



ANNO VICESIMO QUINTO & VICESIMO SEXTO

# VICTORIÆ REGINÆ.

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## Cap. 5.

An Act for amending the Powers of Leasing and other Powers created by divers Acts relating to the Estates annexed to the Earldom of *Shrewsbury*, and for other Purposes.

[7th August 1862.]

**W**HEREAS by an Act of the Sixth Year of *George* the First, Chapter Twenty-nine, intituled *An Act for annexing the late Duke of Shrewsbury's Estate to the Earldom of Shrewsbury, and confirming Gilbert Earl of Shrewsbury's Settlement in order thereto, and for other Purposes therein mentioned* (in this Act referred to as the *Shrewsbury Estate Act, 1720*), wherein were recited Indentures of Lease and Release dated respectively the Thirtieth and Thirty-first Days of *October* One thousand seven hundred, and made by way of Settlement by *Charles* Twelfth Earl and only Duke of *Shrewsbury* (in this Act referred to as the Settlement of 1700), and also the Will of *Charles* Duke of *Shrewsbury*, dated the Nineteenth Day of *July* One thousand seven hundred and twelve, and also Indentures of Lease and Release dated respectively the Third and Fourth Days of *March* One thousand seven hundred and eighteen, being the Settlement made on the Marriage of *George Talbot* and *Mary Fitzwilliam* (in this Act referred to as the Settlement of 1718), and in which Settlements and Will respectively were comprised divers

Shrewsbury  
Estate Act,  
1720.  
(6 G. 1.  
c. 29.)

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Manors,

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Manors, Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments in the several Counties of *Salop, Worcester, Berks, Chester, Stafford, Oxford, Wilts,* and *Derby*, and elsewhere, and by which Marriage Settlement those Estates were settled to divers Uses which have since ceased, including Estates in Tail Male for the first and other Sons of *George Talbot* and Estates in Tail Male for the first and other Sons of *John Talbot*, that Marriage Settlement was ratified and confirmed, and those Estates were settled after the Decease of *George Talbot* and *John Talbot*, and Failure of Issue Male of their respective Bodies, and subject to divers Charges which have since ceased, to the Use of *Gilbert Thirteenth Earl of Shrewsbury* for his Life, with Remainders after his Decease to the Use of his first and other Sons in Tail Male, and for Default of such Issue to the Use and Behoof of all and every Person and Persons being Issue Male of the Body of *John First Earl of Shrewsbury*, to whom the Title, Honour, and Dignity of Earl of *Shrewsbury* should after the Decease of *Gilbert Earl of Shrewsbury, George Talbot, and John Talbot*, without Issue Male of their respective Bodies, by virtue of the Letters Patent of Creation of the Earldom, descend and come severally and successively one after another, as they and every of them should succeed to and inherit the Earldom, and of the several and respective Heirs Male of the Body and Bodies of all and every such Person and Persons issuing to attend and wait upon the Earldom and to be annexed to and descend with the same; and by the reciting Act Provision was made prohibiting the Alienation of those Estates, but with a Proviso under which in the Events therein specified the Prohibition would cease or be suspended; and by the reciting Act a Power for jointuring Wives of Tenants in Tail of those Estates, and a Power for leasing Parts of those Estates for Three Lives or Twenty-one Years or Terms determinable on Three Lives, were created: And whereas divers Leases of Parts of those Estates were under the Power in that Behalf contained in the *Shrewsbury Estate Act, 1720*, granted for Three Lives and for Terms determinable on Three Lives: And whereas at the Time of the passing of the Act next herein-after recited, *Charles Fifteenth Earl of Shrewsbury* was the Heir Male of the Body of *George Talbot* then deceased, and was entitled to an Estate in Tail Male in possession in the Estates then subject to the Limitations of the Settlement of 1718, and the *Shrewsbury Estate Act, 1720*:

Leases  
granted  
under the  
same.

Shrewsbury  
Estate Act,  
1803.  
(43 G. 3.  
c. 40.)

And whereas by an Act of the Forty-third Year of *George the Third*, Chapter Forty, intituled *An Act for vesting Part of the Settled Estates of the Right Honourable Charles Earl of Shrewsbury in the Counties of Salop, Chester, Berks, Wilts, and Oxford, in Trustees to be sold, and for laying out the Monies to arise by such Sale in the Purchase of other Lands and Hereditaments to be settled in lieu thereof to the same Uses, and subject to the same Restrictions*, (in this Act referred to as the *Shrewsbury Estate Act, 1803*,) those Parts of the Estates

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Estates then subject to the Limitations of the Settlement of 1718 and the *Shrewsbury Estate Act*, 1720, which were specified in the Schedule to the reciting Act, with the Appurtenances, were by the reciting Act vested in *Thomas Wright* and *Charles Conolly*, their Heirs and Assigns, for ever, freed from all and every the Uses, Trusts, Estates, Entails, Remainders, Charges, Powers, Provisoos, Limitations, and Agreements in and by the Settlement of 1700, the Duke's Will, the Settlement of 1718, and the *Shrewsbury Estate Act*, 1720, respectively created, limited, provided, and declared of or concerning the same or any of them, except only Leases theretofore granted of the same; but upon trust and to the Intent that *Thomas Wright* and *Charles Conolly*, and the Survivor of them, and his Heirs and Assigns, should with all convenient Speed, with the Consent and Approbation of *Charles* then Earl of *Shrewsbury*, to be testified by some Writing under his Hand, and after his Decease then with the Consent of the Person or Persons who should then be in the Possession of the Estates respectively by virtue of the Limitations before mentioned, in case such Person should then be of the Age of Twenty-one Years, to be testified by him or them as aforesaid, and in case of the Minority of the Person so in possession then by and of the proper Authority of the same Trustees respectively, sell and dispose of the Premises so vested, and on Payment of the Purchase Monies for the same convey the same to the Purchasers, their Heirs and Assigns, or as they should appoint, freed as aforesaid; and by the reciting Act Provision was made for the Investment of the net Monies arising by the Sales in the Purchase of Hereditaments to be settled to the Uses affecting the other Parts of the Estates remaining subject to those Limitations, and for the interim Investment thereof in Exchequer Bills or other Securities therein specified; and by the reciting Act it was enacted that until the Premises thereby directed to be sold should be sold in pursuance of the Trusts, the same should be held, possessed, and enjoyed, and the Rents, Issues, and Profits thereof should be had, received, and taken by and be applied to and for the Benefit of such Persons as would have been entitled thereto in case the reciting Act had not been made: And whereas some of the Lands and Hereditaments specified in the Schedule to the *Shrewsbury Estate Act*, 1803, and comprised in the Trust for Sale created by that Act, have not been sold, and the unsold Lands and Hereditaments comprise amongst other Estates the Lands and Hereditaments specified in the First Schedule to this Act annexed, and the Numbers set forth in the First Column of that Schedule refer to corresponding Numbers on a Map of Lands in the Township of *Oxton* in the County of *Chester*, which has been signed by *John Whalley* of *Mollington* in that County, Surveyor, and is intended to be inrolled in the Court of Chancery: And whereas Monies arising from the Sales of Parts of the Lands and Hereditaments specified in the Schedule to the *Shrewsbury Estate Act*, 1803, and

now

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now amounting to Eleven thousand Pounds or thereabouts, are now invested in Exchequer Bills, which are held by the Accountant General of the Court of Chancery in accordance with the Provisions in that Behalf of the *Shrewsbury Estate Act, 1803* :

Shrewsbury  
Estate Act,  
1820.  
(1 G. 4.  
c. 40.)

And whereas an Act of the First Year of *George the Fourth*, Chapter Forty, intituled *An Act for preventing the Right Honourable Charles Earl of Shrewsbury, and other Persons claiming under the Act for entailing certain Estates with the Earldom of Shrewsbury, from disturbing a certain Partition heretofore made of a small Part of those Estates by George late Earl of Shrewsbury*, (in this Act referred to as the *Shrewsbury Estate Act, 1820*,) was afterwards passed: And whereas at the Time of the passing of the Act next herein-after recited, *John Sixteenth Earl of Shrewsbury* was, under and by virtue of the Limitations of the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, entitled to an Estate in Tail Male in possession in the Estates then subject to those Limitations:

Shrewsbury  
Estate Act,  
1843.  
(6 & 7 Vict.  
c. 28.)

