



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 16.

An Act for enabling the Trustees of the settled Estates of the Right Honourable *Henry John Reuben* Earl of *Portarlington* situate in the County of *Dorset* to lay out the Monies arising under the Exercise of the Powers of Enfranchisement and Sale and Exchange contained in the Settlement of the same Estates in the Purchase of other Estates in *England, Wales, or Ireland*, in lieu of being restricted to laying out the same Monies in the Purchase of Estates in *England or Wales*, as directed by the said Settlement.

[30th June 1852.]

WHEREAS by an Indenture dated the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and expressed to be made between the said *Henry John Reuben* Earl of *Portarlington* of the First Part, the Right Honourable *Alexandrina Octavia Maria* Countess of *Portarlington*, Wife of the

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Settlement on the Marriage of the Earl and Countess of *Portarlington*, dated 31st August 1847.

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said *Henry John Reuben* Earl of *Portarlington*, then *Alexandrina Octavia Maria Vane* Spinster, and commonly called *Lady Alexandrina Vane*, One of the Daughters of the Most Honourable *Charles William Vane* Marquis of *Londonderry* by the Most Honourable *Frances Anne Vane* Marchioness of *Londonderry* his Second Wife, of the Second Part, the Most Honourable *Henry Francis* Marquis of *Drogheda* and the Right Honourable *George Henry Robert Charles Vane* commonly called *Viscount Seaham*, of the Third Part, *Hugh Montgomery* and the Reverend *Thomas Hart Dyke* of the Fourth Part, and the Honourable *Adolphus Frederick Charles William Vane* commonly called *Lord Adolphus Vane* and *John Weyland* of the Fifth Part, (being a Settlement made previously to and in consideration of the Marriage then intended and shortly after solemnized between the said *Henry John Reuben* Earl of *Portarlington* and *Alexandrina Octavia Maria* Countess of *Portarlington*,) reciting to the Effect that the said *Henry John Reuben* Earl of *Portarlington* was seised or well and sufficiently entitled to the Manors or Lordships, Messuages, and Hereditaments therein-after mentioned, and intended to be thereby granted or assured for an absolute Estate in Fee Simple in Possession, subject to certain Life Annuities of Five hundred Pounds, Three hundred Pounds, and Two hundred Pounds, charged thereon by the Will of *Lady Caroline Damer* deceased, and also subject as to Part of the said Manors or Lordships, Messuages and Hereditaments to an Indenture dated the Thirteenth Day of *October* One thousand eight hundred and forty-six, and expressed to be made between the said *Henry John Reuben* Earl of *Portarlington* of the One Part, and the Right Honourable *Charles Christopher* Earl of *Cottenham* then Baron *Cottenham*, the Honourable *Sir Edward Hall Alderson* Knight, *James William Farrer* Esquire, and *George Law* Esquire, of the other Part, whereby the Sum of Fifteen thousand Pounds and Interest was secured by way of Mortgage to the said *Charles Christopher* Earl of *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, and also subject, as to the whole of the said Manors or Lordships, Messuages and Hereditaments, to an Indenture dated the Fifteenth Day of *January* One thousand eight hundred and forty-seven, and expressed to be made between the said *Henry John Reuben* Earl of *Portarlington* of the One Part, and the said *Charles Christopher* Earl of *Cottenham* then Baron *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, whereby the Sum of Two hundred thousand Pounds, and such further Advances as might thereafter be made, not exceeding, with the said Sum of Two hundred thousand Pounds, the Sum of Three hundred and eighty-five thousand Pounds, with Interest, was secured
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by way of Mortgage to the said *Charles Christopher* Earl of *Cottenham*, *Sir Edward Hall Alderson*, *James William Farrer*, and *George Law*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, their or his Assigns, but which said Sum of Two hundred thousand Pounds, and such further Advances as aforesaid, not exceeding in the whole the Sum of Three hundred and eighty-five thousand Pounds, and Interest, were primarily charged on certain Manors or Lordships, Lands, Tenements, and Hereditaments situate in the several Counties of *Tipperary*, *Limerick*, the *King's County*, the *Queen's County*, *Kilkenny*, *Longford*, *Meath*, and *Kildare*, in *Ireland*, also belonging to the said *Henry John Reuben* Earl of *Portarlington*; and reciting that the said Sums of Fifteen thousand Pounds and Two hundred thousand Pounds were still due on the Security of the said Indentures of the Thirteenth Day of *October* One thousand eight hundred and forty-six and the Fifteenth Day of *January* One thousand eight hundred and forty-seven respectively, and that further Advances on the Security of the last-mentioned Indenture were expected by the said *Henry John Reuben* Earl of *Portarlington* to be made; and reciting that the said *Henry John Reuben* Earl of *Portarlington* was entitled to Two Policies of Assurance on his own Life, One granted by the Law Life Assurance Office, dated the Twenty-second Day of *August* One thousand eight hundred and forty-four, numbered Eleven thousand three hundred and four, for the Sum of Five thousand Pounds, at or under the annual Premium of One hundred and thirteen Pounds Six Shillings and Eightpence, and the other granted by the Legal and General Assurance Office, dated the said Twenty-second Day of *August* One thousand eight hundred and forty-four, numbered Two thousand two hundred and sixty-four, for the Sum of Five thousand Pounds, at or under the annual Premium of One hundred and five Pounds Four Shillings and Twopence; and reciting that a Marriage had been agreed upon and was intended to be shortly solemnized between the said *Henry John Reuben* Earl of *Portarlington* and *Alexandrina Octavia Maria* Countess of *Portarlington*; and reciting that, in pursuance of an Agreement made upon the Treaty for the said intended Marriage, the said *Henry John Reuben* Earl of *Portarlington* had assigned the said Policies of Assurance unto the said Marquis of *Drogheda* and Viscount *Seaham*, upon certain Trusts intended to be declared by an Indenture then already prepared, and intended to bear even Date with the Indenture now in recital, and to be made between the said *Henry John Reuben* Earl of *Portarlington* of the First Part, the said *Alexandrina Octavia Maria* Countess of *Portarlington*, then Lady *Alexandrina Octavia Maria Vane* Spinster, of the Second Part, the said *Charles William Vane* Marquis of *Londonderry* of the Third Part, and the said Marquis of *Drogheda*
and

