devised Estates and Property, and he did, in compliance with the Direction in that Behalf contained in the same Will, within Three Calendar Months after the Death of his said Father, assume and hath since borne and used the Name and Arms of *Egerton* only: And whereas by a Deed Poll or Instrument under the Hands and Seals of the said *Robert Haldane Bradshaw* and *James Sothern* Gentleman, bearing Date on or about the Third Day of *February* One thousand eight hundred and thirty-four, after reciting that the said *Robert Haldane Bradshaw*, by virtue and in exercise of the Powers and Authorities given to and vested in him in and by the said Will of the said *Francis* Duke of *Bridgewater*, had some Time ago irrevocably appointed the said *James Sothern* as his Successor after his Death in the Situation and Office of Superintendent of the Trust Estates, Manors, Farms, Collieries, Canal, and Trade then late of the said Duke, and in the said Will mentioned, and thereby given and devised, with all and every the Powers and Authorities in the said Will contained, and thereby given to the Superintendent, and with a Salary of One thousand five hundred Pounds a Year, and that the said *Robert Haldane Bradshaw*, by reason of advanced Age, was desirous of withdrawing himself immediately from the Duties of a Trustee under the said Will of the said *Francis* Duke of *Bridgewater*, and of resigning his Situation of Superintendent of the same Trust Estates, and of appointing the said *James Sothern* irrevocably as his immediate Successor in that Situation, the said *Robert Haldane Bradshaw*, in order to effect the Intention and Desire therein-before expressed, and without Prejudice to the Appointment of the said *James Sothern*, made as aforesaid, so far as the Appointment thereby made was consistent with the Appointment made by the said Deed Poll now in recital, and in order to enable the

Resignation
of R.H. Brad-
shaw, and
Appointment
of J. Sothern
as Trustee.

[*Private.*]

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said

Duke of Bridgewater's Estate.

Conveyance
of the Trust
Estates ac-
cordingly,
4th and 5th
February
1834.

said *James Sothern* forthwith to commence and take upon himself the Office of Superintendent of the said Trust Estate, Effects, and Premises therein-before mentioned, and in order that the same Trust Estate, Effects, and Premises might be forthwith so conveyed and assigned as to be immediately vested in him jointly with the other remaining Trustees, did thereby resign his said Office or Situation of Superintendent, and in exercise and execution of the Power and Authority, Powers and Authorities, in or to him the said *Robert Haldane Bradshaw* vested or given by virtue of or under the same Will and the said First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and by virtue and in exercise and execution of every or any other Power or Authority in anywise enabling him in that Behalf, did irrevocably nominate and appoint the said *James Sothern* to be immediately and from the Execution of the said Deed Poll now in recital the Superintendent of all the Trust Estates, Collieries, Canal, and Trade under and by virtue of the said Will of the said *Francis Duke of Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, and any other Deeds or Assurances, and with all such Powers and Authorities, Rights and Privileges, as he the said *Robert Haldane Bradshaw* then had, or could or might have had, as such Superintendent, if the said Deed Poll now in recital had not been made: And whereas by Indentures of Lease and Release and Assignment bearing Date respectively the Fourth and Fifth Days of *February* One thousand eight hundred and thirty-four, the Release and Assignment being made or expressed to be made between the said *Edward Lord Archbishop of York*, *Robert Haldane Bradshaw*, and *William Earl of Devon* (then *William Courtenay*) of the First Part, the said *James Sothern* of the Second Part, and *Edward Chester Gentleman* of the Third Part, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis Duke of Bridgewater* respectively given, devised, and bequeathed to the said *Sir Archibald Macdonald*, *Edward Lord Archbishop of York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were or was Freehold or of the Nature of Freehold Estate, with their Rights, Members, and Appurtenances, and also all the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-before in part recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all such other Manors, Messuages, Lands, Tenements, and other Freehold Hereditaments as were then vested in

Duke of Bridgewater's Estate.

the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, under or by virtue of the Trusts, Powers, Provisoos, Declarations, and Conditions contained in the said Will, upon the Trusts therein contained and herein before mentioned, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, unto the said *Edward* *Chester* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Heirs and Assigns, for all the Estate and Interest therein respectively of them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined or capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer annexed thereto, and bearing Date the said Fifth Day of *February* One thousand eight hundred and thirty-four, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said Sir *Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, as such Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, their Executors, Administrators, and Assigns, for and during all the Residue and Remainder then to come and unexpired therein respectively of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York*, *Robert Haldane Bradshaw*, and *William* Earl of *Devon*, immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined and capable of taking effect: And whereas by a Deed Poll under the Hand and Seal of the said *James Sothern*, bearing Date the First Day of *March* One thousand eight hundred and thirty-seven, after reciting that the said *James Sothern* was desirous of resigning his said Office of Superintendent of the said Trust Estates, Collieries, Canal,

Resignation
of James
Sothern,
1st March
1837.

Duke of Bridgewater's Estate.

Appoint-
ment of
J. Loch, Esq.
in the Room
of J. Sothern,
1st March
1837.

Conveyance
of the Trust
Estates ac-
cordingly,
1st and 2d
March 1837.

Canal, and Trade, the said *James Sothern* did thereby absolutely, and from the Time of the Execution of that Writing, resign his said Office of Superintendent of all the said Trust Estates, Collieries, Canal, and Trade under or by means of the said Will of the said *Francis Duke of Bridgewater*, and the said First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, and any other Deed or Assurance, and all such Powers and Authorities, Rights and Privileges, as he the said *James Sothern* then had, or, if the said Deed Poll now in recital had not been executed, could or might have had as such Superintendent: And whereas by an Indenture bearing Date the First 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* and *William Earl of Devon* of the First Part, the said *Francis Egerton Earl of Ellesmere*, by his then Name of *Lord Francis Egerton*, of the Second Part, and the said *James Loch* of the Third Part, the said *Edward Lord Archbishop of York* and *William Earl of Devon*, in pursuance of the Direction in that Behalf contained in the said Will of the said *Francis Duke of Bridgewater*, and by virtue and in exercise and execution of the Power and Authority or Powers and Authorities in them the said *Edward Lord Archbishop of York* and *William Earl of Devon* for that Purpose vested by virtue of the same Will and the First Codicil thereto, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or any of them, and of every or any other Power and Authority in anywise enabling them in that Behalf, and by and with the Consent and Approbation of the said *Francis Egerton Earl of Ellesmere* (testified as therein mentioned), and upon the Acceptance of the said *James Loch* (testified as therein mentioned), did nominate and appoint the said *James Loch* to be immediately and from the Execution of the said Indenture now in recital, in the Room and Stead of the said *James Sothern*, the Superintendent of the said Trust Estates, Collieries, Canal, and Trade, under or by means of the said Will of the said *Francis Duke of Bridgewater*, and the First Codicil to the same Will, and the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three respectively, and any other Deed or Assurance, and with all such Powers and Authorities, Rights and Privileges, as the said *James Sothern* had immediately before he resigned his said Office, or could or might have had as such Superintendent if he had not resigned his said Office: And whereas by Indentures of Lease and Release and Assignment bearing Date the First and Second Days of *March* One thousand eight hundred and thirty-seven, the Release and Assignment being 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*

Duke of Bridgewater's Estate.

man of the Third Part, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and other the Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were or was Freehold or of the Nature of Freehold Estate, with their Rights, Members, and Appurtenances, and also all the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises comprised in and expressed to be granted and released by the herein-before in part recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, and also all such other Manors, Messuages, Lands, Tenements, and other Freehold Hereditaments as were then vested in the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern* under or by virtue of the said Will, or the said First Codicil to the same Will, or the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and three, or otherwise, upon the Trusts in the same Will and therein-before mentioned or referred to, or such of them as were subsisting, with their Rights, Members, and Appurtenances, were respectively conveyed by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern* unto the said *Edward Gatty* and his Heirs, to the Use of the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Heirs and Assigns, for all the Estate and Interest therein respectively of them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, upon the Trusts nevertheless in and by the said Will of the said *Francis* Duke of *Bridgewater* declared of and concerning the same respectively, or such of the said Trusts as were then undetermined or capable of taking effect; and by the same Indenture of Release and Assignment, and by virtue of a certain Indenture of Assignment and Transfer endorsed on the same Indenture of Release and Assignment, and bearing Date the said Second Day of *March* One thousand eight hundred and thirty-seven, all such and so many and such Part and Parts of the said Capital Mansion House, Manors, Messuages, Farms, Lands, Tenements, Collieries, Hereditaments, Canal, and Premises in and by the said Will of the said *Francis* Duke of *Bridgewater* respectively given, devised, and bequeathed to the said *Sir Archibald Macdonald*, *Edward* Lord Archbishop of *York*, and *Robert Haldane Bradshaw*, their Heirs, Executors, Administrators, and Assigns respectively, in trust as aforesaid, as were held by them the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern*, as such Trustees as aforesaid, for any Term or Terms of Years, with their respective Rights, Members, and Appurtenances, were assigned and transferred

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unto

*Duke of Bridgewater's Estate.*3 & 4 Vict.
c. 35.

unto the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, their Executors, Administrators, and Assigns, thenceforth for all the Residue of the Term or Terms of Years for which the same respectively were held by the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Sothern* immediately before the Execution of the said Indenture of Release and Assignment now in recital, nevertheless upon the Trusts in and by the said Will of the said *Francis* Duke of *Bridgewater* expressed and declared of and concerning the same respectively, or such of them as were then undetermined and capable of taking effect: And whereas by an Act passed in the Third and Fourth Year of the Reign of Her present Majesty, intituled *An Act to enable the Trustees of the Will of the late Duke of Bridgewater to make Conveyances in Fee or Demises for long Terms of Years of Parts of his Trust Estates in the Counties of Lancaster and Chester, for building on and improving the same, and to grant Leases of Coal and other Mines and of Waste Lands, and also for removing Doubts as to the Right of nominating a Minister to the Church or Chapel lately erected by the Right Honourable Lord Francis Egerton on Part of the said Trust Estates*, after reciting as herein-before is recited, and that the said *George Granville*, late Duke of *Sutherland*, had Two Sons only, namely *George Granville*, now Duke and Earl of *Sutherland*, his eldest Son and Heir at Law, and the said *Francis Egerton* Earl of *Ellesmere*, and that the said *Francis Egerton* Earl of *Ellesmere* had then Five Sons, namely, *George Granville Egerton* (now commonly called *Viscount Brackley*), *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, it was enacted that it should be lawful for the Trustees or Trustee for the Time being of the Trust Estates of the said Duke of *Bridgewater*, during the Continuance of the said Term of One hundred and twenty Years, determinable as aforesaid, and also of the said additional Term of Twenty Years, and afterwards until the First Estate Tail in the said Lands comprised in the said First Schedule thereunto annexed, or such of them as should not have been conveyed under the Powers in the said Act now in recital contained, should have been effectually barred, or conveyed by the said Trustees to the Tenant in Tail, nevertheless with the Consent of the said *Francis Egerton* Earl of *Ellesmere* during his Life, and after his Decease of the Person for the Time being entitled to the Income thereof, or his Guardian or Guardians for the Time being, to make Conveyances in Fee, and to grant Leases for any Term or Number of Years not exceeding Nine hundred and ninety-nine Years, of the said Premises comprised in the said First Schedule thereunto annexed, for Building Purposes, such Conveyances and Leases to take effect in possession, and contain such Provisoos and Covenants, and to be made in consideration of such

Duke of Bridgewater's Estate.