And whereas by an Act of the Session of the Sixth and Seventh Years of Her present Majesty, Chapter Twenty-eight, intituled *An Act for vesting Part of the Settled Estates of the Right Honourable John Earl of Shrewsbury in the Counties of Oxford, Chester, Salop, Worcester, and Stafford, in Trustees to be sold, and for laying out the Monies to arise by such Sale in the Purchase of other Lands and Hereditaments to be settled in lieu thereof to the same Uses and subject to the same Restrictions, and for other Purposes therein mentioned*, (in this Act referred to as the *Shrewsbury Estate Act, 1843*,) those Parts of the Estates then subject to the Limitations of the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, which were specified in the Second Schedule to the reciting Act annexed, were vested in *John Wright* and *Edmund William Jerningham*, their Heirs and Assigns, upon trust for Sale as therein expressed; and by the reciting Act the Power of jointuring created by the *Shrewsbury Estate Act, 1720*, was repealed, and Power was given to *John* then Earl of *Shrewsbury*, and after his Decease to all and every other Persons and Person to whom the Manors, Hereditaments, and Premises limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, were by the same Settlement and Act respectively limited, successively as and when they should respectively by virtue of or under those Limitations be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the Manors and other Hereditaments which for the Time being should stand or be limited and settled by virtue of or under the Settlement of 1700, the Duke's Will, the Settlement of 1718, and the *Shrewsbury Estate Act, 1720*, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, respectively limited, as should

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should then be subsisting or capable of effect, to appoint yearly Rentcharges by way of Jointure for their respective Wives as therein expressed, and in satisfaction of Dower, to the Extent of Three thousand Pounds a Year each out of the Parts therein specified or referred to of those Manors and Hereditaments; and Powers for the Recovery of the yearly Rentcharges so appointed were created, and Provision was made with respect to the Payment or Abatement of Jointures limited to Three or more Women, and Provision was made for limiting the total Amount of the Jointures charged at any One Time to Six thousand Pounds a Year; and the Power of leasing created by the *Shrewsbury Estate Act, 1720*, was repealed, and it was enacted that it should be lawful for *John* then Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the Estates limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, were by the same Settlement and Act respectively limited, successively as and when they should respectively by virtue of the Limitations be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Manors and other Hereditaments which for the Time being should stand or be limited and settled by virtue of or under the Settlement of 1700, and the Duke's Will, and the Settlement of 1718, and the *Shrewsbury Estate Act, 1720*, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, respectively, as should then be subsisting or capable of taking effect, in case the Person who after the Decease of *John* then Earl of *Shrewsbury* was thereby authorized as aforesaid should be of the Age of Twenty-one Years, and if such Person should be an Infant then for his Guardian or Guardians for the Time being, by any Indenture or Indentures to be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease any Part or Parts of the same Manors and other Hereditaments (except the Mansion called *Alton Towers* in the Township of *Farley* in the County of *Stafford*, and the Outhouses, Gardens, Ponds, Parks, Woods, and Premises usually enjoyed with that Mansion) to any Persons for Terms not exceeding Twenty-one Years in possession without Fine, and Provision was thereby made for the Acceptance of Surrenders of Leases granted for Lives or for Years determinable upon Lives under the Power of leasing by the reciting Act repealed, other than the Leases specified in the First Schedule to the reciting Act annexed, and for the granting instead of the surrendered Leases of Leases for Terms of Years absolute not exceeding Sixty Years, and at the same Rents as were reserved by the surrendered Leases; and it was enacted that it should be

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lawful for *John* then Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the Estates limited by the Settlement of 1718 and the *Shrewsbury* Estate Act, 1720, were by the same Settlement and Act respectively limited, successively as and when they should respectively by virtue of the Limitations be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Manors and other Hereditaments which for the Time being should stand or be limited and settled by virtue of or under the Settlement of 1700, and the Duke's Will, and the Settlement of 1718, and the *Shrewsbury* Estate Act, 1720, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses by the Settlement of 1718 and the *Shrewsbury* Estate Act, 1720, respectively limited, as should then be subsisting or capable of taking effect, by any Deed or Deeds, or Instrument or Instruments in Writing, with or without Power of Revocation, to be by them respectively sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, (but subject and without Prejudice to any Rentcharge or Rentcharges which might have been previously limited under the Power of jointuring therein-before contained, or under the reciting Power, and also subject and without Prejudice to any Lease or Leases then subsisting of any of the Manors and other Hereditaments, and not by the reciting Act made to cease, and to any Lease or Leases which should have been granted under any of the Powers of the reciting Act,) and also subject and without Prejudice as to the Hereditaments set forth in the Third Schedule to the reciting Act annexed to the yearly Rentcharge therein-after charged on the same (in case the same yearly Rentcharge should be subsisting), to grant, limit, and appoint unto and to the Use of the Child or Children of the respective Persons exercising the reciting Power by any Woman or Women with whom they respectively might marry or might have married, other than and except an eldest or only Son who for the Time being should be next in succession to the Earldom of *Shrewsbury*, or any One or more of such Children for the Life or respective Lives of such Child or Children respectively, any annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges not exceeding in the whole for any One such Child the yearly Sum of Three hundred Pounds, with Limitations over by way of Survivorship and Accruer to and amongst any other or others of the Children of the Person so exercising the now reciting Power (not being an eldest or only Son so next in succession), but with a Proviso that no One Child should by Survivorship or Accruer be entitled to any greater yearly Rentcharge than One thousand Pounds, such annual Sums or yearly Rentcharges to be issuing out of and charged and chargeable upon the

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the Parts therein specified or referred to of those Manors and Hereditaments; and Provision was made for limiting the total Amount of the yearly Rentcharges in favour of the Children of any One Person exercising the Power to One thousand eight hundred Pounds; and Provision was made for limiting the total Amount of the yearly Rentcharges charged at any One Time by Two or more Persons to Two thousand Pounds; and the several Leases specified in the First Schedule to the reciting Act annexed were determined, and it was enacted that it should be lawful for *John Earl of Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the Manors, Hereditaments, and Premises limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, were by the same Settlement and Act respectively limited, successively as and when they should respectively by virtue of the Limitations be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Manors and other Hereditaments which for the Time being should stand or be limited and settled by virtue of or under the Settlement of 1700, the Duke's Will, the Settlement of 1718, and the *Shrewsbury Estate Act, 1720*, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, respectively as should be subsisting or capable of taking effect, in case the Person who after the Decease of *John Earl of Shrewsbury* was by the reciting Act authorized as aforesaid should be of the Age of Twenty-one Years, and if such Person should be an Infant then for his Guardian or Guardians for the Time being, by any Indenture or Indentures to be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witnesses, at any Time or Times after the passing of the reciting Act, under and subject to the Direction of Her Majesty's High Court of Chancery, in pursuance of an Order or Orders for that Purpose to be obtained upon Motion or Petition in a summary Way, from Time to Time and so often as he or they should think proper, to convey in exchange for or in lieu of any other Freehold or Customary or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments to be situate in the several Counties of *Oxford, Chester, Salop, Worcester, Stafford, Berks,* and *Derby*, or some or One of them, any of the Lands and Premises which for the Time being should so stand limited and settled, not exceeding in any One Exchange Twenty-five Acres, with their Rights, Members, and Appurtenances; and for effectuating any such Exchange or Exchanges to limit and assure the same Premises unto and to the Use of the Person or Persons with whom such Exchange or Exchanges should be made, and his, her, or their Heirs and

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and Assigns, or as he, she, or they should direct, or to such other Use or Uses or in such other Manner as Circumstances might require, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Entails, Remainders, Charges, Powers, Provisions, Limitations, and Agreements in and by the Settlement of 1700, the Duke's Will, the Settlement of 1718, and the *Shrewsbury Estate Act, 1720*, or any of them, or any other Act of Parliament in the reciting Act before referred to, or the reciting Act, or any Conveyance then already executed or thereafter to be executed upon any such Purchase or Exchange as aforesaid respectively created, limited, provided, or declared of or concerning the same Hereditaments and Premises respectively; and the Proviso in the *Shrewsbury Estate Act, 1720*, contained for the Cesser or Suspension of the Prohibition against Alienation therein contained was repealed, and it was enacted that it should be lawful for *John Earl of Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the Manors, Hereditaments, and Premises limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, were by the same Settlement and Act respectively limited, successively as and when they should respectively by virtue of the Limitations be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Lands which for the Time being should stand limited and settled by virtue of or under the Settlement of 1700, the Duke's Will, the Settlement of 1718, and the *Shrewsbury Estate Act, 1720*, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses limited by the Settlement of 1718 and the *Shrewsbury Estate Act, 1720*, respectively, as should be subsisting or capable of effect, in case the Person who after the Decease of *John Earl of Shrewsbury* by the reciting Act authorized should be of the Age of Twenty-one Years, and if such Person should be an Infant then for his Guardian or Guardians, by any Indenture or Indentures to be sealed and delivered by him, her, or them in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the same Lands, except such Parts of the same Lands in the County of *Stafford* as lay to the North of the River *Churnett*, together with the Buildings thereon, if any, for Terms not exceeding Ninety-nine Years in possession by way of Improving and Building Leases; and Power for granting Leases of Mines and Minerals in Parts of the same Lands in the Counties of *Chester, Salop, and Stafford* was created:

Shrewsbury  
Estate Act,  
1850.  
(13 & 14  
Vict. c. 6.)