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and Viscount *Seaham* of the Fourth Part; and reciting that, upon the Treaty for the said intended Marriage, it was agreed that the said Manors, Lands, and Hereditaments therein-after mentioned, and intended to be thereby granted, should be conveyed, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations therein-after expressed, declared, and contained of and concerning the same; it is by the Indenture now in recital witnessed that in pursuance of the said Agreement, and in consideration of the said intended Marriage, the said *Henry John Reuben* Earl of *Portarlington*, with the Privity of the said *Alexandrina Octavia Maria* Countess of *Portarlington*, did grant unto the said Marquis of *Drogheda* and Viscount *Seaham*, and their Heirs, all and singular the Manors or Lordships, Messuages and Hereditaments, specified in the Schedule to the Indenture now in recital, being Manors or Lordships, Messuages and Hereditaments situate in the County of *Dorset*, with their and every of their Appurtenances, to hold the same unto the said Marquis of *Drogheda* and Viscount *Seaham*, and their Heirs, (subject nevertheless to the said Life Annuities of Five hundred Pounds, Three hundred Pounds, and Two hundred Pounds, and other Charges (if any) then subsisting under the said Will of the said *Lady Caroline Damer* deceased,) and also subject to the said Sums already advanced, and to such further Sums as should be thereafter advanced as therein-before and therein-after mentioned, to the Use of the said *Henry John Reuben* Earl of *Portarlington*, his Heirs and Assigns, until the Solemnization of the said then intended Marriage, and after the Solemnization thereof to the Use of the said Marquis of *Drogheda* and Viscount *Seaham*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from the Solemnization of the said intended Marriage, without Impeachment of Waste, upon the Trusts therein-after declared of and concerning the same, with Remainder to the Use of the said *Hugh Montgomery* and *Thomas Hart Dyke*, their Executors, Administrators, and Assigns, for the Term of One hundred Years from the Solemnization of the said intended Marriage, without Impeachment of Waste, upon the Trusts therein-after expressed of and concerning the same, with Remainder to the Use of the said *Henry John Reuben* Earl of *Portarlington*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Intent that in case the said *Alexandrina Octavia Maria* Countess of *Portarlington* should survive the said *Henry John Reuben* Earl of *Portarlington*, she the said *Alexandrina Octavia Maria* Countess of *Portarlington*, and her Assigns, might, after the Decease of the said *Henry John Reuben* Earl of *Portarlington*, receive during her Life the yearly Rentcharge of Two thousand Pounds in full for the Jointure of the said *Alexandrina*