Rents, and upon such Terms and Conditions as therein mentioned, and also to lay out and appropriate any Part or Parts of the same Premises as and for Markets, open Spaces, Streets, Roads, Ways, and Easements or Conveniences or otherwise for the Improvement of the Estate and the Accommodation of the Purchasers and Lessees thereof in manner therein mentioned, and also to enter into any Contract or Contracts in Writing for making or granting any such Conveyance or Conveyances in Fee or Lease or Leases for Years as is thereby authorized as aforesaid, such Contracts to contain such Clauses and Provisions and to be made in such Manner and subject to such Restrictions as in the said Act is mentioned, and also, in case the said Trustees should at any Time resume the Possession of any Land or Hereditaments to be comprised in any Conveyance, Lease, or Contract to be made under the Powers contained in the said Act now in recital, to make and enter into such Conveyances, Leases, and Contracts of and concerning the same as are thereby authorized as aforesaid, and as if no such prior Conveyances, Leases, and Contracts had been made; and it was by the said Act now in recital also enacted (amongst other things) that from and immediately after the passing thereof it should be lawful for the said Trustees or Trustee for the Time being, during such Period and with such Consent as aforesaid, to demise or lease all and every or any of the Mines, Seams, Beds, and Strata of Ironstone, Coals, Limestone, and other Stones and Minerals under or upon the Lands or Grounds comprised in the Second Schedule thereunto annexed, or any Part thereof, either with or without any Lands or other Hereditaments, for any Term or Number of Years, not exceeding Forty-one Years as regards Quarries of Stone, Coal Mines, and Seams of Coal, and not exceeding Sixty Years as regards Iron, Ironstone, and Coal accompanying the same or found therewith, and other Minerals, to take effect in possession, together with such Liberties, Privileges, and Easements as therein mentioned for more advantageously working the said Mines, Seams, Beds, and Strata so to be demised, and every such Lease should contain such Provisoes and Covenants, and should be made upon and in consideration of such Terms, Rents, Reservations, and Conditions as therein mentioned: And whereas by an Act passed in the Eighth and Ninth Year 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 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, amongst other things herein-before recited, that an Act of Parliament was 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*

8 & 9 Vict.
c. 29.
7 G. 1. c. 15.
Liverpool

Duke of Bridgewater's Estate.

Liverpool to Manchester in the County Palatine of Lancaster, and that by another Act passed in the Session of Parliament holden in the Thirty-fourth Year of the Reign of His late Majesty King George the Third, intituled *An Act for altering an Act of Parliament 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 said last-mentioned Act, being all the then Owners or Proprietors 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 same Navigation, according to the therein-before recited Act, and the Rules, Orders, and Directions in the said Act now in recital contained or referred to, and were incorporated by the Name of "The Company of the Proprietors of the *Mersey and Irwell* Navigation," and were by that Name declared to have perpetual Succession and a Common Seal; and it was further 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, Tenements, and Hereditaments whereof or wherein the said several Proprietors, or any Person or Persons in trust for them or any of them, was or were seised or possessed of any Estate of Freehold, or for One or more Life or Lives, or for any Number of Years determinable on the Decease of One or more Life or Lives, or for any Number of Years certain, either in possession, reversion, remainder, use, trust, or expectancy, and also all and every the Boats, Barges, Vessels, and other Effects, Matters, and Things belonging to the said Navigation, or held, used, and enjoyed therewith, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof, or belonging to the same or any Part thereof, 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 Merchandise between the same Places, and that the great Majority of the Owners of the Shares in the said

Mersey

Duke of Bridgewater's Estate.

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, but that, although the said Trustees had no immediate Authority to purchase the said Shares, they had consented, with the Approbation of the said *Francis Egerton* Earl of *Ellesmere*, to purchase the same, provided Power could be obtained from Parliament so to do, and that divers Shares in the said Navigation Company had been assigned to and were then vested in the said *Francis Egerton* Earl of *Ellesmere*, under and by virtue of divers Indentures of Assignment therein recited or referred to, 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 *George Granville Egerton* (now commonly called Viscount *Brackley*), who had then attained his Age of Twenty-one Years, other Five in *James Hibbert Wanklyn* Esquire, all nevertheless in trust for the said *Francis Egerton* Earl of *Ellesmere*, and reciting that with respect to other Two Shares in the said Navigation Company, *Francis Aspinall Phillips* Esquire had covenanted with the said *Francis Egerton* Earl of *Ellesmere* that within Six Months after the Disability of *Hindley Leigh Phillips* Esquire (who was then and continues a Lunatic) to execute legal Assurances should have ceased, or in case the said *Hindley Leigh Phillips* should die under such Disability, then within Six Months after his Decease the said *Hindley Leigh Phillips*, his Executors, Administrators, or Assigns, should assign the said Two Shares in the said Navigation Company to the said *Francis Egerton* Earl of *Ellesmere*, his Executors, Administrators, and Assigns, and 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 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, had borrowed and taken up at Interest several Sums of Money, amounting in the whole to the Sum of Four hundred and two thousand Pounds, which had been secured by the Bonds therein mentioned, and that by certain Articles of Agreement bearing Date the Ninth Day of *May* One

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thousand

Duke of Bridgewater's Estate.

thousand eight hundred and forty-five, made or expressed to be made between the said *Francis Egerton* Earl of *Ellesmere*, by his then Name of Lord *Francis Egerton*, of the First Part, the said *George Granville* 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, promised, and agreed between and by the said Parties thereto that the said *Edward* 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 said Purchase of all the said Shares in the said *Mersey and Irwell* Navigation, and that upon such Act being obtained he the said *Francis Egerton* Earl of *Ellesmere*, his Executors, Administrators, or Assigns, and all and every other necessary and proper Parties, should assign or cause and 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 are in and by the said Will of the said *Francis* Duke of *Bridgewater* limited, expressed, and declared of and concerning the said Trust Estates, Canal, and other Trust Property so as aforesaid devised and bequeathed by the said Will of the said *Francis* Duke of *Bridgewater*, and to the End and Intent that the same Shares should in all respects go and be held therewith, and as if the same had been devised or bequeathed by the said Will of the said *Francis* Duke of *Bridgewater*, 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 such Debts and Liabilities as therein mentioned, and further it was by the said Articles 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

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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, Costs, and Expenses for or by reason of his having entered into such Bonds as aforesaid, it was by the said Act now in recital enacted that the therein-before recited Articles of Agreement, and every Clause, Matter, and Thing therein contained, except so far as respected a Power of Sale therein mentioned, should be and the same were thereby 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 this Act, 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 therein-before recited Acts; and it was by the said Act now in recital further enacted that all and singular the Acts, Deeds, Matters, and Things in and by the herein-before recited Articles of Agreement covenanted, promised, agreed, or approved of, to be made, done, executed, and performed, and which but for that Act could not be lawfully made, done, executed, performed, or approved of, should and might after the passing thereof be lawfully made, done, executed, performed, and approved of respectively; and it was by the said 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 thereby authorized and required, at such Time or Times as they or he should in their or his Discretion think fit, to borrow and take up 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, Messuages, Lands, Tenements, Tolls, and Hereditaments which for the Time being shall 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 Trust Estates of the said *Francis* Duke of *Bridgewater*, upon the subsisting Trusts of the said
Will

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

Will of the said Duke, and also including the said Shares so to be assigned as aforesaid, or any of them, to any Person or Persons, or Body or Bodies Politic or Corporate, who should be willing to lend or advance the same, as therein is mentioned: 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* (by his then Title of 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, amongst other things herein-before recited, 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 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 Names respectively in the said Share Registry Book, nevertheless in trust for the said 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*, 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 Phillips*, 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
upon

Duke of Bridgewater's Estate.

upon 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 herein-before mentioned; and it was by the said 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 several Shares in the said *Mersey and Irwell* Navigation Company so respectively transferred to the said *Samuel Henry Thompson* and *George Hughes Thompson*, *James Loch*, *George Loch*, *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-after 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 the said Shares so assigned to them respectively as aforesaid, 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 bearing Date 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 herein-before 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* (afterwards Earl of

Transfer
of S. H.
Thompson's
and G. H.
Thompson's
Shares to
the Trustees,
26th Dec.
1846.

Mortgage
to Lord
Cottenham
and others,
29th Dec.
1846.

[Private.]

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Cottenham),

Duke of Bridgewater's Estate.

Cottenham), Sir *Edward Hall Alderson* Knight, *James William Farrer* Esquire, and *George Law* Esquire of the Third Part, after reciting to the Effect herein-before recited, and 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 secondly herein-before recited Act, applied to the said *Charles Christopher* Earl of *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 out of certain Monies held by them upon a joint Account therein mentioned, 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* Earl of *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law* might make further Advances to the said Trustees or Trustee for the Time being of the said Trust Estates of the said *Francis* Duke of *Bridgewater*, for the Purpose of the said secondly herein-before recited Act, it was by the said 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, in pursuance and exercise of the said Power in that Behalf given to them by the said herein-before recited Act of the Eighth and Ninth Years of the Reign of Her present Majesty, and of all other Powers them enabling thereunto, demise, and the said *Francis Egerton* Earl of *Ellesmere* did demise and confirm, unto the said *Charles Christopher* Earl of *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, and Hereditaments therein mentioned or referred to, comprising the principal Portion of their Trust Estates, to hold the same Premises, together with their Appurtenances, unto the said *Charles Christopher* Earl of *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day next before the Day of the Date of the said Indenture now in recital, subject nevertheless to the Proviso for the Redemption of the same Premises therein-after contained; and it was by the said Indenture now in recital further witnessed, that the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, in further pursuance and exercise of the said Powers in that Behalf enabling them as aforesaid, did demise, and the said *Francis Egerton* Earl of *Ellesmere* did demise and confirm, unto the said *Charles Christopher* Earl of *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, all those the said several Shares in the

Duke of Bridgewater's Estate.

said *Mersey and Irwell* Navigation so transferred or covenanted to be transferred as aforesaid to the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, and to the said *George Loch*, *William Slater*, Viscount *Brackley*, and *James Hibbert Wanklyn* respectively as aforesaid, and also all the beneficial but not the legal Interest of and in the Five Shares numbered as therein mentioned which were vested as aforesaid in the said *James Loch* alone, in trust for the said *Edward* Lord Archbishop of *York*, *William* Earl of *Devon*, and *James Loch*, as such Trustees as aforesaid, to hold the same unto the said *Charles Christopher* Earl of *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 or Agreement therein-after contained for the Redemption of the same Premises; and in the Indenture now in recital was contained a Proviso for the Cesser of the said Terms thereby created, and for the Redemption of the said Premises comprised therein, upon 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 Will of the said *Francis* Duke of *Bridgewater*, or the said *Francis Egerton* Earl of *Ellesmere*, to the said *Charles Christopher* Earl of *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 said 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* Earl of *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, to or for the Use or 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, together with Interest for the same at the Rate and in manner therein mentioned: And whereas the said *Edward* 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 contained in the said Will of the said *Francis* Duke of *Bridgewater*, did appoint the Right Honourable *George William Frederick* Earl of *Carlisle*, then commonly called Viscount *Morpeth*, to be a Trustee of the said Will of the said *Francis* Duke of *Bridgewater* in the Room and Stead of the said *Edward* late Lord Archbishop of *York*

Appoint-
ment of the
Earl of Car-
lisle as a
Trustee,
10th Dec.
1847.

Duke of Bridgewater's Estate.

Conveyance
of Trust
Estates,
10th Dec.
1847.

York deceased: 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* Earl of *Carlisle* (therein called *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 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 such other Manors and other Freehold Hereditaments as were then vested in the said *William* Earl of *Devon* and the said *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 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 Power 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* Earl of *Carlisle*, 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

Duke of Bridgewater's Estate.

nevertheless to the said Indenture of Mortgage of the Twenty-ninth 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 One of them, all such Parts of the said Manors, Lands, and Hereditaments by the said Will given to the said Sir *Archibald Macdonald*, *Edward* late 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 (except the said Five Shares so vested in the said *James Loch* alone as aforesaid), and all the beneficial Interest in the said last-mentioned Five Shares, were assigned to and vested in the said *William* Earl of *Devon*; *George William Frederick* Earl of *Carlisle*, 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 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* Earl of *Carlisle*, 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* Earl of *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law* had, with the Privity and Consent of the said *Francis Egerton* Earl of *Ellesmere*, paid to the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, the Sum of Sixty-two thousand two hundred Pounds out of Monies belonging to the said *Charles Christopher* Earl of *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 Mortgage 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* Earl of *Carlisle*, 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 for the same, might be secured to the said *Charles Christopher* Earl of *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 Assignees, according to the Terms of the same Indenture: And whereas by an Act passed in the Eleventh and Twelfth

Further Charge to Lord Cottenham and others, 28th Dec. 1847.

11 & 12 Vict. c. 12.