And whereas an Act of the Session of the Thirteenth and Fourteenth Years of Her present Majesty, Chapter Six, intituled *An Act for confirming and carrying into effect an Exchange heretofore made*



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made or attempted to be made between the Right Honourable George late Earl of Shrewsbury and John Grace of Whitby in the County of Chester, deceased, in this Act referred to as the *Shrewsbury Estate Act, 1850*, was afterwards passed: And whereas *Gilbert Earl of Shrewsbury*, named in the *Shrewsbury Estate Act, 1720*, died a Bachelor in the Year One thousand seven hundred and forty-three, and *John Talbot*, named in that Act, died in the Year One thousand seven hundred and forty-three, without leaving any Male Issue, and *Bertram Arthur Seventeenth Earl of Shrewsbury*, who was the last Issue Male of *George Talbot* named in that Act, died a Bachelor in the Year One thousand eight hundred and fifty-six: And whereas *Henry John Chetwynd Eighteenth Earl of Shrewsbury* and Third Earl *Talbot* (in this Act called the now Earl) as the Issue Male of the Body of *John First Earl of Shrewsbury*, to whom the Title, Honour, and Dignity of Earl of *Shrewsbury* has after the Decease of *Gilbert Earl of Shrewsbury, George Talbot, and John Talbot*, respectively named in the *Shrewsbury Estate Act, 1720*, without Issue Male of their respective Bodies, by virtue of the Letters Patents of Creation of the Earldom made and granted by *Henry the Sixth*, descended and come, is now under the Limitations of that Act entitled, as Tenant in Tail Male in possession, to the Estates now subject to the Limitations of that Act: And whereas the now Earl (No. 3) is the eldest surviving Son of *Charles Chetwynd*, late Earl *Talbot*, K.G. (No. 1):

And whereas *Charles Chetwynd*, late Earl *Talbot* (No. 1), had Ten Sons, and no more; that is to say, the Honourable *Charles Thomas Talbot*, late commonly called Viscount *Ingestre* (No. 2), his eldest Son, who died without Issue in the Year One thousand eight hundred and twenty-six; the now Earl (No. 3), his Second Son; the Honourable and Reverend *Arthur Chetwynd Talbot* (No. 4), his Third Son, now living; the Honourable *John Chetwynd Talbot* (No. 5), his Fourth Son, who died in the Year One thousand eight hundred and fifty-two; the Honourable and Reverend *George Gustavus Chetwynd Talbot* (No. 6.), his Fifth Son, now living; the Honourable *Walter Chetwynd Talbot* (No. 7), his Sixth Son, who died an Infant of tender Years; the Honourable and Reverend *William Whitworth Chetwynd Talbot* (No. 8), his Seventh Son, now living; the Honourable and Very Reverend *Gilbert Chetwynd Talbot* (No. 9), his Eighth Son, now living; the Honourable *Wellington Patrick Manvers Chetwynd Talbot* (No. 10), his Ninth Son, now living; and the Honourable *Gerald Chetwynd Talbot* (No. 11), his Tenth Son, now living:

And whereas the now Earl (No. 3) has had Five Sons, and no more; that is to say, the Honourable *Charles John Talbot*, commonly called Viscount *Ingestre* (No. 12), his eldest Son, now living; the Honourable *Henry Carpenter Sherrington Talbot* (No. 13), his

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Second Son, who died an Infant of tender Years; the Honourable *Walter Cecil Talbot* (No. 14), his Third Son, now living, a Bachelor; the Honourable *Reginald Arthur James Talbot* (No. 15), his Fourth Son, now living, a Bachelor; and the Honourable *Alfred Talbot* (No. 16), his Fifth Son, now living, an Infant:

And whereas the Honourable and Reverend *Arthur Chetwynd Talbot* (No. 4) has had Three Sons and no more; that is to say, *Charles Arthur Chetwynd Talbot* (No. 17), now living; *Hervey Talbot* (No. 18), now living, a Bachelor; and *Arthur Henry Talbot* (No. 19), now living, an Infant:

And whereas the Honourable *John Chetwynd Talbot* (No. 5) had Two Sons, and no more; that is to say, *John Gilbert Talbot* (No. 20), now living; and *Edward Stuart Talbot* (No. 21), now living, an Infant:

And whereas the Honourable and Reverend *George Gustavus Chetwynd Talbot* (No. 6) has had Two Sons, and no more; that is to say, *George Canning Talbot* (No. 22), now living, an Infant; and *Gustavus Arthur Talbot* (No. 23), now living, an Infant:

And whereas the Honourable and Reverend *William Whitworth Chetwynd Talbot* (No. 8) has had Three Sons, and no more; that is to say, *Adalbert Cecil Talbot* (No. 24), now living, an Infant; *William James Talbot* (No. 25), now living, an Infant; and *Gerald Francis Talbot* (No. 26), now living, an Infant:

And whereas the Honourable and Very Reverend *Gilbert Chetwynd Talbot* (No. 9) has not had any Male Issue:

And whereas the Honourable *Wellington Patrick Manvers Chetwynd Talbot* (No. 10) has had Issue One Son, and no more; that is to say, *Charles Stanley Talbot* (No. 27), now living, an Infant:

And whereas the Honourable *Gerald Chetwynd Talbot* (No. 11) has had Two Sons, and no more; that is to say, *Charles Alexander Price Talbot* (No. 28), now living, an Infant; and *Gerald Henry Talbot* (No. 29), now living, an Infant:

And whereas the Honourable *Charles John Talbot*, commonly called Viscount *Ingestre* (No. 12), has had One Son, and no more; that is to say, *Charles Henry John Talbot* (No. 30), now living, an Infant:

And whereas *Charles Arthur Chetwynd Talbot* (No. 17) has had One Son, and no more; that is to say, *Algernon Charles Talbot* (No. 31), now living, an Infant:

And whereas *John Gilbert Talbot* (No. 20) has had One Son, and no more; that is to say, *George John Talbot* (No. 32), now living, an Infant:

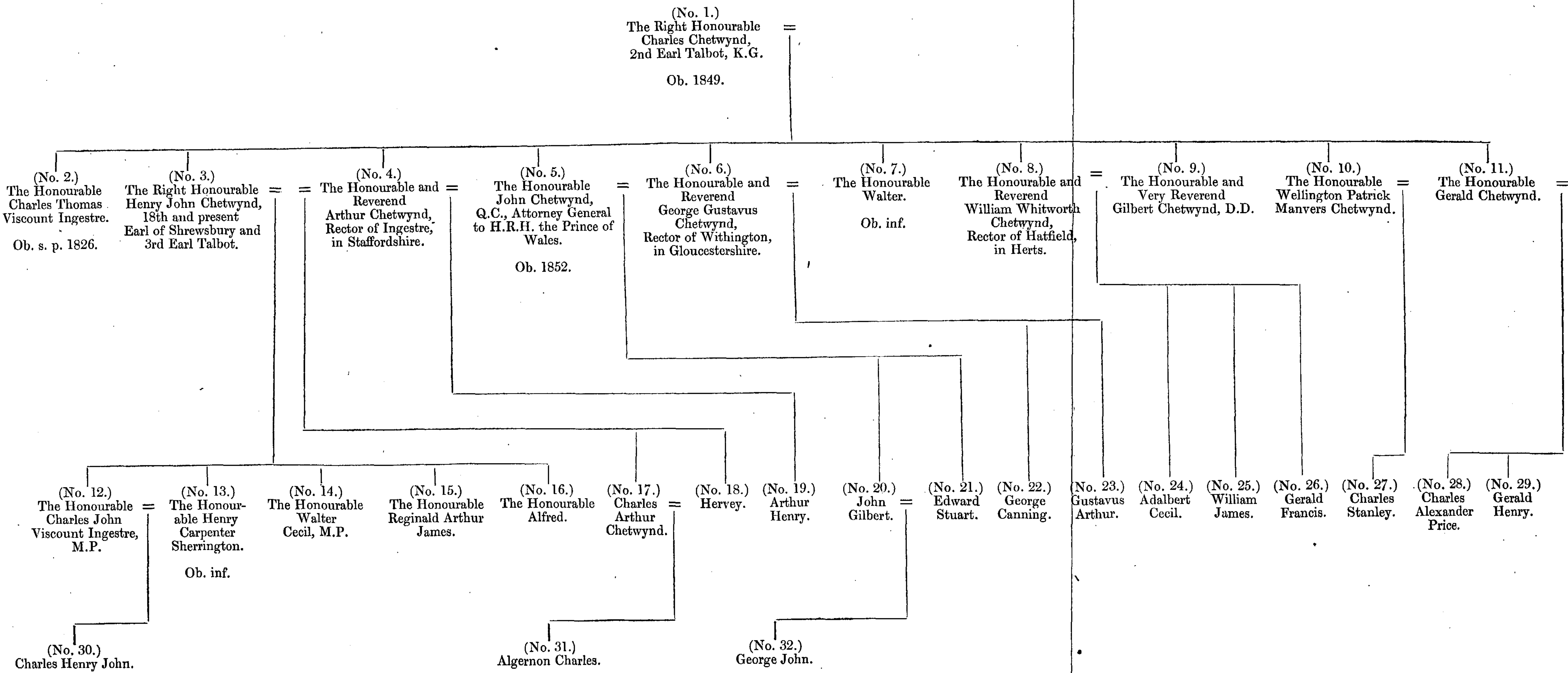
And whereas the following is a concise Statement of the Pedigree shown by the Recitals in this Act, and such of the Persons named therein as are now living are the only Issue Male of *Charles Chetwynd*, late Earl *Talbot* (No. 1), who are now living.