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drina Octavia Maria Countess of *Portarlington*, and in bar of all Dower and Free Bench whatsoever, to be issuing and payable out of all and singular the said Premises therein-before granted, with the usual Powers of Distress and Entry for enforcing the Payment of the said Rentcharge when in arrear; and, subject thereto, to the Use of the said Lord *Adolphus Vane* and *John Weyland*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years from the Death of the said *Henry John Reuben* Earl of *Portarlington*, without Impeachment of Waste, upon the Trusts therein-after declared, with Remainder to the Use of the First and every other Son of the said intended Marriage successively in Remainder one after another, according to their respective Seniorities, and the Heirs Male of their respective Bodies issuing, with Remainder to the Use of the said *Henry John Reuben* Earl of *Portarlington*, his Heirs and Assigns, for ever; and it was by the Indenture now in recital declared, that the said Hereditaments and Premises were limited to the said Marquis of *Drogheda* and Viscount *Seaham*, their Executors, Administrators, and Assigns, for the said Term of Ninety-nine Years, upon trust to keep up, out of the Rents of the same Premises, the said Policies of Assurance therein-before and herein-before mentioned to have been effected on the Life of the said *Henry John Reuben* Earl of *Portarlington*, or either of them, or any new Policy or Policies to be effected as therein-after mentioned, in case the same should become void; and in the Indenture now in recital was contained a Proviso for the Cesser of the said Term of Ninety-nine Years, when the Trusts thereof should have been fully performed and satisfied; and it was by the Indenture now in recital declared, that the said Hereditaments and Premises thereby limited to the said *Hugh Montgomery* and *Thomas Hart Dyke*, their Executors, Administrators, and Assigns, for the said Term of One hundred Years, were so limited to them upon the Trusts in the Indenture now in recital mentioned, being Trusts for securing Five hundred Pounds *per Annum* Pin Money to the said *Alexandrina Octavia Maria* Countess of *Portarlington*, during the joint Lives of the said *Henry John Reuben* Earl of *Portarlington* and the said *Alexandrina Octavia Maria* Countess of *Portarlington*; and in the Indenture now in recital was contained a Proviso for the Cesser of the said Term of One hundred Years, when the Trusts thereof should have been fully performed and satisfied; and in the Indenture now in recital was contained a Declaration, that the Hereditaments and Premises thereby limited to the said Lord *Adolphus Vane* and *John Weyland*, their Executors, Administrators, and Assigns, for the said Term of Two hundred Years, were so limited to them upon the Trusts in the Indenture now in recital mentioned, being Trusts for securing the said Jointure of Two thousand Pounds *per Annum* to the said *Alexandrina Octavia Maria* Countess of *Port-*

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arlington; and in the Indenture now in recital was contained a Proviso for the Cesser of the said Term of Two hundred Years upon the Trusts thereof becoming incapable of taking effect, or being fully performed and satisfied; and in the Indenture now in recital were contained Powers for leasing all or any of the said Hereditaments and Premises in manner therein mentioned, and for the Enfranchisement of all or any Parts of the said Hereditaments and Premises that were of Copyhold or Customary Tenure in manner therein mentioned; and in the Indenture now in recital was contained a Proviso that it should be lawful for the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Life of the said *Henry John Reuben* Earl of *Portarlington*, with his Consent in Writing, and after his Death, during the Minority of any Son of the said intended Marriage, who if of full Age would for the Time being be entitled to the Possession or the Receipt of the Rents and Profits of the said Premises therein-before expressed to be granted, or any Part thereof, at the Discretion of them the said Marquis of *Drogheda* and Viscount *Seaham*, or of the Survivor of them, or of the Executors or Administrators of such Survivor, to sell or exchange for other Manors, Lands, or Hereditaments in *England* or *Wales* all or any of the said Premises therein-before expressed to be granted, and upon any such Exchange to give or receive any Money for Equality of Exchange; and in the Indenture now in recital was contained a Declaration, that any such Sale as aforesaid might be made either by Public Auction or Private Contract, and that the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, and the Executors or Administrators of such Survivor, should have full Power to insert any such special or other Stipulations, either as to Title or Evidence of Title, or otherwise, in any Conditions of Sale or Contract for Sale or Exchange of the said Premises, or any Part thereof, as he or they should think fit, and to buy in or rescind any Contract for Sale of the same Premises or any Part thereof, and to resell the same, without being responsible for any Loss which might be occasioned thereby; and in the Indenture now in recital was contained a Declaration that, for effectuating any such Sale or Exchange, it should be lawful for the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, and the Executors or Administrators of such Survivor, with such Consent or at such Discretion as aforesaid, by any Deed or Deeds, to revoke and make void all or any of the Uses, Trusts, Powers, and Provisions therein-before limited and declared, or any Part or Parts thereof, (but subject and without Prejudice to any Mortgage or other Disposition which might have been made under any of the Trusts of any of the Terms of Years therein-before limited, and to any Lease or Leases which