[Private.]

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and

Duke of Bridgewater's Estate.

and amend an Act passed in the Eighth and Ninth Year 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, after reciting, amongst other things, to the Effect herein-before recited, and that the Debts and Liabilities of the said *Mersey and Irwell* Navigation Company at the Date of the said Agreement for the Purchase of the said Shares therein and herein-before mentioned amounted in the whole to the Sum of One hundred and sixty-two thousand six hundred Pounds, secured by the Bonds and other Securities of the said Company specified in the Schedule thereto annexed, it was enacted that it should be lawful for the said *William* Earl of Devon, *George William Frederick* Earl of Carlisle, 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*, 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 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 should be held by the said *William* Earl of Devon, *George William Frederick* Earl of Carlisle, 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 his said Will (either including the said Shares in the said *Mersey and Irwell* Navigation, or any of them, or not), to any Person or Persons who should be willing to advance or lend the same, 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 on Payment to the Party or Parties who should 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 after the Rate and in the Manner in the said Act mentioned, and the Monies so to be borrowed as aforesaid were directed to be applied in Payment and Satisfaction of the said Debts and Liabilities specified in the said Schedule to the said Act now in recital: And whereas by a further Memorandum in Writing under the Hands of the said *Francis Egerton* Earl of *Ellesmere*, *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, bearing Date on or about the Twentieth Day of *December* One thousand eight hundred and forty-eight, it was declared that a further Sum of Forty-eight thousand four hundred Pounds was on the Thirty-first Day of *December* One thousand eight hundred and forty-eight advanced by the said *Charles Christopher* Earl of *Cottenham*, *Sir Edward Hall Alderson*,

Further Charge to Lord Cottenham and others, 20th Dec. 1848.

Duke of Bridgewater's Estate.

Alderson, James William Farrer, and George Law, to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, with the Consent and Approbation of the said Francis Egerton Earl of Ellesmere, as a further Advance under the Provisions of the said Indenture of Mortgage: And whereas by a further Memorandum in Writing under the Hands of the said Francis Egerton Earl of Ellesmere, William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, bearing Date on or about the Twenty-eighth Day of December One thousand eight hundred and forty-nine, it was declared that a further Sum of Fifty thousand Pounds was advanced by the said Charles Christopher Earl of Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law, to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, with the Consent and Approbation of the said Francis Egerton Earl of Ellesmere, as a further Advance under the Provisions of the said Indenture of Mortgage: And whereas by a Memorandum under the Hands of the said William Earl of Devon, George William Frederick Earl of Carlisle, James Loch, and Francis Egerton Earl of Ellesmere, bearing Date on or about the Twenty-sixth Day of December One thousand eight hundred and fifty, it was declared that a further Sum of Forty-eight thousand four hundred Pounds was that Day advanced by the said Charles Christopher Earl of Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law, with the Consent of the said Francis Egerton Earl of Ellesmere, to the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch, as Trustees, out of Monies belonging to the said Charles Christopher Earl of Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law upon the same joint Account as 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 was a further Advance under the Provisions of the said last-mentioned Indenture, and to the Intent that the Repayment thereof, and of Interest thereon, according to the same Indenture, might be secured under and by virtue of the same Indenture, and of the Indenture of even Date with the said Memorandum now in recital, next herein-after recited: And whereas by an Indenture of Mortgage bearing Date on or about the Twenty-sixth Day of December One thousand eight hundred and fifty, and made or expressed to be made between the said William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch of the First Part, the said Francis Egerton Earl of Ellesmere of the Second Part, and the said Charles Christopher Earl of Cottenham, Sir Edward Hall Alderson, James William Farrer, and George Law of the Third Part, (after reciting as therein recited,) it was witnessed that for further securing the Repayment of the said several Sums of Money so advanced upon the Security of the said Indenture of the

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Further Charge to Lord Cottenham and others, 28th Dec. 1849.

Further Charge to Lord Cottenham and others, 26th Dec. 1850.

Mortgage to Lord Cottenham and others, 26th Dec. 1850.

Duke of Bridgewater's Estate.

Twenty-ninth Day of *December* One thousand eight hundred and forty-six as aforesaid, and of all Sums thereafter to be advanced upon the Security of the same Indenture, as therein mentioned, and the due Payment of the Interest from Time to Time to become due in respect of the same Sums respectively to the said *Charles Christopher* Earl of *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, the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, by force and virtue and in exercise and execution of the Power or Authority in that Behalf given or limited by the said Two lastly herein-before recited Acts of Parliament, as therein-before mentioned, and of all and every other Power or Authority in anywise enabling them in that Behalf, did grant and demise, and the said *Francis Egerton* Earl of *Ellesmere* did grant, demise, and confirm, unto the said *Charles Christopher* Earl of *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, all those Manors, Messuages, Lands, Farms, Tenements, and Hereditaments therein and more particularly in the Schedule thereto annexed described, in the County of *Lancaster*, and being Part of the Estates subject to the subsisting Trusts of the said Will of the said *Francis* Duke of *Bridgewater*, and not comprised in the said herein-before recited Indenture of Mortgage of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six (except as therein mentioned), together with their Appurtenances, to hold the same unto the said *Charles Christopher* Earl of *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day before the Date of the said Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and forty-six, subject to the Proviso therein contained for the Cesser of the said Term upon Payment to the said *Charles Christopher* Earl of *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 all and every the Sums of Money so as aforesaid 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, together with Interest for the same after the Rate and in manner in the same Indenture mentioned: And whereas the said *Charles Christopher* Earl of *Cottenham* died on or about the Twenty-ninth Day of *April* One thousand eight hundred and fifty-one, leaving the said *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law* him surviving: And whereas since the Date of the said Act of Parliament first herein-before recited the said *George Granville Egerton* Viscount *Brackley* hath attained his Age of Twenty-one Years, and hath married,

Duke of Bridgewater's Estate.

ried, and hath Issue One Son, (namely,) *Francis Charles Granville Egerton*, now an Infant of the Age of Four Years or thereabouts, and no more, and the said *Francis Egerton*, *Algernon Egerton*, and *Arthur Frederick Egerton* have severally attained the Age of Twenty-one Years, and are Bachelors, and the said *Granville Egerton* hath died an Infant under the Age of Twenty-one Years, a Bachelor, and the said *Francis Egerton* Earl of *Ellesmere* hath had no further Issue Male since the passing of the said first-mentioned Act: And whereas the said *Francis Egerton* Earl of *Ellesmere* and his said Sons and Grandson 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*, except the several Parties who have contingent Interests under the said Will after the Decease and Failure of Issue Male of the said Earl and of his said Sons and Grandson: And whereas the Hereditaments described in the First Schedule to this Act annexed, being Parts of the Hereditaments subject to the Trusts of the Will of the said *Francis Duke of Bridgewater*, including, with other Hereditaments, the Hereditaments comprised in the First Schedule to the said first herein-before mentioned Act annexed, are conveniently situated for the Purposes of building and other Improvements, and it has been found that the several Powers of leasing now vested in the aforesaid Trustees are not sufficiently effectual for the due Execution of the Trusts of the said Will, and it would be advantageous to the said *Francis Egerton* Earl of *Ellesmere*, and all other Persons interested and to become interested in the said Trust Estates, if more effectual and extended Powers were given to the Trustees for the Time being of the Will of the said *Francis Duke of Bridgewater* to make such Leases and Conveyances, and to accept Grants, Conveyances, and Leases, and to enter into Agreements for the same, as are herein-after contained: And whereas the Trustees for the Time being of the said Will of the said *Francis Duke of Bridgewater*, and the said *James Loch* for himself and his Co-Trustees, and as the Superintendent of the said Trust Estates, Collieries, Canal, and Trade respectively, have heretofore from Time to Time entered into the several Agreements set forth in the Second Schedule to this Act, and the said Trustees have from Time to Time accepted the several Mining Leases and other Leases also set forth in the said Second Schedule, and although the entering into such Contracts and Acceptance of such Leases might not have been strictly authorized by the Powers of Management given by the said Will, the said Trustees and the said Superintendent considered it essential to do so for the effectually and conveniently working and carrying on the Business and Affairs of the said Trust Collieries, Canal, and Trade, and did so in their honest Discretion as being requisite to the due Administration of the Trusts of the said Will, and therefore it is expedient that the same should be

[Private.]

confirmed

Duke of Bridgewater's Estate.

confirmed as after mentioned: And whereas in like Manner it would be advantageous that the said Trustees should have such Powers as are herein-after contained for the raising Monies on the Security of the Hereditaments for the Time being subject to the Trusts of the said Will, for the more beneficially and effectually administering the aforesaid Trusts, and especially that the said Trustees should have Power of raising a Sum not exceeding One hundred and fifty thousand Pounds upon the Security of the said Shares of the *Mersey and Irwell* Navigation, or other the Trust Estates held under the said Will, for the Purpose of being laid out in the Improvement of the said Navigation and Canal in manner herein-after mentioned, and that the said Trustees should have Powers to enter into Agreements with Carriers, Railway and Steamboat Companies, and others, for the Purpose of more effectually carrying on the Businesses connected with the aforesaid Trusts: And whereas all such Powers and Provisions have become necessary from the Increase of the Amount of the carrying, mining, and other Businesses connected with the aforesaid Trusts, and by reason of the great Changes consequent on the Introduction of Railroads and the general Increase of commercial Traffic, and also by reason of the working of the Mines and Collieries connected with the aforesaid Trusts: And whereas it is apprehended that such Powers and Provisions are consistent with the Intention of the said Duke of *Bridgewater* as expressed in his said Will, both as regards the Sum of Fifty thousand Pounds by him directed to be appropriated for the Administration of the said Trust Estates, and the Rule laid down for the authorizing his Trustees to do such Acts as they might think fit, although they might in an ordinary Case amount to a Breach of Trust, and from the great increased Value of the Estates and Property subject to the said Trust, and from the Nature of the Property requiring other administrative Powers than those which were considered at the making of the said Will necessary to be given, and moreover, having regard to the particular Nature of the Trusts of the said Will, suspending for a Period longer than ordinary the vesting of the Property in an absolute Owner, who would by reason of such Ownership be enabled to raise the requisite Funds, and therefore by reason of the Premises it is apprehended that there are special Grounds for the granting such additional Powers of Administration and of raising Money by the said Trustees as are after contained, the more especially as from the Necessity of providing Funds for divers of the said Purposes, and the more effectually to carry on the aforesaid Trusts, both the said late Duke of *Sutherland* and the said *Francis Egerton* Earl of *Ellesmere* have at divers Times heretofore allowed the Trustees of the said Will to employ large Sums of Monies arising from the net Income of the said Trust Estates, and which they respectively would otherwise have been entitled to receive as Part of such Income: And whereas a Sinking Fund has been recently formed by the Trustees

under

Duke of Bridgewater's Estate.

under the Will of the said *Francis Duke of Bridgewater*, for the Purpose of enabling them, by and out of the Income of their Trust Estates, to provide for the gradual Liquidation or Reduction of any Monies already borrowed or to be borrowed on the Security of the Trust Estates, and it is expedient that some Provision should be made in respect thereof, and for ensuring the gradual Discharge of the further Monies hereby authorized to be borrowed: And whereas the said several Sums so secured as aforesaid to the said *Sir Edward Hall Alderson, James William Farrer, and George Law* still continue due upon the aforesaid Securities, and the said *Sir Edward Hall Alderson, James William Farrer, and George Law* are satisfied that it will be for their Advantage that the several Powers to be given to the said Trustees should, as regards the Hereditaments in the said Mortgage Securities, to the Extent herein-after appearing, be exercised in manner aforesaid, without their Consent or Concurrence, as after mentioned; but none of the aforesaid Purposes can be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch*, as such Trustees as aforesaid, the said *Francis Egerton Earl of Ellesmere*, 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,

I. That, subject and except as herein-after mentioned, all and every the Powers of leasing, selling, granting, and conveying, and all other the Powers and Provisions whatsoever in the said first-recited Act contained, shall extend to and be exercised in and over, not only the said Hereditaments comprised in the First and Second Schedules to the said first-recited Act, but to all and singular the Hereditaments comprised in the First Schedule to this Act, which from Time to Time may be subject to the Trusts of the said Will of the said *Francis Duke of Bridgewater*, and also to all and every the Hereditaments vested in the Company of Proprietors of the *Mersey and Irwell* Navigation, and specified in the First Schedule to this Act, and therein mentioned to contain Two hundred and one Acres or thereabouts, and in all respects as if the same Hereditaments had been comprised in the said First and Second Schedules to the said first-recited Act, and as if all the Powers, Provisions, Directions, and Declarations in the said Act contained had been made to apply to and to extend to the said Hereditaments: Provided nevertheless, that, notwithstanding anything herein-before or in the said first-recited Act contained,

Powers of leasing in the first-recited Act extended.