Statement of  
the Talbot  
Pedigree.

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**P E D I G R E E.**



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And whereas such of the Issue Male named in this Act of *Charles Chetwynd*, late Earl *Talbot* (No. 1), as are living are Issue Male of the Body of *John* First Earl of *Shrewsbury*, and under the Limitations of the *Shrewsbury* Estate Act, 1720, are entitled in remainder expectant on or in succession after the Decease of the now Earl as Tenants in Tail or Heirs in Tail of or to the Estates now subject to those Limitations: And whereas by an Order of Her Majesty's High Court of Chancery made by Vice Chancellor *Wood* on the Twenty-third Day of *July* One thousand eight hundred and fifty-nine, in the Matter of the *Shrewsbury* Estates, and in the Matter of the *Shrewsbury* Estate Act, 1803, and in the Matter of the *Shrewsbury* Estate Act, 1843, Provision was made for the Appointment of *William Salt* and *George Rice* Lord *Dynevor* to be the Trustees of each of those Acts in the Place of *James Robert Hope Scott* and *Edward Bellasis*, the then Trustees of each of those Acts, and for the Conveyance to *William Salt* and Lord *Dynevor* of the Estates comprised in the Trusts for Sale created by those Acts respectively, and they are now acting as the Trustees of those Acts respectively, but the Conveyance has not yet been completed: And whereas no Sale or Contract for Sale of any of the Lands specified in the First Schedule to this Act annexed has been made or entered into, and those Lands might with Advantage to the now Earl and the Persons entitled after him to the Estates, subject to the Limitations of the *Shrewsbury* Estate Act, 1720, be let on Building Leases; and in order thereto it is expedient that those Lands be discharged from the Trusts for Sale created by the *Shrewsbury* Estate Act, 1803, and be resettled to the Uses affecting those Estates: And whereas it is expedient that the Powers of jointuring Wives and of appointing Rentcharges to younger Children respectively created by the *Shrewsbury* Estate Act, 1843, be amended as by this Act provided: And whereas it is expedient that the Provisions of the *Shrewsbury* Estate Act, 1843, with respect to the accepting of Surrenders of Leases for Lives and for Years determinable on Lives, and the granting of Leases instead thereof, be amended: And whereas it is expedient that the Power for granting Improving and Building Leases created by the *Shrewsbury* Estate Act, 1843, be amended: And whereas it is expedient that the Restriction to Twenty-five Acres in any One Exchange of the Power of Exchange created by the *Shrewsbury* Estate Act, 1843, be modified: And whereas a Doubt has been raised whether the Estates subject to the Limitations of the *Shrewsbury* Estate Act, 1720, are within the Provisions for the Exchange of Lands created by the Act of the Session of the Eighth and Ninth Years of Her present Majesty, Chapter 118, for facilitating the Inclosure of Commons, the Exchange of Lands, and other Purposes, and the subsequent Acts amending and extending that Act, and it is expedient that the Doubt be removed: And whereas it would be for the Benefit  
of

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of the now Earl and the Persons entitled after him to the Estates subject to the Limitations of the *Shrewsbury Estate Act, 1720*, that the Mines and Minerals specified in the Third Schedule to this Act annexed should be comprised in the Power for granting Leases of Mines and Minerals created by the *Shrewsbury Estate Act, 1843*: And whereas after the Decease of *Bertram Arthur* late Earl of *Shrewsbury*, the now Earl incurred an Expenditure exceeding Twenty-five thousand Pounds in procuring Evidence to prove and in proving his Title to the Earldom of *Shrewsbury*, and in recovering Possession of the Estates annexed thereto, and his Expenditure in that Behalf and the Proofs so obtained and given by him will enure to the Benefit of all Persons claiming as Issue Male of the Body of *John* First Earl of *Shrewsbury*, to whom the Earldom shall after the Decease of the now Earl by virtue of the Letters Patents of Creation of the Earldom descend and come, and who by reason thereof will, under the Limitations of the *Shrewsbury Estate Act, 1720*, be entitled to the Possession and Enjoyment of the Estates subject to the Limitations of that Act; and it is therefore reasonable that the now Earl be authorized to raise at Interest on the Security of those Estates Twenty-five thousand Pounds in Repayment to him of the Expenditure so incurred by him, subject to Provisions for securing the Repayment thereof within a limited Period: And whereas the Estate or Interest of the now Earl of and in the Lands now subject to the Limitations of the *Shrewsbury Estate Act, 1720*, or Parts thereof, is subject to a Mortgage of such Estate and Interest made by him by an Indenture dated the Fifth Day of *January* One thousand eight hundred and sixty-one in favour of *Thomas Salt* and *John Henson Webb* and *Thomas Salt* the younger: Wherefore Your Majesty's most dutiful and loyal Subject *Henry John Chetwynd* Earl of *Shrewsbury* and Earl *Talbot* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Titles  
of recited  
Acts and  
this Act.

I. The recited Acts and this Act respectively may for all Purposes be cited as follows; (that is to say,)

The Act of the Sixth Year of *George* the First, Chapter 29, as  
"The *Shrewsbury Estate Act, 1720*:"

The Act of the Forty-third Year of *George* the Third, Chapter 40,  
as "The *Shrewsbury Estate Act, 1803*:"

The Act of the First Year of *George* the Fourth, Chapter 40, as  
"The *Shrewsbury Estate Act, 1820*:"

The Act of the Session of the Sixth and Seventh Years of Her  
present Majesty, Chapter 28, as "The *Shrewsbury Estate Act,*  
1843:"

The

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The Act of the Session of the Thirteenth and Fourteenth Years of Her present Majesty, Chapter 6, as "The *Shrewsbury Estate Act, 1850*:"

This Act as "The *Shrewsbury Estate Act, 1862*."

2. From and after the passing of this Act the Lands specified in the First Schedule to this Act annexed, with the Appurtenances, shall by this Act be divested out of *James Robert Hope Scott* and *Edward Bellasis*, and shall stand and be limited and settled to, upon, for, and subject to the Uses, Trusts, Intents, Purposes, Powers, Provisions, and Restrictions to, upon, for, and subject to which such of the Estates limited by the *Shrewsbury Estate Act, 1720*, as have not been vested in any Trustees for Sale, and are now subject to the several Powers of granting Leases for not exceeding Twenty-one Years and Ninety-nine Years respectively by the *Shrewsbury Estate Act, 1843*, created, stand limited and settled, but not so as to be subject to any Charge or Incumbrance to which those Lands are not now subject.

Lands specified in First Schedule limited to Uses of the *Shrewsbury Estate Act, 1720*.

3. Any Earl of *Shrewsbury*, at any Time or from Time to Time after the passing of this Act, may jointure the Wife of the Person being his Heir Apparent to any Extent not exceeding in the whole One thousand Pounds a Year for her Life, and the Jointure shall be payable from and after the Time of the Decease of such Heir Apparent, leaving her his Widow; but if he survive the Earl of *Shrewsbury* appointing the Jointure, and himself become Earl of *Shrewsbury*, then the Jointure so appointed shall be deemed to be Part of the Jointure which he so having become Earl of *Shrewsbury* might appoint for her, and the Power of jointuring Wives created by the *Shrewsbury Estate Act, 1843*, is by this Act amended, so that it shall have Effect for the Purposes of this Enactment; and Jointures appointed in accordance with this Enactment shall accordingly be deemed to be appointed under that Power as amended by this Act: Provided that this Act shall not extend the Limit of Six thousand Pounds a Year fixed by that Act for the total Amount of several Jointures in force at any One and the same Time.