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which might have been granted under the Power of leasing therein-before contained,) and by the same or any other Deed or Deeds to limit, declare, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the said Premises, or any Part or Parts thereof, which should be thought necessary or expedient to effectuate such Sale or Exchange; and in the Indenture now in recital was contained a Declaration, that the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, and the Executors and Administrators of such Survivor, should receive all Monies which might have become payable upon any such Enfranchisement, Sale, or Exchange as aforesaid, and with all convenient Speed lay out and invest the same in the Purchase of other Manors, Lands, or Hereditaments in *England* or *Wales* for an Estate or Estates of Inheritance in Fee Simple, or of Lands of a Leasehold or Copyhold or Customary Tenure, convenient to be held therewith or with any Hereditaments for the Time being, subject to the subsisting Uses or Trusts of the Indenture now in recital, yet so that during the Life of the said *Henry John Reuben* Earl of *Portarlington* every such Purchase should be made with his Consent in Writing; and in the Indenture now in recital was contained a Declaration, that the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should settle and assure, or cause to be settled and assured, all such of the Manors, Lands, or Hereditaments so to be purchased or taken in exchange as aforesaid as should be Freeholds of Inheritance to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations in and by the Indenture now in recital limited, expressed, and declared of and concerning the said Hereditaments therein-before expressed to be granted, or as near thereto as the Deaths of Parties and other intervening Circumstances would admit of, but so as not to increase or multiply Charges, and should settle and assure or cause to be settled and assured all such of the said Manors, Lands, or Hereditaments so to be purchased or taken in exchange as aforesaid as should be of Leasehold or Copyhold or Customary Tenure, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as should or might correspond with or be similar to the Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Agreements, and Declarations, in and by the Indenture now in recital limited, expressed, and declared of and concerning the said Hereditaments and Premises therein-before expressed to be granted, or as near thereto as the different Tenure and Quality of the Premises, and the Rules of Law and Equity, and the Deaths of Parties, and other intervening Circumstances would admit, but so as not to increase or multiply Charges, and so that if any of the Lands purchased should be held by Lease
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or Leases for Years, the same should not vest absolutely in any Son of the said intended Marriage who should not attain the Age of Twenty-one Years, but on the Decease of any such Son, being Tenant in Tail Male under or by virtue of the Indenture now in recital, should go, devolve, and remain in the same Manner as if they had been Freehold of Inheritance and had been settled accordingly; and in the Indenture now in recital was contained a Declaration, that if any of the Lands purchased or taken in exchange as aforesaid should be held for a Lease or Leases, or a Grant or Grants, for Lives or for Years, proper Provisions should be inserted in the Settlement therein-before directed to be made thereof for renewing such Leases or Grants from Time to Time as Occasion should require, and that the Fines, Fees, and Expenses of such Renewals should from Time to Time be defrayed by and out of the Premises so to be purchased or taken in exchange, and of which such Renewals were to be made respectively, so and in such Manner that the several Persons beneficially entitled to the same should contribute to the Expense of such Renewals in the Proportions in which, according to the Rules of Courts of Equity, they would be bound to contribute; and in the Indenture now in recital was contained a Proviso, that, subject and without Prejudice to and so that the Equities or Obligations of the Persons claiming under the Indenture now in recital as to defraying the Fines and Expenses of such Renewal of Leases or Grants as aforesaid should not be thereby changed or altered, it should be lawful for the said Marquis of *Drogheda* and Viscount *Seaham*, or the Survivor of them, or the Executors or Administrators of such Survivor, by and out of the Monies to arise from any such Sale or Enfranchisement, or to be received for Equality of Exchange as aforesaid, to pay any Money which upon any Exchange made in exercise of the aforesaid Power in that Behalf should or might be payable by the Trustees or Trustee for the Time being acting in exercise of the same Power for Equality of Exchange, or which might be required for the Renewal of any such Lease as aforesaid, and also to raise any Money agreed to be paid by the said Trustees or Trustee for Equality of Exchange, or which might be required for the Renewal of any such Lease or Grant as aforesaid, by Mortgage of the Hereditaments so received in exchange or taken by Renewal as aforesaid, or of any other Hereditaments for the Time being, subject to the then subsisting Uses or Trusts of the Indenture now in recital, and to make all such Appointments, Assignments, Surrenders, and other Assurances, and to do all such other Acts as should be necessary or expedient for effectuating any such Mortgage or Mortgages, and no Mortgagee advancing Money upon any Mortgage purporting to be made under that Power should be bound to see that such Money was wanted, or that no more than was wanted was raised; and in the Indenture now in recital was contained

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tained a Proviso that it should be lawful for the said Marquis of *Drogheda* and Viscount *Seaham*, or the Survivor of them, or the Executors or Administrators of such Survivor, upon the Request of the said *Henry John Reuben* Earl of *Portarlington*, during his Life, and after his Death, at their or his own Discretion, to apply any Money to arise by any such Sale, Enfranchisement, or Exchange as aforesaid in or towards paying off or discharging any Mortgage or other Charge or Incumbrance, or any Part of any Mortgage, Charge, or Incumbrance, for the Time being affecting all or any of the Hereditaments then subject to the then subsisting Uses or Trusts of the Indenture now in recital; and it was by the Indenture now in recital declared, that until the Money to arise by every or any such Sale, Enfranchisement, or Exchange as aforesaid should be disposed of as therein-before directed, it should be lawful for the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, and the Executors or Administrators of such Survivor, with the Consent of the said *Henry John Reuben* Earl of *Portarlington* during his Life, and after his Death at the Discretion of such Trustees or Trustee for the Time being, to place out such Money or any Part thereof in their or his Names or Name in or upon any of the Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England*, *Wales*, or *Ireland*, or in or upon the Loan Notes, Debentures, Mortgages, or Securities of any Railway Company in *England* or *Wales*, but not in *Ireland*, incorporated by Act of Parliament, and to alter, vary, or transpose the said Stocks, Funds, and Securities; and it was by the Indenture now in recital declared, that the Interest, Dividends, and annual Produce of such Stocks, Funds, and Securities should be paid and applied to such Person or Persons, for such Intents and Purposes, and in such Manner as the Rents and Profits of the Hereditaments to be purchased therewith as aforesaid would be payable or applicable in case such Purchase or Purchases and Settlement as aforesaid were then actually made; and it was by the Indenture now in recital declared, that the Receipt or Receipts in Writing of the said Marquis of *Drogheda* and Viscount *Seaham*, or the Survivor of them, or the Executors or Administrators of such Survivor, or of the Trustees or Trustee for the Time being acting or entitled to act in the Execution of the aforesaid Powers of Enfranchisement, Sale, and Exchange, for any Money which might become payable for the Enfranchisement or Sale of any of the Hereditaments which might be enfranchised or sold under the said Powers of Enfranchisement or Sale, or for Equality of Exchange as aforesaid, or for any Money which might be advanced by any Mortgagee or Mortgagees upon any Mortgage purporting to be made under the Power therein-before contained of raising Money by Mortgage, or for any other Money which might be paid to the said Marquis of *Drogheda* and Viscount