Duke of Bridgewater's Estate.

contained, any Lease of any Quarries of Stone, Coal Mines or Seams of Coal, Iron, Ironstone, and Coal, accompanying the same or found therewith, and other Minerals or Wayleaves connected therewith or otherwise, may be granted for any Term of Years not exceeding Sixty-five Years, to take effect in possession, instead of the Terms of Years for which Leases thereof respectively are by the said first-recited Act authorized to be granted, and that any Reservation of any Rent may be made *per Foot thick per Acre*, not merely at *per Acre*, as in the said first-recited Act is by Mistake mentioned.

Leases, &c.
good with-
out the Con-
currence of
the Mort-
gagees.

II. That as regards any of the Leases or Sales which may be made in pursuance of the Powers in this Act contained or referred to of any of the Hereditaments which are comprised in the aforesaid Mortgage Securities so made as aforesaid, or to be made to the said Sir *Edward Hall Alderson, James William Farrer, and George Law*, or any of them, or to any other Person or Persons, for securing in the whole the said Sum of Four hundred and two thousand Pounds and Interest, the same Leases or Sales, if made in pursuance and execution of any of the Powers in this Act, or in this Act referred to, shall be good and effectual as against the said Mortgagees, their Executors, Administrators, and Assigns, but nevertheless for the Purpose of giving the full Benefit to the said Mortgagees, their Executors, Administrators, and Assigns respectively, of the Rents, Covenants, and Provisions reserved in any such Lease, and on the Part of the Tenant to be paid, observed, and performed, and also of any Rent-charge to be reserved or made payable on any Sale to be made as aforesaid, and of the Powers and Covenants to be contained in any Grant or Limitation of or Security for such Rent-charge, the Rents, Covenants, and Provisions reserved by or contained in such Leases, and on the Part of the Tenant to be paid, observed, and performed, and the Reversion expectant on such Leases, and also the Rentcharges to be granted, limited, or made payable on any such Sale to be made as aforesaid, and the Powers and Covenants to be limited or entered into for securing such Rent-charges, shall by virtue of this Enactment be vested, in case the same respectively would not otherwise be vested, in the said Mortgagees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or any Person or Persons for the Time being claiming by Transfer or otherwise under them or him, in like Manner as such Rents, Covenants, Provisions, Reversions, Rentcharges, Powers, and Covenants would have been vested in case such Leases and Sales, and Grants or Limitations of Rent-charges, had been made respectively pursuant to sufficient Powers in that Behalf immediately before such Mortgage Securities respectively were executed, and the Rentcharges so to be limited, and the Remedies and Covenants for securing the same and the full Benefit thereof, had accordingly been comprised in and assured by such Mortgage Securities,

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rities, and the Transfers or other Dealings therewith, and the said Mortgagees, their Executors, Administrators, and Assigns, shall for all Purposes be deemed the immediate Reversioners expectant on such Leases of the Hereditaments comprised therein.

III. That the said Mortgagees, their Executors, Administrators, and Assigns, shall be entitled to the Possession and be taken to be the Owners of the Counterparts of any such Leases, and also shall be entitled to the Possession and be taken to be the Owners of the Grants or Limitations or Counterparts of the Deeds containing the Grants or Limitations of any Rentcharges to be secured on any such Sales as aforesaid; but a Receipt signed by a Person who shall be certified in Writing by the Trustees or Trustee for the Time being or any One of the Trustees for the Time being of the Will of the said *Francis Duke of Bridgewater* to be the Agent of the said Mortgagees, their Executors, Administrators, or Assigns, acknowledging that the Counterpart of a Lease, or (as the Case may be) a Grant or Limitation or the Counterpart of a Deed containing the Grant or Limitation of such Rentcharge, has been received by such Agent, on behalf of the said Mortgagees, their Executors, Administrators, or Assigns, shall be conclusive Evidence that the Counterpart of such Lease, or (as the Case may be) the Grant or Limitation or the Counterpart of the Deed containing such Grant or Limitation of such Rentcharge, has been delivered to the said Mortgagees, their Executors, Administrators, or Assigns; and such Receipt shall effectually relieve the Lessee or Purchaser under the aforesaid Powers from being bound to see that such Delivery has been made to the said Mortgagees, their Executors, Administrators, or Assigns; and the Person certified as aforesaid to be the Agent of the said Mortgagees, their Executors, Administrators, or Assigns, shall be entitled to a Fee of Five Shillings for every Receipt signed by him as aforesaid.

Counterparts to be delivered to the Mortgagees.

IV. That all such Leases and Grants as aforesaid may be made by way of Demise or Grant, and not by way of Limitation or Appointment, as in the said first-recited Act is mentioned.

Leases to be made by Demise or Grant.

V. That as regards any Leases or Sales which may be made under the Powers of this Act, or of the Powers herein-before referred to, by the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, of the Hereditaments vested in the Company of Proprietors of the *Mersey and Irwell* Navigation, the same shall be made by the said Trustees or Trustee, and the same shall be construed and taken as if the same were made by the said Company under their Corporate Seal.

Leases may be made of the Hereditaments of the Mersey and Irwell Navigation Company.

VI. That nothing in this Act contained, nor to be contained in any Conveyance, Lease, or Demise, or Contract, hereby authorized to be

Leases not to prejudice the Mortgage Securities.

[Private.]

made,

Duke of Bridgewater's Estate.

made, shall release, discharge, prejudice, or affect the said Mortgages or any of them, or the Powers, Privileges, or Remedies incident thereto, as to the Hereditaments not included in such Conveyance, Lease, Demise, or Contract, nor as to the Hereditaments included therein, except so far as shall be necessary for giving Effect to such Conveyance, Lease, Demise, or Contract, any Rule of Law or Equity to the contrary notwithstanding; and any such Conveyances, Leases, Demises, or Contracts shall be taken and deemed to be and shall be good, valid, and effectual Conveyances, Leases, Demises, and Contracts respectively, under the Authority of this Act, and, except as herein-after mentioned, shall bind the said Mortgagees, and in respect of all future Advances, although the said Mortgagees shall not have joined or concurred in making, granting, or entering into such Conveyances, Leases, Demises, or Contracts respectively: Provided that it shall not be lawful for the said Trustees or Trustee for the Time being of the said Will, in pursuance of the Powers herein contained or referred to, to lease any of the Hereditaments comprised in any of the said Mortgage Securities, together with any other Hereditaments not comprised therein, in One Demise and at One entire Rent; nor shall it be lawful for the said Trustees or Trustee to sell any of the Hereditaments comprised in the said Mortgage Securities together with any other Hereditaments not therein comprised, in consideration of One entire Rentcharge.

Power to
make Roads,
Streets, or
Sewers.

VII. That in the Execution of the Powers in this Act contained or referred to it shall be lawful for the said *William Earl of Devon, George William Frederick Earl of Carlisle, and James Loch*, and other the Trustees or Trustee for the Time being of the said *Francis late Duke of Bridgewater*, and they and he are and is hereby authorized, at any Time or Times during the Continuance of the said Term of One hundred and twenty Years, determinable as aforesaid, or of the said additional Term of Twenty Years, and afterwards until the First Estate Tail in the Hereditaments which may from Time to Time be subject to the Trusts of the said Will of the said *Francis Duke of Bridgewater* shall be effectually barred, or a Conveyance in Tail shall have been made thereof by the Trustees or Trustee to the Person then entitled to the First Estate Tail therein, nevertheless with the Consent in Writing of the Person who for the Time being shall under the Trusts of the said Will be entitled to the Receipt of the Income of the said Trust Estates, subject to any Mortgage made or to be made, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his Minority with the Consent in Writing of his Guardians for the Time being, in addition to the Trust for laying out Streets and public Ways or Roads so already granted, to grant such Right of making Roads or Sewers to any Person or Persons, Owners or Occupiers of any Lands adjoining to or in anywise connected with any
Lands

Duke of Bridgewater's Estate.

Lands for the Time being subject to the Trusts of the said Will, and generally to enter into any Covenants or Agreements having reference to the advantageous Execution of the Powers granted by this Act, or hereby referred to, with respect to the Hereditaments for the Time being subject to the Trusts of the said Will, and to grant Rights of Entry or other Rights in and over the same, which the said Trustees or Trustee for the Time being may consider beneficial to the Administration of the Property subject to the Trusts of the said Will.

VIII. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, during such Time and with such Consent as aforesaid, and in addition to the Powers herein-before granted, by any Indenture or Indentures to grant by way of Lease to any Persons any Liberties, Licences, or Authorities to have, use, or take, either in common with or to the Exclusion of any other Persons, all or any of the Water flowing or springing, or which shall or may flow or spring, or be made to flow or spring, in, through, upon, or over any of the Lands or Hereditaments for the Time being subject to the Trusts of the said Will, and also any Wayleaves or Waterleaves, Canals, Watercourses, Tramroads, Railways or other Ways, Paths or Passages, either subterraneous or otherwise, Storeyards, Wharfs, or other Easements or Privileges in, upon, out of, or over any Part of the Lands for the Time being subject to the Trusts of the said Will, for any Term of Years not exceeding Ninety-eight Years, to take effect in possession, so as there be reserved in every such Grant by way of Lease as aforesaid, payable yearly or oftener during the Continuance of the Term of Years thereby created, the best Rent, either in the Shape of a fixed or yearly Sum of Money, or by way of Toll or otherwise, that can be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof (other than any Provisions which it may be deemed expedient to insert in such Grant rendering it obligatory on the Grantee or Lessee to repair or contribute to the Repair of any Roads or Ways, or to keep open or otherwise use in any specified Manner any Water or Watercourse to be comprised in or affected by such Grant or Lease), and so as there be contained in every such Grant by way of Lease as last aforesaid a Condition or Power of Re-entry, or a Power to make void the same, in case the Rent thereby reserved or made payable, or any Part thereof, shall not be paid within a reasonable Time, to be therein specified in that Behalf, and so as the Grantees or Lessees do execute Counterparts of the Grants or Leases, and generally that in and by every such Grant by way of Lease as last aforesaid there shall or may be contained any other Reservations, Covenants, Agreements, Provisoos, or Stipulations whatsoever, not inconsistent with those hereby

Power to grant Watercourses and Wayleaves.

Duke of Bridgewater's Estate.

hereby required to be reserved or contained in each such Grant by way of Lease, which it shall be deemed expedient to introduce therein; and it shall also be lawful for the said Trustees or Trustee, with such Consent and during such Period as aforesaid, to accept from any other Person or Persons any such Leases of Easements, Privileges, Waterleaves, or Wayleaves through or over any Lands or Hereditaments adjoining or adjacent to any of the said Lands or Hereditaments for the Time being subject to the Trusts of the said Will, and on any such Terms, and subject to any such Covenants, Rents, and Restrictions as aforesaid, and to execute such Counterparts as aforesaid of any such Leases respectively.

Leases,
Agreements,
and Con-
tracts con-
firmed.

IX. That the said several Leases, Agreements, and Contracts mentioned in the said Second Schedule to this Act shall be taken and construed to have been accepted and entered into as aforesaid in pursuance of the Trusts and under the Powers of the said Will of the said *Francis Duke of Bridgewater*, and in all respects as if the Trusts of the said Will had authorized the entering into and accepting the same, and the said Trustees shall in all respects (but without Prejudice to the Securities granted and to be granted for the said Sum of Four hundred and two thousand Pounds, and Interest) be fully indemnified, by and out of the Trust Monies coming to their Hands, from all Losses, Costs, or Expenses which they might otherwise have incurred or sustained or been put to by reason of having accepted or entered into the same.