Amendment of Power for jointuring Wives created by the *Shrewsbury Estate Act, 1843*.

4. The Provisions of the *Shrewsbury Estate Act, 1843*, limiting the Amount of the yearly Rentcharge to be appointed to any One younger Child to Three hundred Pounds shall henceforth be read and have Effect as if the Limit had been Four hundred Pounds; and the Provisions of that Act limiting the total Amount of the yearly Rentcharges at One and the same Time to One thousand eight hundred Pounds for the younger Children of any One Person, and to Two thousand Pounds for the younger Children of Two or more Persons, shall henceforth be read and have Effect as if the Limit had

Extending the Power of appointing Rentcharges for younger Children under the Act of 1843.

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been respectively Two thousand Pounds and Two thousand four hundred Pounds.

Leases which may be granted on Surrender of Leases determinable on Lives granted under Act of 1720.

5. From and after the passing of this Act the Person who from Time to Time is by the *Shrewsbury Estate Act, 1843*, authorized on the Surrender of Leases for Lives or for Years determinable on Lives granted under the Power of Leasing created by the *Shrewsbury Estate Act, 1720*, to grant Leases for not exceeding Sixty Years at the same Rents, Boons, and Services as were reserved by the surrendered Leases, may on the Surrender of any Lease for Lives or for Years determinable on Lives granted under the Power of Leasing created by the *Shrewsbury Estate Act, 1720*, grant in accordance with the Provisions of the *Shrewsbury Estate Act, 1843*, as modified by this Act, a Lease of the Tenement thereby demised for any Term not exceeding Sixty Years, computed from the Date of the surrendered Lease, at a Rent agreed on, not being less than the Rent reserved by the surrendered Lease, and without any Fine, Premium, or Foregift, or anything in the Nature thereof, for the granting of the new Lease.

Amendment of Exception of Part of Lands from Power of Leasing for Ninety-nine Years created by Act of 1843.

6. From and after the passing of this Act, the Exception of such Parts of the Lands in the County of *Stafford* as lie to the North of the River *Churnett*, together with the Buildings, if any thereon, from the Power of granting Leases for not exceeding Ninety-nine Years created by the *Shrewsbury Estate Act, 1843*, is by this Act modified, and shall not extend to such Parts of the Lands North of the River *Churnett* as lie between and to the North of the Two Turnpike Roads leading respectively from the Village of *Farley* to the Village of *Oakamoor* and from the Village of *Farley* to *Cauldon Grange*, all in the County of *Stafford*; nor to such of the Lands as are situate in the Township of *Stanton* in the Parish of *Ellaston* in that County.

Purposes for which Building, &c. Leases under Act of 1843 may be granted.

7. From and after the passing of this Act the Power by the *Shrewsbury Estate Act, 1843*, created for granting, Improving and Building Leases, may with respect to the Lands specified in the First and Second Schedules to this Act annexed, be exercised in accordance with this Act in favour of any Persons willing to make any new Buildings, Erections, or Constructions on or in the Lands to be demised, or to alter, add to, or improve any Buildings, Erections, or Constructions on or in the same, or to annex the same to any adjoining Lands being Parts of the Estates from Time to Time subject to the Limitations of the *Shrewsbury Estate Act, 1720*, or otherwise to improve the same.

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8. The Leases so granted may be made for any Terms of Years absolute, not exceeding Ninety-nine Years in possession, and not in reversion. Terms of Building, &c. Leases.

9. The Consideration for any such Lease shall be the best and most beneficial yearly Rent, without Fine, which at the Time of the making thereof or of the Contract for the same, and considering the Nature and Circumstances of the Case, can be reasonably had for the same, and the Rent shall be made payable half-yearly or more often. Rents to be reserved.

10. By any such Lease there may be granted to the Lessee all or any of the following Liberties and Easements; that is to say, Liberties which may be granted in Building, &c. Leases.

First, Liberty to appropriate any Parts of the Lands leased as Sites for Squares, Crescents, Streets, Roads, Ways, and other open Places, and otherwise for the general Improvement of the Property :

Secondly, Liberty to make, lay, or use in any Part of the Lands subject to the Leasing Power any Sewers, Drains, Watercourses, and other Conveniences :

Thirdly, Liberty to dig, take, use, and carry away in and out of the Lands leased, any Stone, Clay, Gravel, or other Substances, so as the same be used on Lands subject to the Limitations of the *Shrewsbury Estate Act, 1720* :

Fourthly, Liberty to fell, carry away, and use any Trees, Shrubs, and Plants on the Lands leased :

Fifthly, Liberty to take down or remove all or any Part of the Buildings, Erections, or Constructions on or in the Lands leased, and to apply and dispose of the Materials thereof to any Purposes agreed on :

Sixthly, Liberty to alter any Building, Erection, or Construction comprised in the Lease, but with the Privity and to the Satisfaction of the Reversioner or his Surveyor or Agent :

Seventhly, Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements affecting any Part of the Lands subject to the Leasing Power :

Eighthly, any other Liberties and Easements usual or proper in like Case, or which the Person exercising the Leasing Power thinks reasonable.

11. By any such Lease there may be made all or any of the following Reservations; (that is to say,) Reservations which may be made in Building, &c. Leases.

First, Reservation of Right or Power to make, lay, or use in the Lands leased any Sewers, Drains, Watercourses, or other Conveniences :

Secondly,



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Secondly, Reservation of Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements affecting the Lands leased :

Thirdly, Reservation of Timber or other Trees and of Rights with respect to the same :

Fourthly, Reservation of Mines, Minerals, Fossils, and Earths, and of Rights with respect to the same :

Fifthly, any other Reservations usual or proper in like Cases, or which the Person exercising the Leasing Power thinks reasonable.

Covenants to be inserted in Building, &c. Leases.

**12.** There shall be contained in every such Lease such of the following Covenants as are applicable to the Case ; (that is to say,)

First, a Covenant for Payment of the Rent reserved :

Secondly, a Covenant for Payment of all Landlords and Tenants Taxes, Rates, Assessments, and Impositions whatsoever affecting or to affect the Lands leased, Landlord's Property Tax excepted :

Thirdly, a Covenant to make and finish within a Time therein specified, and to keep in repair during the Term, the Building, Erection, or Construction, if any, agreed to be made :

Fourthly, a Covenant to improve within a Time therein specified, and to keep in repair during the Term, the Building, Erection, or Construction, if any, agreed to be improved :

Fifthly, a Covenant to make any further Improvement, if any, within a Time therein specified :

Sixthly, a Covenant to keep the Buildings, Erections, or Constructions on the Lands leased insured against Damage by Fire, in a Sum estimated by the Surveyor of the Person exercising the Leasing Power or the Reversioner to be the insurable Value thereof, in some respectable Insurance Office, from Time to Time approved by the Person exercising the Leasing Power or the Reversioner :

Seventhly, a Covenant to lay out the Money received on the Insurance, and such other Money, if any, as is requisite, in substantially restoring the Buildings, Erections, or Constructions destroyed or damaged by Fire :

Eighthly, a Covenant to yield up on the Expiration or sooner Determination of the Term the Possession of the Lands leased, with the Buildings, Erections, Constructions, and Improvements to be made on or in the same, in good Repair and Condition.

Powers to be inserted in Building, &c. Leases.

**13.** There shall be contained in every such Lease Powers for the following Purposes ; (that is to say,)

First, for the Reversioner or his Surveyor or Agent to enter at least twice in every Year upon the Lands leased, and to inspect the

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the Condition thereof, and of all Buildings, Erections, Constructions, and Improvements on and in the same :

Secondly, for the Reversioner to enter and receive Rents and Profits, or to re-enter absolutely for Nonpayment of the Rent reserved, or for Breach of all or such as are agreed on of the Covenants by the Lessee.

**14.** There may be contained in any such Lease Covenants or other Provisions for all or any of the following Purposes ; (that is to say,)

Provisions which may be inserted in Building, &c. Leases.

First, that Breach of any Covenant by the Lessee (except the Covenant for Payment of the Rent reserved, and such other Covenants, if any, as the Parties agree to except) shall not give any such Right of Re-entry unless or until Judgment in an Action for Breach of the Covenant be obtained, and the Damages be assessed, and the Damages and Costs recovered therein remain for Three Months after the assessing of the Costs unpaid :

Secondly, that in case of Breach of any Covenant by the Lessee to insure against Damage by Fire, or to restore any Building, Erection, or Construction destroyed or damaged by Fire, the Reversioner may insure or restore the Buildings, Erections, or Constructions in accordance with the Terms of the Covenant, and may recover all Outlay and Expenses of and incident to the insuring and restoring, by Entry on the Lands leased and Distress, or by Entry and Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives :

Thirdly, any other Covenants or Provisions usual or proper in like Cases, or which the Person exercising the Leasing Power thinks reasonable.