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Seaham, or the Survivor of them, or the Executors or Administrators of such Survivor, under or by virtue of the Indenture now in recital, or in the Execution of any of the Trusts or Powers thereof, should effectually discharge the Person or Persons paying such Money from the same, and from being bound to see to the Application or being answerable for the Misapplication or Nonapplication thereof; and in the Indenture now in recital was contained a Proviso, that it should be lawful for the said Marquis of *Drogheda* and Viscount *Seaham*, and the Survivor of them, or the Executors or Administrators of such Survivor, to make any Arrangement with the Person or Persons entitled to the Mortgages, Charges, or Incumbrances which should not be capable of being over-reached by the Exercise of such Powers respectively for making such Enfranchisement, Sales, and Exchanges freed and discharged from such Mortgages, Charges, and Incumbrances, or without the Concurrence of the Persons or Person entitled to such Mortgages, Charges, and Incumbrances, to provide that such Mortgages, Charges, and Incumbrances should be charged on the Hereditaments for the Time being subject to the Uses and Trusts of the Indenture now in recital, by way of Exoneration of or Indemnity to the Lands which should be enfranchised or conveyed away on any Sale or Exchange, and to make all such Charges, Appointments, Declarations, and Provisions as should seem to the said Trustees or Trustee to be necessary or expedient for the Purposes aforesaid; and in the Indenture now in recital was contained a Proviso, that all such Sum or Sums of Money as should thereafter be advanced on the Security of the said Indenture of the Fifteenth Day of *January* One thousand eight hundred and forty-seven, not exceeding (including the said Sums of Fifteen thousand Pounds and Two hundred thousand Pounds) the Sum of Four hundred thousand Pounds in the whole, and any further Sum not exceeding Ten thousand Pounds, which should be borrowed on the Security of the Hereditaments or any of the Hereditaments comprised in the Indenture now in recital, in addition to the said Sum of Four hundred thousand Pounds as therein-after mentioned, should take Precedence of the Settlement thereby made, and accordingly that the Indenture now in recital, and all the Uses and Estates thereby limited, should be subject and without Prejudice to the said aggregate Sum of Four hundred thousand Pounds and the said further Sum of Ten thousand Pounds, or so much thereof respectively as should be advanced, and the Interest thereof, and that in case such further Advances as should be required, together with the said Sum of Two hundred thousand Pounds, to make in the whole the said Sum of Three hundred and eighty-five thousand Pounds, should not be made upon the Security of the said Indenture of the Fifteenth Day of *January* One thousand eight hundred and forty-seven, or in case the said *Henry John Reuben* Earl of *Portarlington*, his Executors or

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or Administrators, should be desirous of borrowing any Sum not exceeding Ten thousand Pounds in addition to the said Sum of Four hundred thousand Pounds, it should be lawful for the said *Henry John Reuben Earl of Portarlington*, his Executors or Administrators, at any Time or Times before the Expiration of Ten Years from the Date of the Indenture now in recital, to levy and raise such Sum or Sums of Money as, together with the said Sums of Fifteen thousand Pounds and Two hundred thousand Pounds, and such further Advances (if any) as should have been made on the Security of the said Indenture of the Fifteenth Day of *January* One thousand eight hundred and forty-seven, should make up the Sum of Four hundred thousand Pounds or any less Sum, and also any Sum not exceeding Ten thousand Pounds in addition to the said Sum of Four hundred thousand Pounds, and to secure the same respectively by way of Mortgage on the said Manors and other Hereditaments therein-before granted, or any Part or Parts thereof, and to limit such Powers of Sale, and such other Powers and Provisions for better securing the Sum or Sums so to be levied and raised, and the Interest thereof, as to the Person or Persons making such Mortgage or Mortgages should seem meet, and by any Deed or Deeds to make all such Revocations and Appointments as should be necessary for giving Precedence to the Sum or Sums so to be levied and raised, and the Interest thereof and the Securities for the same, over the Settlement intended to be thereby made, and so that all the Uses and Estates thereby limited should be subject and without Prejudice to the Sum or Sums so to be levied and raised, and the Interest thereof, and to all the Securities for the same; and in the Indenture now in recital were contained Powers for the Appointment of new Trustees, and Provisions for the Indemnity and Reimbursement of the Trustees or Trustee for the Time being: And whereas the Trusts contained and declared in the said Indenture of even Date with the said recited Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven of and concerning the Two herein-before mentioned Policies of Assurance, and the Monies to be received by virtue of the same, are Trusts for the Benefit of the said *Henry John Reuben Earl of Portarlington, Alexandrina Octavia Maria Countess of Portarlington*, and the Children of the said Marriage, and of no other Person or Persons whatsoever: And whereas by an Indenture, dated the Seventeenth Day of *March* One thousand eight hundred and forty-nine, and expressed to be made between the said *Henry John Reuben Earl of Portarlington* of the One Part, and *George Herbert Kinderley* of the other Part, in consideration of the Sum of Ten thousand Pounds to the said *Henry John Reuben Earl of Portarlington* paid by the said *George Herbert Kinderley*, and in exercise of the Power in that Behalf given to the said *Henry John Reuben Earl of Portarlington* by the herein-before recited Indenture of the Thirty-first Day of *August*