Power to ac-
cept Leases
of Mines and
Collieries,
and to enter
into Con-
tracts with
Carriers and
Railway
Companies.

X. That from and after the passing of this Act it shall be lawful for the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, during such Time and with such Consent as aforesaid, from Time to Time to accept, for the Benefit of the said Trust Estates and the aforesaid Businesses, any Lease or Leases of any Colliery, Mine, Quarry, Right of Way, or other Property whatsoever, and to enter into any Contract or Contracts for any such Lease or Leases, or to enter into any Contract or Contracts with any Carrier, Railway Company, or any Person or Persons whomsoever, relating to any Matters or Things whatsoever concerning or connected with the Administration of the said Estates, Collieries, Canal, and Trade, and to work all such Collieries, Quarries, or Mines, and also to work any other Collieries, Quarries, or Mines for the Time being subject to the Trusts of the said Will, and to lay down and erect any Buildings, Works, or Ways, and to remove the same, and dispose of the Materials thereof for the Benefit of the said Trust Estate, and also acquire or purchase out of any Monies belonging to the said Trusts (and not applicable to Income) all or any Property or Effects which shall be necessary or desirable for the due Administration of the said Trust, and generally the said Trustees or Trustee are hereby authorized, in the Administration of their aforesaid Trust, to do all such
Matters

Duke of Bridgewater's Estate.

Matters and Things whatsoever, and enter into such Contracts, as they or he, with a fair and honest Discretion, may consider necessary to be done in the Execution of the Trusts of the said Will; and all such Matters and Things as shall be done in pursuance of this Provision shall be taken to have been done in all respects as if they were expressly authorized by the Trusts, Powers, and Authorities of the aforesaid Will.

XI. That it shall and may be lawful for the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, during such Time and with such Consent as aforesaid, to lease or grant the said Canal so devised by the said Will as aforesaid, and all other Canals or Ways for the Time being subject to the Trusts of the said Will, including the said *Mersey and Irwell* Navigation, or any of them, or the Rates and Dues arising or hereafter to arise in respect of the said Canals and Navigation, or any of them, with or without any Wharfs, Warehouses, or Hereditaments, Parts of the said Trust Premises, and convenient to be held with the said Canals or Navigation, for any Term or Number of Years not exceeding Thirty Years, for or in consideration of such fixed Rent or Rents or annual Sum or Sums of Money, or such Share or proportionate Part of the aggregate Receipts of and from such Rates and Dues, or partly in consideration of such fixed Amount, Sum or Sums, and partly in consideration of such Share or proportionate Part of such aggregate Receipts, or of the Excess of such aggregate Receipts beyond any stipulated Amount, such Rents, Sums, Share, or proportionate Part as aforesaid to be paid yearly or oftener during the Continuance of the Term thereby created, to be incident to the immediate Reversion of the Canals, Rates, Dues, and Hereditaments so to be leased or granted, as can be reasonably had or gotten for the same, without taking any Fine or Premium for the making thereof, and so that there be contained in every such Lease or Grant a Clause in the Nature of a Condition for Re-entry for Nonpayment of the Rent, Sum, or other Reservations or Payments thereby respectively reserved, by the Space of Sixty Days next after the same shall become payable, and subject to such Stipulations in other respects as to the Trustees or Trustee exercising this Power may seem expedient, and so that the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively, and so as any Lease or Contract which may be made of the said *Mersey and Irwell* Navigation be made by such Trustees or Trustee on the Behalf of the said Company, and shall have Effect as if the same were made under their Corporate Seal.

Power to
lease Canals.

XII. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*,
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Power to
enter into
Contracts
with Canal

Duke of Bridgewater's Estate.

and Railway
Proprietors.

water, from Time to Time, during such Period and with such Consent as aforesaid, and in addition to any general Powers herein-before contained, to make and enter into any Contract or Agreement with the Proprietors of any other Canal or the Proprietors of any Railway communicating with or forming a Part of the Communication between any Town or Place upon the Line or in the Neighbourhood of the said Canal or Navigation or either of them and any other Town or Place which may in the Opinion of the said Trustees or Trustee be advantageously connected with the said Canal and Navigation, either for the Division or Apportionment of the Rates, Tolls, and Dues to be received in respect of the said Canal and Navigation, for the Passage, Navigation, or Carriage over or along the said Canal, or Navigation of the Boats, Barges, Goods, Wares, Merchandise, Articles, or Things which shall pass, navigate, or be carried over or along the said Canal or Navigation, upon the Payment of such Rates, Dues, Tolls, or in consideration of any reciprocal Arrangement with such other Canal or Railway Companies respectively, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to exchange or grant all or any Part of the Rates, Tolls, and Dues in respect of the said Canals or Navigation, or the said Canal or Navigation, or any of the said Shares therein, with any Wharfs or Hereditaments convenient to be held therewith, for or in consideration of any Sum or Sums of Money, and generally to make and enter into any other Contracts with the Proprietors of any such other Canal or such Railway as aforesaid, and with any common or other Carriers, for suspending or in any Manner regulating the Traffic or Use of such Canal or Navigation, or other Canal or Railways as aforesaid, or otherwise for the mutual Advantage of the said Trustees or Trustee and the said Canal or Railway Companies respectively, as may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the said contracting Parties may mutually agree upon: Provided always, that any such Monies as aforesaid shall be paid to the said Trustees or Trustee for the Time being of the said Will (who shall have full Power to give Receipts for the same) upon such Trusts as will correspond with the Trusts and Powers in the said Will limited and declared of and concerning the said Canal thereby devised, and as if such Monies were in Equity subject to be converted into or laid out in the Purchase of Freehold Hereditaments, and be settled upon and subject to the same Trusts and Powers as in and by the said Will are declared of and concerning the said Canal thereby devised; and any such Monies to be paid as aforesaid may, till invested in Land, be invested in the Public Stocks or Funds or on Government or Real Securities: Provided always, nevertheless, that (except as regards the said Hereditaments specified in the said First Schedule to this Act, and containing

Duke of Bridgewater's Estate.

containing Two hundred and one Acres, or thereabouts,) no Exercise of the Powers in this Act contained or referred to shall take effect against the Securities granted or to be granted for the said Sum of Four hundred and two thousand Pounds, or any Part thereof, so far as regards the said *Mersey and Irwell* Navigation, or the Shares therein, unless such Exercise be made and take effect with the Consent in Writing of the Person or Persons for the Time being entitled to the said Sum of Four hundred and two thousand Pounds, or so much thereof as shall for the Time being have been raised and shall remain unpaid.

XIII. That it shall be lawful for the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, during such Time as aforesaid, but at their or his sole Discretion, and they and he are and is hereby authorized, if they or he shall think fit, from Time to Time or at any One Time, to borrow at Interest any Sum or Sums of Money not exceeding One hundred and fifty thousand Pounds, in addition to the said Sums of Four hundred and two thousand Pounds and One hundred and sixty-two thousand Pounds respectively authorized to be borrowed as aforesaid by the said herein-before recited Acts, and as a Security for any Sum or Sums of Money so to be borrowed, by any Deed or Deeds to demise all or any of the Manors, Messuages, Lands, Tenements, and Hereditaments which for the Time being shall be subject to the Trusts of the said Will of the said *Francis Duke of Bridgewater*, 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 Lender or Lenders may appoint, for any Term or Terms of Years, either with or without Impeachment of Waste, but without Prejudice to the Securities granted and to be granted for the said Sum of Four hundred and two thousand Pounds and Interest, or any Part thereof, and 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 upon, not exceeding Five Pounds *per Cent. per Annum*, at the Time or Times and in 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 or 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 Day or Days and in such Manner as shall be thought

Power to raise Money on Mortgage of the Trust Estates.

Duke of Bridgewater's Estate.

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 raising and 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.

Application
of the Money
to be raised.

XIV. That the Sum or Sums of Money to be raised under the aforesaid Power shall be applied by the said Trustees or Trustee for the Time being of the said Will of the said *Francis* Duke of *Bridgewater* in manner herein-after mentioned, (that is to say,) in the first place in paying the Costs of raising the same, and in the next place in and towards the Payment of the Costs, Charges, and Expenses of widening, deepening, and otherwise improving the said *Mersey and Irwell* Navigation and the said *Bridgewater* Canal, or either of them, or of constructing or improving any Line of Locks or other Means of Communication between the said Navigation and the said Canal, at the Discretion of the said Trustees or Trustee for the Time being, and in conformity with the Provisions in that Behalf contained in the said herein-before mentioned Acts of the Seventh Year of the Reign of His late Majesty King *George* the First, and of the Thirty-fourth Year of the Reign of His late Majesty King *George* the Third, for regulating the said Navigation, or otherwise.

Payment of
Interest.

XV. That the Interest of the Principal Money to be secured by such Mortgage or Mortgages as shall be made under the Power in that Behalf herein-before contained shall from Time to Time be paid by the said Trustees or Trustee out of the Income of the said Trust Estates and of the said, *Mersey and Irwell* Navigation Company, but subject nevertheless and without Prejudice to the Priority of the Securities granted and to be granted for the said Sum of Four hundred and two thousand Pounds.

Provision as
to Sinking
Fund.

XVI. That when and so soon as the additional Sum of One hundred and fifty thousand Pounds hereby authorized to be raised, or any Part thereof, shall have been borrowed by the Trustees or Trustee for the Time being under the Will of the said *Francis* late Duke of *Bridgewater*, they the said Trustees or Trustee shall and they are hereby required, from and out of the Income of the said Trust Estates (but subject nevertheless and without Prejudice to the Priority of the Securities granted or to be granted for the said Sum of Four hundred and

Duke of Bridgewater's Estate.

and two thousand Pounds), yearly and every Year, so long as the said Sum of One hundred and fifty thousand Pounds or any Part thereof shall remain owing upon such Securities as aforesaid, to set apart and appropriate a Sum not less than an equal Twenty fifth Part of the Monies borrowed under the Provisions of this Act, and for the Time being charged on the said Trust Estates, as or in the Nature of a Sinking Fund for providing for the Repayment of the Monies borrowed under the Provisions of this Act, and which Fund shall be applied accordingly, at the Discretion of the said Trustees or Trustee; and that the Trustees or Trustee for the Time being under the said Will shall annually enter and record in the Office Books of the said Trustees the Amount of all Monies from Time to Time appropriated or set apart for the Purpose or in augmentation of any Sinking Fund already voluntarily created, or hereafter to be so created, for the Purpose of providing for the Payment of any of the Monies already borrowed on Security of the said Trust Estates under the Acts hereinbefore recited, and shall apply the Monies so entered and recorded in Payment of the Monies so borrowed as aforesaid, as they or he may think fit, until full Payment thereof, and to or for no other Purpose whatsoever; and that the said Trustees or Trustee for the Time being under the said Will shall not be authorized again to borrow upon Security of the said Trust Estates any Monies which they may have so paid off, either by means of the Sinking Fund already voluntarily formed by them, or of the Sinking Fund required to be formed under the Provisions of this Act.

XVII. That the Person or Persons, or Body or Bodies Politic or Corporate, who shall advance any Sums of Money upon the Security as aforesaid, shall pay his or their Mortgage Money into the Hands or according to the written Order of the said Trustees or Trustee for the Time being of the said Will of the said *Francis* Duke of *Bridgewater*; and the Receipt or Receipts of the said Trustees or Trustee shall be a good and effectual Discharge or good and effectual Discharges for the same respectively, and the Person or Persons or Body or Bodies Politic or Corporate to whom such Receipt or Receipts respectively shall be given, his, her, or their Executors, Administrators, Successors, 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
Receipts to
be Dis-
charges.

XVIII. That the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Will 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

Trustees to
be answer-
able for their
own Receipts
only.

[*Private.*]

Duke of Bridgewater's Estate.

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 others or other of them, or for the Acts, Receipts, Neglects, or Defaults of the others or other of them, or for any Loss that may be sustained in the Execution of the Trusts and Powers hereby created and given, except the same shall happen by or through his or their own wilful Default respectively.

Mortgages
to take effect
according
to Priorities.