**15.** The Person from Time to Time authorized to exercise the Leasing Power may enter into Contracts in Writing for leasing, in accordance with the *Shrewsbury Estate Act, 1843*, and this Act, any Parts of the Lands subject to the Leasing Power, and the Contracts may contain all or any of the following Agreements ; (that is to say,)

Contracts for Building, &c. Leases.

First, an Agreement that when any of the Improvements on the Land agreed to be leased are duly made in accordance with the Contract, that Land or any Part thereof shall be leased in accordance with the Contract to the intended Lessee, his Executors, Administrators, or Assigns (the Assigns to be approved by the Person exercising the Leasing Power), and in such Parcels and under such Portions of the total Rent as are specified in the Contract, or if not so specified as the Person exercising the Leasing Power thinks proper :

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Secondly,

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Secondly, an Agreement that the total Rent may be apportioned by a Surveyor or otherwise between Parts of the Land comprised in the Contract :

Thirdly, an Agreement that when any Lease is made of any Part of the Land comprised in the Contract, the Land so leased shall be discharged from the Contract, and the intended Lessee shall remain liable under the Contract in respect only of such Part as from Time to Time is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the Rent therein specified :

Fourthly, an Agreement that the intended Lessee may during the Continuance of the Contract have any of the Liberties and Easements (to be expressed in the Contract) which are by this Act authorized to be by the Leases granted to Lessees.

Amount of Rent to be reserved in several Leases under One Contract.

**16.** Provided, That in every Case in which the total Rent specified in the Contract is reserved by several Leases made thereunder, if the Rent reserved by any such Lease bear a Proportion to the total Rent greater than the Proportion which the Quantity of Land comprised in the Lease bears to the whole Land comprised in the Contract then the Rent reserved by the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land comprised in the Lease when built on or improved and fit for Habitation or Use.

Provisions to be inserted in Contracts for Building, &c. Leases.

**17.** In every such Contract shall be contained Provisions to the following Effect ; (that is to say,)

First, that the Person from Time to Time authorized to exercise the Leasing Power may, if he thinks fit, re-enter upon such Part of the Land comprised in the Contract as is not within a reasonable Time therein specified improved as thereby stipulated :

Secondly, that the Person to whom the Lease ought in accordance with the Contract to be made shall within a reasonable Time therein specified, after being thereunto required in Writing by the Person from Time to Time authorized to exercise the Leasing Power, accept the Lease and execute a Counterpart thereof, and pay the reasonable Charges of preparing the Lease and Counterpart :

Thirdly, that in default of such Acceptance, Execution, or Payment, the Contract shall, as to the Land from Time to Time not actually leased in pursuance thereof, be, if the Person from Time to Time entitled to exercise the Leasing Power so thinks fit, absolutely void.

Restriction of Conditions of Re-entry to Part of the Lands.

**18.** No such Lease, and no Contract for any such Lease, shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms, or by virtue

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virtue of this Act, restricted to that Part of the Lands leased or contracted to be leased, where or in respect whereof the Nonpayment or Breach happens, or is otherwise restricted to a Part only of those Lands.

**19.** Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or Contract as to Part only of the Lands leased or contracted to be leased, and notwithstanding the Surrender or Relinquishment of Part only of the Lands leased or contracted to be leased, the Condition or Right of Re-entry and other (if any) the Conditions of the Lease or Contract shall remain and be in force as to such Parts of those Lands as from Time to Time continue to be held by virtue of the Lease or Contract, and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable, and shall have Effect in accordance with the Intention of the Parties as expressed in that Behalf in the Lease or Contract.

Conditions of Re-entry, &c. to be apportionable.

**20.** No Under-lease of any Part of the Lands comprised in any original Lease shall be liable to Forfeiture or the Operation of any Condition or Right of Re-entry for Nonpayment of Rent or Breach of Covenant, unless and except only so far as the Nonpayment or Breach happens with respect to the Land comprised in the Under-lease or some Part thereof; and no such Nonpayment or Breach with respect to the Land comprised in any such Under-lease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease and not comprised in the Under-lease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to such Parts of the Lands comprised in the original Lease as are respectively comprised and not comprised in the Under-lease.

Under-leases not to be forfeited for Nonpayment of Rent, &c. for Lands not comprised therein.

**21.** Every such Building or Improving Lease shall be deemed to be duly made although it was preceded by a Contract not in due Accordance with this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease be conformable to this Act.

Leases good notwithstanding any Defects in Contracts.

**22.** Every Contract under this Act for a Lease shall, except as by this Act otherwise provided, be carried into effect by a Lease or Leases in pursuance thereof, but only in accordance with this Act.

Leases to be made in pursuance of Contracts.

**23.** The Person from Time to Time entitled to exercise the Leasing Power may, if and when he thinks fit, confirm any Lease purporting to

Confirmation of voidable Leases.

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to be made in accordance with this Act, in any Case in which for some technical Error, Informality, or Irregularity in making or executing it the Lease is thought void or voidable, and may make instead thereof a Lease in accordance with this Act, but only for the same Term and at the same Rent, and with the same Covenants, Powers, and Provisions as were or were intended to be respectively granted, reserved, and contained in and by the Lease thought void or voidable.

No Fine to be received for Confirmation.

24. Provided, That no Fine shall be taken for making any such Confirmation of a Lease thought void or voidable.

Counterparts of Leases.

25. A Counterpart of every Lease made in accordance with this Act shall be executed by the Lessee and be delivered to the Person exercising the Leasing Power, and a Memorandum under the Hand of any Person from Time to Time entitled to exercise the Leasing Power of the Receipt of any such Counterpart shall be *prima facie* Evidence that the Counterpart was duly executed and delivered as is by this Act required.

Provisions of this Act to apply to Lands leased or contracted to be leased when in possession.

26. When the Possession of any Land leased in accordance with this Act or contracted to be so leased is resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter leased in accordance with this Act.

Modification of Powers of Exchange under Act of 1843.

27. From and after the passing of this Act the Restriction by the *Shrewsbury Estate Act, 1843*, of any One Exchange to be made under the Power of Exchange created by that Act to Twenty-five Acres, is by this Act extended, and that Power of Exchange shall be read and have Effect as if with respect to Lands in the Township of *Stanton* in the Parish of *Ellaston* in the County of *Stafford*, and Lands in the Parish of *Little Budworth* in the County Palatine of *Chester*, and Lands in the Parish of *Albrighton* in the County of *Salop*, that Restriction had not been imposed, and as if in other Cases that Restriction had been to Fifty Acres: Provided that that Power, as extended by this Act, shall not extend to the giving in exchange of any Parts of the Lands in the Townships of *Farley* and *Ellaston* in the County of *Stafford*, lying to the North of the River *Churnett*, with the Buildings, if any, thereon, which now form Part of the Estates subject to the Limitations of the *Shrewsbury Estate Act, 1720*.

Manors and Hereditaments subject to Limitations of Act of 1720, subject to be

28. The Manors and Hereditaments from Time to Time subject to the Limitations of the *Shrewsbury Estate Act, 1720*, shall, but subject to the Provisions of this Act, be subject to the Powers and Provisions with respect to Exchanges of Lands of the Act of the Session of the Eighth and Ninth Years of Her present Majesty,

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Chapter 118, for facilitating the Inclosure of Commons, the Exchange of Lands, and other Purposes, and of the subsequent Acts amending and extending that Act, and Exchanges thereof may from Time to Time be made accordingly: Provided that such Powers and Provisions shall not extend to the giving in Exchange of any Parts of the Lands in the Townships of *Farley* and *Ellaston* in the County of *Stafford* lying to the North of the River *Churnett*, with the Buildings, if any, thereon, which now form Part of the Estates subject to the Limitations of the *Shrewsbury Estate Act, 1720*.

exchanged under 8 & 9 Vict. c. 118. and other Acts.

**29.** From and after the passing of this Act the Mines and Minerals specified in the Third Schedule to this Act annexed shall be within the Powers and Provisions of Section 40 of the *Shrewsbury Estate Act, 1843*, with respect to granting Leases of Mines and Minerals, and such of the Lands containing the Mines and Minerals specified in that Schedule as are comprised in the Trust for Sale created by that Act may accordingly be sold, subject to any Reservation or Exception of those Mines and Minerals, and any Rights and Interests relating thereto.

Mines and Minerals specified in Third Schedule to be within Power to grant Mining Leases created by Act of 1843.