Indenture
dated 17th
March 1849.

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August One thousand eight hundred and forty-seven, and of every other Power enabling him in that Behalf, he the said *Henry John Reuben* Earl of *Portarlington* did revoke all and singular the Uses, Trusts, Powers, Provisoes, and Declarations by and in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven limited, declared, and contained of and concerning the Manors, Messuages, Farms, Lands, and Hereditaments thereby granted, save and except the Provisions in the same Indenture relating to the Precedence of Security of the said Sum of Four hundred thousand Pounds, or so much thereof as had been or should be advanced, and so and in such Manner and to the Intent that the said Sum of Ten thousand Pounds, and the Interest thereof, and the Security for the same intended to be made by the Indenture now in recital, should take Precedence of the Settlement as intended to be made by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and did appoint and declare that all and singular the Messuages and Hereditaments by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven granted, or intended so to be, should go, remain, and be subject to the said Life Annuities of Five hundred Pounds, Three hundred Pounds, and Two hundred Pounds, and other Charges (if any) subsisting under the Will of the said *Lady Caroline Damer* deceased, and also subject to so much of the said Sum of Four hundred thousand Pounds as had been advanced or should be thereafter advanced, and the Interest thereof, and the Securities for the same, but freed and discharged from the Settlement intended to be made by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and, so subject and so freed and discharged, to the Use of the said *George Herbert Kinderley*, his Heirs and Assigns; and in the Indenture now in recital was contained a Proviso, that if the said *Henry John Reuben* Earl of *Portarlington*, his Heirs, Executors, Administrators, or Assigns, should pay or cause to be paid to the said *George Herbert Kinderley*, his Executors, Administrators, or Assigns, the said Sum of Ten thousand Pounds, together with Interest after the Rate of Five Pounds *per Centum per Annum*, on the said Seventeenth Day of *September* then next, the said *George Herbert Kinderley*, his Heirs or Assigns, should re-convey the said Hereditaments and Premises to the Uses expressed and declared in the said Indenture of Settlement of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, or such of them as should be then subsisting or capable of taking effect: And whereas by an Indenture, dated the Twenty-fifth Day of *March* One thousand eight hundred and fifty-one, and expressed to be made between the said *Henry John Reuben* Earl of *Portarlington* of the One Part, and the said *George Herbert Kinderley* of the other Part, after

Indenture
dated 25th
March 1851.

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after Recitals, by which it appeared that, besides the said Sum of Ten thousand Pounds advanced on the Security of the therein-before and herein-before recited Indenture of the Seventeenth Day of *March* One thousand eight hundred and forty-nine, the said *George Herbert Kinderley* had advanced the further Sums of Sixteen thousand seven hundred and sixteen Pounds Fifteen Shillings and Sixpence, and Ten thousand Pounds, making together Twenty-six thousand seven hundred and sixteen Pounds Fifteen Shillings and Sixpence, to or on account of the said *Henry John Reuben* Earl of *Portarlington*, of which the Sum of Sixteen thousand six hundred and seventy Pounds Five Shillings and Fivepence, Part of the said Sum of Sixteen thousand seven hundred and sixteen Pounds Fifteen Shillings and Sixpence, with Interest, was secured by an Indenture dated the First Day of *November* One thousand eight hundred and forty-eight, and expressed to be made between *Edward Majoribanks* and Sir *Edmund Antrobus* of the First Part, the Right Honourable *Edward Ellice*, the Right Honourable *William Francis Spencer* Lord *De Mauley*, and the Right Honourable *Henry* Lord *Rokeby* of the Second Part, the Right Honourable *James Stuart Wortley*, *Michael Bruce*, and the Right Honourable *Hugh Fortescue* commonly called *Hugh* Viscount *Ebrington* of the Third Part, the Right Honourable *George Lionel Dawson Damer* of the Fourth Part, the said *Henry John Reuben* Earl of *Portarlington*, of the Fifth Part, and the said *George Herbert Kinderley* of the Sixth Part, being a Security upon Estates and Hereditaments in *Queen's County*, *King's County*, and in the Counties of *Tipperary*, *Limerick*, *Kilkenny*, *Longford*, *Meath*, and *Kildare* in the Kingdom of *Ireland*, belonging to the said *Henry John Reuben* Earl of *Portarlington*, for the Principal Sum of Thirteen thousand Pounds, and Interest thereon, and that no more had been advanced of the said Sum of Four hundred thousand Pounds than the said Sum of Fifteen thousand Pounds and the said Sum of Two hundred thousand Pounds on the Security of the said Indenture of the Fifteenth Day of *January* One thousand eight hundred and forty-seven, and several Sums of Money amounting in the whole to the Sum of Forty-seven thousand two hundred Pounds had been paid by the said *Henry John Reuben* Earl of *Portarlington*, or his Assigns, to the said *Charles Christopher* Earl of *Cottenham*, Sir *Edward Hall Alderson*, *James William Farrer*, and *George Law*, in part Payment of the Sum of Two hundred thousand Pounds, secured as aforesaid, it is by the Indenture now in recital witnessed, that, for the Considerations aforesaid and pursuant to and by force and virtue and in exercise of the Power in that Behalf given to him by the said Indenture of Settlement of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and of every other Power enabling him in that Behalf, he the said *Henry John Reuben* Earl of *Portarlington* did, by the Indenture now