XIX. That, subject and without Prejudice to the Priority of the Securities granted and to be granted for the said Sum of Four hundred and two thousand Pounds or any Part thereof, all Mortgages to be made pursuant to the Powers contained in this Act or of the said recited Acts shall, as between each other, 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 Mortgages respectively.

Power to the
Trustees to
raise the
Money by
Debentures.

XX. That for the Purpose of facilitating the raising the said Sum of One hundred and fifty thousand Pounds or any Part thereof, it shall be lawful for the said Trustees or Trustee of the said Will, but without Prejudice to the Securities granted and to be granted for the said Sum of Four hundred and two thousand Pounds and Interest, from Time to Time to raise the same Sum of One hundred and fifty thousand Pounds or any Part thereof by way of Charge, and for that Purpose, but without Prejudice as aforesaid, to demise the said Hereditaments hereby authorized to be mortgaged, or any Part thereof, to any Persons as Trustees, for any Term not exceeding One thousand Years, in manner aforesaid, subject to Redemption as aforesaid, on Payment of the said Sum of One hundred and fifty thousand Pounds, or so much thereof as may be raised under the aforesaid Power, or any Part thereof, and Interest as aforesaid, nevertheless in trust for the Persons respectively advancing to the Trustees or Trustee for the Time being of the said Will any Part of the said Monies hereby authorized to be borrowed, and to be certified as after mentioned; and that it shall be lawful for the Trustees or Trustee for the Time being of the said Will to give under their Hand and Seal an Instrument by way of Debenture or Charge certifying that the Party or Parties to be therein named had advanced to the said Trustees or Trustee of the said Will the Sum to be therein named, as Part of the Monies which the said Trustees or Trustee are authorized by this Act to borrow, and thereupon the Party or Parties to whom such Debenture shall be given shall be entitled to a Sum equal to the Sum so advanced as aforesaid of the Principal Money so secured to such Trustees by way of Mortgage, and Interest thereon, as in the said Mortgage shall be specified and reserved; and all such Monies

Duke of Bridgewater's Estate.

so advanced and secured by such Debentures may be made payable and shall be paid by the Trustees to whom such Mortgage shall be so made, either *pari passu* and without Reference to the Dates of the Debentures, or according to their Dates, or otherwise as the said Trustees or Trustee of the said Will may direct or agree on with the Parties respectively making the Advances, anything herein-before contained to the contrary thereof in anywise notwithstanding.

XXI. That all Mortgages to be made in pursuance of the Powers contained in 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 Phillips*, a Lunatic, has not or may not, before any such Mortgage has 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 said Will of the said *Francis Duke of Bridgewater*, 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 Share not assigned.

XXII. That all the Costs and Expenses to be incurred by the said *William Earl of Devon*, *George William Frederick Earl of Carlisle*, and *James Loch*, or other the Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, in or about applying for and obtaining this Act, or in or about the making and granting of any such Conveyances, and the entering into any such Agreements as are herein-before authorized to be made, granted, or entered into as aforesaid, shall from Time to Time, as and when the same respectively shall arise and be incurred, be raised, defrayed, and paid by the said Trustees or Trustee by and out of the Income of the said Trust Estates, including the said Shares in the said *Mersey and Irwell Navigation*.

Costs of the Act.

XXIII. That nothing in this Act contained shall prevent the said Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, and also the aforesaid Superintendent, from exercising all and every the Powers and Authorities contained in any of the said recited Acts, and in all respects as if this Act had not passed, and any of the Powers and Authorities contained in this Act may be exercised without specially referring to this Act.

Trustees may exercise Powers of former Acts.

XXIV. That from and after the passing of this Act, in any Indictment or Information for any Felony or Misdemeanor, or for any Offence punishable by Law by summary Conviction, committed in, upon, or with respect to any Property whatsoever, whether real or personal, which belongs to or is in the Possession of or which shall

For facilitating Proof of Offences against the Trust Property.

hereafter

Duke of Bridgewater's Estate.

hereafter come into the Possession of the Trustees or Trustee for the Time being of the said Will of the said *Francis Duke of Bridgewater*, under this Act or otherwise, it shall be sufficient to state any such Property, real or personal, to belong to the "Trustees of the Duke of *Bridgewater's Will*," and it shall not be necessary to specify the Names of any such Trustees or Trustee, and at the Trial or Hearing of any such Indictment or Information it shall be sufficient to prove that the Property so alleged to belong to "The Trustees of the Duke of *Bridgewater's Will*" was at the Time of the committing of the said alleged Offence in the Possession of the said Trustees, their Servants or Agents, and that it shall not be necessary at such Trial or Hearing to prove the Names or Name of the Persons or Person who shall have been or may be at the Time of the committing of the said alleged Offence such Trustees or Trustee, nor that such Persons or Person are or is then living, but that in the Absence of any Proof to the contrary it shall be deemed and taken that there are such Trustees or Trustee then living.

Consent of
Arthur
Frederick
Egerton to
be obtained.

XXV. And whereas the said *Arthur Frederick 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 enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate as against the said *Arthur Frederick Egerton*, or against any Person or Persons claiming by, from, through, or under him, until the said *Arthur Frederick 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 *Arthur Frederick Egerton*, and all and every Persons and Person 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 Arthur Frederick Egerton of Belgrave Square
' in the County of Middlesex, do hereby consent to an Act of
' Parliament passed in the Fifteenth Year of the Reign of Queen
' Victoria, intituled "An Act to enable the Trustees of the Will of
' " the Most Noble Francis late Duke of Bridgewater to make Con-
' " veyances in Fee or Demises for long Terms of Years of his Trust
' " Estates, and more effectually to administer the Trusts of the Will
' " of the said Duke." Given under my Hand, this . . . Day
' of . . . in the Year of Our Lord One thousand eight hundred
' and fifty . . .

XXVI. Saving

Duke of Bridgewater's Estate.

XXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person or Persons, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, their Executors, Administrators, and Assigns, and 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 Persons who are or shall be or shall answer the Description of the right Heirs of the said *George Granville* late Duke of *Sutherland*, and the said *William* Earl of *Devon*, *George William Frederick* Earl of *Carlisle*, and *James Loch*, and all and every the Persons and Person to whom any Estate, Right, Title, and 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 any Powers vested in such Trustees,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, from, or out of the Manors, Hereditaments, and Premises affected by this Act, or any of them, or any Part or Parts thereof, as they or 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.

General Saving.

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

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

*Duke of Bridgewater's Estate.***The FIRST SCHEDULE to which the above Act refers.**

All the Messuages, Buildings, and Land of the Trustees of the late Duke of Bridgewater in the Township of Orrell in the Parish of Wigan in the County of Lancaster, containing altogether 12 A. 3 R. 35 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Pemberton in the Parish of Wigan in the County of Lancaster, containing altogether 732 A. 1 R. 20 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Winstanley in the Parish of Wigan in the County of Lancaster, containing altogether 60 A. 2 R. 3 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Wigan in the Parish of Wigan in the County of Lancaster, containing altogether 5 A. 0 R. 24 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Hindley in the Parish of Wigan in the County of Lancaster, containing altogether 371 A. 1 R. 0 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Westhoughton in the Parish of Dean in the County of Lancaster, containing altogether 886 A. 2 R. 16 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Middle Hulton in the Parish of Dean in the County of Lancaster, containing altogether 1,142 A. 1 R. 13 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Great Lever in the Parish of Middleton in the County of Lancaster, containing altogether 46 A. 0 R. 31 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Farnworth in the Parish of Dean in the County of Lancaster, containing altogether 246 A. 2 R. 22 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Kearsley in the Parish of Dean in the County of Lancaster, containing altogether 58 A. 2 R. 0 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Little Hulton in the Parish of Dean in the County of Lancaster, containing altogether 442 A. 0 R. 29 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Pennington in the Parish of Leigh in the County of Lancaster, containing altogether 34 A. 1 R. 11 P., or thereabouts :

Duke of Bridgewater's Estate.

All the Messuages, Buildings, and Land of the said Trustees in the Township of Bedford in the Parish of Leigh in the County of Lancaster, containing altogether 71 A. 3 R. 37 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Astley in the Parish of Leigh in the County of Lancaster, containing altogether 42 A. 2 R. 12 P., or thereabouts:

All the Messuages, Buildings, and Lands of the said Trustees in the Township of Tyldesley in the Parish of Leigh in the County of Lancaster, containing altogether 22 A. 0 R. 37 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Manchester in the Parish of Manchester in the County of Lancaster, containing altogether 20 A. 2 R. 14 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Hulme in the Parish of Manchester in the County of Lancaster, containing altogether 72 A. 2 R. 38 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Townships of Runcorn and Halton in the Parish of Runcorn in the County of Chester, containing altogether 347 A. 3 R. 22 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Stretford in the Parish of Manchester in the County of Lancaster, containing altogether 9 A. 3 R. 33 P., or thereabouts:

All the Messuages, Buildings, and Lands of the said Trustees in the Township of Sale in the Parish of Ashton-upon-Mersey in the County of Chester, containing altogether 2 A. 3 R. 31 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Timperley in the Parish of Bowden in the County of Chester, containing altogether 2 A. 1 R. 20 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Altrincham in the Parish of Bowden in the County of Chester, containing altogether 6 A. 0 R. 39 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Agden in the Parish of Rosthern in the County of Chester, containing altogether 1 A. 0 R. 0 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Lymm in the Parish of Lymm in the County of Chester, containing altogether 41 A. 3 R. 21 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Thelwall in the Parish of Runcorn in the County of Chester, containing altogether 9 A. 3 R. 19 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Grappenhall in the Parish of Grappenhall in the County of Chester, containing altogether 1 A. 0 R. 4 P., or thereabouts:

All the Messuages, Buildings, and Land of the said Trustees in the Township of Latchford in the Parish of Grappenhall in the County of Chester, containing altogether 23 A. 2 R. 27 P., or thereabouts:

All

Duke of Bridgewater's Estate.

All the Messuages, Buildings, and Land of the said Trustees in the Township of Appleton in the Parish of Great Budworth in the County of Chester, containing altogether 48 A. 2 R. 29 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Walton Inferior in the Parish of Runcorn in the County of Chester, containing altogether 23 A. 3 R. 16 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Moor in the Parish of Runcorn in the County of Chester, containing altogether 0 A. 2 R. 26 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Keckwick in the Parish of Runcorn in the County of Chester, containing altogether 0 A. 1 R. 23 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Preston-on-the-Hill in the Parish of Runcorn in the County of Chester, containing altogether 9 A. 2 R. 37 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees in the Township of Norton in the Parish of Runcorn in the County of Chester, containing altogether 10 A. 3 R. 16 P., or thereabouts :

All the Messuages, Buildings, and Land of the said Trustees situate in or near the Borough Town of Brackley in the County of Northampton, and any adjoining Township or Parish.

J. S. Paterson.

Duke of Bridgewater's Estate.

LAND and BUILDINGS in the Township of WORSLEY, Parish of Eccles and County of Lancaster, in the Occupation of the several Persons and containing the several Quantities following; viz.