**30.** The now Earl, his Executors or Administrators, at any Time or Times within One Year after the passing of this Act, may raise at Interest at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum* on the Security of those Parts of the Estates now subject to the Limitations of the *Shrewsbury Estate Act, 1720*, which are comprised in the Third Schedule to the *Shrewsbury Estate Act, 1843*, annexed, any Sums not exceeding in the whole Twenty-five thousand Pounds, and in order thereto may mortgage the same to any Persons advancing the Money, or their Nominees, for any Term of Years, and with or without Power for Sale, and any other Powers agreed on for better securing the Repayment of the Principal Money so secured and the Interest thereon; provided that the Money shall be so raised and secured only on the Terms that the whole of the Principal Money and the Interest thereon shall be paid off by equal annual Instalments of the same Amount, payable half-yearly, within Twenty-five Years next after the Day on which the Money is so raised, or in default thereof all the Principal Money and Interest not so paid off shall on the Expiration of Six Months next after the Expiration of the Twenty-five Years cease to be a Charge on the Lands so charged therewith.

Power for present Earl to raise 25,000*l.* on Mortgage of Estates specified in Third Schedule to the Act of 1843.

**31.** Provided, That every such Mortgage shall be and be made redeemable by the Person from Time to Time entitled to the actual Possession or the Receipt of the Rents and Profits of the mortgaged Premises.

Mortgages to be redeemable by Person entitled in possession to mortgaged Premises.

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**32.** Every

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Interest on  
Mortgages  
to be paid by  
Persons suc-  
cessively en-  
titled to  
mortgaged  
Premises.

**32.** Every Person who from Time to Time after the making of any such Mortgage and subject thereto is, under the Limitations of the *Shrewsbury Estate Act, 1720*, entitled to the actual Possession or the Receipt of the Rents and Profits of the mortgaged Premises, shall be liable to pay and shall pay the Instalments of Principal Money and Interest secured by the Mortgage, and falling due during the Time of his being so entitled; and his personal Representatives shall be liable to pay and shall pay a proportionate Part of the Instalment of Principal Money and Interest accruing from the last half-yearly Day of Payment thereof up to the Day of his Death; and if and whenever any Person or his Representatives so liable to pay any such Instalments of Principal Money and Interest, or a proportionate Part thereof, as the Case may be, fail so to do, and it is paid by any other Person, the Person so paying it, or his Representatives, may recover the Amount so paid, with Interest at the Rate of Four Pounds *per Centum per Annum* thereon, from the Person or his Representatives liable to pay it.

Mortgages  
to be subject  
to Leases  
and to now  
existing  
Charges.

**33.** Provided, That every such Mortgage shall be subject and without Prejudice to all Leases now affecting the mortgaged Premises or any Part thereof, and to all Leases to be made in accordance with the *Shrewsbury Estate Act, 1843*, or this Act of the same, and to all Charges thereon already created by or under the recited Acts or any of them, but shall have Preference over any Jointure or yearly Rentcharge affecting the mortgaged Premises, or any Part thereof, under the Powers of jointuring and appointing yearly Rentcharges for younger Children created by the *Shrewsbury Estate Act, 1843*, as extended by this Act.

Expenses of  
Act.

**34.** The Costs, Charges, and Expenses, not exceeding One thousand Pounds, of and incident to the applying for, obtaining, and passing of this Act (including therein the Costs, Charges, and Expenses incurred by Viscount *Ingestre* (No. 12), *James Robert Hope Scott* and *Edward Bellasis*, and *William Salt* and *George Rice Lord Dynevor*, respectively, as Trustees under the *Shrewsbury Estate Act, 1803*, and the *Shrewsbury Estate Act, 1843*, respectively,) shall be paid out of the net Monies arising from Sales of Lands made under the *Shrewsbury Estate Act, 1803*, and now invested in Exchequer Bills, as in this Act recited, and on the Application in a summary Way by the now Earl, his Executors or Administrators, to the Court of Chancery, the Court may make such Orders as the Court think fit with respect to the Payment of those Costs, Charges, and Expenses, and the Sale of any of those Exchequer Bills for the Purpose, and with respect to Costs and all incidental Matters.

**35.** Saving

*The Shrewsbury Estate Act, 1862.*

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

General Saving.

Provided that the following Persons are expressly excepted out of the General Saving in this Act contained, and they accordingly are the only Persons bound by this Act; that is to say,

Exceptions to General Saving.

1. The now Earl (No. 3), and the Heirs Male of his Body :
2. The Honourable and Reverend *Arthur Chetwynd Talbot* (No. 4), and the Heirs Male of his Body :
3. The Honourable and Reverend *George Gustavus Chetwynd Talbot* (No. 6), and the Heirs Male of his Body :
4. The Honourable and Reverend *William Whitworth Chetwynd Talbot* (No. 8), and the Heirs Male of his Body :
5. The Honourable and Very Reverend *Gilbert Chetwynd Talbot* (No. 9), and the Heirs Male of his Body :
6. The Honourable *Wellington Patrick Manvers Chetwynd Talbot* (No. 10), and the Heirs Male of his Body :
7. The Honourable *Gerald Chetwynd Talbot* (No. 11), and the Heirs Male of his Body :
8. The Honourable *Charles John Talbot*, commonly called Viscount *Ingestre* (No. 12), and the Heirs Male of his Body :
9. The Honourable *Walter Cecil Talbot* (No. 14) and the Heirs Male of his Body :
10. The Honourable *Reginald Arthur James Talbot* (No. 15), and the Heirs Male of his Body :
11. The Honourable *Alfred Talbot* (No. 16), and the Heirs Male of his Body :
12. *Charles Arthur Chetwynd Talbot* (No. 17), and the Heirs Male of his Body :
13. *Hervey Talbot* (No. 18), and the Heirs Male of his Body :
14. *Arthur Henry Talbot* (No. 19), and the Heirs Male of his Body :
15. *John Gilbert Talbot* (No. 20), and the Heirs Male of his Body :
16. *Edward Stuart Talbot* (No. 21), and the Heirs Male of his Body :
17. *George Canning Talbot* (No. 22), and the Heirs Male of his Body :
18. *Gustavus Arthur Talbot* (No. 23), and the Heirs Male of his Body :

19. *Adalbert*



*The Shrewsbury Estate Act, 1862.*

19. *Adalbert Cecil Talbot* (No. 24), and the Heirs Male of his Body :
20. *William James Talbot* (No. 25), and the Heirs Male of his Body :
21. *Gerald Francis Talbot* (No. 26), and the Heirs Male of his Body :
22. *Charles Stanley Talbot* (No. 27), and the Heirs Male of his Body :
23. *Charles Alexander Price Talbot* (No. 28), and the Heirs Male of his Body :
24. *Gerald Henry Talbot* (No. 29), and the Heirs Male of his Body :
25. *Charles Henry John Talbot* (No. 30), and the Heirs Male of his Body :
26. *Algernon Charles Talbot* (No. 31), and the Heirs Male of his Body :
27. *George John Talbot* (No. 32), and the Heirs Male of his Body :
28. *James Robert Hope Scott* and *Edward Bellasis*, as Trustees under the *Shrewsbury Estate Act, 1803*, and the *Shrewsbury Estate Act, 1843*, respectively, their Heirs and Assigns :
29. *William Salt* and *George Rice Lord Dynevor*, as Trustees under the *Shrewsbury Estate Act, 1803*, and the *Shrewsbury Estate Act, 1843*, respectively, their Heirs and Assigns :
30. All and every Persons and Person to whom any Estate, Interest, or Right of, in, or to the Estates to which this Act relates, or any Part thereof has come, descended, or accrued, or shall hereafter come, descend, or accrue, by virtue of or under the Settlement of 1700, the Duke's Will, the Settlement of 1718, and the *Shrewsbury Estate Acts of 1720, 1803, 1820, 1843, and 1850*, or any of them, and the Heirs Male of their respective Bodies, and their respective Heirs, Executors, Administrators, and Assigns, and every of them.

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

**36.** 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.

*The Shrewsbury Estate Act, 1862.*

The FIRST SCHEDULE to which the foregoing Act refers.

PARTS of the Messuages, Lands, Tenements, and Hereditaments in the Township of Oxton, in the County of Chester, which by the Shrewsbury Estate Act, 1803, were vested in Trustees for Sale.