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The Earl of Portarlington's Estate.

in recital, revoke all and singular the Uses, Trusts, Powers, Provisoes, and Declarations by and in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven limited, declared, and contained of and concerning the Messuages and Hereditaments thereby granted, save and except the Provisions in the same Indenture relating to the Precedence of Security of the said Sum of Four hundred thousand Pounds, or so much thereof as had been or should be advanced, and so and in such Manner and to the Intent that the said Sum of Twenty-six thousand seven hundred and sixteen Pounds Fifteen Shillings and Sixpence, and the Interest thereof, and the Securities for the same intended to be made by the Indenture now in recital, should take Precedence of the Settlement intended to be made by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and did appoint and declare that the Messuages and Hereditaments comprised in and expressed to be granted and conveyed by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven should go, remain, and be subject to the said Life Annuities of Five hundred Pounds, Three hundred Pounds, and Two hundred Pounds, and other Charges (if any) subsisting under the Will of the said *Lady Caroline Damer* deceased, and also subject to so much of the said Sum of Four hundred thousand Pounds as had been advanced or should thereafter be advanced on the Security of the said Indenture of the Thirteenth Day of *January* One thousand eight hundred and forty-seven, minus the Sum of Twenty-six thousand seven hundred and sixteen Pounds Fifteen Shillings and Sixpence, and Interest, intended to be by the Indenture now in recital secured, and also without Prejudice to the said Sum of Ten thousand Pounds secured by the said Indenture of the Seventeenth Day of *March* One thousand eight hundred and forty-nine, and the Interest thereof, and the Securities for the same, but freed and discharged from the Settlement intended to be made by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and, so subject and so freed and discharged, to the Use of the said *George Herbert Kinderley*, his Heirs and Assigns, subject to the Proviso for Redemption therein-after contained; and in the Indenture now in recital was contained a Proviso, that, on Payment by the said *Henry John Reuben* Earl of *Portarlington*, his Heirs, Executors, Administrators, or Assigns, to the said *George Herbert Kinderley*, his Executors, Administrators, or Assigns, of the said Sum of Twenty-six thousand seven hundred and sixteen Pounds Fifteen Shillings and Sixpence, with Interest thereon in the meantime after the Rate and on the Day in the Indenture now in recital mentioned, the said *George Herbert Kinderley*, his Heirs or Assigns, would re-convey the said Hereditaments and Premises to the Uses of the said Indenture of the Thirty-