Name or Description of the different Farms, Fields, or Plots of Land.	Occupiers.	Quantity, Statute Measure.		
		A.	R.	P.
Land, Two Fields, Hill Top	Thomas Cooke	5	3	23
Inclosure from Linnyslaw Moss	Betty Cooke	4	0	2
Field, Buildings, and Garden	John Cooke	0	2	27
Part of Wood around the Recreation Ground	Trustees of the late Duke of Bridgewater	6	2	23
Buildings, Yards, Shrubbery, &c. (Pay Office.)	Ditto	2	0	36
Colliers Recreation Ground	Ditto	18	3	17
Field, Coal Pit, Roads, &c., Part of Walkden Moor.	Ditto	12	0	14
Moor, Buildings, and Yard on Walkden Moor.	Ditto	19	0	39
Field, Coal Pit, &c. on Walkden Moor	Ditto	0	2	19
Back Salford Reservoir	Ditto	2	3	27
Field near Blackleach	Ditto	0	3	34
Plantation, Embankments, &c. at New Reservoir.	Ditto	3	0	1
Wood and Pond on North Side of New Earth Field.	Ditto	1	1	29
Wood, Morton Moss	Ditto	0	3	2
Berry's Clough	Ditto	2	3	3
Part of Chatmoss, Corner on the South of the Liverpool and Manchester Railway.	Ditto	0	2	20
Part of New Reservoir, Blackleach	Ditto	7	2	22
Buildings and Gardens (Barracks)	Richard Bury, John Medcalf, and others	1	2	20
Buildings, Yards, Gardens, &c. (Back Salford.)	Joseph Rushton, James Grundy, and others	0	2	13
Buildings, Yards, Gardens, &c. (Mountain)	Thomas Sixsmith, Thomas Urmsion	0	1	5
Buildings, Gardens, &c. (Pipe Hall)	Luke Owen and James Molineux	0	2	37
Field near Pipe Hall	John Gibson	0	3	21
Gardens and Lane	William Owen, Henry Topping	0	1	3
Buildings, Yards, Gardens, &c. Half Crown Row.	Richard Whittle, Thomas Barnes, and others	3	0	0
Gardens	John Cooke, James Cooke	0	0	26
Field	Jane Pennington	0	2	29
Field	Ditto	2	2	31
Buildings, Yard, Waste, &c. (Boat Shed)	Trustees of the late Duke of Bridgewater, William Owen, John Evans, and others	1	1	14
Buildings, Yard, Gardens, &c. (Drill Row)	Thomas Gibson, Thomas Latchford, and others	0	2	12

[Private.]

Duke of Bridgewater's Estate.

Name or Description of the different Farms, Fields, or Plots of Land.	Occupiers.	Quantity, Statute Measure.		
		A.	R.	P.
Buildings, Yards, Waste, Coke Ovens, Pond, Gardens, Coal Pit.	Trustees of the late Duke of Bridgewater, John Stevenson, Moses Barton, and others	1	3	37
Buildings, Gardens, &c. (White House)	Richard Cooke, Robert Whit- tacre, and others	1	1	19
Buildings, Yards, Gardens, &c. (Bull's Head.)	Thomas Grundy	0	3	10
Buildings, Yards, Gardens, &c.	George Brian, Thomas Grundy, and others	1	0	36
Buildings, Yards, Gardens, &c.	Jane Pennington, John Gibson, and others	1	1	4
Buildings, Yards, Gardens, &c.	James Ridyard, James Roscoe, and others	0	2	31
Reclaimed Moss, &c.	Harrison Blair	8	3	3
Part of Linnyslaw Moss	Thomas Lawton	10	3	11
Part of Linnyslaw Moss	Ellis Lever	15	1	11
Part of Linnyslaw Moss	Thomas Sharp	15	2	17
Field near "Hill Top"	Betty Cooke and Thomas Urm- son	2	2	24
Field near "Hill Top"	Margaret Birtles	2	1	15
Field adjoining Moss End	Peter Holmes' Widow	1	3	20
Field	John Brian	2	0	25
Part of Moss Croft	James Bury jun.	1	3	28
Farm Land, Buildings, &c.	Ditto	59	2	16
Garden	William Wallwork	0	0	26
Gardens	Joseph Farnworth, Betty Cooke	0	1	2
Buildings, Yards, Gardens, &c. (Moss End.)	John Thornton, William Hayes, and others	0	2	15
Field Part of Linnyslaw Moss	Charles Howard	2	3	23
Field and Occupation Road	James Hardman	3	3	20
Moss Inclosure	John Marsh	1	2	4
Buildings, Gardens, &c. near Moss Side	Ditto	0	2	10
Farm Land and Buildings, Moss Side	Thomas Chorlton	32	3	2
Wardley Moss	Peter Nightingale	20	2	17
Little Hollys	Ditto	18	1	13
Reclaimed Moss	Ditto	9	3	30
Barnstead	Ditto	3	1	26
Thirstan Field	Ditto	24	3	1
Great Hollys Enclosure	Ditto	3	2	14
Great Hollys	Ditto	19	2	31
Morton Moss	Ditto	16	2	26
Farm Land	Lot Smith	89	1	28
Farm Land and Buildings	Margaret Higson and Sisters	89	2	11
Buildings and Garden	Reuben Pollitt	0	0	29
Cinder Field	John Howard	2	2	30
Occupation Road and Waste	Thomas Chorlton and others	1	1	1
Garden	Thomas Seddon	0	0	9
Buildings, Yards, and Gardens	John Stones and others	1	0	16
Farm Land and Buildings	George Pollitt	42	3	18
Occupation Road	Lot Smith and George Pollitt	0	1	26
Farm Land and Buildings	Nathan Ramsden	35	3	1
Farm Land and Buildings	William Smith	71	2	24
Reclaimed Moss	John Wareing	0	2	27
Reclaimed Moss	James Dyson	1	0	11
Farm Land	Thomas Worsley	41	3	29
Farm Land and Buildings	Richard Lansdale	41	2	10
Lane	Nathan Ramsden and others	2	2	2
Farm Land and Buildings	Eliza Dorning	37	0	14
Moss Lane	Thomas Worsley and others	1	2	28
Buildings, Garden, and Orchard	James Berry, Hannah Johnson	0	1	33

Duke of Bridgewater's Estate.

Name or Description of the different Farms, Fields, or Plots of Land.	Occupiers.	Quantity, Statute Measure.		
		A.	R.	P.
Land near old Workhouse	George Leigh	29	3	20
Land	John Howarth	10	3	29
Farm Land and Buildings	John Smethells	20	0	9
Farm Land and Buildings	Robert Lansdale	54	2	24
Land and Buildings	Richard Harrison	3	0	6
Lane	Richard Harrison, Robert Lansdale	0	0	37
Buildings, Yards, Gardens, &c.	William Gilbody	0	2	29
More Field	Ditto	6	0	13
Shop Meadow	Ditto	1	0	19
Lane	Ditto	0	0	37
Croft	Abraham Pollitt	0	2	23
Buildings, Yards, and Orchard	Ditto	0	1	3
Lords Croft	Ditto	1	3	20
Part of Cowhey	Elias Chadwick	2	1	35
Buildings, Yards, and Garden	Robert Lansdale, John Cooper	0	2	36
Buildings, Yards, Garden, and Orchard	James Lansdale	0	2	4
Meadow	Ditto	1	2	35
Farm Land and Buildings	James White	17	0	19
Farm Land and Buildings	William Boardman	10	0	16
Land	Ann Grundy	43	1	20
Buildings, Yard, and Orchard	John Chapman, Alice Crossley	0	1	10
Occupation Road, Waste, &c.	Abraham Pollitt and others	0	2	23
Farm Land and Buildings	John Worsley	12	1	20
Farm Land and Buildings	William Chapman	2	0	39
Lower Moor Field	Henry Clayton	4	0	12
Machine House and Garden	Thomas Nicholls	0	0	35
Miller's Croft	Ditto	0	2	13
Back o' th' House	Ditto	1	1	15
House, Garden, and Croft	Edward Wolstencroft	1	2	35
Croft	Thomas Clough	0	1	6
Cottages, Gardens, and Land	James Lansdale	6	0	22
Little Croft	John Ormrod	0	3	5

Duke of Bridgewater's Estate.

LAND and BUILDINGS in the Township of BARTON, Parish of Eccles and County of Lancaster, in the Occupation of the several Persons and containing the several Quantities following; viz.

Name or Description of the different Farms, Fields, or Plots of Land.	Occupiers.	Quantity, Statute Measure.		
		A.	R.	P.
Wood adjoining Little Heath Field	Trustees of the late Duke of Bridgewater	0	1	4
Land and Buildings	Ann Grundy	20	2	26
Occupation Road	Ditto	0	2	13
Farm Land and Buildings	John Harrison	61	2	39
Farm Land and Buildings	Henry Gregory	77	0	0
Buildings and Gardens at Monton Green	Joseph Parry, William Gregory, Joseph Seddon, William Berry	0	1	4
Blue Bell Inn, Yards, Garden, and Croft	Matthew Rome	1	0	16
Part of Rushy Field	Ditto	3	0	23
Part of Rushy Field	Ditto	3	0	13
Ridges	James Wroe	4	1	17
Meadow	Ditto	4	2	0
Oliver Field	Ditto	4	2	12
Buildings and Gardens, Rowson's Nook	John Harrison, Sophia Collier	0	0	25
Cottage, Yards, and Gardens	Sarah Hurst	0	2	0
Meadow	Thomas Sharples	1	3	2
Little Marled Earth	Jonathan Royle	3	3	19
Great Marled Earth	Ditto	4	3	19
Kiln Field	Ditto	4	0	4
Beggar's Style Field	Ditto	2	1	15
Rushy Meadow	Ditto	4	1	2
Harry Croft	Ditto	4	2	35
Monton Green	Unoccupied	7	0	39
Farm Land, Wild Moss, Buildings, &c.	William Harrison	275	2	39
Farm Land and Buildings (Unicorn Inn)	Mary Anne Cooke	2	2	31
Stadfold Meadow	John Hilton	2	1	0
Buildings and Garden	Joseph Mills	0	1	3
Nook adjoining Railway Bridge	Richard Jackson	0	0	2
Buildings, Yards, Garden, and Orchard	James Houghton	1	0	5
Field near Peel Green	David Cooke	0	1	8
Farm Land, Moss, and Buildings in the Hamlet of Cadishead.	John Taylor	743	3	25
Workhouse Field	Messrs. Moore and Waddington	1	2	16
Lane End Meadow	John Brazendale, T. H. Smith, and others	2	0	21
Farming Land and Cottages	James Parr and others	20	0	7
Buildings, Gardens, and Land	Albert Hauck	1	2	12
Moor Fields	John Bradshaw	4	2	30
Cottages and Gardens	James Moss and others	0	1	17
Strip of Land on the East Bank of the Canal between Monton Green and Patricroft Bridge.	James Nasmyth & Co., Guardians of the Poor of the Barton Union; Messrs. Booth, Leigh, & Co.	1	1	0
Strip of Land on both the Easterly and Westerly Side of the Canal between Barton Aqueduct and the Culvert dividing the Townships of Barton and Stretford.	James Robinson	7	1	0

Duke of Bridgewater's Estate.

All the Messuages, Buildings, and Land of the Company of Proprietors of the Mersey and Irwell Navigation, not forming Part of the Navigation, and being situate in the several Townships of Manchester, Salford, Pendlebury, Stretford, Barton, Flixton, Rixton, Woolston, Martinscroft, Poulton with Fearnhead, and Warrington, in the County of Lancaster, and of Partington, Latchford, Grappenhall, Thelwall, Appleton, Walton Inferior, Moor, Norton, Halton, and Runcorn in the County of Chester, and containing altogether Two hundred and one Acres, or thereabouts.

J. S. Paterson.

Duke of Bridgewater's Estate.

The SECOND SCHEDULE to which the above Act refers.

28th Feb.
1812.

Articles of Agreement of the Twenty-eighth Day of February One thousand eight hundred and twelve, between the then Trustees of the Duke of Bridgewater of the First Part, the Right Honourable George Granville Leveson Gower, Marquis of the County of Stafford, of the Second Part, the Reverend Egerton Bagot of the Third Part, and Le Gendre Starkie of the Fourth Part, for the Division of Common on Linnyslaw Moss, within Worsley in the County of Lancaster.

7th and 8th
July 1819.

Indentures of Lease and Release of the Seventh and Eighth Days of July One thousand eight hundred and nineteen, the Release made between Robert Lansdall, John Tindall, and Josiah Varey, Devisees of John Varey deceased, of the First Part, Ann Pickup and Mary Tindall of the Second Part, Thomas Cooper of the Third Part, Henry John North of the Fourth Part, and the then Trustees of the Duke of Bridgewater of the Fifth Part, being a Release of Land in Runcorn subject to a Rent of Three hundred Pounds.

12th April
1822.

Memorandum of Agreement of the Twelfth Day of April One thousand eight hundred and twenty-two, between George Case, Chairman of the Liverpool Dock Trustees, and also Chairman of the Select Finance Committee, of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, relating to a Footpath on the North End of the King's Dock, Liverpool.

27th Sept.
1827.