Number on Map.	DESCRIPTION.	Quantity.		
		A.	R.	P.
77	Quarry - - - - -	1	3	21
113	Garden Ground - - - - -	2	0	7
120	Part of Heath Hays - - - - - Arable	1	0	16
121	Do. do. - - - - - Do.	3	0	32
"	Do. do. - - - - - Pasture	0	3	0
123	Do. do. - - - - - Do.	0	2	18
"	Do. do. - - - - - Do.	0	1	11
122	Do. do. - - - - - Arable	1	1	38
137	Part of Sand Hole - - - - - Garden Ground	0	0	23
138	Do. do. - - - - - Do.	0	2	2
139	Land - - - - - Do.	0	1	6
140	The Arno - - - - - Arable	3	0	15
141	Part of the Arno - - - - - Do.	0	3	31
142	Part of Great Arno - - - - - Do.	3	3	20
143	Quarry - - - - -	2	3	18
144a	Land - - - - - 1 0 17	} Arable	2	2
144b	Do. - - - - - 0 3 26			
144c	Do. - - - - - 0 2 17			
149	Do. - - - - - Pasture	0	2	7
225	House - - - - -	} 0	1	0
226	Cottage and Garden - - - - -			
227	Garden Ground - - - - -	0	2	14
228	Backside - - - - - Arable	4	1	19
229	Croft - - - - - Do.	0	3	8
230	House, Buildings, and Yard - - - - -	0	1	39
231	Cottage - - - - -	0	0	3
238	House and Garden - - - - -	0	0	5
239	Garden - - - - -	0	1	34
240	Do. - - - - -	0	0	26
242	Town Croft - - - - - Pasture	1	3	1
243	King's Meadow - - - - - Do.	} 22	3	5
244	Little Town Field - - - - - Do.			
245	Dale Bank - - - - - Do.			
246	Crook Loon - - - - - Do.			
247	Dean's Meadow - - - - - Do.			
248	New Hey - - - - - Do.	3	1	19
249	Town Hey - - - - - Arable	3	3	38
250	Little Spath - - - - - Do.	} 10	3	28
251	Spath - - - - - Do.			
252	Land - - - - - Do.			

[Private.]

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*The Shrewsbury Estate Act, 1862.*

Number on Map.	DESCRIPTION.	Quantity.		
		A.	R.	P.
254	Part of Lilley Wood - - - Pasture - - -	1	3	38
255	Do. do. - - - Do. - - -	1	0	12
259	Do. do. - - - Arable - - -	1	3	14
260	Do. do. - - - Pasture - - -	4	2	29
261	Higher Mill Heys - - - Arable - - -	7	3	0
263	Land - - - Pasture - - -	3	0	32
264	The Arno - - - Do. - - -	3	3	9
265	Do. - - - Do. - - -	1	3	30
266	Do. - - - Do. - - -	2	0	36
267	Do. - - - Do. - - -			
272	Part do. - - - Do. - - -	1	3	4
273	Do. - - - Do. - - -	3	0	37
274	Do. - - - Do. - - -	4	2	35
275	Do. - - - Do. - - -	5	0	32
277	Part Land - - - Do. - - -	1	0	36
279	Land - - - Arable - - -	1	3	5
280	Part of Mill Heys - - - Pasture - - -	3	0	14
281	Do. do. - - - Do. - - -	8	2	18
282	Holme Crops - - - Do. - - -	5	1	0
283	Do. do. - - - Do. - - -	2	1	30
284	Do. do. - - - Arable - - -	2	2	0
285	Do. do. - - - Pasture - - -	2	0	31
294	Land - - - Arable - - -	2	2	9
295	Head Butts - - - Pasture - - -	6	0	11
296	Short Shoots - - - Arable - - -	4	3	24
297	Part of Fotherings - - - Pasture - - -	6	0	22
298	Do. do. - - - Arable - - -	7	1	32
299	Little Fotherings - - - Do. - - -	5	1	3
300	Do. do. - - - Do. - - -			
301	Slate Brick - - - Do. - - -	3	3	35
302	Lower Flats - - - Do. - - -	10	0	18
303	Higher Flats - - - Do. - - -	12	2	33
304	Knowle's Heys - - - Do. - - -	3	1	2
305	Backside - - - Do. - - -	10	0	0
306	Knowle's Heys - - - Do. - - -	10	0	20
307	The Knowles - - - Do. - - -	23	0	12
308	Garden - - - - - - -	0	0	37
309	Croft - - - Pasture - - -	0	0	35
310	Do. - - - - - - -	0	1	33
311	Do. - - - - - - -			
312	Do. - - - - - - -	1	1	0
313	Do. - - - Pasture - - -	0	2	22
314	Garden - - - - - - -	0	0	38
315	Croft - - - Arable - - -	0	1	37
316	Do. - - - Do. - - -	1	1	37
319	Do. - - - Do. - - -	0	3	33
320	Do. - - - Garden - - -	0	0	35
321	Barn and Yard - - - - - - -	0	0	13
322	Croft - - - Garden - - -	0	0	29
323	Cottage and Garden - - - - - - -	0	1	30
324	Barn and Croft - - - Garden - - -	0	0	32
325	Croft - - - Arable - - -	0	0	22
326	Do. - - - Do. - - -	0	0	13
327	Do. - - - Do. - - -	0	1	32
328	Do. - - - Do. - - -			

*The Shrewsbury Estate Act, 1862.*

Number on Map.	DESCRIPTION.	Quantity.		
		A.	R.	P.
329	Croft - - - - - Arable - - - - -	1	0	0
330	Do. - - - - - Do. - - - - -	0	3	30
331	Do. - - - - - Do. - - - - -			
332	Do. - - - - - Pasture - - - - -			
333	Do. - - - - - Do. - - - - -	0	3	9
334	Do. - - - - - Arable - - - - -	0	0	14
335	Do. - - - - - Pasture - - - - -	1	2	14
336	Do. - - - - - Do. - - - - -	0	3	17
337	Do. - - - - - Arable - - - - -	0	2	37
338	Do. - - - - - Pasture - - - - -	1	0	0
339	Buildings and Land - - - - -	0	0	21
340	Garden - - - - -	1	1	21
341	Road - - - - -	0	0	33
355	Croft - - - - - Pasture - - - - -	1	0	15
356	Do. - - - - - Arable - - - - -	0	3	25
357	Do. - - - - - Do. - - - - -	1	0	1
358	Do. - - - - - Do. - - - - -	0	2	17
359	Thurston's - - - - - Do. - - - - -	3	0	30
360	Big Thurston's - - - - - Pasture - - - - -	4	3	36
361	Little Thurston's - - - - - Arable - - - - -	1	1	38
362	Big Thurston's - - - - - Do. - - - - -	4	2	15
363 } 364 } 365 } 366 }	Enclosure - - - - - Pasture - - - - -	0	3	35
	Do. - - - - - Arable and Pasture - - - - -			
386	Croft - - - - - Arable - - - - -	0	3	36
387	Land - - - - - Do. - - - - -	2	3	32
388	Part do. - - - - - Pasture - - - - -	2	1	34
401	Walter Furrow - - - - - Arable - - - - -	4	1	38
402	Cawfield Hey - - - - - Do. - - - - -	11	0	33
403	Do. do. - - - - - Do. - - - - -			
410	Cawbridge Croft - - - - - Do. - - - - -			
404	Cawfield Hey - - - - - Pasture - - - - -	5	3	32
405	Yourland's Hey - - - - - Arable - - - - -	10	1	21
406	Do. Croft - - - - - Do. - - - - -	2	1	20
407	Holme Field - - - - - Pasture - - - - -	19	0	27
408	Holme Hey - - - - -	16	1	32
414	Richardson's Wood - - - - - Arable - - - - -			
415	Little Holme - - - - -			
409	Cawfield Hey - - - - - Pasture - - - - -	4	0	22
411	Water Furrows - - - - - Arable - - - - -	8	2	34
412	Cawbridge Meadow - - - - - Pasture - - - - -	4	2	7
413	Little Meadow - - - - - Do. - - - - -	1	3	26
416	Holme Field - - - - - Arable - - - - -	16	1	26
417	Long Meadow - - - - - Pasture - - - - -	7	0	31
		410	3	1

*John Whalley,*  
Mollington, near Chester, Surveyor.  
10th July 1862.

The

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*The Shrewsbury Estate Act, 1862.*

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The **SECOND SCHEDULE** to which the foregoing Act refers.

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**FIRST PART.**

MESSUAGES, Lands, Tenements, and Hereditaments in the Parish of Albrighton, in the County of Salop.

**SECOND PART.**

LANDS with the Buildings, if any thereon, which by Section 6 of this Act are exempted from the Exception in the Power to grant Leases for not exceeding Ninety-nine Years created by the "Shrewsbury Estate Act, 1843."

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The **THIRD SCHEDULE** to which the foregoing Act refers.

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THE One undivided Third Part or Share of and in the Mines and Minerals (including Fossils, Earths, and other Substances) of Wrockwardine in the County of Salop, which were comprised in the Shrewsbury Estate Act, 1803, except such Part of the same Mines and Minerals as have been sold and disposed of under the Powers of the same Act.

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LONDON :

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