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first Day of *August* One thousand eight hundred and forty-seven, or such of them as should be subsisting undetermined and capable of taking effect: 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: And whereas the said Marriage between the said *Henry John Reuben* Earl of *Portarlington* and *Alexandrina Octavia Maria Vane* was afterwards duly had and solemnized, and there is no Issue of the said Marriage: And whereas the Estates comprised in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven comprise a very large Mansion, called *Milton Abbey*, with a large and expensive Park and ornamental Grounds, and produce a very small Income compared with the Value of the Inheritance, and the said Mansion House, Park, and ornamental Grounds are much too expensive a Place for the said *Henry John Reuben* Earl of *Portarlington* to keep up: And whereas the Estates in *Ireland* of the said *Henry John Reuben* Earl of *Portarlington*, referred to by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, are ancient Family Estates, and the same are, as appears by the last-mentioned Indenture, heavily incumbered, and the same Estates, or a Portion thereof, are being sold under an Order of the Commissioners for Sale of Incumbered Estates in *Ireland*: And whereas the said *Henry John Reuben* Earl of *Portarlington* has purchased or is about to purchase a Portion of the said Estates, comprising considerable Property in the Borough of *Portarlington*, the Mansion House and Park of *Emo*, and several adjoining Estates, from the Commissioners for Sale of Incumbered Estates in *Ireland*, but he has not the Money to complete such Purchase: And whereas the last-mentioned Estates comprise a considerable Part of the Town from which the Title of the said *Henry John Reuben* Earl of *Portarlington* is derived, and a handsome but not too expensive Mansion and Park, and would besides yield a large Income, and for the Reasons aforesaid would be very suitable to the Position of the said *Henry John Reuben* Earl of *Portarlington* as an *Irish* Peer, and of an *Irish* Family, and to his Means in Life, and the Position and Means in Life of his Issue (if any), and the said *Henry John Reuben* Earl of *Portarlington* is very desirous of preserving in the Family at least some Part of the ancient Family Estates in *Ireland*, or of acquiring other Estates in *Ireland* contiguous thereto: And whereas the Views and desirable Objects aforesaid might and could be carried into effect by means of a Purchase with the Trust Monies arising by the Sale of the said Estates and Hereditaments in the County of *Dorset* comprised in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, if the said *Henry Francis* Marquis of *Drogheda* and *George Henry Robert Charles* Viscount *Seaham*, and
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the Survivor of them, and other the Trustees or Trustee for the Time being of the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, were able to lay out the Monies which may arise under the Exercise of the Powers of Enfranchisement and Sale and Exchange contained in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven in the Purchase of Estates and Hereditaments in *England, Wales, or Ireland*, in lieu of being restricted to investing the same in the Purchase of Estates and Hereditaments in *England or Wales*, as directed by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven; but inasmuch as, by reason of the Trusts mentioned and declared in and by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, such Purchase cannot be effected without the Authority of Parliament, wherefore Your Majesty's most dutiful and loyal Subjects the said *Henry John Reuben* Earl of *Portarlington*, *Alexandrina Octavia Maria* Countess of *Portarlington*, *Henry Francis* Marquis of *Drogheda*, and *George Henry Robert Charles Vane* commonly called *Viscount Seaham*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Trustees empowered to invest Monies arising under Powers of Deed of Settlement in the Purchase of Estates in Ireland.

I. That from and after the passing of this Act it shall be lawful for the said *Henry Francis* Marquis of *Drogheda* and *George Henry Robert Charles* Viscount *Seaham*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, with such Consent or at such Discretion as is mentioned in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, to lay out and invest all or any Part of the Monies arising or to arise from the Exercise of the Powers of Enfranchisement, Sale, and Exchange contained in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven in the Purchase of any Castles, Towns, Messuages, Lands, and Hereditaments of Inheritance in Fee Simple, or held upon a Lease or Leases renewable for ever, situate in *England, Wales, or Ireland*, in lieu of being restricted to investing such Monies in the Purchase of Estates and Hereditaments in *England or Wales*, as directed by the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven; and that the Directions and Provisions contained in the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven with respect to the Settlement of the Hereditaments thereby directed to be purchased, and all
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and singular other the Provisions, Clauses, and Stipulations contained in the said Indenture, shall apply and extend to the Hereditaments in *Ireland* to be so purchased as aforesaid, in the same Manner in every respect as if the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven had authorized such Investment as is by this Act authorized to be made; provided that this Act shall not be construed as taken to authorize the Purchase of Estates or Hereditaments in *Ireland* other than the ancient Family Estates of the said *Henry John Reuben* Earl of *Portarlington* hereinbefore referred to, or Portions thereof, or Estates or Hereditaments intermixed therewith or adjoining thereto, or convenient to be held therewith.

II. Provided always, That every Investment of the aforesaid Trust Monies or any Part thereof in the Purchase of Lands and Hereditaments in *Ireland*, pursuant to the Power in that Behalf contained in this Act, shall be made under the Direction and with the Sanction of the High Court of Chancery in *England*; and that it shall be lawful for the said Court of Chancery, upon the Petition of the said *Henry Francis* Marquis of *Drogheda* and *George Henry Robert Charles* Viscount *Seaham*, or the Survivor of them, or the Trustees or Trustee for the Time being of the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, in a summary Manner to make such Orders or Order in relation to any such Investment as to the said Court of Chancery shall seem meet.

Purchases to be approved by the Court of Chancery.

III. Saving always to the Queen's most Excellent Majesty, and to Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Henry John Reuben* Earl of *Portarlington* and the said *Alexandrina Octavia Maria* Countess of *Portarlington* his Wife, and their First and other Sons, and the Heirs Male of the Body and Bodies of such Son and Sons respectively, and all and every the Children of the said *Henry John Reuben* Earl of *Portarlington* and *Alexandrina Octavia Maria* Countess of *Portarlington*, and the said *Henry Francis* Marquis of *Drogheda* and *George Henry Charles* Viscount *Seaham*, and the Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees for the Time being of the said Indenture of the Thirty-first Day of *August* One thousand eight hundred and forty-seven, and the said *Hugh Montgomery* and *Thomas Hart Dyke*, their Executors, Administrators, and Assigns, and the said Lord *Adolphus Vane* and *John Weyland*, their Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever as they or any of them had

General Saving.

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before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

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

IV. 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.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1852.