Indenture of the Twenty-seventh Day of September One thousand eight hundred and twenty-seven, between John Crompton and Thomas Bonsor Crompton of the One Part, and the Trustees of the late Duke of Bridgewater of the other Part, being a Deed of mutual Covenants and Releases.

1st June
1838.

Indenture of the First Day of June One thousand eight hundred and thirty-eight, between Thomas Joseph Trafford of the First Part, the then Trustees of the Duke of Bridgewater of the Second Part, the Right Honourable Francis Egerton of the Third Part, and Wilbraham Egerton of the Fourth Part, being an Agreement as to making a Course for the Flood Water at Stretford in the County of Lancaster, and Grant of Way for such Watercourse over certain Fields there.

25th March
1840.

Indenture of the Twenty-fifth Day of March One thousand eight hundred and forty, between Thomas Cooper of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, being a Demise of Two Plots of Land in Runcorn in the County of Chester, for Twenty-nine Years, Rent, Twenty Pounds.

1st Sept.
1840.

Indenture of the First Day of September One thousand eight hundred and forty, between John Mort, Edward Jeremiah Lloyd, Isaac Harrop, Charles Poole, John Barratt, and John Mort the younger, Trustees of the Workhouse and Lands thereto belonging in the Township of Altrincham, of the First Part, and the then Trustees of the Duke of Bridgewater of the Second Part, being a Lease to the said Trustees of the Workhouse and Lands for Twenty-one Years, subject to the yearly Rent therein mentioned.

Indenture

Duke of Bridgewater's Estate.

Indenture of the First Day of May One thousand eight hundred and forty-three, between Sir Thomas Joseph De Trafford of the First Part, Jonathan Robinson of the Second Part, John Taylor of the Third Part, the then Trustees of the Duke of Bridgewater of the Fourth Part, the Right Honourable Francis Egerton of the Fifth Part, and Wilbraham Egerton of the Sixth Part, being an Agreement as to altering the Flood Watercourse at Stretford in the County of Lancaster, and Grant of Way for such altered Watercourse over certain Fields there, with Release of Right of Way for a Portion of the old Watercourse over certain other Fields there. 1st May 1843.

Agreement of the Twentieth Day of September One thousand eight hundred and forty-two, between George Holt, Squire Murgatroyd, and Thomas Leah of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, as to the Erection of a Warehouse at Liverpool in the County of Lancaster. 20th Sept. 1842.

Memorandum of Agreement of the Seventh Day of November One thousand eight hundred and forty-eight, between the said Thomas Leah of the One Part, and James Loch, One of the Trustees of the Duke of Bridgewater, of the other Part, as to the Repayment of the Sum of Two thousand five hundred Pounds expended in the Erection of a Warehouse at Liverpool in the County of Lancaster. 7th Nov. 1848.

Indenture of Lease of the First Day of January One thousand eight hundred and forty-three, between John Barlow of Ardwick in the County Palatine of Lancaster, Esquire, of the First Part, and the then Trustees of the Duke of Bridgewater of the Second Part, being a Lease of a Room and Premises in the Town Hall Buildings, Manchester, for Fourteen Years, at the yearly Rent of One hundred and fifty-five Pounds. 1st Jan. 1843.

Indenture of the Fifteenth Day of June One thousand eight hundred and forty-nine, between the Lancashire and Yorkshire Railway Company of the First Part, the Devisees in Trust under the Will of the late Duke of Bridgewater of the Second Part, and the Earl of Ellesmere of the Third Part, being a Lease to the Devisees in Trust for One hundred Years of a Plot of Land in Salford, at the yearly Rent of Three hundred Pounds. 15th June 1849.

Memorandum of Agreement of the Thirtieth Day of September One thousand eight hundred and forty-four, between the Ellesmere and Chester Canal Company of the One Part, and the Devisees in Trust of the Will of the late Most Noble Francis Duke of Bridgewater, therein-after called the Bridgewater Trustees, of the other Part, being an Agreement as to Traffic between Ellesmere Port and Liverpool. 30th Sept. 1844.

Articles of Agreement of the Twenty-ninth Day of September One thousand eight hundred and forty-nine, between the North Staffordshire Railway Company of the One Part, and the Right Honourable the Earl of Devon, the Right Honourable the Earl of Carlisle, and James Loch, Esquire, (the then Trustees of the Duke of Bridgewater,) of the other Part, being an Agreement as to Traffic. 29th Sept. 1849.

Articles of Agreement of the Twenty-third Day of October One thousand eight hundred and forty-nine, between James Shipton and George Skey (carrying on Business under the Style or Firm of Shipton and Company) of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, whereby 23d Oct. 1849.

Duke of Bridgewater's Estate.

whereby the said Parties of the First Part agree to relinquish their carrying Trade in favour of and to become the Agents of the said Trustees.

- 24th June 1845. Agreement of the Twenty-fourth Day of June One thousand eight hundred and forty-five, between the then Trustees of the One Part, and Harrison Blair of the other Part, as to certain Roads in Kersley in the County of Lancaster.
- 10th March 1849. Articles of Agreement of the Tenth Day of March One thousand eight hundred and forty-nine, between Le Gendre Nicholas Starkie of the One Part, and the Trustees of the Duke of Bridgewater of the other Part, for a Lease to the said Trustees of a Farm and Tenements situate at Worsley in the County of Lancaster.
- 31st Aug. 1849. Indenture of the Thirty-first Day of August One thousand eight hundred and forty-nine, between the Birkenhead, Lancashire, and Cheshire Junction Railway Company of the One Part, and James Loch, acting Trustee under the Will of the late Duke of Bridgewater, of the other Part, being an Agreement as to Traffic between Birkenhead and the opposite Shore.
- 25th March 1850. Indenture of the Twenty-fifth Day of March One thousand eight hundred and fifty, between Sir Thomas Joseph De Trafford of the First Part, James Frederick Beever and Thomas Darwell of the Second Part, and the Trustees of the Duke of Bridgewater of the Third Part, being a Demise to the said Trustees of Land in Stretford in the County of Lancaster for Nine hundred and ninety-nine Years, subject to the annual Rent of Sixty-two Pounds Ten Shillings and Eightpence.

Leases, &c. relating to Coal Mines.

- 25th March 1803. Indenture of the Twenty-fifth Day of March One thousand eight hundred and three, between the Reverend Walter Bagot of the One Part, and the Devisees in Trust of the Will of the late Duke of Bridgewater of the other Part, being a Lease from the said Walter Bagot to the said Devisees of Coal Mines in Middle Hulton in the County of Lancaster for Ninety-nine Years, subject to certain Rents therein mentioned.
- 24th June 1826. Indenture of the Twenty-fourth Day of June One thousand eight hundred and twenty-six, between James Meadowcroft of the One Part, and the Devisees in Trust of the late Francis Duke of Bridgewater of the other Part, being a Grant from the said James Meadowcroft to the said Devisees of certain Rights and Powers over Land, and Demise of Coal under same, in Boothtown within Worsley in the County of Lancaster, subject to the Rent therein mentioned.
- 15th May 1832. Agreement of the Fifteenth Day of May One thousand eight hundred and thirty-two, between the Reverend John Houghton of the One Part, and Robert Haldane Bradshaw of the other Part, being for the Lease of a Coal Mine under Land at Farnworth.
- 30th Jan. 1840. Indenture of the Thirtieth Day of January One thousand eight hundred and forty, made between Samuel Heywood of the First Part, and the then Trustees of the Duke of Bridgewater of the Second Part, being a Lease of a Coal Mine in Farnworth for Fourteen Years, subject to the Rents therein mentioned.
- 24th June 1841. Indenture of the Twenty-fourth Day of June One thousand eight hundred and forty-one, between Richard Barlow of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, being a Lease from said Richard Barlow

Duke of Bridgewater's Estate.

Barlow to said Trustees of a Mine or Bed of Coal in Little Hulton in the County of Lancaster for Thirty Years, subject to the Rents therein mentioned.

Indenture of the Sixteenth Day of November One thousand eight hundred and forty-one, between the said Richard Barlow of the One Part, and the said Trustees of the other Part; being a Grant from the said Richard Barlow to the said Trustees of Liberty to extend the Canal under the Land of the said Richard Barlow in Little Hulton aforesaid. 16th Nov. 1841.

Indenture of the Thirty-first Day of December One thousand eight hundred and forty-one, between the Honourable Lloyd Kenyon, the Honourable Edward Kenyon, the Honourable Thomas Kenyon, the Reverend James Slade, Sir John Hanmer, and the Reverend Edward Girdlestone, Richard Woodward, John Fletcher, and Robert Lomax, Trustees of the Charity Estates comprised in the Will of Adam Mort, deceased, of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, being a Lease from the said Parties of the First Part to the said Trustees of a Coal Mine in Tyldesley in the County of Lancaster for Fifty Years, subject to the annual Rent of One hundred and thirty Pounds. 31st Dec. 1841.

Memorandum of Agreement of the First Day of February One thousand eight hundred and forty-two, between Francis Charlton of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, being an Agreement for the Lease of a Coal Mine under the Land of the said Francis Charlton in Little Hulton for Thirty Years. 1st Feb. 1842.

Indenture of the Twenty-fourth Day of June One thousand eight hundred and forty-one, between the said Francis Charlton of the One Part, and the said Trustees of the other Part, being a Gaant from the said Francis Charlton of Liberty to extend the Canal under the Land of him the said Francis Charlton in Little Hulton aforesaid. 24th June 1841.

Indenture of the Twenty-fourth Day of January One thousand eight hundred and forty-two, between the said Francis Charlton of the One Part, and the said Trustees of the other Part, being a Lease of a Coal Mine in Little Hulton aforesaid, for a Term of Thirty Years, subject to the Rents therein mentioned. 24th Jan. 1842.

Indenture of the Twenty-fourth Day of March One thousand eight hundred and forty-two, between the Right Honourable Francis Egerton of the One Part, and the then Trustees of the Duke of Bridgewater of the other Part, being a Lease of Coal Mines in Little Hulton and Tyldesley in the County of Lancaster, for Thirty Years, subject to the Rents therein mentioned. 24th March 1842.

Indenture of the Twenty-fourth Day of March One thousand eight hundred and forty-two, between the said Francis Egerton of the One Part, and the said Trustees of the other Part, being a Grant of Rights of Way in the last-named Collieries. 24th March 1842.

Indenture of the Twenty-fourth Day of March One thousand eight hundred and forty-two, between the said Francis Egerton of the One Part, and the said Trustees of the other Part, being a Lease of Coal Mines in Hulton in the County of Lancaster, for Thirty Years, subject to the Rents therein mentioned. 24th March 1842.

Indenture of the Twenty-fourth Day of June One thousand eight hundred and forty-two, between the Reverend Wilson Rigg of the First Part, the Right Honourable Francis Egerton of the Second Part, and the Trustees of the Duke

[*Private.*]

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of Bridgewater of the Third Part, being a Lease of Mines in Ellenbrook in the County of Lancaster for Twenty-one Years, subject to the Rents therein mentioned.

25th Dec.
1847.

Indenture of the Twenty-fifth Day of December One thousand eight hundred and forty-seven, between Jeremiah Hampson of the One Part, and the Trustees of the Duke of Bridgewater of the other Part, being a Lease of a Coal Mine in Tyldesley in the County of Lancaster for a Term of Twenty-one Years, subject to the Rents therein mentioned.

11th Jan.
1847.

Indenture of the Eleventh Day of January One thousand eight hundred and forty-seven, between Richard Kerfoot and Davies Rawsthorn, surviving Devises of the Reverend William Nuttall, of the First Part, Thomas Robinson, the Husband of Jane, One of the Daughters of the said William Nuttall, of the Second Part, and the then Trustees of the Duke of Bridgewater of the Third Part, being a Conveyance in Fee of a Coal Mine under a Plot of Land at Swinton in the County of Lancaster.

21st Dec.
1848.

Indenture of the Twenty-first Day of December One thousand eight hundred and forty-eight, between Elizabeth Walmesley and William Gerard Walmesley of the One Part, and the Trustees of the Duke of Bridgewater of the other Part, being a Deed of mutual Grants of Wayleaves through Land in Hindley, Alram, and Ince in Mackerfield in the County of Lancaster, and Covenant not to cut through the Main Fault therein mentioned.

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